

? , 1967

This Agreement entered into this _____ day of _____ 1966 by and between the Board of Education of L'Anse Creuse Public Schools School District, Mount Clemens, Michigan, hereinafter called the "Board" and the L'Anse Creuse Education Association, hereinafter called the "Association".

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the L'Anse Creuse Public Schools School District is their mutual aim and that the character of such education depends predominatly upon the quality and morale of the teaching service, and

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Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract and any catagories not deemed supervisory shall be included in the unit: Excluding Superintendent, Ass't. Superintendents, Principals, Ass't. Principals, Curriculum Coordinator, and Special Education Supervisor. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

*MEA
1216 Kendak
E. Lansing, MI 48823*

L'Anse Creuse Public Schools

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

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as are currently established. Such sum shall be deducted as dues from the regular salaries of all such teachers. As soon as collection of the combined dues exceeds or equals the amount of the Association dues said Association dues shall be transmitted to the Association Treasurer.

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

ARTICLE II

TEACHER RIGHTS

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

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

C. The Association and its members shall not be prevented from using school building facilities in accordance with the current school facility use policies and forms. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The association will be allowed the use of established communication facilities.

D. The Board agrees to furnish to the Association in response to reasonable requests to the Superintendent of Schools, from time to time, all available information concerning the financial resources of the district, tentative

budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

E. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized or undertaken by its members within the life of this contract and that any teacher engaging in a concerted work stoppage, authorized or unauthorized by the Association, in the L'Anse Creuse District or in any of its schools will be subject to dismissal according to statutory provisions.

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in schedule "A" which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the one-year term of this agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as defined in Article V, Section A, September through June during normal teaching hours. For extra ^{teaching} periods, the teacher shall be entitled to additional professional compensation at the same rate as established for adult education and driver education. Said current rate during the term of this contract will be \$5.00 per hour.
- C. A teacher shall be released from regular duties without loss of salary at the rate of one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association, provided, that the two days annual released time be scheduled so as to allow all teachers to be gone at the same time. Nothing in this paragraph shall be construed to suggest that two days will be granted each individual teacher at his or her request in such a manner that the school district will be forced to maintain school for the youngsters involved and bear the cost of a substitute teacher for those days.
- D. Credit for experience outside the school system shall be evaluated by the Board of Education and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit, to a maximum of four years shall be given for years of teaching experience.
- E. Increments (Index Adjustments) become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1.
- F. Longevity payments will be granted at the rate of 2% for 15 to 20 years service and 4% for 21 or more years of service, all of which has been within the L'Anse Creuse Public Schools school system. The exact longevity pay will be determined by applying appropriate percentage factor to the top step of the salary schedule (at the appropriate degree level) of the person awarded longevity payment.
- G. Substitute teachers shall receive \$20.50 per diem.

ARTICLE III

"SCHEDULE A"

SALARY PROPOSAL

YEARS	BA	MA	INDEX
0	5600	6100	1.000
1	5852	6375	1.045
2	6115	6661	1.092
3	6390	6960	1.141
4	6675	7271	1.192
5	6978	7600	1.246
6	7325	7979	1.308
7	7689	8375	1.373
8	8075	8796	1.442
9	8478	9235	1.514
10	8904	9700	1.590
11		10,180	1.669
	BA + 15 Sem Hours	\$150.00 Add.	
	BA + 25 Sem Hours	200.00 Add.	
	BA + 30 Sem Hours	300.00 Add.	
	MA + 15 Sem Hours	150.00 Add.	
	MA + 30 Sem Hours	300.00 Add. (or EDS)	
	MA + 50 Sem Hours	450.00 Add.	
	MA + 80 Sem Hours	600.00 Add. (or PhD)	

