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AGREEMENT

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THIS AGREEMENT entered into this _____ day of _____, 1967
by and between the Board of Education of the School District of the Marysville
Public Schools, Marysville, Michigan, hereinafter called the "Board," and the
Marysville Education Association, hereinafter called the "Association."

The Board, on its own behalf and on the behalf of the electors of the
district, hereby retains and reserves unto itself all powers, rights, authority,
duties and responsibilities conferred upon and vested in it by laws and the
Constitutions of the State of Michigan and of the United States.

The exercise of the powers, rights, authority, duties and responsibilities
by the Board, 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 terms of this contract and then only to the extent such terms are
in conformance with the Constitution and laws of the State of Michigan, and the
Constitution and laws of the United States.

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RELATIONS LIBRARY

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, and 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, office, clerical,
custodial, and other non-teaching 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 defined above and references to male teachers shall
include female teachers: Provided, however, that the sole and only part of this
agreement that shall relate to or concern substitute teachers shall be the pay of
substitutes, Article III, Section F.

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1216 Kendall
E. Lansing, Mi.
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PROFESSIONAL NEGOTIATIONS

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Within thirty (30) 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. 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 Association.

The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with section C of Article I of this Agreement.

D. 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 only 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.

ARTICLE II

Teacher and Association Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that every employee of the Board recognized in Article I, paragraph A, shall have the right freely to join and support the Association.

B. There shall be three building keys available from the respective building principal for teacher use when school is not in session. Advance requests shall be made of the building principal who shall determine the validity of the request.

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 shall be for the exclusive use of the Association. The Association may also use the inter-school mail.

E. Copies of all information concerning financial resources of the district will be sent to the Association within one week of their receipt from governmental or public sources. Two copies of Budgets, amendments and allocations will be made available to the Association within one week as each item is approved by the Board.

F. All available information which is necessary to the processing of any grievance will, with the approval of the Teacher involved, be available to the Association, except information found only in the confidential file of the Teacher.

G. The private and personal life of any Teacher is not usually within the appropriate concern or attention of the Board.

H. 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.

I. Each Teacher shall have the right to review his personal file, except his personal folder of confidential information from placement bureaus and confidential recommendations from outside the school district, and only then under the direction or supervision of the Superintendent of Schools who is the custodian of such files.

J. All newly hired full-time Teachers shall hold a four year life certificate or at least a provisional certificate issued by the State Board of Education except State Board certified vocational instructors. Degree Teachers who hold certification in a state with which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.

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.

B. The Board will give full credit on the salary schedule for full time teaching experience in any accredited school up to a maximum of seven (7) years. A year's experience shall mean a full year.

C. The contractual salary shall be divided into 26 equal parts. 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.

D. The Board shall make payroll deductions for credit union, hospitalization, medical insurance, Association dues, Community Chest, United States Bonds and tax sheltered annuities.

E. If a Teacher completes the requirements for a higher degree, adjustments on the salary schedule will take place after official notification from the granting institution has been received by the District. All adjustments to salary will be effective at the beginning of the next payroll period following the date of receipt of the official notification.

F. A degree substitute Teacher shall be paid \$25.00 a day. A non-degree substitute Teacher shall be paid \$22.00 a day.

G. Salary schedules as follows:

Schedule 1

The following shall be the schedule of basic Teacher salaries:

<u>Years</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Spec.</u>	<u>Dr.</u>
1	\$6,000	\$6,400	\$6,800	\$6,900
2	6,300	6,700	7,100	7,200
3	6,600	7,000	7,400	7,500
4	6,900	7,300	7,700	7,800
5	7,200	7,600	8,000	8,100
6	7,500	7,900	8,400	8,500
7	7,800	8,300	8,800	8,900
8	8,200	8,700	9,200	9,300
9	8,600	9,100	9,700	9,800
10	9,000	9,600	10,200	10,300
11	9,500	10,100	10,700	10,800

Schedule 2

Extra Pay for Extra Duties

The Board of Education shall grant extra pay to those who are selected by the Superintendent of Schools to perform the following extra-curricular (beyond the school day) duties.

