

*Marysville*

*Research  
6 St Clair*

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*Marysville Bd. of Educ.*

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PROFESSIONAL NEGOTIATIONS

## AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 1968 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 Constitution 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.

### Article I

#### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel on tenure, probation, classroom teachers, substitute teachers, guidance counsellors, professional librarians, audio-visual co-ordinator 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, namely teaching principal, business manager, 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 XVIII, Section D.

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

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 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 without charge, provided the use of the building has been approved by the Superintendent of Schools. It is understood that a custodian will be on duty in the building, and such use shall not interfere or interrupt normal school operations. The Association may also use the inter-school mail and the bulletin boards located in the teachers' lounge or dining room.

D. A copy of the Board agenda shall be sent to the Association representative in each building prior to the Board meeting. And, a copy of the minutes shall be sent to each Association representative the day following the Board meeting. Said copies to be posted upon receipt.

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.

K. Meetings as needed shall be held between representative of the Association and representative of the Administration to implement the terms of this Agreement.

### Article III

#### Membership, Fees and Payroll Deductions

A. The payroll deduction of membership dues shall be made each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

B. The Board shall make payroll deductions for credit union, hospitalization, medical insurance, Association dues, Community Chest, United States Bonds and tax sheltered annuities, or any other plans or programs jointly approved by the Association and the Board of Education.

C. 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 A and B of Article III of this Agreement.

D. 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. The first pay day shall be no later than the second Friday after the first day of pre-school conference.

### Article IV

#### Teaching Hours

A. 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. All Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day. All Teachers 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, physical education, and remedial teachers shall have at least 30 minutes relief period per day, exclusive of travel time. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

D. All Teachers shall be entitled to a duty-free uninterrupted lunch period. The school district will implement and subsidize this program.

Elementary lunch hour shall be no less than fifty consecutive minutes. Intermediate lunch hour shall be no less than forty consecutive minutes exclusive of passing time and high school lunch period no less than thirty minutes exclusive of class passing time.

E. School shall be dismissed the second Monday of the first, second, fourth and fifth marking periods, prior to lunch period for released time to be used for staff meetings and committee work as jointly planned by the Administration and the Association.

## 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 shall 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, the Teachers, who may be affected by a transfer or a change in grade or subject assignments will be consulted by their principals by July 1 of the current school year. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary and tenure elementary school Teachers to a different grade level unless the Teacher requests such change. Qualifications being substantially equal, seniority will prevail.

D. Class loads will be:

	<u>Maximum</u>
(1) Kindergarten	30
(2) Elementary school grades (1-2)	30
grades (3-6)	30
(3) Special classes for handicapped or mentally retarded	15
(4) Special sight-saving and hearing conservation classes	10
(5) Emotionally disturbed classes	9
(6) Elementary special teachers of music, art, and physical education shall be required to teach no more than seven periods in one day.	
(7) Remedial teaching - State regulation.	

The maximum class size per teacher in the secondary, intermediate, and special teachers in elementary schools shall be as follows:

	<u>Maximum</u>		<u>Maximum</u>
Ind. Arts	30	English	30
Voc. Shops	25	Social Studies	35
Hmkg.	30	Mathematics	30
Art	25	Science	30
P. E.	40	Business	
Music	None	Hygiene	
Office Practice	25	Drafting	
Typing	36	Foreign Language	30
Pool	40	Remedial Reading--as determined by conference	

When any class reaches the maximum a conference shall be held between the involved teacher, involved principal, Board representative and the Association to determine the best mutually agreeable method of relieving the class size problem. The solution shall be put into effect by the time the maximum is exceeded by 15%.

Article VI

Teaching Conditions

A. Under no condition will a teacher be required to drive a school 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 candy, for Teacher use may be installed in Teachers' lounges or Teachers' 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.

F. Clerical tasks will be done by clerical help provided by the Board. These tasks will be included but not be limited to:

- (1) collecting of all money from students.
- (2) selling and collecting tickets.

G. The Board of Education will provide clerical help to implement the following by the first six (6) weeks of the second semester:

- (1) Recording of grades, activities, attendance etc. on permanent records, official roll books, transcripts and report cards.
- (2) Issuing, inspecting and assessing condition of textbooks.
- (3) Correcting of all standardized tests.

