

AGREEMENT

This Agreement entered into this _____ day of _____ 1966 by and between the Board of Education of the ~~City~~ ^{School District of the} ~~of~~ ^{Marysville} ~~Marysville~~, Michigan, hereinafter called the "Board", and the Marysville Education Association, hereinafter called the "Association".

WITNESSETH

This We Believe:

1. School Buildings, School Boards, School Administration, and Teachers exist for the education of the ~~child~~. ^{citizenry.}
2. Each part of the educational family must exchange ideas and viewpoints, in a democratic manner, to improve the educational program. ~~for the child.~~
3. Under the law it is necessary to formalize methods and techniques by which democratic exchange may take place.
4. As American culture becomes more urban and school systems grow in size it is necessary that groups rather than individuals express conditions of employment.

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, substitute teachers, guidance counsellors, professional librarians, athletic director, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, ~~and~~ office, ~~and~~ clerical, ~~and~~ custodial employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to ~~male~~ teachers shall include female teachers.

Marysville Public Schools Board of Education

MEA
1216 Kendale
E. Lansing, MI 48823

and other non-teaching employees.

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

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Marysville Education Association, the National Education Association and the Michigan Education Association upon such conditions as the Marysville Education Association shall establish. Such sums shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the above named Associations.

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

ARTICLE II

Teachers Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board recognized in Article I, paragraph A, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board and the Association specifically recognizes the right to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the right to use school buildings and facilities in accordance with Section V-B-1-a and e, of the School Board Policies. It is understood that a custodian will be in the building.

D. Bulletin boards in teachers lounges and teachers dining rooms and other established media of communication, including inter-school mail, shall be available to the Association and its members.

E. The Board agrees in response to request of the Association to make available within one week to the Association, in the Board Office for reference and under the direction of the Superintendent of Schools, information concerning the financial resources of the district, tentative budgetary requirements and allocations which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and also information which may be necessary for the Association to process any grievance or complaint of a teacher with written permission of the involved teacher except confidential file information.

F. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the Association on School premises provided the identification does not exceed three (3) square inches.

ARTICLE III

Professional Compensation

A. The salaries of professional personnel covered by this agreement are set forth in salary schedules which are incorporated in this agreement. Such salary schedules shall remain in effect during the term of this agreement. It is agreed, that if the term of this agreement exceeds one (1) year, either party may request the reopening of said salary schedules by written notice, to the other party at least sixty (60) days prior to the 1st of April of every year of this agreement.

B. The salary schedule is based upon ~~a teachers normal~~ *the professional persons* ~~teaching~~ duties.

C. The following holidays shall be observed and all schools closed: New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

The contractual salary shall be divided into 26 equal parts.

equal D. The method of pay shall be one of the following options: (1) 21 ^{equal} pays plus summer payoff, (2) 26 ^{equal} pays. Each teacher may select one option which may not be changed during the school fiscal year.

E. The Board shall make payroll deductions for credit union, hospitalization, medical insurance, ~~and~~ Association dues, *and community chest*, if changes in bookkeeping methods or facilities permit, additional payroll deductions requested by the Association will be considered by the Board. *Association dues option (1) lump sum (2) or equal monthly deductions over contractual year.*

F. Salary schedules ~~established~~ as follows.

Schedule A

1. The following shall be the schedule of basic Teacher Salaries.

Step	AB BS (250)	MA (265)	SPEC. (280)	PHD (295)
1	5350	5750	6150	6550
2	5600	6015	6430	6845
3	5850	6280	6710	7140
4	6100	6545	6990	7435
5	6350	6810	7270	7730
6	6600	7075	7550	8025
7	6850	7340	7830	8320
8	7100	7605	8110	8615
9	7350	7870	8390	8910
10	7600	8135	8670	9205
11	7850	8400	8955	9500
12	8100	8665	9230	9795

2. Incentive Pay for Graduate Credit earned between degrees.

The Board encourages teachers to take additional graduate credits and to improve themselves in their respective teaching fields, however, the Board cannot commit themselves to monetary reimbursement at this time, but if the financial situation improves in the Marysville District this item can be brought up for further discussion.