1. Dramatics - \$150.00 for one Senior play.
\$150.00 for one Junior play.
2. High School yearbook advisor - \$350.00
3. Intermediate yearbook advisor - \$150.00
4. Director of Music - \$400.00
5. Advisor of forensics and debate - \$300.00
6. Advisor of Cadet Teacher - FTA - \$300.00
7. Advisor of High School Student Council - \$300.00
8. Advisor of Intermediate Student Council - \$150.00

9. Responsibilities at athletic events - \$4.50
10. Supervisors on spectator bus trips after school hours:
 - (a) Short Trip - trips to Port Huron, St. Clair, Marine City, Richmond, or trips of 20 miles or less one way - \$8.00.
 - (b) Long Trip - trips to Cros-Lex, Yale, Algonac, or trips exceeding 20 miles one way - \$12.00.

Schedule 3

Coaching Salary Schedule

1. Director of Athletics and Physical Education - \$660.00
2. Advisor to Girls' Athletic Association - \$250.00
3. Advisor to Cheerleaders (High School and Intermediate combined) - \$250.00

4. Football

Head Coach - High School - 9%
Assistant Coach - High School - 6-1/2%
Junior Varsity Coach - 5-1/2%
Junior Varsity Assistant - 4-1/2%
Freshmen Coach - 5%
Freshmen Assistant - 4%
Intermediate Head Coach - 4%
Intermediate Assistant - 3%

Basketball

Head Coach - High School - 9%
Junior Varsity Coach - 5-1/2%
Freshman Coach - 5%
Eighth Grade Coach - 4%
Seventh Grade Coach - 3%

Track

Head Coach - High School - 6%
Assistant Coach - 4-1/2%
Intermediate Head Coach - 3%

Baseball

Head Coach - High School - 6%
Junior Varsity Coach - 4-1/2%

Cross Country

Head Coach - High School - 4-1/2%

Golf

Head Coach - High School - 4-1/2%

Tennis

Head Coach - High School - 4-1/2%

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

Schedule 4

Summer Programs

All Teachers employed in the 1968 summer school program shall receive \$4.25 per hour. This provision shall be applied retroactively to the Driver Education Teachers and the music Teacher employed in the summer school program of 1967 for work after July 1, 1967.

Schedule 5

Travel Allowance

Teachers who must use personal transportation in performance of their duties will be paid ten cents per mile.

ARTICLE IV

Teaching Hours

A. Except when a Teacher is on bus duty, no high school or intermediate Teacher shall be required to report for duty earlier than 15 minutes before the opening of the pupils' regular school day in the morning and no elementary Teacher shall be required to report more than 30 minutes before such time. Except when the Teacher is on bus duty, high school and intermediate Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day and elementary Teachers shall be permitted to leave 20 minutes after such time; provided, however, that all Teachers, except those on bus duty, shall be permitted to leave at the close of the pupils' regular school day on the last day of the school week. Unless permission is granted by the building principal, Teachers shall leave no earlier than the above times.

B. 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 shall be no more than two sessions of kindergarten per day per Teacher.

C. Elementary Teachers of music, art and physical education shall have at least two fifteen-minute relief periods per day, exclusive of travel time.

D. All Teacher should be entitled to a duty-free uninterrupted lunch period. The school district will make every effort to implement and subsidize this program.

ARTICLE V

Teaching Loads, Transfers and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and five unassigned preparation periods. The normal weekly teaching load in the intermediate school will be 30 teaching periods and five 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. Although some transfers may be necessary and will be made as required for the best interests of the school system, the Teachers who will be affected by a transfer or a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary and intermediate school grades will be notified and consulted by their principals as soon as possible. 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.

D. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible.

E. Parent-Teacher conferences (K-8) shall be held during a period of three (3) days whenever such conferences are scheduled.

