

8-29-74

Marysville

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

Michigan State University

	<u>Page</u>
ARTICLE I - Recognition	2
ARTICLE II - Teacher and Association Rights	3
ARTICLE III - Membership Fees and Payroll Deductions	5
ARTICLE IV - Teaching Hours and Loads	6
ARTICLE V - Transfers and Assignments	9
ARTICLE VI - Teaching Conditions	10
ARTICLE VII - Vacancies and Promotions	13
ARTICLE VIII - Teacher Evaluation	14
ARTICLE IX - Protection of Teachers	16
ARTICLE X - Leave--Personal Illness and Business	18
ARTICLE XI - Leaves of Absence	21
ARTICLE XII - Sabbatical Leave	24
ARTICLE XIII - Professional Study Council	30
ARTICLE XIV - Grievance Procedure	32
ARTICLE XV - Negotiation Procedures	36
ARTICLE XVI - Terminal Pay	37
ARTICLE XVII - Insurance Protection	38
ARTICLE XVIII - Professional Compensation	40
ARTICLE XIX - Reduction of Personnel	46
ARTICLE XX - Duration of Agreement	48

*Office of Superintendent
Marysville Public Schools
1111 Delaware
Marysville, Michigan 48040*

AGREEMENT

This Agreement entered into this ____ day of _____, 1973 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 counselors, 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, namely teaching principal, assistant superintendent in charge of business, 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 parts of this Agreement that shall relate to or concern substitute teachers shall be the Article VI, Section L and 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 all teachers recognized in Article I, paragraph A, shall have the right freely to join and support the Association.

B. There shall be available in each school building three sets of keys for teacher use when school is not in session. Request for use of these keys should be made in advance to the building principal.

C. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use 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. A copy of the minutes shall be sent to the 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 that are official or published will be sent to the Association within one week of their receipt from governmental or public sources upon request. 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 whose Michigan Certification has lapsed, or 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 shall be scheduled and held monthly between the building association representative and the building principal. The date and time for such meetings shall be scheduled by the building representative, and mutually agreed upon by the building representative and the building principal. In addition, a meeting of all elementary building association representatives and elementary administrators shall be held if necessary. The date and time for the meetings shall be scheduled by the Association President and mutually agreed upon by the Association President and the Superintendent of Schools.

L. The Association shall have the right to purchase supplies from the District through the use of requisition forms to the Central Office of the Board of Education.

ARTICLE III

Membership Fees and Payroll Deductions

A. The payroll deduction of membership dues and non-member assessments shall be made each pay period for ten (10) months beginning in September and ending in June of each year. The Association agrees to supply the business office with a monthly list including the name of each teacher, the amount to be deducted, and the total amount to be submitted to the Association each month. The business office will issue a check to the Association equal to the total amount of the Association's monthly list.

Cause to be paid to the Association a representative fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Association) within sixty days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

B. The Board shall make payroll deductions for credit unions, 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 reasons 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 for the 1973-74 school year will be Friday, September 7, 1973.

ARTICLE IV

Teaching Hours and Loads

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. K-5 teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

D. All teachers shall have a duty-free uninterrupted lunch period. The school district will implement and subsidize this program.

Elementary lunch hour shall be no less than fifty (50) consecutive minutes. Intermediate and high school lunch hours shall be no less than 35 consecutive minutes exclusive of passing time.

Teachers of grades 7-12 may be assigned to lunch supervision provided he or they shall have a duty free uninterrupted lunch period. This time of lunch supervision will be part of his normal teaching assignment.

E. Elementary teachers of art, music, and physical education shall be required to teach no more than 270 minutes per day.

F. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the intermediate school will be no more than 25 clock hours. There shall be no more than 30 teaching periods per week. Each 7th and 8th grade teacher shall have 5 unassigned preparation periods per week. Sixth grade teachers shall have preparation periods during the time their students are in special classes of art, music, and physical education. atio

G. 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) Remedial teaching - State regulation.	

The maximum class size per teacher in the secondary and intermediate school shall be as follows:

	<u>Maximum</u>		<u>Maximum</u>
Industrial Arts	25	Science	30
Voc. Shops	25	Foreign Languages	30
Homemaking	25	Typing	32
Art	25	Swimming Pool	40
Art (Intermediate)	30	Phys. Ed.	40
Office Practice	25	<u>Lab Sciences:</u>	
Drafting	25	Biology	27
English	30	Physics	27
Social Studies	30	Chemistry	27
Mathematics	30		

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 4%.