Schedule B

Supplementary Schedule of Activities

For extra work the teacher shall be entitled to appropriate additional professional compensation at an established hourly rate of base pay depending on the kind of activity. The teacher shall be paid the established rate for all time spent after the regular school day in supervision of extra curricular activities of students and attendance at any function where attendance is not voluntary but required.

delete

Established Base Activities

1. Director of Dramatics	\$200	<i>per year</i>
2. Supervisor of High School Year Book	300	" "
3. Director of Music	300	" "
4. Supervisor of Forensics	250	" "
5. Advisor of Cadet Teachers-FIA	200	" "
6. Supervisor on bus trips after school hours	3.50	<i>per trip</i>
7. Responsibilities at athletic games after school hours	3.50	
8. Director of Boys Athletics and Physical Education	300	
9. Director of Girls Physical Activities	\$250	

Schedule C

1966-67 Coaching Salary Schedule

<u>Football</u>		<u>Basketball</u>	
Head Coach	8 %	Head Coach	8 %
Assistant Coach	6 %	Junior Varsity Coach	5 %
Junior Varsity Coach	5 %	Freshmen Coach	4 ½ %
Junior Varsity Assistant	4 ½ %	Eighth Grade Coach	4 %
Freshmen Coach	4 ½ %	Seventh Grade Coach	3 %
Freshman Assistant	4 %		
Junior High	4 %	<u>Baseball</u>	
Junior High Assistant	3 %	Head Coach	6 %
		Junior Varsity Coach	4 ½ %
<u>Track</u>		<u>Golf</u>	
Head Coach	6 %	Head Coach	4 ½ %
Assistant Coach	4 ½ %		
Junior High Coach	3 %	<u>Tennis</u>	
		Head Coach	4 ½ %
<u>Cross Country</u>			
Head Coach	4 ½ %		

The method of applying these percentages is experience in coaching in a particular sport. Credit is given for experience in other systems up to a maximum of five (5) years.

Schedule D

Summer Programs

1. Driver Education Teachers shall receive \$4.00 per hour for teaching the Driver Education Classes.
2. Music Teacher shall receive \$4.00 per hour for directing the summer music program.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the Marysville schools shall be as follows:

- | | <u>HS & Intermed.</u> | <u>Elem.</u> |
|--|---------------------------|--------------|
| (1) Teachers check in no later than | 8:00 a.m. | 8:30 a.m. |
| (2) Teachers shall leave school no earlier than | 3:45 p.m. | 4:00 p.m. |
| (3) Unless permission is granted by ^{building} principal, teachers shall leave school no earlier than the above hours. | | |
| (4) Hours of kindergarten teachers shall be fixed by the Superintendent at the beginning of each semester but shall in no event be longer than the foregoing. There should be no more than two sessions of kindergarten per day per teacher. | | |

B. All teachers ^{should} ~~shall~~ be entitled to a duty-free uninterrupted lunch period. The school district will make every effort to implement and subsidize this program.

C. Elementary teachers of music, art, and physical education shall have at least two (15) fifteen minute relief periods per day.

ARTICLE V

Teaching Loads ^{Transfers} and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the Intermediate school will be 30 teaching periods and 5 unassigned preparation periods. It shall be the responsibility of the building principal to secure a teacher to teach the class in need of a substitute teacher.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a transfer or change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary and intermediate school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal to both teacher and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach.

The pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that class size should be as low as possible.

A. The Board shall furnish without charge gym uniforms and tank suits for all physical education teachers, smocks or aprons for art teachers, home economics, industrial arts, vocational education, and science teachers.

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

C. The Board shall make available in each school, restrooms and lavatory facilities for teachers use, and at least one furnished room, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

D. Present telephone facilities shall be made available to teachers for their reasonable use.

E. Vending machines, both beverage and candy, for teachers use may be installed in teachers lounges or dining rooms in the various buildings at the expense of the Association, the proceeds to be used for the existing Association Scholarship Fund.

F. Adequate and convenient parking facilities shall be made available to teachers.

G. Teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not usually within the appropriate concern or attention of the Board.

H. Attendance by teachers at PTA functions shall not be required, however, teachers shall be encouraged by the Association to attend such functions.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to each teacher.

B. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to consider the professional background and qualifications of all applicants. *The Board recognizes and supports the idea of promotion from within its own teaching staff when consistent with the best interests of the school system.*

C. The Board shall classify any position as being administrative, supervisory or teaching.

ARTICLE VIII

Leave Pay

A. To maintain the highest degree of efficiency, and in order to promote the best conditions of health for pupils and teachers, all regularly employed teachers under contract shall be allowed 10 days personal leave each year without loss of pay for the reasons cited below. Such days are to be credited to each teacher's leave bank at the beginning of each school year. The Board reserves the right to require a doctors report.

