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Adrian Board of Education

Review
n/c
OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

A G R E E M E N T

Between the

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF
THE CITY OF ADRIAN

and the

CITY OF ADRIAN
EDUCATION ASSOCIATION

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1966 - July 1, 1969

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1216 Kendale
E. Lansing, MI
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AGREEMENT BETWEEN SCHOOL DISTRICT OF THE
CITY OF ADRIAN BOARD OF EDUCATION AND THE
ADRIAN EDUCATION ASSOCIATION

AGREEMENT entered into this day of 1966 by and
between the School District of the City of Adrian Board of Education
hereinafter called the "Board" and the Adrian 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 Adrian is their
mutual aim and that the character of such education depends predom-
inately upon the quality and morale of the teaching service, and

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 pro-
fessional 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 II of Act 379, Public Acts of 1965, including personnel on tenure, probation appointment, classroom teachers, substitute teachers who have been certified and placed on a full time basis, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the house-bound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. 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, and references to male teachers shall include female teachers.

ARTICLE II.
TEACHERS RIGHTS AND RESPONSIBILITIES; BOARD
OF EDUCATION RIGHTS; DUES DEDUCTION

A. Teacher Rights and Responsibilities

The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all the applicable laws and statutes pertaining to teachers rights and responsibilities. The Board and the Association agree to the Board of Education Policies and Procedures now in effect unless otherwise altered by specific conditions contained within this contract.

Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

B. Board of Education Rights.

There is reserved exclusively to the Board all responsibilities, powers, rights and authority invested in it by the laws and Constitution of Michigan and the United States or which have been heretofore

properly exercised by it excepting where expressly and in specific terms, limited by the provisions of this agreement.

C. Dues Deduction.

Within thirty (30) days of the beginning of their employment hereunder teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

The Board shall further deduct from the first month's compensation the sum of One Dollar (\$1.00) from each teacher for the purpose of paying the statutory dues required for the Lenawee County Institute; said sum of money to be delivered to the appropriate authorities.

ARTICLE III.
FAIR PRACTICES

A. No person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of the Association.

B. In accord with its Constitution, the Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.

C. The Association and the Board agree to continue to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all Adrian Schools.

D. 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.

E. 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 for mutual aid and protection. As a duly elected body exercising governmental power 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 Constitutions 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 any activities of the Association or 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.

F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political 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.

ARTICLE IV.

TEACHERS HOURS, ASSIGNMENTS AND EMPLOYMENT CONDITIONS

A. Hours

Set hours of attendance shall be scheduled as follows:

1. Senior High School.

(a) During the term of the contract there will be five (5) teaching periods and two (2) unassigned periods per day. It is understood that conflicts of scheduling may not permit precise adherence to the normal schedule, but every effort shall be made to schedule according to the normal teaching pattern. It is intended that the length of said period may be changed from time to time by the Administration after consultation with the Association for the purpose of improving the scholastic schedule.

In the event that a teacher receives an assignment for an extra class for the semester or year, said teacher shall be granted extra compensation in the amount of one-fifth (1/5) of his contracted salary.

In the event that a teacher receives an assignment of less than twenty-five (25) teaching hours per week, said teacher, or any teacher, may be asked to voluntarily substitute during an unassigned period, but when so serving the teacher will be paid for at the prevailing substitution rate.

(b) The Principal shall schedule the remaining minutes of the school day so as to provide for passing time, conference time, home room, attendance in school prior to and after classes.

(c) It is agreed that each teacher shall have a thirty (30) minute duty free lunch period. In the event it is necessary to assign a teacher to lunchroom supervisor, the Principal shall arrange said teacher's schedule so as to provide some other mid-day thirty (30) minute duty free period. Lunchroom supervision shall be considered a teaching period.

(d) There may be one (1) faculty meeting a month not to exceed one (1) hour.

2. Junior High School

(a) During the term of the contract there will be five (5) teaching periods and one (1) unassigned period per day. It is understood that conflicts of scheduling may not permit precise adherence to the normal schedule, but every effort shall be made to schedule according to the normal teaching pattern. It is intended that the length of said period may be changed from time to time by the Administration after consultation with the Association for the purpose of improving the scholastic schedule.

In the event that a teacher receives an assignment for an extra class for the semester or year, said teacher shall be granted extra compensation in the amount of one-fifth (1/5) of his contracted salary.

In the event that a teacher receives an assignment of less than twenty-five (25) teaching hours per week, said teacher, or any teacher, may be asked to voluntarily substitute during an unassigned period, but when so serving the teacher will be paid for at the prevailing substitution rate.

(b) The Principal shall schedule the remaining minutes of the school day so as to provide for passing time, home room, attendance in school prior to and after classes.

(c) It is agreed that each teacher shall have thirty (30) minute duty free lunch period. In the event it is necessary to assign a teacher to lunchroom supervisor, the Principal shall arrange said teacher's schedule so as to provide some other thirty (30) minute duty free period and which shall be considered to be a teaching period.

(d) The Junior High School day shall be six hours and forty-five minutes during which time the teacher shall be in attendance. In addition, each teacher in Junior High School shall be required to attend one faculty meeting per month which shall not exceed one (1) hour and fifteen (15) minutes, one (1) open house per year not to exceed two and one-half (2½) hours, four (4) disciplinary or make-up periods per year not to exceed forty-five (45) minutes per session, and two (2) departmental or special meetings per month not to exceed one (1) hour per session, or, in the alternative, one (1) departmental or special meeting per month not to exceed two (2) hours per session. The foregoing schedule of mandatory meetings shall be the maximum required and the Administration shall not be required to hold the meetings unless desired.

3. Elementary.

(a) It is intended that each teacher shall teach five (5) hours each day with the time schedule and periods established by the Principal of each school.

It is understood that because of bus scheduling in certain schools some teachers may be required to be teaching or supervising five and one-half (5½) hours; it being further understood that such scheduling shall be kept to a minimum and rotated among the teachers wherever possible.