H. The above class size schedule does not preclude the adoption of innovative programs at any level--the proposed program or programs to be submitted to the Professional Study Council for their consideration and recommendation to the Board.

I. Each elementary classroom shall consist of only students of the grade.

J. Full time, separate programs and facilities shall be provided for students who are emotionally disturbed, mentally retarded and physically handicapped, if a qualified teacher can be found for the position.

ARTICLE V

Transfers and Assignments

A. 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.

B. 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. If qualifications are substantially equal, seniority in the Marysville school system will prevail.

C. Teachers performing duties under compensation schedules 2 and 3 shall be notified before July 1 if their duties will not be continued for the next school year.

ARTICLE VI

Teaching Conditions

A. A teacher shall not 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, rest room 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. Telephone facilities will be available to teachers for their reasonable use. There will be at least two separate telephone lines into each school building with the exception of the Morton School.

D. Vending machines for teacher use may be installed in teachers' lounges or teachers' dining rooms in the various buildings at the expense of the Association.

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 the following:

- (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:

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

H. An explanation will be given by the building principal within ten (10) working days when a requisition for supplies is rejected or purposely delayed.

I. Calendar

- (1) See Exhibit 1
- (2) Meetings called by the administration on days designated as records days shall not exceed one in number or be longer than sixty (60) minutes.
- (3) Parent-Teacher Conferences for grades K-12 will be two (2) days in the first semester. Additional time shall be scheduled for Kindergarten Parent-Teacher Conferences if necessary. One day will be scheduled during the second semester to be used as a Parent Conference and/or In-Service Day. (To be determined by the Professional Study Council)

J. The Board will provide:

- (1) A separate desk for each teacher with lockable drawer space. Key shall be available on request to principal. One workable and lockable filing cabinet shall be furnished if requisitioned.
- (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, when requested by the teacher.
- (5) Storage space in each classroom for instructional materials.
- (6) Class record 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, science teachers, and kindergarten teachers). A \$30.00 yearly uniform allowance shall be allowed industrial arts and vocational education teachers.

(8) Office copy machines, typewriter and similar machines shall be available for teacher use.

(9) Individual mail boxes for each teacher.

K. Both parties recognize that teacher participation in extra-curricular school-connected activities is important and will encourage such participation.

L. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call not later than 7:00 A.M. The teacher will provide the principal with a written explanation of any special circumstances which resulted in a late call. If a teacher is willing to take another teacher's class during his preparation period, he shall be compensated according to Article XVIII, Schedule 4. Teachers who substitute shall be compensated no later than three (3) weeks after substituting. Substitute teachers shall be used to replace teachers of Art, Music, and Physical Education on the elementary level.

M. The cost of a physical examination, upon initial employment and at the request of the Board of Education, for all teachers shall be paid by the Board. When X-ray is needed to replace skin test, the cost 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. The Board will not issue any contract for a vacancy until expiration of the 14 day posting period. In the event a vacancy occurs during the summer, said notices shall be mailed to teachers who qualify, appropriate building Association Representatives and Association officers at the latest address appearing on the Board's records, two weeks prior to the closing date for filing applications.

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 teaching performance of non-tenure teachers shall be observed and a written evaluation on Form E prepared during each semester of probation. The building principal and the MEA shall jointly assign each non-tenure teacher a sponsor at the beginning of his or her employment. The sponsor, or another tenure teacher chosen by the non-tenure teacher, may attend the conference following each formal evaluation. A duplicate copy of Form E¹ shall be submitted to the non-tenure teacher at the time of such personal interview or within ten days thereafter. Both forms shall be signed by the building principal and the non-tenure teacher.