ARTICLE VI

Teaching Conditions

A. Under no condition will a Teacher be required to drive a bus as a part of his regular assignment. It shall also not be required of a Teacher to ride as a supervisor on a spectator bus.

B. The Board will make available in each school restroom and lavatory facilities for Teacher use. At least one furnished room may be used as a faculty lounge in which smoking will be permitted.

C. Present telephone facilities shall be available to Teachers for their reasonable use. Upon securing the key from the principal, High School Teachers may use the telephone in the recreation Board office.

D. Vending machines, both beverage and ^{and} candy, for Teacher 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.

E. Adequate and convenient parking facilities will be made available to Teachers as designated by the Superintendent of Schools.

F. Teachers shall not be required to do the following:

- (1) Collect money from students except monies for deposit in the internal account; and
- (2) Sell and collect tickets.

G. An explanation will be given by the building principal within two weeks where practical when a requisition for supplies is rejected or delayed.

H. The school calendar shall be as follows:

School Calendar 1967-68

Monday, September 4	Labor Day
Tuesday, September 5	Pre-Opening Conferences - no classes
Wednesday, September 6	Pre-Opening Conferences - no classes
Thursday, September 7	Classes begin
Thursday, (date to be announced)	Teacher's Institute - no classes
Friday, (date to be announced)	Teacher's Institute - no classes
Thursday, November 23	Thanksgiving Day - no classes
Friday, November 24	Thanksgiving Recess - no classes
Monday, November 27	Classes Resume
Thursday, December 21	Christmas Recess begins, 3:30 p.m.
Monday, January 1	New Year's Day
Tuesday, January 2	Classes Resume
Thursday, January 25	Records Day - no classes
Friday, January 26	Records Day - no classes
Friday, April 12	Good Friday - no classes
Monday, April 15	Easter Recess Begins - no classes
Monday, April 22	Classes Resume
Thursday, May 30	Memorial Day - no classes
Friday, May 31	Memorial Day Recess - no classes
Thursday, June 13	Teachers Records - no classes
Friday, June 14	Last Pupil Day - School Year Ends

I. A textbook committee or committees will be appointed and will make recommendations to the Board in the selection of all textbooks.

J. Pursuant to Article XVI the Association may establish a committee to study the use of audio-visual equipment and supplies. A member of the administration, selected by the superintendent, shall act as an advisor to such a committee.

K. The Board will provide:

- (1) A separate desk for each Teacher with lockable drawer space.
- (2) Space for each Teacher to store coats, overshoes and personal articles.
- (3) Chalkboard in every classroom.
- (4) A complete and unabridged dictionary in every classroom, where requested by the Teacher .
- (5) Storage space in each classroom for instructional materials.
- (6) Attendance books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.
- (7) The Board will furnish without charge gym uniforms and swim suits

for all physical education Teachers, smocks or aprons for art, home economics, industrial arts, vocational education and science Teachers. A \$30.00 yearly uniform allowance shall be allowed industrial arts and vocational education Teachers.

L. Both parties recognized that Teacher participation in extra-curricular school-connected activities is important and will encourage such participation, i.e., at PTA functions.

M. The Board agrees at all times to maintain a list of substitute Teacher. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability 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 used to replace Teachers of art, music and physical education on the elementary level, if available.

N. 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. The Board shall have the right to select the examining physician.

O. If regular school is cancelled by the Superintendent of Schools, Teachers will not be required to report or attend.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall post such notice of vacancy in each building for one week and give written notice to the Association. The Board may make temporary appointments for such vacancies.

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 consonant with the best interests of the school system.

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

ARTICLE VIII

Leave

A. All regularly employed Teachers under contract will be allowed 12 days personal sick leave each year without loss of pay for the reasons cited in paragraph D and E below. Such days are to be credited to each Teacher's personal sick leave bank

at the beginning of each school year. If a Teacher is paid for any credited sick leave days which have not accrued to his benefit and terminates his employment with the Board, he shall repay to the Board all monies received for all such unaccrued sick leave. The Board reserves the right to require a doctor's report on sick leaves longer than five (5) school days duration: Provided, however, if one fourth($\frac{1}{4}$) or more of the Teachers report in sick on any one school day, the Board may require doctors' reports from said Teachers.