(b) The Principal shall schedule the remaining minutes of the school day so as to provide for passing time, conference time, home room, attendance in school prior to and after classes.

(c) It is intended that each teacher shall have at least thirty (30) minutes duty free lunch period. In the event it is necessary to assign a teacher to lunchroom supervisor, the Principal shall arrange said teacher's schedule so as to provide some other thirty (30) minute duty free period.

(d) The Elementary school day shall be six (6) and one-half ($\frac{1}{2}$) hours during which time the teacher shall be in attendance. In addition, each elementary teacher shall be required to attend one PTA meeting per month not to exceed two and one-half ($2\frac{1}{2}$) hours per meeting, one in-service training session per month not to exceed two (2) hours per session, one (1) building meeting per month not to exceed one (1) hour, and one (1) special meeting per month for matters of curriculum, discipline or similar matters, not to exceed one (1) hour per meeting. The foregoing schedule of mandatory meetings shall be the maximum required and the Administration shall not be required to hold the meetings unless desired.

B. Assignments.

1. Insofar as possible, teachers contracts shall specifically state the teaching assignments of the teachers. It is understood that because of unpredictable class loads or the unavailability of competent teachers, teachers may be re-assigned prior to the opening of the school year.

2. Teachers normally will be assigned within the scope of their teaching certificates, or their major or minor field of study.

3. It is agreed that all teaching and extra-curricular assignments will be announced no later than May 15 and preferably earlier. It is further agreed that any changes in assignment will not be made until such time as the administration and the teacher can meet to discuss the modification. After the meeting is held, the teacher involved will be notified and shall have an opportunity to decline the reassignment within the next ten (10) days, unless he is the only qualified teacher available or has the shortest period of service of those qualified in the Adrian Public Schools.

Whenever a teacher is reassigned after July 1st, the Board agrees not to enforce any provisions of the teacher certification code or the Michigan Teachers Tenure Act should the teacher wish to leave.

C. Employment Conditions.

The Board and the Association agree that the maximum education benefits are provided for the students under such conditions that provide the teacher a maximum amount of time for direct contact and control of the students. For that purpose the following employment conditions are the mutual aim of the Board and the teachers.

1. Both parties agree that the pupil-teacher ratio is an important aspect of an effective education program. The Board does acknowledge that whenever circumstances enable the Board to provide teachers and class rooms that the pupil-teacher ratio as set forth on Schedule "A" will be the goal of the Board.

SCHEDULE "A"

1. Kindergarten	25 pupils
2. Elementary school grades	25 pupils
3. Special classes for handicapped or mentally retarded.	15 pupils
4. Special sight-saving and hearing conservation classes	12 pupils
5. Emotionally disturbed classes	9 pupils
6. Remedial reading classes	8 pupils

The maximum class size per teacher in the Secondary schools shall be as follows:

English)	
Social Studies)	
General Education)	25 pupils
Mathematics)	
Science)	
Language)	
Business)	
Typing		30 pupils
Industrial Arts		20 pupils

SCHEDULE "A" (Continued)

Drafting	20 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Music (not to include performance groups, as Band, Orchestra, Chorus)	35 pupils
Art	25 pupils
Gym	30 pupils
Pool	25 pupils
Hygiene	25 pupils

2. The Board further acknowledges that the hiring of teachers' aids for the purpose of relieving the teachers of clerical or supervisory work would be of direct benefit to the school system.

3. It is mutually agreed that the following steps will be taken during the term of the contract to obtain these goals.

(a) Request renewal of the present Building and Site Sinking Fund upon expiration.

(b) Construct new classrooms to the extent of funds as they become available.

(c) Pursue forthcoming recommendations of the University of Michigan Survey.

(d) Utilize all appropriate Federal programs.

4. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

ARTICLE V.

REQUIREMENTS FOR EMPLOYMENT

A. Only those persons who hold an acceptable State Teachers' Certificate shall be considered for a position on the instructional staff. The Board agrees that it will hire certified, non-degreed applicants only if there is no qualified, degreed applicant available by July 31 and upon the condition that said teacher obtain his or her degree as required by statute.

B. Each teacher shall take TB tests as are provided free of charge by the County Health Department through the schools, and the results of such tests shall be promptly filed with the Board.

C. All teaching personnel must file a copy of a birth certificate with the Board at the time of employment; or in lieu thereof, such person shall file other reasonable proof of date of birth.

D. Teachers holding degrees are expected to maintain a program to fulfill State requirements for Permanent Certificates, and encouraged to show evidences of further advancement by means of residence, study, correspondence work, travel, participation in professional faculty study groups and similar means of professional growth.

E. Substitute teachers shall have the minimum requirements for contract teachers, or special certificates.

ARTICLE VI.

COMPENSATION AND BENEFITS

A. The salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement: Said schedule covering the teaching salary schedule, second year teaching salary schedule, coaching schedule and schedule for extra duties. Such salary schedule and fringe benefits shall remain in effect for a two-year term or as may be otherwise provided in Schedule B.

B. It is agreed that the school calendar shall consist of one hundred ninety (190) pay days, which shall include the following legal holidays, during which all schools will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and the day following, Christmas Day and the day following.

-9a-

PAGE 9a APPROVAL:
FOR THE ADRIAN BOARD OF EDUCATION

FOR THE ADRIAN EDUCATION ASSOCIATION

C. Three members of the Association shall be released from regular duties, individually or collectively, without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

D. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

E. The Board agrees to furnish each teacher the sum of Ten Dollars (\$10.) per month for personal insurance. The teacher shall have an option to choose one of three plans of M.E.A. Insurance. X

1. Health, Accident, and Hospitalization
2. Life Insurance
3. Salary Protection and Life Insurance with hospitalization

F. The Board will maintain as a minimum, such policy of insurance as it now provides to protect all employees for any claim arising from personal or property liability while in the course of their employment with the school district.