A pre-announced, informal observation of the performance of each non-tenure teacher shall take place during the first eight weeks of the first semester of employment, followed by a review of this observation. No written record shall be kept of this conference.

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. An evaluation of the work of tenure teachers may be made by the Administration on Form E. After such an evaluation the Administrator will discuss his evaluation with the teacher who may request the presence of the Association representative for that building, or an Association member mutually acceptable to both parties.

The results of the evaluation shall be recorded within ten days on Form E and a copy presented to the teacher, after being signed by both parties.

¹ See Exhibit 2

E. Each teacher shall have the opportunity to review his or her evaluation report and in the event that the teacher feels this report is incomplete or unjust, he may put the 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 evaluation of professional growth as determined by the Board with the recommendation of the Association.

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 recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported by the principal to the Board or its designated 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.

G. No teacher shall be disciplined within the view of, or hearing of other persons except as in F above.

H. All teachers shall enjoy all civil rights as set forth in the Constitution of the United States and the State of Michigan during their employment with the Marysville School District.

I. The Board of Education shall establish procedures for emergency situations. Such procedures to be distributed in writing to all personnel.

ARTICLE X

Leave -- Personal Illness & Business

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 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 175 sick leave days. Each teacher under contract shall be notified during the month of September 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 120 days to a general sick leave bank, to be administered by the Board. Said 120 days shall be non-cumulative. Upon the Board's determination, it may allow a maximum of ten (10) 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 with pay:

1. Leave chargeable to personal sick leave bank:
 - a. Personal illness
 - b. Illness in the immediate family (5 days per year)
 - c. Death in the immediate family
 - d. Time when emergency illness in immediate family requires a teacher to make arrangements for necessary medical or nursing care
 - e. 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, former legal guardian, brother, brother-in-law, sister, sister-in-law, spouse, child, grandchild, grandparents, or any family member living within the same household.)

2. Business leave chargeable to personal sick leave bank:

A maximum of three (3) personal business days, two with review and one without review (non-cumulative) will be allowed annually without loss of pay, chargeable against sick days, for business and family obligations that cannot be met outside the regular school day. Personal business days may be used for such things as court appearances, attending graduation exercises of children and attending funerals of relatives and close personal friends, providing that arrangements are made with the school principal five (5) days in advance of the anticipated absence. In case of an emergency, the principal may waive the five (5) days advance notice. Forms for requesting a personal business day will be available in the school offices and approval of a Central Office administrator is required before the absence is approved without loss of pay under this paragraph. Except for funerals of relatives and close personal friends, the last working day before or after a holiday or vacation will not be recognized by the Board as a personal business day. Personal business days will not be permitted for the purposes of personal pleasure such as travel, hunting, skiing, sports events, extended vacations or for gainful employment. Routine doctor and dentist appointments are to be scheduled on the teacher's personal time. Emergency doctor and dentist appointments will be deducted from sick leave. The five (5) days advance notice is not required for the funerals of relatives or close personal friends.

3. Leave of absence not chargeable to personal sick leave bank:

- a. Jury Duty (Board to make up difference in pay).
- b. Court appearance as a witness if subpoenaed (Board to make up difference in pay).
- c. Teachers absent because of mumps, measles, scarlet fever or chicken pox shall not suffer loss of personal leave or salary.
- d. Line-of-duty accidents that qualify for Workmen's Compensation benefits. The Board shall make up the difference between the regular salary and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.
- e. Attendance at official M.E.A. meetings by the Association for a total of 12 days.
- f. Visitations of other public schools to raise the level of teaching or in-service training, with the approval of the building principal.
- g. Field trips with the approval of the building principal.

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. The teacher shall be permitted to return on schedule within a one (1) year period; upon application by teachers to the Board, extensions may be granted. 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. Leave of absence may be granted for one (1) year without pay for tenure teachers. The teachers shall be permitted to return on schedule within one (1) year. No increment will be granted for that year.

E. Military Leave

1. Call to active duty for training members of the 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 teacher 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:

1. 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.

