

June 30, 1971

Adrian

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

* * * * *

A P P E N D I X "A"

The Michigan Teachers' Tenure Act

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

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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 first day of July, 1969, 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 predominately 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 professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 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 counselors,

ARTICLE I

RECOGNITION

(Continued)

- A. librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound 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 negotiations unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

TEACHERS' RIGHTS AND RESPONSIBILITIES:

BOARD OF EDUCATION RIGHTS:

DUES DEDUCTION

A. Teachers' 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.

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the N. E. A. and the M. E. A. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct the dues in three equal installments. The deductions will be made from the second paychecks in October, November, and December.

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties,

ARTICLE II

TEACHERS' RIGHTS AND RESPONSIBILITIES:
BOARD OF EDUCATION RIGHTS:
DUES DEDUCTION

(Continued)

- A. shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the N. E. A. and the M. E. A. , provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such a fee directly to the Association or authorize payment through payroll deduction, as provided in Paragraph A, the Board shall at the end of the first semester of employment, cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit these funds to the Adrian Education Association, accompanied by an alphabetical list of teachers for whom such deductions have been made.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, savings bonds, United Fund donations, or any other plans or program jointly approved by the Association and the Board.

The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of any action taken or not taken by the Board or its designated agent for the purposes of complying with this article.

- 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.

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, religious affiliation or membership in or association with the activities of the Association.
- B. In accordance 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 or 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 teacher shall have the right to freely organize for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power, the Board agrees that it will not directly or indirectly discourage, encourage 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 or lack of membership in the Association, his participation or lack of 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.
- F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and personal life or religious or political activities of any teacher or lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employ-

ARTICLE III

FAIR PRACTICES

(Continued)

- F. ment of such teacher so long as these activities do not adversely affect the teacher's effectiveness as a professional classroom teacher.

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

I. Secondary Grades

- A. All members of the secondary teaching staff shall have an assigned work week of thirty-four (34) hours and forty-five (45) minutes which will be assigned for the duration of this contract as follows:

- 1) Class assignments and conference period including passing of classes not to exceed five (5) hours and fifty-five (55) minutes daily. Within this block of time there shall be five (5) class assignments and one (1) preparation period of not less than fifty (50) minutes or more than fifty-five (55) minutes daily.
- 2) Homeroom and passing intervals of fifteen (15) minutes daily.
- 3) Pre and post school supervision, thirty-five (35) minutes or a total daily assignment of six (6) hours and forty-five (45) minutes.

Middle School lunchroom duty shall be supervised by two (2) teachers and two (2) lay people at all scheduled lunch periods. This program is experimental in nature to prove or disprove the relative effectiveness of supervision of certain types of activities by lay people.

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

I. Secondary Grades (Continued)

- B. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at one and one-half (1-1/2) times his hourly rate for each additional teaching period.
- C. If a teacher receives an assignment of less than twenty-five (25) teaching periods per week, said teacher may be asked to voluntarily substitute during any unassigned period, but when so assigned, will be paid at the prevailing substitute rate.
- D. 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 supervision, the principal shall arrange said teacher's schedule so as to provide for some other mid-day duty-free period. Lunchroom and/or study hall supervision shall be considered as a teaching period in the total assignment of a teacher.
- E. There will be no more than thirty-five (35) faculty meetings per year and not more than one (1) per week of one (1) hour duration, one (1) open house first semester and an honors night second semester. All teachers will attend open house, but only those teachers making awards shall be required to attend honors night.

II. Elementary Grades

- A. The Board and the Association agree that each Elementary teacher is a professional who will devote whatever amount of time is necessary to fulfill his duties and to properly execute his function. Both parties acknowledge that the professional obligations of the classroom teacher require an expenditure of time beyond that required for direct classroom instruction of learners -- that additional time is required for planning, preparing tests, maintaining records, correcting papers, improving curriculum, previewing instructional materials, parental conferences, etc. They agree, further, that the

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

II. Elementary Grades (Continued)

major portion of this work is to be accomplished during a teacher work day of reasonable duration and that any remaining obligations are to be scheduled for accomplishment at the discretion of the teacher.

B. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing for flexibility, experimentation, individual initiative, and program improvement. Accordingly, the elementary work day/week shall be organized for the 1969-70 school year as follows:

- 1) Each teacher will provide direct classroom instruction for five (5) hours unless reduced to allow for earlier dismissal of K-2 students.
- 2) Elementary teachers shall be responsible for a period of pupil contact supervision, not to exceed forty (40) minutes daily, at which time they are directly responsible for supervision of pupils within their classroom or in other areas of the building. The duration and allotment of the time period before and after school shall be determined by the staff and Principal of each elementary school. It is understood that this supervisory responsibility does not include lunch duty as such. In the event an elementary teacher has less than a full teaching schedule as specified in this contract, said teacher may be assigned lunch duty.
- 3) There will be a consecutive thirty (30) minute planning period for all teachers not having recess periods. (This time to be covered by gym or music classes.) Teachers with recess periods will meet with their building principal to arrange a supervisory schedule of recess whereby part of the K-2 staff will be released through a scheduled plan to provide for additional planning time.

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS

(Continued)

II. Elementary Grades (Continued)

- 4) No teacher shall be required to attend more than three (3) P. T. A. meetings per year.
- 5) It is recognized by the parties that attendance and meaningful participation of teachers in professional meetings devoted to staff work, curriculum, in-service, etc. are essential to the fulfillment of professional responsibilities. However, teacher attendance at such meetings shall not be required.
- 6) Any teacher who accepts a class which requires the forfeit of his preparation period shall be compensated at an hourly rate of six dollars (\$6.00) or not less than three dollars (\$3.00).
- 7) Teacher attendance when a class is instructed by special teachers in art, gym, music, library, etc. will be discretionary with the classroom teacher.
- 8) Article IV, Section II of this contract shall be in effect only for the duration of the 1969-70 school year. It shall be reviewed and renegotiated if deemed necessary by either party upon termination.

III. Miscellaneous Provisions

- A. No student teacher shall be assigned to a cooperating teacher without the consent of the cooperating teacher.
- B. Each elementary school building with ten (10) or more teachers shall have a full-time school secretary - less than ten (10), a half-time secretary.
- C. Each principal shall meet with his staff or a committee of his staff within the first month of the school year to determine policies to be followed in situations where disciplinary action on the part of

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

III. Miscellaneous Provisions (Continued)

- C. the teacher and/or principal is necessary. Such policies shall be presented in written form to each member of the building principal's teaching staff.
- D. Teachers will be assigned within the scope of their teaching certificates, or their major or minor field of study.
- G. Both parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to facilitate student learning and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards:

SCHEDULE "A"

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	20	30
First-Second Grade	20	30
Third-Sixth Grade	25	30
2. <u>Secondary</u>	<u>Optimum</u>	<u>Maximum</u>
English)	20	30
Social Studies)	25	34
General Education)	25	34

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

SCHEDULE "A"

(Continued)

2.	<u>Secondary</u>	<u>Optimum</u>	<u>Maximum</u>
	Mathematics)	25	34
	Science)	25	34
	Language)	25	34
	Business)	25	34
	Typing)	25	32
	Industrial Arts	15	22
	Drafting	25	32
	Homemaking	20	30
	Music *	30	40
	Art	20	32
	Physical Education	30	45
	Pool	20	45
	Hygiene	18	45
	Basic or Remedial Classes in any Area	18	25
3.	<u>Special Education</u>	<u>Optimum</u>	<u>Maximum</u>
	Special Classes for Handicapped or Mentally Retarded	10	15

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

SCHEDULE "A"

(Continued)

<u>2. Special Education</u>	<u>Optimum</u>	<u>Maximum</u>
Special Sight-Saving and Hearing Conservation Classes	8	12
Emotionally Disturbed Classes	5	8

Space permitting, the maximum set forth above will be adhered to for the 1970-71 academic year at the secondary level. Maximum class enrollments may not be possible in some teaching assignments. Where this exists, the maximum enrollment will be limited to the number of student teaching stations. In classes where performing groups are developed (* e.g. Music), the maximum will be governed by the number of participants necessary to establish an optimum performing group.