ARTICLE VII.

LEAVES OF ABSENCES

A. Leaves with pay.

At the beginning of each school year, teachers will be granted ten days with wages paid for time off for cases of illness and injury to themselves or members of their immediate families. Unused time shall be allowed to accumulate to a total of 150 days.

B. A teacher may request a leave for the following purposes:

1. Personal illness.
2. Illness or death in the family. "Family" means any person with whom the teacher has been in close association and whose illness or death has a real meaning to the teacher.
3. Attendance at funerals of non-family members shall be limited to one-half (1/2) days. Up to five days for death in the immediate family shall not be charged to sick leave.
4. Personal emergency and business leaves shall be limited to two (2) days per school year non-accumulative. These two days shall be in addition to sick leave and not chargeable to sick leave.

C. A teacher shall advise his Superintendent or Principal as soon as possible as to his need for said leave.

D. Leaves with Pay.

The following leaves shall be granted with pay and not charged against the teacher's accumulative leave:

1. Absence when a teacher is called for jury service.
2. Court appearance as a witness in any case connected with the teacher's employment.
3. Approved visitation at other schools or for attending educational conferences or conventions.
4. Time necessary to take the selective service physical examination.
5. All other absences which are in the course of school business which has been approved by the administration.

E. Maternity Leaves.

A maternity leave may be granted without pay to begin in the fourth month of pregnancy. A teacher on maternity leave may return to employment if a position for which she is qualified is available, and if her doctor approves said return to employment.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States.

G. Special Leaves.

The teachers, individually or through their Association, may request a special leave. These requests shall be submitted to the administration and an Association representative for review who will then submit their recommendations to the Board; said recommendations shall include duration of the leave, the question of whether or not said teacher shall be entitled to his increments during said leave, and the conditions of returning. Said leaves may be given for the following reasons:

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.
4. Request for sabbatical leave pursuant to Section 572 of the School Code of 1955.

5. Request for a teacher to serve as an officer of the staff of the Association.

H. Other absences.

A teacher who is absent for reasons other than those above specified and in this Article and without good cause shall be subject to disciplinary action, including the loss of compensation. Teachers shall be charged for each day absent by dividing his base pay by one hundred ninety (190).

ARTICLE VIII.

TEACHER DISMISSAL AND RESIGNATION

It is understood that notwithstanding the provisions of this contract, teachers are entitled to protection of the MICHIGAN TEACHER'S TENURE ACT, a copy of which is attached hereto.

ARTICLE IX.

VACANCIES, PROMOTIONS AND TRANSFERS

All teachers are, from time to time, interested in promotion to other teaching positions. Accordingly, the following procedures will govern the case of vacancies, promotions and transfers.

A. In the event of a vacancy, said vacancy shall not be filled, except in the case of emergency or on a temporary basis, until such vacancy has been posted and by notifying the appropriate officer of the Association at least fifteen (15) days prior to filling the vacancy.

B. Any teacher interested in said vacancy shall notify either the Principal of the school or the Superintendent in writing. Due weight shall be given to the professional background and qualifications of the applicant.

ARTICLE X.

TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Every evaluation of said monitoring and observation shall be

returned to the teacher within a reasonable time; it is the intention that the Administration shall promptly and reasonably advise the teacher of such evaluation as would give the teacher an opportunity to improve himself. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. Each teacher, upon request, shall have the right to review the contents of his own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher. A representative of the Association may be requested to attend such a review.

C. A teacher shall, upon request, be entitled to have present a representative of the local Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

ARTICLE XI.

DISCIPLINE AND TEACHER PROTECTION

A. A consistent and reasonable discipline procedure will be established by the Superintendent, after conferences with the various school Principals, department heads, counselors and the Association. Such policy will be communicated to the Association and to the pupils and may be amended from time to time as conditions warrant.

B. The teacher's authority in his classroom is undermined when pupils discover that he has little or no administrative backing in discipline. As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning.

C. A teacher may exclude from his class a child who, in the teacher's opinion, is causing serious disruption. The teacher should

confer with the Principal or Assistant Principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four (24) hours. If requested by the teacher or by Administration, a conference will be held as soon as possible and the teacher shall be present, if his presence is requested. The teacher shall be informed as to the results of the conference. Procedures of the disciplining of said child and/or returning to class will be established by the discipline policy as specified in paragraph A above.

D. Students sent to the discipline officer should remain in his office only during the class period in which the incident occurred unless the situation is threatening to the school security. The student should resume normal schedule until time for appointment with the discipline officer and teacher. Students should not return to the class in which the incident occurred until the appointment has been kept.

E. A workshop shall be provided for the total staff to review discipline policy and the methods of discipline within the classroom.

F. Examples of offenses for which teachers may exclude students from class:

1. Profanity or obscenity
2. Fighting
3. Gambling
4. Possession of tobacco
5. Class skips
6. Deliberate and open defiance of authority
7. Inciting others to violence or disobedience
8. Possession of pornographic literature
9. Petty theft
10. Petty vandalism
11. Serious and repeated misbehavior
12. Dress

G. Where a Principal is unwilling or unable to support teachers in maintaining school discipline, the Principal's superior shall counsel with him and in the event his performance is not improved further appropriate action shall be taken.

H. Principals shall report to the Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the police by the Principal.

In any reported assault case, the attorney for the Board shall:

1. Inform the teacher of his rights under the law in connection with assault, and
2. Assist the teacher by acting as liaison between the teacher, the police, and the courts.

I. A student who assaults a teacher will be suspended (age and size of the offender will be taken into consideration).

J. Teacher Protection.

1. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, as long as the action taken by the teacher was within policies established by the school system.
2. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, as long as the action taken by the teacher was within policies established by the school system.
3. The Board acknowledges that it presently provides and will continue to provide compensation insurance to protect a teacher who is injured while in the course of his employment.
4. Any written complaints made by a parent of a student, which might seriously affect the teacher's reputation or employment, shall be immediately reported to the teacher.