ARTICLE III

SCHEDULE B
SUPPLEMENTARY SALARY SCHEDULE

Head Football	9%
Assistant Football	6%
Junior Varsity Football	6%
Junior High School 7 and 8 Football	5%
Junior High School 9 football	5%
Head Basketball	9%
Junior Varsity Basketball	6%
9th Basketball	5%
7 and 8 Basketball	5%
Track 10, 11, 12	7%
Assistant Track Cross-Country	6%
Track 7 and 8	5%
Head Baseball	7%
9th Track	5%
9th Baseball	5%
Wrestling	7%
Golf	3%
Gymnastics High School	4%
Gymnastics Junior High School	4%
Elementary Phys. Ed.	3%
Cheerleading High School	2%
Cheerleading Junior High School	2%
Yearbook Sr. High	7%
Seph., Junior, Sr. Class Advisors 2 per grade	1% each
Newspaper	4%
Debate - Forensics	4%
Dramatics 2 plays	3% per play
Band Director, Sr. High	6%
Band Director Jr. High	2%
Department Heads	10%
Coordinator - Cooperative Ed. & Music	6%
"Active" Clubs	1% each
G. A. A.	4%
Yearbook, Jr. High	3%

SPECIAL EDUCATION

Diagnostician	10%
Spec. Ed. Teacher	5%
Speech Therapist	5%
Visiting Teacher	16%

Pay for each of these positions will be calculated by applying the percentage factor indicated for the job to the Bachelor's Degree base salary (0 years experience) of the salary schedule "A" of this article.

ARTICLE IV

TEACHING HOURS

- A. Teachers shall be in the building no later than fifteen (15) minutes before the first class period.
- B. Teachers shall be free to leave the school building no earlier than fifteen (15) minutes after the last period of the day, provided, that all bus students have been picked up and the building is clear, unless principal permits release; provided further, however, that by prior arrangements said teachers shall be available for after school parent conference, building meetings, etc. without cause for supplementary compensation.
- C. All teachers shall be entitled to a duty-free unobstructed lunch period of one-half hour.

TEACHING LOADS AND ASSIGNMENTS

- A. In the secondary schools, each teacher shall be allowed no less than 5 conference and/or preparation periods per week as part of the recognized daily schedule. Conference and/or preparation periods in the elementary schools will be those which result from the schedule established by music teachers or any other special teachers who assume the responsibility for the entire class group. Teachers at all levels may be ^{OCCASIONALLY} requested to fulfill other supervisory functions, provided, said supervisory functions do not detract from their 30 minute unobstructed lunch period. Assignment beyond the provisions of this paragraph shall be paid in accord with section "B", article III.
- B. Since pupils are entitled to be taught by teachers who are working within their area of greatest competence, it shall be the policy of the L'Anse Creuse Public Schools to assign teachers in areas in which,
1. they have demonstrated competence and/or
 2. they have achieved a major training emphasis and/or
 3. in fields appropriate to their certification and/or
 4. in areas in which both teacher and principal deem the teacher to be interested and potentially proficient.
- C. Teachers who will be affected by a change in grade assignment in the elementary schools, or by a change in subject assignment in the secondary schools, will be notified by the principal as soon as practicable. Every effort will be made to avoid re-assignment of probationary teachers unless the teacher requests such a change or unless as a result of the teacher's prior experience the principal deems said teacher's qualifications best suit said teacher to a different grade and/or subject assignment.

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil teacher ratio is an important aspect of an educational program the parties agree that class size should be an important factor in working toward the development of a sound budget. It is further determined that in times of over crowding of certain grades, while other grades and sections within the school district might be under populated, careful consideration shall be given to transfer of teaching personnel so that the teaching load will be more nearly equalized, hence more nearly equalizing effectiveness in all schools within the district.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools which are necessary to a quality education, and agrees at all times to keep the schools reasonably and properly equipped and maintained. With this in mind, the Board agrees to guard zealously against all attempts from various and sundry groups to limit funds available for such tools at a dollar level below that which is required to maintain these supplies adequately.

C. Recognizing that deficit financing is both illegal and, if carried to extremes, disastrous to future year programs in terms of both salaries and supplies, the Board will operate on a balanced budget.

D. Since the Board realizes that the health and safety of the students and professional employees is of the utmost importance for a sound educational program, the Board agrees that teachers will not be expected to report to, or work when, the school is forced to be closed because of unsafe driving conditions, ^{BREAKDOWN OF HEATING OR} or sanitary equipment breakdown.

E. For the convenience, comfort and privacy of teachers, each building shall contain a room which shall be reserved for teachers' use and from student use.

F. Telephone facilities in the principal's outer office shall be available to teachers for their reasonable use upon request.

