

6.30.67

FILE

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE MENOMINEE AREA PUBLIC SCHOOLS AND THE MENOMINEE CITY DISTRICT of the MICHIGAN EDUCATION ASSOCIATION

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

17
Menominee
1966-67

Menominee Area Public Schools

This agreement entered into this 2nd day of August, 1966,

by and between the Board of Education of the City of Menominee, Michigan, hereafter called the Board and the Menominee City District of the Michigan Education Association, hereafter called the Association.

ARTICLE I

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of this school district is their mutual aim, and that the character of such education depends largely upon the quality, integrity, ethics, and morale of the teaching service, and,

WHEREAS, the Board recognizes that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, Public Law 379 authorizes public employees and public employers to enter into collective negotiation agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees, and

WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiation agreement in the belief that such action is in the best interest of the residents of the Menominee Area Public School system, the students attending the schools therein, and the teachers represented by the Association,

MEA
1216 Kendall
East Lansing, Mich. 48823

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

- a. The Board hereby recognizes the Association as the exclusive bargaining representative for all teaching personnel of the district (excluding administrators and supervisors). The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.
- b. The Board agrees not to negotiate with any teacher's organization other than the Association until June 30, 1967. 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.
- c. 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.
- d. 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). Such sum shall be deducted as dues from the regular salaries of all teachers during October 1, 1966 through December 31, 1966, and remitted not less frequently than monthly to the Association.

ARTICLE III

TEACHERS' RIGHTS

a. Pursuant to Act 379, 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 their mutual aid and protection. As a duly elected body exercising governmental powers under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his protection in any activities of the Association or collective 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 or an arbitrator appointed pursuant to the provisions of this agreement, and the Board agrees to prudently consider any order thereof. It is also recognized that the Association and the Board will share equally all expenses incurred as a result of this action.

c. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Bulletin

boards and other established media of communication may be made available to the Association and its members by the Board of Education.

d. The Board agrees to furnish to the Association in response to reasonable request from time to time, available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information which should assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

PROFESSIONAL COMPENSATION

a. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated into this agreement. Such salary schedules 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 hereinafter defined, September 2nd to June 10th, during normal teaching hours. For extra class assignments, the teachers shall be entitled to appropriate, additional compensation. The compensation of any teacher shall be determined at the rate of 10% of his base salary, as set forth in Schedule A. Teachers of academic courses (not to include industrial education courses) who are assigned more than five classes shall be compensated at the above rate. The representative of the Board shall use his considered judgement in deciding which teacher shall receive this compensation. The teacher shall be paid, in addition to his base salary, for time spent after the regular school day in supervision of extra-

curricular activities ^{of students} ~~and studies~~ for which there is a schedule.

c. New teachers shall be required to report on September 2, 1966, which is prior to the date of September 6th, when students enroll and department meetings are held. Regular classes begin September 7, 1966.

d. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

e. Substitute teachers shall be compensated as per schedule, Appendix C.

ARTICLE V

TEACHING HOURS

a. The teacher's normal teaching hours shall be as follows:

	<u>High School</u>	<u>Elementary</u>
1. Teachers check in no later than	8:00 a.m.	8:15 a.m.
2. Teachers shall leave school no earlier than	4:00 p.m.	4:00 p.m.

b. The Board recognizes the principle of a standard work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work weeks. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building.

c. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular noon lunch period. In no event, less than thirty-five minutes.

d. Elementary teachers will be provided a fifteen-minute

relief time per day. Teachers of music, art, laboratory science, physical education, shall have at least one such period each day.

ARTICLE VI

TEACHING LOAD AND ASSIGNMENTS

- a. The normal weekly teaching load in the high school will be twenty-five teaching periods. In addition, five supervised study periods may be assigned. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of deviation, the matter may be processed through the professional rights and responsibilities procedure set forth and agreed to by the Board and the Association June 10, 1964. (See appendix B).
- b. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certification of their major or minor field of study. Further, the Board shall hire only degree certified personnel except temporarily, and for good cause. It will be the responsibility of the Board's representative to determine assignments and make decisions of placement where teachers are most competent and best prepared to teach in relation to their experience, evaluation, and training.
- c. Teachers who will be affected by a change in grade assignment in elementary school grades and by changes in subject assignment in secondary school grade, will be notified and consulted by their principal as soon as possible.