ARTICLE XII.

FACILITIES AND INFORMATION

A. Upon request, one room in each school building will be made available to the Association not to exceed one per month for Association business unless approved by the administration.

B. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.

C. Bulletin boards and other established media of communication will be available to the Association and its members; provided that such media of communication is available for inspection by the administration.

D. The Board agrees to furnish to the Association in response to reasonable requests all publicly available information concerning the financial resources of the district, tentative budgetary requirements, and allocations and other generally available public information.

E. The Board will attempt, where facilities warrant, to make available in each school, 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 in which smoking shall be permitted, as approved by the Fire Marshall.

F. Telephone facilities will be available to teachers for their reasonable use, and a desk and filing cabinet for records to be supplied each teacher. An adequate space shall be provided in each building for special teachers and services. It is understood that said facilities shall be made available within the term of this contract.

G. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages may be installed at the request of the Association, the proceeds to be used for the existing Teachers Remembrance Fund.

H. It is intended that adequate parking facilities shall be made available to all teachers where space is available, and when the Board is financially able to do so. It is further agreed that each building Principal shall review the location of bicycle racks and shall, insofar as it is possible, locate said racks away from parking areas, so as to eliminate hazardous conditions.

ARTICLE XIII.

SCHOLASTIC AND PROFESSIONAL IMPROVEMENT

It is understood that because of the nature of education and the problems thereof, many matters involving such problems are the mutual concern of the Board and the teachers. It is the proposal of both parties that certain committees shall be formed for the purpose of presenting, studying and recommending certain issues.

A. The administration shall, at least once a year, confer with a committee of the teachers for the purpose of recommending to the Board the use of appropriate texts, library reference facilities, laboratory equipment, art supplies, athletic equipment, and similar materials which are the tools of the teaching profession. It is the intention of the Board to keep the schools reasonably and properly equipped and maintained, insofar as financially possible.

B. The Board may establish a professional study committee composed of either Board members and the Superintendent or his staff, who shall meet with a committee appointed by the Association; said committee shall meet upon call of either party for the purpose of reviewing those matters which may be of mutual concern and the study of which may improve the school system.

ARTICLE XIV.

NEGOTIATION PROCEDURES

Matters not specifically covered by this Agreement may be subject to negotiation between the parties hereto during the period of this Agreement upon request by either party. Such negotiation shall be conducted as follows:

A. Each party shall appoint a negotiator or a team of negotiators from within or outside the school system. 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, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.

B. In the event the parties reach an impasse in any such negotiations and are unable to reach an agreement, either party may invoke the mediation process of the State Labor Mediation Board.

ARTICLE XV.

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation as contemplated by this contract.
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 calendar 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 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 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 practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal; individually, together with his Association Representative, or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.
- (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 the Superintendent of schools. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

3. Level Three.

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board's Review Committee. This committee shall be composed solely of members of the Board. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four.

If within ten (10) days of such notice, the Board fails to grant a special hearing or a hearing is held but no settlement is reached, the grievance will be submitted to the Michigan Labor Mediation Board, for its recommendation which will not be binding upon either party.

E. Arbitration Study.

It is agreed that upon execution of this contract each party shall select two members to serve as a committee for the purpose of studying binding arbitration. In the event both parties agree to binding arbitration, this contract may be amended upon the mutual agreement of both parties for the said purpose.

ARTICLE XVI.

M.E.A. INSTITUTE

A. Certificated personnel will be expected to attend the State Institute which is designated as the M.E.A. Region III Conference.

B. Those who do not plan to attend the conference shall apply to the Superintendent of Schools for work assignments to be made at the discretion of the Superintendent for the time the conference is in session.

C. Those who do not attend the conference and who are not assigned any work by the Superintendent may suffer loss of pay for this time.

ARTICLE XVII.

MISCELLANEOUS

A. Teachers shall be informed of a telephone number they may call at least one (1) hour before school starts, 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. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. 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 contracts heretofore in effect. All future individual teacher contracts 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.

E. 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.

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 or applications shall continue in full force and effect.

G. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.

ARTICLE XVIII.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1966, and shall continue until the 1st day of July, 1969. All provisions contained herein shall be controlling during said period with the exception of the compensation of teachers which is otherwise covered herein. This agreement shall not be extended orally and it is expressly understood that it shall expire as the day indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

Approved as to form
by Michigan Education
Association

Counsel

SALARY SCHEDULE 1966-67

1. The minimum salary shall be \$5,575.00.
2. The annual increments shall be \$200.00 for each year of approved experience through the fourth year and \$250.00 from the fifth year through the tenth year.
3. A \$200.00 increment shall be given for approved experience at the end of the 15th, 20th, 25th, 30th, etc. years to all members of the staff.
4. Under point 3 above, it will be noted that there is no maximum salary on this schedule.
5. Effective September 10, 1962, any teacher employed by the Adrian Public Schools may be given credit for approved experience outside of the Adrian Public Schools at the rate of regular increment from one through five years. From the sixth through the tenth year, a one-half increment may be given. This section of the schedule is not retroactive to any teacher employed prior to September 10, 1962.
The number of years experience approved shall depend upon such factors as prior successful teaching, recommendations of former employers, and the recommendation of the Superintendent of Schools.
6. Effective September 6, 1966, a payment of \$200.00 shall be made to any teacher who has completed a total of 15 semester hours or more of Graduate credit beyond the B.A., B.S., M.A., or M.S. Degrees. A transcript substantiating this credit, giving dates of last degree earned and dates of graduate credit following last degree, should be presented to the Superintendent's Office together with original copy of teaching contract.
7. The Masters Degree shall pay an additional \$400.00 at all points on the scale.
8. The Ph.D. or Ed.D. Degrees shall pay \$400.00 at all points on the scale.
9. Effective September 1958, all members of the contractual staff are on schedule.
10. Effective with the 1965-66 teaching contract, the Board of Education shall pay \$10.00 per month for paid insurance in those group health and accident insurance programs as provided by the Board of Education.