B. All unused leave allowance days at the end of the school year are placed in each teacher's accumulative leave bank. A teacher may accumulate up to and not exceeding 90 days. Each staff member holding a contract shall be notified during the month of August of how many days of personal leave to date have been accumulated in his leave bank.

C. Leave of absence with pay, not chargeable to personal leave:

- (1) Jury Duty (Board to make up difference in pay)
- (2) Court appearance as a witness if subpoenaed (Board to make up difference in pay)
- (3) Teachers absent because of mumps, measles, scarlet fever, or chicken pox shall not suffer loss of personal leave or salary
- (4) For injuries covered by workmens compensation.

D. Personal leave with pay chargeable to leave bank:

- (1) Personal illness
- (2) Illness in the immediate family (5 days per year)
- (3) Death in the immediate family
- (4) Attendance of a graduation for family members.
- (5) Time when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.

(Immediate family shall be interpreted as father, father in-law, mother, mother in-law, husband, wife, child, sister, or sister in-law, brother, or brother in-law, grandparents, or any family member living within the same household)

E. Business leave with pay in addition to personal leave.

It is expected that staff members will normally take care of their business and personal affairs at times other than school hours. To provide for emergency situations and other responsibilities two (2) days per school year may be taken with pay, one of which is to be granted upon request of teacher without review.

- (1) Transaction of legal business (deeds, mortgages, titles, etc.)
- (2) Moving when it cannot be arranged at other times.
- (3) Religious holidays
- (4) Funerals of friends or relatives (other than in D-3 above)
- (5) Routine medical check-up (not related to a specific illness) for self or a member of the immediate family when it cannot be arranged at another time.
- (6) Matters of business not listed above.

ARTICLE IX

Leaves of Absence

A. Leave will be granted, after 3 years with the system, up to 2 years to any teacher who joins the Peace Corps as a full time participant. Leave shall be without pay.

B. Maternity leave, without pay, shall be granted to teachers who have been employed in the local school system for two or more years. Request for such leave shall be filed after doctors confirmation of pregnancy and be accompanied by a doctor's certificate. Leave must start not later than three months before the anticipated birth of the child, except when the date falls within the last school month of the semester. The teacher shall be permitted to return on schedule within a three (3) year period. No salary increment shall be recognized during the term of leave.

C. Medical leave (without pay) shall be granted to teachers who have been employed in the local school system two years or more, if recommended by a doctor in writing. Such leave shall not exceed one (1) year plus the balance of the unfinished year. The standing on the salary schedule will not change for the teacher. If the teacher has completed one semester or more of the year, one increment will be granted.

D. Military Leave

Call to active duty for training-members of Armed Forces on reserve status.

Period of Leave

Leave of absence shall be granted for a period not to exceed two weeks (exclusive of authorized travel time).

Adjustment in Salary

If the pay received for the Service (excluding travel allowance) exceeds the contractual salary of the teacher, no adjustment in pay will be made. If the pay is less than the contractual salary of the teacher for the period of service involved, an adjustment shall be made as follows:

The teacher shall be paid the difference between the Service pay and contractual salary for the period of service but the amount paid the teacher plus the substitute teacher pay shall not exceed his contractual salary for the period of service.

Active Duty

Any regular employee of the Marysville Public Schools who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave and shall be reinstated to his position in this school system with full credit including the annual increment under the salary schedule. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety days (90) from the date of said release or discharge.

State of Michigan General Laws, Revision of 1946, Sections (789) and (799)

- a. Re-employment of school teachers honorable discharged or released from military service:

Section 1. Any teacher who has left or leaves a teaching position, other than a temporary teaching position, in any school district of the United States and who upon termination of such (1) received an honorable discharge from the armed forces; (2) is still qualified and and competent to perform the duties of such teaching position; and (3) makes application to said school district for reemployment within 90 days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so.

- b. A husband or wife of a person leaving for overseas military duty may be granted a leave of absence without pay, the time allowed to be at the discretion of the Board of Education.

E. Professional Growth (without pay)

To encourage professional growth, a teacher who has taught three or more years in the system may be granted a leave of absence not to exceed one year for advanced professional training or travel on the recommendation of the Superintendent of Schools, and with the approval of the Board of Education. An increment shall be allowed for the year of advanced professional training or travel.

F. General Regulations Affecting Leave of Absence

a. Leave of absence-extension

A leave of absence may be extended at the discretion of the Board of Education

b. Application for Return

Application for return from leave of absence shall be filed with the Superintendent of Schools not later than the end of first semester preceding the August or September in which he wished to return

c. Conditions for Return

(1) Qualifications

Competent proof must be given to the Board of Education that the teacher applying for return from leave of absence is competent and qualified to perform the duties of a teaching position for which application is made.