ARTICLE VII
BOARD RIGHTS

a. Since it is necessary that the Board make budgeting plans before April 1st, the Association agrees that all proposals concerning negotiations for the following year will be reduced to writing and presented to the Board before March 1, 1967.

b. Since the conduct of the Association affects the morale of the total community, the Association agrees to be responsible for the behavior and public statements of its guests and representatives, and that the Association will not attempt to issue news releases in the name of the school district.

ARTICLE VIII
TEACHING CONDITIONS

 The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal 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 effective educational program, the parties agree that class size should be considered wherever possible and in no event exceed the maximum North Central Association recommendations. The optimum class size per teacher in the schools shall be followed whenever possible. Under the present building conditions, these reasonable numbers shall serve as a guide. The discretion of the representative of the Board and his counsel will use these figures to

insure the best educational structure possible under our present building conditions.

b. The Board recognizes that appropriate books, 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 tools of the teaching profession.

c. Telephone facilities shall be made available to teachers in the course of their classroom use.

d. Adequate parking facilities shall be made available to teachers for their exclusive use when possible.

e. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political or civic activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, as long as it is consistent with the high standards of the teaching profession.

f. 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.

g. The Board shall make available, wherever possible, in each school, adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use, and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.

ARTICLE IX

VACANCIES AND PROMOTIONS

a. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building during the school year. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five days.

b. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE X

TRANSFERS

- a. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- b. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to regain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE XI

LEAVE PAY

a. Absence in case of personal illness:

1. Any employee absent from duty on account of personal illness shall be paid his full salary not to exceed ten school days during any one school year, excepting when additional sick days have been accumulated in that employee's sick bank.
2. Unused sick leave may accumulate to ninety days. One sick leave day shall automatically be added to each employee's sick leave bank upon completion of one school month of employment by the employee.
3. A summary of each employee's sick leave accumulation and expenditure shall be prepared as of June 30th of each fiscal year. All adjustments shall be made at this time, and same is to be noted on the reverse side of the teacher's contract.
4. The Board of Menominee Area Public Schools reserves the right to require further proof of personal injury or sickness.
5. A regular teacher who does not teach the full school year shall have the ten days pro-rated.
6. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive no subtraction of sick leave while he is receiving benefits under the Compensation Law.

*on illness of spouse
or immediate
dependent.*

unlimited
*start out with
banks of 10 days -
draw
against it.*

or sickness in immediate family

b.

Absence for death in the family:

1. Absence without loss of salary may be allowed (not to exceed three school days) upon the death of a spouse, parent and parent-in-law, sister, brother, or child, within the employee's immediate family.

and not deducted from sick leave bank.

c.

Absence to attend educational conference or classroom visitation:

1. Employees authorized by the Board's representative to visit other schools, to attend educational conferences or to attend other meetings vital to the interest of the Menominee Area Public Schools shall have no deduction of salary for the period of such attendance.

d.

Absence for MEA Conference:

1. Authorized officials of the Association shall be allowed paid released time to attend such conferences held by affiliates of the Association as are deemed necessary by the Association in the pursuit of professional advancement. The total number of such days allotted to the Association shall not exceed ten days.

← needs clarification in detail - example 2 teachers released - one has free hour - other not - Is cost of abs taken from only one teacher's pay - no - are hours

e.

Absence for other reasons:

1. When an employee is to be absent for reasons other than those covered in previous sections, the Representative of the Board will give the request special consideration upon receipt of a written statement from the employee concerning the specific reason for such absence.
2. Should request be approved by the Representative of the Board, the employee may have his substitute's salary deducted from his salary. The employee may receive the remainder of his daily salary wage.
3. Business leave. A teacher may use one day per year of his sick leave for a business day. The Representative of the Board shall determine by previous arrangement the validity of this leave.

released by number of hours subs must be hired - 8 hrs. day? or 7 " " for bank. Rate at which subs are paid?

ARTICLE XII

no - personal is personal!

INSURANCE PROTECTION

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

a.

The Board shall provide one-half of the cost of comprehensive hospitalization, medical and surgical protection to the teacher. This amount not to exceed \$60.00.