11. The Head Librarian shall receive \$300.00, and other librarians shall receive \$200.00 above base salary.
12. All Counsellors shall receive \$600.00 above base salary.
13. Driver Education teachers shall receive \$4.00 per hour.
14. Those teachers currently receiving merit pay, based on a since abandoned policy, shall continue to receive such merit pay during the term of this contract.
15. Teachers shall be entitled to 10¢ per mile reimbursement when driving their own vehicle in execution of their teaching duties: being understood, that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Superintendent or his authorized agents, and proper verification shall be submitted to the business office.
16. The Teacher assigned to internal accounting shall be paid 12% of his contract salary and shall be relieved from selling tickets at athletic functions as one of his duties. In addition, he shall have no duties in checking oil and gas of vehicles owned by the school district.

Salary Schedule

Approved Experience	BA	BA + 15 cr.	MA	MA + 15 cr.	PhD
0	\$5,575.00	\$5,775.00	\$5,975.00	\$6,175.00	\$6,375.00
1	5,775.00	5,975.00	6,175.00	6,375.00	6,575.00
2	5,975.00	6,175.00	6,375.00	6,575.00	6,775.00
3	6,175.00	6,375.00	6,575.00	6,775.00	6,975.00
4	6,375.00	6,575.00	6,775.00	6,975.00	7,175.00
5	6,625.00	6,825.00	7,025.00	7,225.00	7,425.00
6	6,875.00	7,075.00	7,275.00	7,475.00	7,675.00
7	7,125.00	7,325.00	7,525.00	7,725.00	7,925.00
8	7,375.00	7,575.00	7,775.00	7,975.00	8,175.00
9	7,625.00	7,825.00	8,025.00	8,225.00	8,425.00
10	7,875.00	8,075.00	8,275.00	8,475.00	8,675.00
15	8,075.00	8,275.00	8,475.00	8,675.00	8,875.00
20	8,275.00	8,475.00	8,675.00	8,875.00	9,075.00
25	8,475.00	8,675.00	8,875.00	9,075.00	9,275.00
30	8,675.00	8,875.00	9,075.00	9,275.00	9,475.00
35	8,875.00	9,075.00	9,275.00	9,475.00	9,675.00
40	9,075.00	9,275.00	9,475.00	9,675.00	9,875.00
45	9,275.00	9,475.00	9,675.00	9,875.00	10,075.00

NOTE: The basic salary schedule assumes a minimum of a Bachelor of Science or Bachelor of Arts Degrees. The base pay for any teacher with less than these minimum standards will be figured accordingly.

SALARY SCHEDULE 1967-68

1. The minimum salary shall be \$5,875.00.
2. The annual increments shall be \$200.00 for each year of approved experience through the fourth year and \$250.00 from the fifth through the tenth year.
3. A \$200.00 increment shall be given for approved experience at the end of the 15th, 20th, 25th, 30th, etc. years to all members of the staff.
4. Under point 3 above, it will be noted that there is no maximum salary on this schedule.
5. Effective September 10, 1962, any teacher employed by the Adrian Public Schools may be given credit for approved experience outside of the Adrian Public Schools at the rate of regular increment from one through five years. From the sixth through the tenth year, a one-half increment may be given. This section of the schedule is not retroactive to any teacher employed prior to September 10, 1962.
The number of years experience approved shall depend upon such factors as prior successful teaching, recommendations of former employers, and the recommendation of the Superintendent of Schools.
6. As of the date that the 1967-68 teachers contracts go into effect, a payment of \$250.00 shall be made to any teacher who has completed a total of 15 semester hours or more of Graduate credit beyond the B.A., B.S., M.A., or M.S. Degrees. A transcript substantiating this credit, giving dates of last degree earned and dates of graduate credit following last degree, should be presented to the Superintendent's Office together with the original copy of teaching contract.
7. The Master's Degree shall pay an additional \$500.00 at all points on the scale.
8. The Ph.D. or Ed.D. Degrees shall pay \$500.00 at all points on the scale.
9. Effective September, 1958, all members of the contractual staff are on schedule.
10. Effective with the 1965-66 teaching contract, the Board of Education shall pay \$10.00 per month for paid insurance in those

group health and accident insurance programs as provided by the Board of Education.

11. The Head Librarian shall receive \$300.00, and other librarians shall receive \$200.00 above base salary.
12. All Counsellors shall receive \$600.00 above base salary.
13. Driver Education teachers shall receive \$4.50 per hour.
14. Those teachers currently receiving merit pay, based on a since abandoned policy, shall continue to receive such merit pay during the term of this contract.
15. Teachers shall be entitled to 10¢ per mile reimbursement when driving their own vehicle in execution of their teaching duties; being understood, that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Superintendent or his authorized agents, and proper verification shall be submitted to the business office.
16. The teacher assigned to internal accounting shall be paid 12% of his contract salary and shall be relieved from selling tickets at athletic functions as one of his duties. In addition, he shall have no duties in checking oil and gas of vehicles owned by the school district.
17. It is agreed that the forgoing salary as outlined in paragraphs 1, 6, 7, and 8 is subject to increased revenues so as to enable the school district to make said payment. It is understood that the increased revenues is intended to mean revenues from all sources including reasonable adjustments of existing budget items. It is further agreed that in the event there are insufficient increased revenues to meet said raise, the Board of Education shall advise the Association by May 23, 1967, and said contract may then be re-negotiated for the sole purpose of fixing the teachers compensation.
18. It is further agreed that in the event said contract is not re-negotiated for the year 1967-68, that the Board and the Association may resume negotiations commencing in October of 1967 for the purpose of analysing and preparing the teacher's compensation for the year 1968-69.