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 the 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 tenure teachers. 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 teacher 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 tenure 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 teacher.
4. Sabbatical Leaves of absence may be granted to not more than two percent (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 of the following school year 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 teacher on Sabbatical Leave shall be one half (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 teacher 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 provided that insurance benefits will be granted to the extent permitted by the carriers.

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 Article XII of the Agreement.

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 Council

A. Purpose

The Professional Study Council shall be charged with the responsibility of establishing--

1. A permanent Curriculum Study Committee.
2. A textbook committee
3. Planning for implementation of Article VI, Section I, Part 3
4. Other committees which in its judgment are needed for continual improvement of the educational process.

B. Organization

The Professional Study Council shall be composed of--

One member of the Board of Education
Superintendent of Schools
High School Principal
Intermediate School Principal
Elementary Principal
President of Marysville Education Association
High School Teacher (selected by Association)
Intermediate School Teacher (selected by Association)
Two Elementary School Teachers (selected by the Association)
who shall represent the early and later elementary grades.

The Superintendent of Schools shall act as Chairman of this council. Chairmen of curriculum committees and department chairmen shall not be members of this committee. Meetings of the Professional Study Council shall be open to all teachers with voting privileges being reserved to the designated council members.

C. This Council shall meet not later than the third week after the opening of school to review needs and establish goals for the current and future years. A schedule for meetings shall be established at this meeting.

D. The Board shall accept or reject the recommendation of the Professional Study Council and communicate its decision in writing to the Association within thirty-five (35) days.

E. Minutes of the Professional Study Council shall be distributed to the Building Association Representatives.

ARTICLE XIV

Grievance Procedure

A. Definitions

1. A "Grievance" is a complaint by a teacher 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 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 in writing. 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. (See Exhibit 5)

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, 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 within five (5) days after presentation of the grievance, he shall within ten (10) 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, in writing, 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 shall within ten (10) 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 shall meet with the Association President, PR&R Committee Chairman, the Building Representative(s), and the parties to the grievance for the purpose of arriving at a decision to the grievance.

4. Level Four

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 within ten (10) days after notification in writing to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or 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. His power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

The decision of the arbitrator, if within the scope of his authority, as above set forth, shall be final and binding.

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

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 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 not be filed in the personnel file of the teacher.
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. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

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.

E. There shall be three signed copies of the final agreement for the purposes of record: One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XVI

Terminal Pay

A. After twelve (12) continuous years of regular employment under contract with the school district, ten dollars (\$10) per day for each unused sick day accumulated over thirty (30) days up to a maximum of one thousand dollars (\$1,000) will be paid to the teacher who retires from the employ of the school district and who meets the minimum requirements for drawing retirement benefits from the Michigan Public School Employees Retirement Fund.

B. A teacher who dies while employed by the school district and who meets the time requirements set in Paragraph A will be eligible for the same benefits as a teacher retiring. The termination pay earned will be paid to the teacher's beneficiary.

ARTICLE XVII

Insurance Protection

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

A. The Board will pay the cost of hospital-medical-surgical insurance for each regularly employed teacher under contract who makes proper application to participate, provided the teacher is not already covered by comparable insurance. The teacher shall have the option of selecting either the Blue Cross-Blue Shield Master Plan (Single, Married, Family) or the M.E.A. Super Med Plan (Single, Married, Self and Children, Family). The Board agrees to deduct from the teacher's salary and remit to the carrier any premiums for any additional protection over and above the stated plans. 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 the hospital-medical-surgical insurance for the twelve month period of October through September.

C. The Board will pay the premium for \$15,000 Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the Board. Subject to agreement by the carrier, the policy will include the following privileges: (1) Employees who start work after the effective date of the policy will be covered effective the first date of the month following active employment; (2) Employees leaving employment with the School District after the effective date of the policy will be covered until the first day of the month following departure; (3) Employees will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability. The provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premium as set forth in this paragraph.

In the event of accidental death, the insurance will pay double the specified amount.

D. Long Term Disability Insurance--The District shall pay the actual premium cost to provide long term disability coverage for each contracted teacher as follows:

1. For any disability as defined by the insurance carrier which exists for a period exceeding 180 calendar days
2. To insure 60 per cent of covered salary to a maximum of \$1,000 per month. The benefit to include primary and family social security benefits as defined by the carrier, and to continue to age 65.