ARTICLE XIII
TEACHER EVALUATION

*Purpose
of evaluation -
help teacher
development*

- a. All monitoring or observation of the work performance 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 or similar surveillance devices shall be strictly prohibited.
- b. Each teacher shall have the right upon request, to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- c. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment are specifically exempted from review. The administrators shall, in the presence of the teachers and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- d. All communications, including evaluations by Menominee Area Public School administrators, commendations and validated complaints directed toward the teachers which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.
- e. Although the Board of Education believes that reprimands, warnings, and controlled discipline are essential to the morale and the effective operation of the school district, and, although the Board believes that these matters are best conducted in the privacy of the administrator's office, with only that teacher involved, the Board will agree that a teacher is entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of discipline or delinquency in his performance.

*define this
term*

When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present, but in no event, may the teacher delay the conference more than twelve hours.

f. In the event that a teacher is not to be hired for the following year, he shall be warned in February that such action is impending. This could afford an opportunity for the teacher to remedy the situation by taking appropriate corrective measures before final action is taken by the Board.

ARTICLE XIV

PROTECTION OF TEACHERS

a. Since the teacher's authority and effectiveness in his classroom are 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 a particular pupil requires the attention of special counselors, social workers, law enforcement officers, physicians, or other professional persons, the Board will take reasonable steps to provide special services.

b. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

c. If any teacher is complained against or sued for reason of disciplinary action taken by the teacher in accordance with Board and Administrative Policy, against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. Time lost

in connection with any incident covered by "C" of this article, will not be charged against the teacher's sick leave bank.

d. Any validated complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

e. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty for any damage or loss to person or property.

ARTICLE XV

NEGOTIATION PROCEDURES

a. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement, upon written request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

b. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each 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 to only such ultimate ratifications.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

a. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

b. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible have the opportunity in advance to consult with the Board's representatives with respect thereto prior to general publication.

c. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract heretofore in affect. All future individual teacher contracts for the period not to exceed one year shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

d. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

e. All teachers' grievance complaints must be reduced to writing and certified by a representative of the Association.

f. 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 2, 1966, and shall continue until the 30th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION:

By _____
Its President

By _____
Its Secretary

MICHIGAN EDUCATION ASSOCIATION:

By _____
Its President

By _____
Its Secretary

MENOMINEE AREA PUBLIC SCHOOLS

TEACHER'S SALARY SCHEDULE:

1966-67

# Yrs. Experience	Per - cent	I Non-degree	II B. A.	III M. A.	IV M. A. +15	V M. A. + 30
0		\$ 3800	\$ 5100	\$ 5400	\$ 5500	\$ 6000
1	3.5	3933	5279	5589	5693	6210
2	7	4066	5457	5778	5885	6420
3	10.5	4199	5636	5967	6078	6630
4	14	4332	5814	6156	6270	6840
5	17.5	4465	5993	6345	6463	7050
6	21	4598	6171	6534	6655	7260
7	24.5	4731	6350	6723	6848	7470
8	28	4864	6528	6912	7040	7680
9	31.5	4997	6707	7101	7233	7890
10	35	5130	6885	7290	7425	8100
11	38.5	5263	7064	7479	7618	8310
12	42	5396	7242	7668	7810	8520
13	45.5	5529	7421	7857	8003	8730
14	52.5	5795	7778	8235	8388	9150

To become effective September, 1966

MENOMINEE DISTRICT

MICHIGAN EDUCATION

ASSOCIATION

Professional Rights and Responsibilities Board

Elected Members 1964-65

Carl H. Johnson, Acting Chairman
Roger Christ
Fritz Miller
Victoria Dowgovito
Annette LaSalle
Clara LeFevre
Robert Marx

Appendix "B" to Master Contract between the Menominee Area Public Schools' Board of Education and the Menominee City District of the Michigan Education Association dated August 2, 1966

INTRODUCTION

A major change is coming in public education: procedures governing the relationship of professional associations and school boards will be formalized-- either by state statute, local board rule, or both. In communities where professional associations and school boards have been negotiating for many years, the change which occurs may be simply a formalizing of existing procedures. In other communities, it will be necessary to devise policies and procedures for the prevention and resolution of professional staff and general district problems.

It is the fundamental principle of good school administration that the most important assets of any school system are the educators in it. The way they work together is of critical importance to the effectiveness of the education process. Industry has long recognized that efficient production is geared to good employee morale.