(2) Policy and Intent

It is the intent and it shall be the policy of the Board of Education to return a teacher on leave of absence to the same position or a position of like nature, status, and pay unless circumstances make it impossible or unreasonable to do so.

ARTICLE X

Terminal Pay

The Board shall pay to the teacher after 15 years of service in the Marysville System ~~and~~ upon retirement from the Marysville System the sum of \$250.

ARTICLE XI

Insurance Protection

The Board shall pay part of the premium for comprehensive hospitalization, medical and surgical protection to the teacher and his immediate family as under the current agreement with the Board

The Board shall pay \$12 per month of premium for family policy.

The Board shall pay \$10 per month of premium for a married couple policy.

The Board shall pay \$5 per month of premium for a single person policy.

ARTICLE XII

Teacher Evaluation

A. All monitoring or observation of a teacher in or out of the classroom shall be conducted openly and with full knowledge of the teacher.

B. Any teacher who may require any disciplinary action shall first be contacted by his immediate principal in private. If any further disciplinary action is required the principal may then refer the matter to the Superintendent in writing, in triplicate, and dated. One copy going to the Superintendent, one to be kept by the principal and one given to the teacher.

ARTICLE XII

Teacher Evaluation

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported by the principal to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Time lost by a teacher in connection with any incident mentioned in Article XIII shall not be charged against the teacher.

D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the principal, if the principal believes the complaint to be of a serious nature.

E. Promotion or retention of the pupil in a grade or class shall be made by the teacher with the approval of Principal and Superintendent of Schools. No students marks shall be changed without the knowledge and consent of the teacher.

Because the Michigan School Law places final authority to classify and to control the promotion of pupils in the Superintendent of Schools, the Superintendent may be expected to assist with unusual or contested cases.

ARTICLE XIV

Negotiation Procedures

A. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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

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

ARTICLE XV

Grievance Procedure

A. Definitions

1. A grievance is a complaint by an employee in the bargaining unit, or by the Association in its own name, that a policy or practice is considered improper or unfair; that there has been a deviation from, or the misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation or misapplication of any provision of any agreement existing between the parties hereto.

2. The "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. The building principal shall be the administrative representative when the particular grievance arises in that building.

4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A Teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his Association representative or through the Association Representative.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered with five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days after receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days after receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education via the superintendent of schools. Within

thirty (30) days, or as soon as possible, after receipt of the written referral by the Board, the Board shall render a decision regarding the grievance. The Board may meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a decision to the grievance problem.

4. Level Four

After complying with levels one, two, and three, the aggrieved may take whatever action is deemed legal and necessary.

E. Rights to Representation

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

F. Miscellaneous

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

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

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

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

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

6. Information and records shall be made available in accordance with Article II, part E of this agreement.

7. Grievances shall be filed and processed after regular school hours.

ARTICLE XVI

Professional Study Committees

A. Organization

Professional study committees shall be organized as needed, by the Association or upon request of the request of the Superintendent of Schools, to study and make recommendations to the Superintendent of Schools in matters of professional concern.

B. Procedures

The first meeting of each study committee shall set its own time schedule with approval of the building principal and the superintendent of schools. After each study has been completed the committee will make recommendations for action to the superintendent of schools.

C. The committee shall consider the following questions:

- (1) Improved channels of communication between the Board, Superintendent of Schools, and professional staff.
- (2) Meaningful participation of the professional staff in curriculum planning.
- (3) Publication of established patterns of action taken for specific student disciplinary cases
- (4) *School Calendar*
- (5) Others

ARTICLE XVII

Miscellaneous Provisions

A. The ~~School District~~ ^{Board} agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report availability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute. Substitute teachers shall be available to replace teachers of art, music, and physical education on the elementary level if possible.

B. 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 attached Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement.

D. The cost of a physical examination, upon initial employment and at the request of the Board of Education, for all professional staff shall be paid by the Board.

E. Parent-Teacher conferences (K-8) shall be held during a period of two (2) days whenever such conferences are scheduled.

ARTICLE XVIII

Duration of Agreement

This agreement shall be effective as of _____ and shall continue in effect for one (1) year until the _____. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____ President

By _____ Secretary

MARYSVILLE EDUCATION ASSOCIATION

By _____ President

By _____ Secretary

Approved as to form by
Michigan Education Association

Counsel