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 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 15 days. Further that commencing with the 16th day of consecutive teaching, as indicated in sentence one of this paragraph, said substitute will receive and conform to all provisions of the Agreement.

E. Teachers that receive additional credit beyond their B.A. or M.A. may qualify for professional compensation², provided the teacher has satisfied the following conditions:

1. The fifteen or thirty semester hours of credit must be earned after September 1, 1970.
2. The fifteen or thirty semester hours of credit be granted by a degree granting institution, and be granted toward an approved degree program.³

F. Salary Schedule (See Page 41).

²See Schedule 1-A.

³This condition may be waived by the Superintendent of Schools.

EXHIBIT 3

SCHEDULE 1

Salary

1973-74

<u>Years</u> <u>Experience</u>	<u>Level</u>	<u>B. S.</u>	<u>M. A.</u>	<u>Ed. Sp.-Dr.</u>
0	1.	8,500	9,400	10,000
1	2.	9,110	10,040	10,690
2	3.	9,720	10,680	11,380
3	4.	10,330	11,320	12,070
4	5.	10,940	11,960	12,760
5	6.	11,550	12,600	13,450
6	7.	12,160	13,240	14,140
7	8.	12,770	13,880	14,830
8	9.	13,380	14,520	15,520
9	10.	13,990	15,160	16,210
10	11.	14,600	15,850	16,900

SCHEDULE 1-A

Rate of Compensation

B.A. Degree & 15 semester hours	\$300.00 Additional Each Year
B.A. Degree & 30 semester hours	\$500.00 Additional Each Year
M.A. Degree & 15 semester hours	\$300.00 Additional Each Year
M.A. Degree & 30 semester hours	\$500.00 Additional Each Year

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.

The method of applying 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 seven (7) years.

SCHEDULE 2

1. Dramatics - 4% for one Senior Play
4% for one Junior Play
2. Intermediate Yearbook Advisor - 3%
High School Yearbook Advisor - 7% or scheduled as a class,
one period per day, plus 1%
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% or 1 hour
release time per day
7. Advisor of Intermediate Student Council - 3%
8. Responsibilities at athletic events - \$10.00
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 - \$10.00
 - (b) Long Trip - Trips to Cros-Lex, Yale, Algonac,
or trips exceeding 20 miles one way - \$15.00
10. Bus Supervision - 2%

SCHEDULE 3

Coaching Salary Schedule

1. Director of Athletics and Physical Education - 5%
2. Advisor to Girls' Athletic Association - 5%
3. Advisor to GAA Director - 4%
4. Advisor to High School Cheerleaders (grades 9-12) - 5%
5. Advisor to Junior High School Cheerleaders - 3%
6. Girls Varsity Basketball Coach - 5%
7. Girls Assistant Basketball Coach - 4%
8. Swim Show - \$200
9. Football:
 - Head Coach - High School - 9%
 - Assistant Coach - High School - 6½%
 - Junior Varsity Coach - 5½%
 - Junior Varsity Assistant - 4½%
 - Freshman Coach - 5%
 - Freshman Assistant - 4%
 - Intermediate Head Coach - 4%
 - Intermediate Assistant - 3½%
10. Basketball:
 - Head Coach - High School - 9%
 - Junior Varsity Coach - 5½%
 - Freshman Coach - 5%
 - Eighth Grade Coach - 4%
 - Seventh Grade Coach - 4%

11. Track:

Head Coach - High School - 6%

Assistant Coach - 4½%

Eighth Grade Coach - 3½%

Seventh Grade Coach - 3½%

12. Baseball:

Head Coach - High School - 6%

Junior Varsity Coach - 4½%

13. Cross Country:

Head Coach - High School - 4½%

14. Golf:

Head Coach - High School - 4½%

15. Tennis:

11. Track:

Head Coach - High School - 4½%

Head Coach - High School - 6%

16. Swimming:

Assistant Coach - 4½%

Head Coach - High School - 7%

Eighth Grade Coach - 3½%

17. Wrestling:

Seventh Grade Coach - 3½%

Head Coach - High School - 6%

12. Baseball:

Assistant Coach - High School - 4½%

Head Coach - High School - 6%

Junior Varsity Coach - 4½%

13. Cross Country:

Head Coach - High School - 4½%

14. Golf:

Head Coach - High School - 4½%

15. Tennis:

11. Track:

Head Coach - High School - 4½%

Head Coach - High School - 6%

16. Swimming:

Assistant Coach - 4½%

SCHEDULE 4

Summer Programs

All teachers employed in the 1974 summer school program shall receive \$7.30 per hour.