H. An explanation will be given by the building principal within thirty (30) calendar days when a requisition for supplies is rejected or purposely delayed.

I. CALENDAR

Monday, September 2	Labor Day
Tuesday, September 3	Pre-School Conference - No classes
Wednesday, September 4	Pre-School Conference - No classes
Thursday, September 5	Classes Begin
Thursday, October 24	Teacher Institute - No classes
Friday, October 25	Teacher Institute - No classes
Wednesday, November 27	Thanksgiving Recess - Commence at noon
Monday, December 2	Classes Resume
Monday, December 22	Christmas Holiday Commences - No Classes
Thursday, January 2	Classes Resume
Thursday, January 23	Records Day - No Classes
Friday, January 24	Records Day - No Classes
Friday, April 4	Good Friday - No Classes
Monday, April 7	Easter Recess Commences - No Classes
Monday, April 14	Classes Resume
Friday, May 30	Memorial Day - No Classes
Thursday, June 12	Regular Test Day
Friday, June 13	Last pupil and teacher day School year ends Records Day

The following holidays will be considered paid: Labor Day, Thanksgiving, New Years, Good Friday, and Memorial Day.

Pupil Instruction Days - 180

Teachers on Duty Days - 185

Teachers Paid Days - 192

Administration called meetings on days designated as records days shall not exceed one in number or have duration in excess of ninety (90) minutes.



J. 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.

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

L. The 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 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. No Teacher shall be required to serve as a substitute.

M. 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.

N. 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 or newly created position in any professional area in the district shall occur, the Board shall immediately give written notice to the Association and post a dated notice. Such notice shall be posted in an appropriately designated place in each school building for not less than two (2) weeks prior to the closing date for filing applications. In the event a vacancy occurs during the summer, said notices shall be mailed to teachers two weeks prior to the closing date for filing applications. 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

### 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. A copy of each evaluation will be furnished to the Teacher.

B. Evaluations shall be conducted by the Teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the Teacher's work, 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. In the event that the Teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as determined by the Board with the recommendation of the Association.

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, whose concern shall be teacher evaluation.

## Article IX

### 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 representatives. 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 XIV shall not be charged against the Teacher.

D. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the Teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

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.

Any such Teacher shall have the right to have a representative of the Association present during the time that the Teacher is being disciplined or reprimanded.

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

## Article X

### Leave

A. All regularly employed Teachers under contract will be allowed 14 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 (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 115 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).
- (5) Attendance of official M.E.A. meetings by the Association for a total of 12 days.
- (6) Visitations of other public schools to raise the level of teaching or in-service training, with the approval of the building principal.
- (7) Field trips with the approval of the building principal.

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.
- (6) Matters of illness not listed above, if approved by the Superintendent of Schools.

(Immediate family shall be interpreted as father, mother, father-in-law, 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, to be subtracted from personal sick 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, personal business leave may be granted only if approval is secured from the Superintendent of Schools and/or the building principal. Two days may be granted without review. The following matters shall be appropriate reasons for the granting of personal 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-3)
- (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

## Article XI

### 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, Teacher 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 the 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. 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 preceeding the August or September in which he wishes to return.
- (c) Conditions for Return.
  - (1) Qualifications  
Competent proof must be given to the Board that the Teacher applying for return from medical 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 XII

Sabbatical Leave

A. Authorization

1. Sabbatical leave of absence may be granted to members of the teaching staff of the Marysville Public School District. The granting of such leaves are subject to the approval of the Board upon recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
2. The rules and regulations of the Marysville Public Schools Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto.

- (a) Any board after a teacher has been employed at least seven (7) consecutive years by said board, and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a Sabbatical Leave for professional improvement not to exceed two (2) semesters at any one time; provided, that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the board. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the said board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said board; provided, however, that said board shall not be held liable for death or injuries sustained by any teacher while on Sabbatical Leave.
- (b) Teachers on Sabbatical Leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of controls of public school employees' retirement funds.
- (c) A teacher upon return from a Sabbatical Leave shall be restored to his or her teacher position, or to a position of like nature, seniority, status, and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the board made pursuant to law. (Sec. 572, School Code of 1955-M.S.A.-15, 3572).