B. All unused sick leave allowance days at the end of the school year are placed in each Teacher's accumulative sick leave bank. A Teacher may accumulate up to 100 sick leave days. Each staff member under contract shall be notified during the month of August of how many days of personal sick leave to date have been accumulated in his sick leave bank.

C. At the beginning of the school year the Board shall contribute 100 days to a sick leave bank, to be administered by the Board. Said 100 days shall be nonaccumulative. Upon the Board's determination, it may allow a maximum of seven (7) days to a Teacher who has exhausted his personal sick leave, including all accumulated sick leave, provided there are sufficient days available in the bank.

D. Leave of absence without loss of pay, not chargeable to personal sick 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 workmen's compensation (Board shall make up the difference in pay between the amount paid or payable pursuant to the Michigan Workmen's Compensation Act).

E. Personal leave without loss of pay chargeable to personal sick leave:

- (1) Personal illness.
- (2) Illness in the immediate family (5 days per year).
- (3) Death in the immediate family.
- (4) Attendance at a graduation for immediate family members.
- (5) Time when emergency illness in immediate 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, brother, brother-in-law, sister, sister-in-law, spouse, child, grandchild, grandparents, or any family member living within the same household).

- F. Personal business leave without loss of pay chargeable to personal sick leave.

Personal business leave days shall be nonaccumulative. 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 one day may be granted upon request of a Teacher without review, and one day may be granted only if approval is secured in advance from the Superintendent of schools. Under no circumstances shall a personal business leave day be used for Association business. Ordinarily, personal business leave days will not be approved for the day before or the day after a vacation. Personal business leave days will not be permitted for purposes of personal pleasure, such as travel, hunting, skiing, sport events or extended vacation. The following matters shall be appropriate reasons for the granting of business leave:

- (1) Transaction of personal 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 E-5).
- (5) Routine medical checkup (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, if approved by the Superintendent of schools.

G. A total of ten (10) days for all Teachers combined may be used for official Michigan Education Association meetings. If a substitute Teacher is used to fill the vacancy created by the attendance of a Teacher at such a meeting, the substitute's pay shall be deducted from the Teacher's regular salary. If a regularly employed Teacher under contract fills the vacancy he shall do so without additional compensation.

ARTICLE IX

Leaves of Absence

A. Leave without pay will be granted, after three years with the system, up to one year to any Teacher who joins the Peace Corps, Job Corps, Teachers Corps or Foreign Teacher Exchange Program. Upon return from such leave, the Teacher will be placed at the same position on the salary schedule as he would have been had he taught in the district during such period, with a limit of one increment. Application for such leave shall be made by March 1st of the current school Year.

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 doctor's 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 one (1) year period. No salary increment will 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.

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

(a) Period of Leave.

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

(b) 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.

2. Active Duty

(a) 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 as qualified below 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 (90) days from the date of said release or discharge.

Re-employment of school Teachers honorably discharged or released from military service:

Any Teacher who has left or leaves a teaching position, other than a temporary teaching position, and who upon termination of such (1) received an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for re-employment within ninety (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 active military duty may be granted a leave of absence for one (1) year without pay. Teaching while on this leave shall be credited with one experience increment on the salary schedule.

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. 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.

(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 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 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 upon retirement from the Marysville System, after fifteen (15) years of service in the Marysville System, the sum of \$250.00.