SALARY SCHEDULE

Approved Experience	BA	BA + 15 cr.	MA	MA + 15 cr.	PhD
0	\$5,875.00	\$6,125.00	\$6,375.00	\$6,625.00	\$6,875.00
1	6,075.00	6,325.00	6,575.00	6,825.00	7,075.00
2	6,275.00	6,525.00	6,775.00	7,025.00	7,275.00
3	6,475.00	6,725.00	6,975.00	7,225.00	7,475.00
4	6,675.00	6,925.00	7,175.00	7,425.00	7,675.00
5	6,925.00	7,175.00	7,425.00	7,675.00	7,925.00
6	7,175.00	7,425.00	7,675.00	7,925.00	8,175.00
7	7,425.00	7,675.00	7,925.00	8,175.00	8,425.00
8	7,675.00	7,925.00	8,175.00	8,425.00	8,675.00
9	7,925.00	8,175.00	8,425.00	8,675.00	8,925.00
10	8,175.00	8,425.00	8,675.00	8,925.00	9,175.00
15	8,375.00	8,625.00	8,875.00	9,125.00	9,375.00
20	8,575.00	8,825.00	9,075.00	9,325.00	9,575.00
25	8,775.00	9,025.00	9,275.00	9,525.00	9,775.00
30	8,975.00	9,225.00	9,475.00	9,725.00	9,975.00
35	9,175.00	9,425.00	9,675.00	9,925.00	10,175.00
40	9,375.00	9,625.00	9,875.00	10,125.00	10,375.00
45	9,575.00	9,825.00	10,075.00	10,325.00	10,575.00

NOTE: The basic salary schedule assumes a minimum of a Bachelor of Science or Bachelor of Arts Degree. The base pay for any teacher with less than these minimum standards will be figured accordingly.

SCHEDULE B

EXTRA DUTY COMPENSATION
Senior High School

The following schedule of compensation is intended to refer to one (1) person per school year, except as may be otherwise noted or as otherwise agreed upon.

CLASS ADVISORS

9th Grade	75.00
10th Grade	75.00
11th Grade ----WITHOUT Assistance----	500.00
----WITH assistants-----	350.00
(2 Assistants @ \$75.00 ea.)	
12th Grade	50.00

POOL SHOW

Crowd Control	15.00
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G.A.A. - INTRAMURALS

	400.00
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ALL SCHOOL PLAY

	200.00
--	--------

Crowd Control	15.00
---------------	-------

5875
800
1500
200
250
500
9125

250
6
1500

SCHEDULE B (Continued)

<u>SENIOR PLAY</u>	200.00
Crowd Control	15.00
<u>CHEERLEADERS</u>	300.00
<u>FORENSICS AND DEBATE</u>	200.00
<u>CLASS NIGHT</u>	200.00
<u>INTRAMURAL BASKETBALL</u>	150.00
<u>MARCHING BAND</u> - - (Without an Assistant)	625.00
Director -----	\$500.00
Assistant -----	225.00
<u>HIGH SCHOOL CONCERTS AND MUSIC ACTIVITIES</u>	
Band	275.00
Orchestra	250.00
Choral	45.00
<u>OPERETTA</u>	
Music Direction	100.00
Dramatic Direction	100.00
Crowd Control	15.00
<u>VARSITY FOOTBALL</u> (each figure is per game or assignment)	
Football Scoreboard Operator	12.00
Ticket Seller	8.00
Ticket Taker	12.00
Game Movies	12.00
P. A. Announcer	12.00
Reserved Seat Usher	5.00
Crowd Control	10.00
<u>VARSITY BASKETBALL</u> (each figure is per game or assignment)	
Ticket Taker	12.00
Ticket Seller	10.00
Scorer	12.00
Timer	12.00
Announcer	12.00
Crowd Control	10.00
Game Movies	12.00
Any person employed as a Scout for any SPORT will be paid \$100.00 per sport per Scouting season.	
TRACK, WRESTLING, SWIMMING, AND any JUNIOR HIGH, JV, OR FRESHMAN athletic related activity 5.00 per function.	
<u>SCHOOL PARTIES</u>	
Crowd Control	10.00

SCHEDULE B (Continued)

SENIOR ACTIVITIES (Helpers)

Senior Prom	10.00
Baccalaureate	10.00
Class Night	10.00
Commencement	10.00
Cap & Gown collection	10.00

EXTRA DUTY COMPENSATION
Junior High School

<u>AUDIO VISUAL DIRECTOR</u>	150.00
<u>PROGRAMS DIRECTOR</u>	200.00
<u>JUNIOR HIGH MUSIC ACTIVITIES</u>	125.00
<u>OPERETTA</u>	
Music Direction	100.00
Dramatic Direction	100.00
<u>G.A.A. INTRAMURALS</u>	200.00
<u>CROWD CONTROL (per person, per event)</u>	10.00
<u>CHEERLEADERS (if not a regular class assignment)</u>	100.00

EXTRA DUTY COMPENSATION
Elementary Schools

SERVICE SQUAD - SAFETY PATROL

(If over and above regular teaching duties) 2.00 per week

NOTE: Mileage shall be paid at the rate of 10¢ per mile for all out of town events.