#### B. Eligibility and Qualifications

Any teacher employed by the Marysville Public Schools District who meets the qualifications shall be eligible to apply for Sabbatical Leave subject to the following conditions and requirements:

1. Applicant must hold a Permanent teaching certificate.
2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Marysville Public Schools District. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven consecutive years.
3. Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
4. Sabbatical Leaves of absence may be granted to one and one-half percent ( $1\frac{1}{2}\%$ ) of the members of the total teaching staff; excepting, that not more than two (2) such leaves shall be granted to any of the three levels of instruction in any one year; excepting further, that the Board may, in the event of a lack of qualified applicants, increase the number of such leaves at any level.



5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
6. The applicant signs an agreement to return to service with the Marysville Public Schools District immediately upon termination of Sabbatical Leave and to continue in such service for a period of one year (unless causes beyond his control prevent), or to refund any compensation received from the Board while on leave except as the Board shall, by special action, waive such obligation.

#### C. Purposes of Sabbatical Leave

Sabbatical Leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leave or other types of experiences will be considered on their merits and may be approved by the Board of Education upon the recommendation of the Superintendent. The following information shall be presented in the application as evidence of the employee's plan to fulfill the purposes of the leave:

1. For Formal Study--A program of work should be outlined which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant in his profession.
2. For Research and/or Writing--The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.
3. For Travel--A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.
4. For Other Reasons--A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

#### D. Application Requirements and Procedures

Applications for Sabbatical Leave must be filed on the prescribed forms with the Superintendent. The due date of such forms shall be February 1 for leaves beginning with the first semester and September 1 for leaves beginning the second semester. The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

Approval of a Sabbatical Leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.

A Sabbatical Leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein.

E. Requirements and Status While on Sabbatical Leave:

1. Financial Policies

- (a) The compensation for the staff members on Sabbatical Leave shall be one half ( $\frac{1}{2}$ ) of the salary he would receive were he on active staff status for the period in which the leave is effective.
- (b) Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The Teacher on leave shall be responsible for keeping the School District Business Office notified as to his address.
- (c) A term of Sabbatical Leave shall entitle the Teacher to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
- (d) The regular personal sick leave policy shall apply to a Teacher on Sabbatical Leave. The Superintendent must be notified promptly of accident or illness. This notice must be sent within ten (10) days after an accident or the beginning of illness for the Superintendent's consideration.
- (e) All current fringe benefits shall be granted to Teachers on Sabbatical Leave.

2. Reports Required on Sabbatical Leave

- (a) An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
- (b) A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school district.
- (c) The Superintendent may require, and the Teacher shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent shall find that the Teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the Teacher by the Board shall become immediately due and all future payments shall cease. When a Teacher completes the planned program of the leave, but does not return to service with the Marysville Public Schools District, he shall within two (2) years repay to the Board the amount received by him during the Sabbatical Leave.

F. Requirements and Status Upon Returning from Sabbatical Leave

1. At the expiration of a Sabbatical Leave, the Teacher shall be restored to his position or to a position of like nature, seniority, status and pay; provided, that the Teacher remains eligible for reinstatement under other rules and regulations of the Board.
2. If a Teacher does not remain in the employ of the Marysville Public Schools District for one (1) year immediately following his Sabbatical Leave, he shall within two (2) years repay the Board the amount of money which has been granted. This rule does not apply in cases wherein the Teacher becomes incapacitated to work or in cases wherein the rule is waived by the Board.

Article XIII

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.

A textbook committee or committees shall be composed of teachers appointed by the Association and administrator(s) appointed by the Board.

B. Procedures

The first meeting of each study committee shall act 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 Board shall accept or reject the recommendation of the professional committee and report to the Association within forty-five (45) days.

Article XIV

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 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 notified 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 in writing 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) 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 370, 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 Association or a representative of the Michigan Education 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 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 of PR&R Committee to comply with the foregoing procedures cancels the grievance.