G. Any school owned parking facility shall be available for teacher parking.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

L'Anse Creuse Public Schools

CALENDAR FOR 1966-67

Friday, September 2	Faculty Meetings (New)
Monday, September 5	Labor Day (Schools Closed)
Tuesday, September 6	Faculty Meeting or Registration
Thursday, Friday, November 3,4	State Teachers Institute (Schools Closed)
Wednesday, November 23	Thanksgiving Vacation (Close At Noon)
Thursday, November 24	Thanksgiving Day
Monday, November 28	School Reopens
Thursday, December 22	Christmas Vacation (Close At End Of Day)
Sunday, December 25	Christmas Day
Sunday, January 1	New Years Day
Monday, January 2	Holiday
Tuesday, January 3	Schools Reopen
Thursday, Friday, January 26, 27	Teachers Record Day And End Of 1st Semester (Schools Closed)
Monday, January 30	Start Of 2nd Semester
Thursday, March 23	Easter Vacation (Close At End Of Day)
Sunday, March 26	Easter Day
Tuesday, March 28	School Reopens
Tuesday, May 30	Memorial Day (Schools Closed)
Thursday, Friday, June 8, 9	Teachers Record Days And End Of 2nd Semester (Schools Closed)

ARTICLE VII

VACANCIES AND PROMOTIONS

A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur. This application should be renewed biannually. Whenever any vacancy in a professional position, which would result in additional compensation or new responsibilities, occurs, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and providing for appropriate posting in each school building. The deadline for accepting applications will be indicated on said posting.

B. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. All other factors being equal the Board shall support a policy of promotions from within its own teaching staff and give weight to the number of years an employee has been in continuous service to the district.

C. The right to hire, assign, promote, transfer, discharge or discipline for cause and to maintain efficiency of teachers is the exclusive responsibility of the Board except that Association members shall not be discriminated against as such; in addition the subjects to be taught, the location and operation of the schools and the assignment and scheduling of teachers are exclusively the responsibility of the Board.

ARTICLE VIII

TRANSFERS

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum^m teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. In case of unrequested transfer, teacher may request conference with the Superintendent of Schools.

B. A teacher may apply for a specific position at any time. Such application should be in writing addressed to the Superintendent of Schools. Application will be considered should such vacancy occur. This request should be renewed biannually.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he would have under this Agreement had he remained in a teaching position, provided all such service is continuous within the L'Anse Creuse School System.

ARTICLE IX

LEAVES OF ABSENCE

A. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) Absence when a teacher is called for jury service.
- (2) Approved visitation (approved in writing by the Superintendent of Schools) at other schools or for attending educational conferences or conventions.
- (3) Time necessary to take the selective service physical examination.
- (4) Court appearances as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.
- (5) In four (4) this section shall apply if the teacher is a plaintiff or defendant only if the decision of the court is in favor of the teacher.
- (6) Three (3) days shall be allowed for a death of a member of the immediate family. (Immediate family shall be interpreted as: mother, father, husband, wife, child, sister, and brother, or the family unit living in the same household.)

B. Leaves of absence of not more than one year without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research, or special teaching assignment involving probable advantage to the school system.

Upon returning from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

C. A leave of absence for maternity, without pay, shall be granted to any employed staff member, upon [✓]written request for such leave. The leave shall be for up to one year. Said leave may be renewed upon [✓]written application to the Superintendent of Schools.

The application for such leave must be filed not more than three months after pregnancy has been determined. The employee shall terminate her work not later than the end of the fifth month of pregnancy, or upon the recommendation of the Superintendent of Schools.

D. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association.

E. Military leaves of absence shall be granted to any L'Anse Creuse Teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

F. The Board shall grant a leave of absence without pay to any teacher to serve in a public office.

ARTICLE X

LEAVE PAY

A. One (1) day per month of service shall be allowed for personal illness or serious illness in the employee's immediate family with accumulation to one hundred twenty (120) days. (Immediate family shall be interpreted as: mother, father, husband, wife, child, sister, and brother or the family unit living in the same household.)

B. The accumulation of sick leave shall be retroactive to the school year 1953-54 for those teachers who have been continuously employed since that time.