ARTICLE XI

Insurance

The Board will pay up to \$16.00 per month for the twelve-month period of October through September toward the cost of hospital-medical-surgical insurance for employees and dependents (Blue Cross-Blue Shield coverage no greater than the M-75, semi-private, comprehensive plan or a comparable M.E.A. plan) for each regularly employed Teacher under contract who makes proper application to participate, except that where a lesser amount will pay the full cost of such insurance, the Board will pay only such lesser amount. If both a husband and wife are regularly employed Teachers under contract, both parties shall elect coverage under either Blue Cross-Blue Shield or M.E. A. The Provisions of the group policy and the rules and regulations of the carrier will govern as to commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. The Board's sole and only responsibility shall be for payments of its portion of premiums as set forth above.

ARTICLE XII

Teacher Evaluation

A. The work performance of all Teachers shall be evaluated in writing. Probationary Teachers shall be evaluated three times during the school year. It is recommended that probationary Teachers be evaluated twice within the first semester and once within the second semester. Tenure Teachers shall be evaluated at least once in every two years.

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, who shall be designated by the Board.

C. A minimum of thirty consecutive minutes is recommended for each observation. All monitoring or observation of the work of a Teacher shall be conducted openly and with full knowledge of the Teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. A copy of the written evaluation shall be submitted to the Teacher at the time of such personal interview or within a reasonable amount of time thereafter. The Teacher shall have the opportunity to review the evaluation report with the evaluator.

E. To assist the administration in formulating adequate and fair methods and criteria of evaluation, the Association may appoint one member on any group, committee, study, et cetera, whose concern shall be teacher evaluation.

F. A final written evaluation report will be furnished to the superintendent covering each probationary teacher and a copy shall be furnished to the teacher. In the event a probationary teacher is not continued in employment, he will be advised in writing of the reasons therefor.

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 recognized 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 for consultation 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 student's 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.

F. Any Teacher who may require any disciplinary action shall first be contacted by his immediate principal in private. If any further disciplinary actions are 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.

G. No Teacher shall be disciplined or reprimanded within the view or hearing of students.

ARTICLE XIV

Negotiation Procedures

A. At least 150 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 members in the bargaining unit 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 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 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.

D. 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 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, based on an alleged violation, misinterpretation or misapplication of one or more of the expressed provisions of this agreement.

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 school 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 excluding the Board and any Board member 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 of 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 is considered as maximum and every effort will be made to expedite the process. The time limits may be extended or reduced by mutual consent. If the grievance is filed on or after June 1, time limits shall be reduced. 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.

1. Level One

A Teacher with an alleged grievance shall discuss it with his designated supervisor or principal within ten (10) days of the alleged grievance, 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 within five (5) additional days file the grievance in writing with the Association's PR&R Committee. The grievance discussed and the decision rendered at Level One shall both be placed in writing by the aggrieved and signed by both the aggrieved and the Administrative Representative.

(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 the Association's support and within five (5) days after notice of the PR&R Committee's decision shall file his grievance in writing with the Superintendent of Schools. If the Committee decides there is a legitimate grievance, it shall within ten (10) days after receipt of the grievance file a grievance in writing with the Superintendent. 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 within five (5) additional days refer the grievance in writing through the PR&R Committee to the Board via the Superintendent of Schools. Within thirty (30) days 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.

4. Level Four

If the aggrieved is not satisfied with the disposition of the grievance (after complying with Levels One, Two, and Three) the aggrieved may within ten (10) days follow the mediation and fact finding procedures established by Act 379, P.A. 1965.

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 the Association; 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 the adjustment of the grievance.

F. Miscellaneous

1. A grievance may be withdrawn at Levels one, two and three, However, once withdrawn, the grievance may not be submitted to the grievance procedure again.
2. Decisions rendered at all Levels shall be in writing by the Board or the appropriate administrator and shall be promptly 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. Information and records shall be made available in accordance with Article II, Part F of this Agreement.
6. Failure of the aggrieved person, Association or PR&R Committee to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular classroom hours.

G. 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.

ARTICLE XVI

Professional Study Committees

A. Organization

Professional study committees composed of Teachers shall be organized as needed, by the Association or upon 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.

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of July 1, 1967, and shall continue in effect through August 30, 1968. 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