7. Grievances shall be processed outside of regular classroom hours.

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to advisory arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected from a panel provided by the Labor Mediation Board. The arbitrator shall be mutually agreed upon. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

H. The fees and expenses of the arbitrator shall be shared equally by both parties.

## Article XV

### 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, 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 XVI

##### 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 \$325.00.

#### Article XVII

##### Insurance Protection

The Board of Education agrees to furnish to all Teachers the following insurance protection.

A. The Board will pay up to \$23.25 per month for the twelve month period of October through September towards the cost of hospital-medical-surgical insurance for employees and dependents, (Blue Cross-Blue Shield coverage no greater than the M-75 or its replacement, the M.V.F. plan, 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. 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.

B. The Board will provide payment for any increase in rates for the above plans during the period covered by this contract, but not to exceed \$300.00 per year for a family plan premium.

ARTICLE XVIII

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. 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.

D. A degree substitute Teacher shall be paid \$28.00 a day. A non-degree substitute Teacher shall be paid \$23.00 a day.

A degree substitute Teacher who is assigned to the same position for more than 15 consecutive school days shall receive the minimum salary on the salary schedule for the time taught in excess of the fifteen days.



E. Salary schedules as follows:

SCHEDULE I

	<u>MA</u>	<u>Eds. - Dr.</u>
0- 6,600.	7,200	8,000
1- 6,950.	7,575	8,425
2- 7,300.	7,950	8,850
3- 7,675.	8,350	9,275
4- 8,050.	8,750	9,700
5- 8,450.	9,175	10,125
6- 8,850.	9,600	10,550
7- 9,250.	10,025	10,975
8- 9,650.	10,450	11,400
9- 10,050.	10,875	11,900
10- 10,500.	11,400	12,400

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 - 3% for one Senior Play  
3% for one Junior Play
2. Intermediate yearbook advisor - 3%
3. Director of Music - 7%
4. Advisor of Debate - 5%  
Advisor of Forensics
5. Advisor of Cadet Teacher - FTA - 4%
6. Advisor of High School Student Council - 5%
7. Advisor of Intermediate Student Council - 3%
8. Responsibilities at athletic events - \$6.00
9. Supervisors on spectator bus trips after school hours:
  - (a) Short Trip - Trips to Port Huron, St. Clair, Marine City, or trips of 20 miles or less one way - \$3.00
  - (b) Long Trip - Trips to Cros-Lex, Yale, Algonac, or trips exceeding 20 miles one way - \$12.00

The method of applying these percentages is full years of experience in directing the activity. Credit is given for full years of experience in other school systems up to a maximum of 6 years.

Schedule 3

Coaching Salary Schedule

1. Director of Athletics and Physical Education - \$660.00
2. Advisor to Girls' Athletic Association - 4%
3. Advisor to High School Cheerleaders - 4%
4. Advisor to Junior High School Cheerleaders - 2%

5. Football:

- Head Coach - High School - 9%
- Assistant Coach - High School - 6½%
- Junior Varsity Coach - 5½%
- Junior Varsity Assistant - 4½%
- Freshmen Coach - 5%
- Freshmen Assistant - 4%
- Intermediate Head Coach - 4%
- Intermediate Assistant - 3%
- 7th Grade Flag Football - 4%

6. Basketball:

- Head Coach - High School - 9%
- Junior Varsity Coach - 5½%
- Freshmen Coach - 5%
- Eighth Grade Coach - 4%
- Seventh Grade Coach - 3%

7. Track:

- Head Coach - High School - 6%
- Assistant Coach - 4½%
- Intermediate Head Coach - 3%
- Intermediate Assistant - 2½%

8. Baseball:

Head Coach - High School - 6%

Junior Varsity Coach -  $4\frac{1}{2}\%$

9. Cross Country:

Head Coach - High School -  $4\frac{1}{2}\%$

10. Golf:

Head Coach - High School -  $4\frac{1}{2}\%$

11. Tennis:

Head Coach - High School -  $4\frac{1}{2}\%$

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 1969 summer school program shall receive \$5.35 per hour.

Schedule 5

Travel Allowance

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

Duration of Agreement XIX

This Agreement shall be effective as of August 30, 1968, and shall continue in effect through August 30, 1969. 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