SCHEDULE 5

Travel Allowance

Teachers who must use personal transportation in performance of their duties between schools will be paid fifteen (15) cents per mile and all other authorized travel will be paid at the rate of twelve (12) cents per mile.

ARTICLE XIX

Reduction of Personnel

1. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall follow the procedure listed below:

- a. Teachers not holding a regular Michigan provisional, continuing, or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
- b. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Marysville Public Schools system will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
- c. If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Marysville Public Schools System will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.

2. Length of service is defined as unbroken service in the Marysville Public Schools system. Leaves of absences with or without pay, and absences due to layoff are not to be considered a break in service. Time spent on leave or laid off status will not count toward continuous service time.

3. Recall - In the event of layoff, the Board will institute a recall procedure which will be in the inverse order of the above layoff procedure.

4. Seniority right shall be lost by the teacher if the teacher does not return within fifteen (15) working days when he is recalled from layoff.

5. The Board shall give no less than sixty (60) days notice to the teacher being laid off.

6. It is intended that this Article XIX, takes precedence over and governs the individual teaching contracts; and the individual teaching contract is expressly conditioned by this Article.

7. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement, shall be reinstated in full upon re-employment.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of August 30, 1973 and shall continue in effect through August 29, 1974. 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

CALENDAR
1973 - 1974

Thursday, August 30	Pre-School Conference
Friday, August 31	Pre-School Conference
Monday, September 3	Labor Day
Tuesday, September 4	Classes Begin
Thursday, November 8	Parent-Teacher Conference
Friday, November 9	Parent-Teacher Conference
Thursday, November 22	Thanksgiving Recess
Friday, November 23	Thanksgiving Recess
Monday, November 26	Classes Resume
Monday, December 24	Christmas Recess
Monday, January 7	Classes Resume
Friday, January 25	Records Day
Friday, April 5	Parent-Teacher/In-Service Day
Monday, April 8	Spring Recess
Tuesday, April 16	Classes Resume
Monday, May 27	Memorial Day
Friday, June 14	Records Day

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

Student Instruction Days	180
Teacher on Duty Days	187
Teacher Paid Days	193

MARYSVILLE PUBLIC SCHOOLS - Teacher Evaluation Report

Teacher _____ School _____

Grade or Subject _____ Date of Visit _____

TENURE _____ NON-TENURE 1 2 3

A description and explanation of each of the items listed below has been provided each teacher. Additional copies are available in the school office.

	Excellent	Very Good	Good	Needs Improvement	Poor
1. Characteristic Outlook					
2. Sympathetic Understanding.					
3. Emotional Stability.					
4. Judgment and Tact.					
5. Adaptability and Resourcefulness					
6. Cooperation and Dependability.					
7. Health					
8. Speech					
9. Appearance					
10. Classroom Atmosphere					
11. Personal Relationships					
12. Pupil Freedom and Control.					
13. Content.					
14. Planning and Preparation					
15. Presentation and Development					
16. Follow-Up.					
17. Growth in Responsibility					
18. Growth in Knowledge and Skills					
19. Growth in Attitude and Appreciation.					
20. Special Needs.					
21. Attention to Essential Details					
22. Subject Matter Problems.					
23. Personal Problems.					
24. School Activities.					
25. Total School Program					
26. Fellow Teachers.					
27. Parents and Community.					
28. Teaching as a Profession					
OVER-ALL STRENGHT TO THIS SCHOOL					

COMMENTS _____

RECOMMENDATION _____

Teacher's Signature

Principal's Signature