The development of good morale calls for democracy in school administration and board of education operation. It is true that one can get things done by a system of strict discipline and absolute orders, but experimentation has shown one can accomplish a great deal more by enlisting the wholehearted participation of the professional staff working toward a common end.

If fair, workable, and democratic personnel policies and practices are developed cooperatively, by the MEA, administration, and the Board of Education, accepted mutually, and distributed promptly to staff members after their formal adoption, preventive measures will have been put into operation which are likely to make it unnecessary to resort to overt action or a formal process. Even so, it is important to provide a means of settling professional problems as do arise.

In every employment relationship, however enlightened the administration, dissatisfactions arise. Constructive suggestions often go unheeded. Public school systems are no exception. A plan to assure orderly presentation of suggestions and recommendations to resolve dissatisfactions and redress inequities is an important part of effective personnel administration.

The broad objectives of this document for the Menominee Public School System are: to assure an opportunity for staff members and administrators to have unobstructed communication with respect to alleged grievances without fear of reprisal; to reduce the potential problem areas between staff members, administration, and the Board of Education; to assure freedom of two-way communication through recognized, formal educational channels; and to develop the responsibility of members of the professional staff.

Assurance of reasonable working relationships and improved staff morale, for the purpose of enhancing educational opportunities for all children, is the essential goal to be sought in providing for professional problems procedures in the Menominee Public Schools.

PROFESSIONAL RIGHTS AND RESPONSIBILITIES BOARD

INTRODUCTION

Each professional association should have an effective program dealing with the rights and responsibilities of its individual members.

The Professional Rights and Responsibilities Board of the Menominee District of the Michigan Education Association is responsible for protecting the professional rights of the members and directing the Association to exercise its proper role in implementing the Code of Ethics for the Education Profession.

The purpose of the Professional Rights and Responsibilities Board is to raise the quality of the profession. It is not designed to protect either the flagrantly incompetent or unethical practitioners. The Professional Rights and Responsibilities Board is prepared to take the initiative in correcting the conditions which are neither in the best interests of the students or the profession.

When called upon, the Professional Rights and Responsibilities Board issues considered professional judgements pertaining to professional problems. Such judgements are not designed to supplant the authority of the Board of Education in a determination of an educational policy, but rather as a means of promoting equitable application of established district policies and professional standards.

The basic function of the Professional Rights and Responsibilities Board may be briefly described as securing equitable handling of cases that arise which may be classified as either grievances and/or ethics problems. Essentially, a grievance involves failure to observe established district personnel policies or state education law. Ethics cases are related to the accepted Code of the profession.

The duties of the Professional Rights and Responsibilities Board are:

- To be responsible for rendering considered professional judgements for securing equitable solutions to individual or group professional problems presented to the Professional Rights and Responsibilities Board for solution.
- To take the necessary measures to insure the protection, dignity, and statue of the teaching profession and its membership.
- To maintain liaison contact with the Mea and NEA Commissions and Board of Education that share related concerns with the Professional Rights and Responsibilities Board.
- To attempt to insure ethical behavior and foster the highest ethical standards among our staff.

Professional problems may be presented to the Professional Rights and Responsibilities Board for consideration by members of the professional staff, the Board of Education, and/or the citizens of the community.

I. PROFESSIONAL RIGHTS AND RESPONSIBILITIES BOARD

A. PURPOSE OF PR&R BOARD

Judicial power shall be vested in one Professional Rights and Responsibilities Board composed of seven members elected by the membership during an annual general election.

B. TERM OF OFFICE

1. There shall be three members of the PR&R Board elected from the elementary level.
2. There shall be three members elected from the member from the senior high levels.
3. There shall be one member elected from the administration.
4. The candidates elected to the first Board will determine among themselves which three shall serve for a three-year term, which two for two-year terms, and which two for a one-year term. Thereafter, each term of office shall be for a three-year duration unless a change in classification dictates a resignation prior to the completion of the term.
5. No Board member may serve more than two successive terms.

C. THE QUALIFICATIONS FOR PR&R BOARD MEMBERS

1. They must have five years of service in the Menominee School District prior to taking office.
2. They must be an M. E. A. and local member.
3. They must be a fully certified professional educator.