COACHING SALARY SCHEDULE 1966 - 68

<u>POSITION</u>	<u>% OF BASE SALARY</u>	<u>MAXIMUM ALLOWANCE</u>
1. Head Football - Basketball	15%	\$ 1,400.00
2. Head Swimming - Wrestling	13%	1,000.00
3. Head Baseball - Track	12%	900.00
4. Head Tennis - Golf - Cross Country	9%	500.00
5. Assistant Football - Assistant Basketball	8%	700.00
6. J. V. Football - Basketball	8%	700.00
7. J. V. Assistant Football - Basketball	7%	500.00
8. Assistant Wrestling - Swimming	7%	600.00
9. J. V. Wrestling - Swimming	7%	600.00
10. Assistant Baseball - Track	7%	500.00
11. J. V. Baseball - Track	7%	500.00
12. Head Freshman Football - Basketball - Wrestling - Track - Swimming	6%	500.00
13. J. V. Cross Country	6%	500.00
14. J. V. Assistant Baseball - Track	6%	400.00
15. Head Freshman Golf - Tennis - Cross Country	4%	300.00
16. Freshman Assistant Baseball - Track - Football - Basketball	4%	400.00
17. Junior High Swimming - Wrestling - Basketball	6%	400.00
18. Junior High Football - Baseball - Track	5%	300.00
19. Junior High Golf - Tennis	3%	200.00
20. Elementary Director	3%	200.00
21. Elementary Assistant	NONE	100.00

APPENDIX "A"

THE MICHIGAN
TEACHERS' TENURE ACT

STATE OF MICHIGAN

Act No. 4 of the Public Acts of the Extra Session of 1937,
as amended, through the Regular Session of 1965.

Michigan Teachers Tenure Act

An Act relative to continuing tenure of office of certificated teachers in public educational institutions; to provide for probationary periods; to regulate discharges or demotions; to provide for resignations and leaves of absence; to create a state tenure commission and to prescribe the powers and duties thereof; and to prescribe penalties for violation of the provisions of this act.

The People of the State of Michigan enact:

ARTICLE I.

DEFINITIONS.

38.71 Definitions; teacher.

Section 1. The term "teacher" as used in this act shall include all certificated persons employed by any board of education or controlling board of any public educational institution.

38.72 Same; certificated.

Section 2. The term "certificated" shall be as defined by the state board of education.

38.73 Same; controlling board.

Section 3. The term "controlling board" shall include all boards having the care, management, or control over public school districts and public educational institutions.

38.74 Same; demote.

Section 4. The word "demote" shall mean to reduce compensation or to transfer to a position carrying a lower salary.

38.75 Same; school year.

Section 5. The "school year" shall be defined as the legal school year at the time and place where service was rendered.

ARTICLE II.

PROBATIONARY PERIOD.

38.81 Probationary period; teachers that have served one system the required period on effective date of act; authority of controlling board.

Section 1. All teachers during the first two school years of employment shall be deemed to be in a period of probation: Provided, That

any teacher under contract at the time this act becomes effective who has previously rendered two or more years of service in the same school district shall be granted continuing tenure immediately upon reappointment by the controlling board: Any such controlling board by unanimous vote of its members, however, may refuse to appoint a teacher who has rendered two or more years service in the school district under its control. In the event the vote against reappointment of such teacher is not unanimous the controlling board shall deem such teacher as on continuing tenure with full right to hearing and appeal as provided in article four and article six of this act: Provided further, That the controlling board, after this act becomes effective, may place on continuing tenure any teacher who has previously rendered two or more years of service.

38.82 Same; number of years a teacher may be required to serve; extension of period.

Section 2. No teacher shall be required to serve more than one probationary period in any one school district or institution: Provided, That a third year of probation may be granted by the controlling board upon notice to the tenure commission.

38.83 Same; notice to teacher, written statement.

Section 3. At least sixty days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory: Provided, That failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory and: Provided further, That any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified at least sixty days before the close of the school year that his services will be discontinued.

38.84 Same; application of Articles 4, 5 and 6.

Section 4. Articles 4, 5 and 6 shall not apply to any teacher deemed to be in a period of probation.

ARTICLE III.

CONTINUING TENURE

38.91 Continuing tenure; administrative capacity, provision in contract to govern.

Section 1. After the satisfactory completion of the probationary period, a teacher shall be employed continuously by the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this act. If the controlling board shall provide in a contract of employment of any teacher employed other than as a classroom teacher, including but not limited to a superintendent, assistant superintendent, principal, department head or director of curriculum, made with such teacher after the completion of the probationary period, that such teacher shall not be deemed to be granted continuing tenure in such capacity by virtue of such contract of employment, then such teacher shall not be granted tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in such school district. Upon the termination of any such contract of employment, if such controlling board shall not re-employ such teacher under contract in any

such capacity, such teacher shall be continuously employed by such controlling board as an active classroom teacher. Failure of any controlling board to re-employ any such teacher in any such capacity upon the termination of any such contract of employment shall not be deemed to be a demotion within the provisions of this act. The salary in the position to which such teacher is assigned shall be the same as if he had been continuously employed in the newly assigned position. Failure of any such controlling board to so provide in any such contract of employment of any teacher in a capacity other than a classroom teacher shall be deemed to constitute the employment of such teacher on continuing contract in such capacity and subject to the provisions of this act. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

38.92 Same; employment by another controlling board, maximum length of probationary period, option of board.

Section 2. In the event that a teacher on continuing tenure is employed by another controlling board, he shall not be subject to another probationary period of more than one year, and may at the option of the controlling board be placed immediately on continuing tenure.

ARTICLE IV.

DISCHARGE, DEMOTION OR RETIREMENT.

38.101 Discharge, demotion or retirement of teacher.

Section 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided: Provided, however, That nothing in this act shall be construed as preventing any controlling board from establishing a reasonable policy for retirement to apply to all teachers who are eligible for retirement under Act No. 184 of the Public Acts of 1937.

38.102 Same; written charges, signatures; professional services.

Section 2. All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the controlling board: Provided, That charges concerning the character of professional services shall be filed at least sixty days before the close of the school year. The controlling board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges, and shall, at the option of the teacher provide for a hearing to take place not less than thirty nor more than forty-five days after the filing of such charges.