C. Each teacher shall be granted two (2) days leave with pay, during each working year, for personal business. Personal business days must have prior approval from the Superintendent before being granted. Business leave days shall be deducted from the employee's accumulative sick leave allowance.

D. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall be supplemented with a sufficient amount to maintain his regular salary for a period not exceeding his sick leave accumulation. Such accumulation shall be charged only for that portion in excess of the compensation payment.

ARTICLE XI

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as ammended, the Board agrees to furnish to all teachers the following insurance protection:

The Board shall provide full payment of teacher comprehensive hospitalization, medical and surgical protection to the teacher and his immediate family under ~~the~~ current basic Blue Cross Insurance plan, excluding any riders. The effective date of said subsidy will be October ~~of the first year employed~~ *OF THE* ~~the L'Anse Creuse Public Schools.~~ *year 1966* Said coverage to be continuing throughout period of employment, including summer months. Termination of such subsidy shall be effective June 30 of the last full year of employment in the L'Anse Creuse Public Schools.

ARTICLE XII

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher which shall result in a written evaluation shall be conducted without the use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices.

B. Each teacher shall have the right, upon request, to review the contents of his evaluation records made in this school district. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when any administrative act results in a reduction in rank, compensation, or deprivation of any professional advantage.

ARTICLE XIII

PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault with the threat to do bodily harm or battery upon a teacher shall be promptly reported to the Board or its designated representative. Student shall immediately be removed from the school program and placed under the direct charge of the appropriate designated authority with suspension as soon as arrangements can be completed for said student's safe deposit at home. Said suspension to continue until appropriate action is taken. Upon request the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

C. If any teacher is complained against or sued by reason of disciplinary action, as specified in The General School Laws, taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident within the stipulations of this Article shall not be charged against the teacher.

E. In the event of loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises a reasonable settlement may be gained through grievance procedure. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital within provisions of

the Workmans' Compensation Act, and shall not result in a loss of or reduction in salary.

F. Teachers shall exercise reasonable care with respect to the safety of pupils and property. Within such reasonable care, the teacher shall not be held individually liable for any damage or loss to person or property.

ARTICLE XIV

NEGOTIATION PROCEDURES

A. In negotiations 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. At the first negotiating session the number of negotiators for each team shall be determined and other procedural rules drawn. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association voting, but the parties mutually pledge that representatives selected by each 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.

ARTICLE XV

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim which causes distress based upon an event or condition which affects conditions or circumstances related to school operation.
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 or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The teacher's immediate supervisor, or 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. Nothing herein prevents the Superintendent from being the representative of the Board in a single building grievance.

ARTICLE XV (cont'd)

D. Procedure

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

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

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal within five days of the occurrence of the distressing issue; individually, together with an Association Representative, or through an Association Representative. A grievance may be made upon the results of an act which did not result in a grievance at the time of the original act, but which later results in a grievance condition. Such supervisor or principal shall render a written decision within five days of receipt of the grievance.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, he, within five days of such disposition, may file the grievance, along with the decision which shall be signed by both parties, with the Association's PR & R Committee.
- (b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with all supporting documents with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a written decision as to the solution. An extension of five (5) days will be granted upon written request to the Association by the Superintendent.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he, within five (5) days of such disposition, may refer the grievance through the PR & R Committee (provided the PR & R Committee supported this grievance at Level Two) to the Board of Education's Review Committee. This committee shall be composed of two members of the Board of Education. Within ten (10) days of receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and one other Association representative for the purpose of arriving at a mutually satisfactory

ARTICLE XV (cont'd)

solution to the grievance. A written decision shall be rendered within ten (10) days. An extension of five (5) days will be granted upon written request to the association by the review committee.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance ~~shall~~ ^{MAY} immediately be transmitted to the full Board of Education. If said Board of Education does not render a decision ~~mutually~~ satisfactory, or if no decision is reached within the ten (10) day period, the grievance may be immediately transmitted to the State Labor Mediation Board.

E. Rights to Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. 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.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the evaluation records of the participants.
4. 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 available within each school building so as to facilitate the operation of the grievance procedure.
5. All parties shall have access to places and records for all information necessary to the determination and processing of the grievance at all four levels. Nothing herein prevents a teacher from seeking information from the administrative office.