D. REMOVAL FROM OFFICE

1. In case of death, inability, resignation, or absence from office, the powers and duties of the PR&R Board Member (s) shall devolve upon the person appointed by the president and approved by the District until the next regular election of the PR&R Board members or until the disability or absence ceases.
2. The Board of Directors shall have sole power to impeach any of the Board members. The president of the M. E. A. shall appoint a special Investigating Committee composed of Board of Director members. They shall present their findings to the Board. A two-thirds vote of the entire Board of Directors is necessary for removal.

E. MEETINGS

1. The Professional Rights and Responsibilities Board shall meet at such a time and place as is deemed necessary by the chairman of the Board or the president of the Association.
2. Five members of the PR&R Board may constitute a quorum to do business. Decisions shall be by simple majority of those members voting.
3. Robert's Rules of Order shall be the authority for the procedure in transaction of business when not otherwise provided for in the Constitution and By-laws.
4. The PR&R Board shall determine which of its meetings requires secrecy to protect the welfare of the Association and its membership.

F. DUTIES OF THE PROFESSIONAL RIGHTS AND RESPONSIBILITIES BOARD

1. After each annual general election, the PR&R Board shall elect one of its members Chairman of the Board.
2. Shall also elect one of its members as Secretary of the PR&R Board.
3. Shall be responsible for formulating and providing leadership in securing equitable solutions to individual professional problems presented to the PR&R Board.
4. Shall take the necessary measures to insure the protection, dignity, and status of the teaching profession and its membership.
5. Shall maintain liaison contact with state and national committee or commissions that share related concerns with the PR&R Board.
6. Shall be responsible for keeping the membership informed of its functions and operating procedures.
7. Shall be responsible for keeping the members informed of the meaning and interpretation of the adopted personnel policies of the district and code of ethics as it is implemented by local, state, and national agencies.
8. Shall be responsible for the selection and operating procedures of the Advisory Panel, which is to conduct informal proceedings.
9. The members of the PR&R Board shall in no way be personally or directly involved in the problem presented by an individual educator. If this should be the case, the chairman of the PR&R Board is to bar the involved member from their proceedings.

G. POWERS OF THE PROFESSIONAL RIGHTS AND RESPONSIBILITIES BOARD

1. The Board has jurisdiction over:
 - a. All cases arising under the M. E. A. Constitution and By-laws.
 - b. All controversies to which the District is a party.
 - c. All controversies between two or more educators.
 - d. All controversies between educators and the Board of Education or citizens in the community.
2. May initiate investigations on its own motion.
3. Has the power to request professional personnel as witnesses.
4. Has the power to see that proceedings are conducted in a fair and proper manner in regard to individual rights and according to the due process of law.
5. Is empowered to recommend censure, suspension, and expulsion from the Local M. E. A., M. E. A., and N. E. A., and make recommendations for suspension or revocation of licensure to the district Superintendent and to State Superintendent of Public Instruction.
6. Has the power to notify the state and national organizations of any official action taken, and sanctions requested.
7. With discretion, has the power to publicize ethical status or adjustment of a professional problem.
8. Has the power to refer professional problems to the appropriate person, group, state or national agencies that could more properly, efficiently or judiciously handle the problem.

H. RULES REGARDING PROFESSIONAL RIGHTS AND RESPONSIBILITIES BOARD HEARINGS

1. A professional problem may be presented by an individual or any group.
2. The problem shall be referred in writing to the Chairman of the PR&R Board, who must send copies to all parties concerned.
3. The referral must include description of the problem or unethical conduct and date (s) of the alleged act or condition which is the basis of the complaint.

4. The referral must state the school rule (s), regulation (s), employment policy(ies), conditions(s) or, in the case of ethics, the principle(s) and section(s) of the code that allegedly are being violated.
5. The referral must be signed by the person(s) bringing charges.
6. The Professional Rights and Responsibilities Board Chairman may assign a person(s) as is necessary to carry out the work of the PR&R Board.

Conclusion:

The format of the Professional Rights and Responsibilities Board may be amended or changed as the Board sees necessary for its efficient functioning. This is to serve as a basic outline only and may need revision.

MENOMINEE AREA PUBLIC SCHOOLS

SUBSTITUTE TEACHER'S SALARY SCHEDULE:

1966-67

First 30 days \$20.00

Second 30 days \$23.00

Third 30 days \$25.00

On contract basis after 90 days

Appendix "C" to master contract dated August 2, 1966