38.103 Same; suspension, compensation.

Section 3. On the filing of charges in accordance with this section, the controlling board may suspend the accused teacher from active performance of duty until a decision is rendered by the controlling board, but the teacher's salary shall continue during such suspension: Provided That if the decision of the controlling board is appealed and the tenure commission reverses the decision of the controlling board the teacher shall be entitled to all salary lost as a result of such suspension.

38.104 Same; hearing.

Section 4. The hearing shall be conducted in accordance with the following provisions:

- a. The hearing shall be public or private at the option of the teacher affected.
- b. No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the controlling board.
- c. Both the teacher and the person filing charges may be represented by counsel.
- d. Testimony at hearings shall be on oath or affirmation.
- e. The controlling board shall employ a stenographer who shall make a full record of the proceedings of such hearing and who shall, within ten days after the conclusion thereof, furnish the controlling board and the teacher affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.
- f. Any hearing held for the dismissal or demotion of a teacher, as provided in this act, must be concluded by a decision in writing, within fifteen days after the termination of the hearing. A copy of such decision shall be furnished the teacher affected within five days after the decision is rendered.
- g. The controlling board shall have the power to subpoena witnesses and documentary evidence, and shall do so on its own motion or at the request of the teacher against whom charges have been made. If any person shall refuse to appear and testify in answer to any subpoena issued by the controlling board, such controlling board may petition the circuit court of the county setting forth the facts which court shall there upon issue its subpoenas commanding such person to appear before the controlling board there to testify as to the matters being inquired into. Any failure to obey such order of the court may be punished by such court as contempt thereof.

38.105 Necessary reduction in personnel, first vacancy.

Section 5. Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.

ARTICLE V.

RESIGNATION AND LEAVE OF ABSENCE.

38.111 Resignation and leave of absence; teacher's duties, notice.

Section 1. No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice to said controlling board at least sixty days before September first of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this act.

38.112 Same; leave of absence; physical or mental disability.

Section 2. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed one year: Provided further, That any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in article four, section four of this act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

ARTICLE VI.

RIGHT TO APPEAL.

38.121 Appeal; hearing notice.

Section 1. A teacher who has achieved tenure status may appeal any decision of a controlling board under this act within 30 days from the date of such decision, to a state tenure commission. The state tenure commission shall provide for a hearing to be held within 60 days from the date of appeal. Notice and conduct of such hearing shall be the same as provided in article 4, section 4 of this act, and in such other rules and regulations as the tenure commission may adopt.

ARTICLE VII.

STATE TENURE COMMISSION.

38.131 State tenure commission; creation, members, ex-officio secretary; legal advisor.

Section 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction shall be ex-officio secretary of the commission, and the attorney general shall assign to the commission an assistant who shall be legal advisor to the commission.

38.132 Same; terms, vacancy.

Section 2. Within thirty days after the effective date of this act, the governor shall appoint the members of the tenure commission for the following terms: One for a term of three years, one for a term of two years and one for a term of one year. Each term shall begin on the first day of September. Immediately preceding the expiration of their respective terms the governor shall appoint succeeding members of the tenure commission for terms of five years. In the event of a vacancy on the tenure commission the governor shall immediately appoint a successor to complete the unexpired term.

38.133 Same; geographical qualifications of members.

Section 3. Not more than one member of the tenure commission shall be appointed from any one school district.

38.134 Same; qualification of teacher member.

Section 4. Any teacher appointed to the tenure commission after September one, nineteen hundred thirty-eight, must be on continuing tenure.

38.135 Same; teacher member's status with controlling board.

Section 5. Membership on the state tenure commission shall not adversely affect the status of the teacher's tenure with a controlling board.

38.136 Same; meetings.

Section 6. The tenure commission shall meet twice a year at stated times in the city of Lansing, and at such other times and in such other places as shall be determined by the commission.

38.137 Same; power to enforce act.

Section 7. The tenure commission is hereby vested with such powers as are necessary to carry out and enforce the provisions of this act.

38.138 Same; compensation and expenses.

Section 8. The members of the state tenure commission shall receive \$25.00 per day while hearing cases and shall be reimbursed for necessary traveling and other expenses incurred in the performance of the duties of the commission. The expenses of the state tenure commission shall be paid out of appropriations made by the Legislature.

38.139 Same; duty to act as board of review.

Section 9. The tenure commission shall act as a board of review for all cases appealed from the decision of a controlling board. All records shall be kept in the office of the superintendent of public instruction.

38.140 Same; first meeting, election of chairman and secretary, rules and regulations.

Section 10. Within thirty days after the effective date of this act, the tenure commission shall hold a meeting in the City of Lansing for the purpose of organization and the election of a chairman and secretary, both of whom shall be members of the commission. The tenure commission shall draw up rules and regulations and shall have the power to amend same and to provide for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

ARTICLE VIII.

DISTRICTS

38.151 Application.

Section 1. This act shall apply to all school districts of the state.

ARTICLE IX.

PENALTY.

38.161 Penalty.

Section 1. Failure of any member of a controlling board to comply with any provisions of this act shall be deemed a violation of the law and shall subject said member to the same penalty as prescribed for a violation of the general school law.

ARTICLE X.

INCONSISTENT ACTS.

Sec. 1 repealed 1947, Act 129.

38.172 Waiver of rights by teachers.

Section 2. No teacher may waive any rights and privileges under this act in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a teacher and a controlling board make continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in relation to determination of continuance of employment of such teacher.
Article XI repealed 1945, Act 267.

ARTICLE XII.

38.191 Effective date.

Section 1. This act shall take effect and be in force from and after September first, nineteen hundred thirty seven.

Alexander - January 17 Tues 4:00
Garfield - Jan. 16 Monday 3:45
McKinley - Jan. 11 Wed. 4:00
Jefferson - Jan. 10 Tues. 4:15
Masterson - Jan. 12 Thursday 4:00
Lincoln - Jan. 18 4:00

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