It is recognized that there can occur certain situations whereby a series of circumstances exist that make a given class maximum untenable. In this situation, it will be the responsibility of the administration to provide the Association with written documentation explaining the reasons behind such an assignment of students. Before any such arrangement may be instituted, the Association's executive officers must meet and approve any such amendments to this section. If the Association's approval is not given, the limits contained within this section shall govern all class loads.

H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

- H. school in the district and include therein texts which are reasonably requested by the teachers and administrators of that school.
- I. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional material.
- J. The Board shall provide:
- 1) A separate desk for each teacher in the district with lockable drawer space.
 - 2) Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3) Adequate chalkboard space in every classroom.
 - 4) Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 - 5) A dictionary, (The New World Dictionary by Webster, Webster's Collegiate Dictionary - Seventh Edition, or The American College Dictionary) will be placed in each classroom where requested by a teacher of the building principal.
 - 6) Adequate storage space in each classroom for instructional materials.
 - 7) Each teacher shall be provided with attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility for teacher use only.
- K. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

ARTICLE IV

TEACHERS' HOURS, ASSIGNMENT
AND
EMPLOYMENT CONDITIONS

(Continued)

- L. The Board shall make available, exclusively for teachers' use in each school, restrooms, lavatory facilities and at least one (1) lounge in which smoking shall be permitted. A lunch room on the secondary, junior high and middle school level for teachers' use only will be provided. Provision for such facilities shall be made in all future buildings.
- M. Telephone facilities shall be made available to teachers for their professional use.
- N. Adequate parking facilities shall be provided, (safely maintained and protected against vandalism) and properly maintained exclusively for adult use.
- O. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- P. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, P. T. A. meetings, and the like, which demands can readily become excessive. It is accordingly agreed that if such extra-administrative assignments exceed those stipulated in this master agreement, the Board will pay the teacher for any work in excess thereof at a rate or sum agreed upon by the Association and the Board of Education.
- Q. There will be a joint administration-faculty study of the curriculum structure of the Adrian Public Schools. Such study will be initiated in September. Upon completion, persons recommended, such as department heads or elementary liason members will form a curriculum council. A. E. A. will be contacted relative to negotiating compensation for persons such as department heads or elementary liason persons on a K-12 curriculum council.

ARTICLE V

REQUIREMENTS FOR EMPLOYMENT

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate, and/or, a vocational certificate. All non-degree teachers shall be placed \$200 below their designated step on the salary schedule. With the date of this contract all additions to the existing non-degree personnel will be placed \$300 below their appropriate step on the salary schedule.
- 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 as specified by the Health Department 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 or permits.

ARTICLE VI

COMPENSATION AND BENEFITS

- A. The salaries of teachers covered by this Agreement are set forth in Schedule I which is attached to and incorporated in this Agreement: Said schedule covering the teaching salary schedule, coaching schedule and schedule for extra duties, and fringe benefits.

ARTICLE VI

COMPENSATION AND BENEFITS

(Continued)

B. It is agreed that the school year shall consist of one hundred ninety (190) pay days and one hundred ninety-two (192) calendar days which shall include the required membership days plus two (2) M. E. A. days and the following legal holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and the day following, Christmas Day and the day following. Calendar for 1969-70 follows:

SCHOOL CALENDAR
OF THE
ADRIAN PUBLIC SCHOOLS

1969 - 1970

The calendar calls for one hundred eighty (180) days in session, one hundred ninety (190) contractual pay days and two (2) M. E. A. days as provided in the Master Contract and are scheduled as follows:

September 1, 1969	-----	Labor Day
September 2, 1969	-----	Teachers Report - In-Service
September 3, 1969	-----	Children Report - 1/2 Day - In-Service 1/2 Day
September 4, 1969	-----	Children Report - Full-Day
September 5, 1969	-----	Full-Day in Session
October 15, 1969	-----	Fall Conference, Region III
November 27 & 28, 1969	-----	Thanksgiving Vacation
December 22, 1969 -		
January 5, 1970	-----	Christmas Vacation
January 23, 1970	-----	Teacher Record Day
March 18, 1970	-----	Teacher Institute
March 27, 1970 -		
April 6, 1970	-----	Easter Vacation
May 30, 1970	-----	Memorial Day
June 10, 1970	-----	Teacher Record Day
June 11, 1970	-----	School Closes

ARTICLE VI

COMPENSATION AND BENEFITS

(Continued)

HOW CONTRACTED DAYS ARE APPORTIONED

Teach Pupils	-----	180 Days (Subject to Department of Education Regulation)
Labor Day	-----	1
In-Service Day	-----	1
Thanksgiving Day	-----	1
Day Following Thanksgiving	-----	1
Christmas Day	-----	1
Day Following Christmas	-----	1
New Year's Day	-----	1
Record Day	-----	1
Memorial Day	-----	1
Record Day	-----	<u>1</u>
TOTAL	-----	190
M. E. A. Days	-----	<u>2</u>
GRAND TOTAL	-----	192

- C. The Association shall be granted seven (7) teacher days during the academic year in which members may be released from their regular duties without loss of compensation for the purpose of participating in Association business.
- 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 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 pursuit of their employment responsibilities with the School District.

ARTICLE VII

LEAVES OF ABSENCES

I. Leaves With Pay

- A. At the beginning of each school year, teachers will be granted ten (10) 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 one hundred fifty (150) days.

The Board agrees to provide without cost to each tenure teacher an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The plan shall guarantee continuation of 60% of the teacher's income from salary and supplemental incomes averaged monthly, including benefits received from primary and family social security, workmen's compensation, or any other employer-sponsored plan, including disability benefits received under the M. P. S. E. R. F. Insurance. Benefits begin after ninety (90) calendar days or sick leave, whichever is greater. Benefits will continue to age sixty-five (65) for illness or accident. The income continuation plan and insurance carrier are as set forth in the insurance policy mutually agreed upon and attached hereto.

Where a teacher's illness extends beyond his accumulated sick leave, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and the teacher shall receive a copy of any report furnished to the Board or its designated agent by said physician; provided, however, that in order to give a teacher a selection in the choice of the physician, the names of three (3) physicians shall be submitted to the teacher, who may choose whichever of the three (3) the teacher wants to provide the examination.

Any teacher absent because of injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary. The Board's contribution shall be charged against and shall not exceed the teacher's earned and accumulated sick leave.

Only personal illness or disability and/or emergency medical procedures are covered by this sick-leave policy. Routine health

ARTICLE VII

LEAVES OF ABSENCES

(Continued)

I. Leaves With Pay (Continued)

A. examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

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

1. Personal illness with no statement required.

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 (5) 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. These two (2) days shall be in addition to sick leave and not chargeable to sick leave. No explanation of the nature of the teacher's business shall be required. Unused personal business days will be added to a teacher's cumulative sick leave up to one hundred fifty (150) days.

C. Any regular employee of the school system who in the line of duty incurs an injury for which he receives compensation under the Workmen's Compensation Act, will be paid during the period of disability the difference between his salary and the amount received under Workmen's Compensation Insurance and sick leave will be prorated to the extent of days or fraction of days compensated by Workmen's Compensation, provided that said additional compensation

ARTICLE VII

LEAVES OF ABSENCES

(Continued)

I. Leaves With Pay (Continued)

C. is not invalid by law and payable only if said additional compensation will not reduce the amount of compensation received by the teacher under the Workmen's Compensation Insurance Carrier; provided further, that said addition to compensation will not be paid for a longer period than the period equivalent to the accumulated sick leave. The employee will not lose earned sick-leave time for that percentage of time compensated under the Act provided he files or has filed by proxy with the Business Office an accident report within five (5) school days of the date of the injury and assigns his Workmen's Compensation check to the Board of Education.

D. A teacher shall advise his Superintendent or Principal as soon as possible as to his intention of taking said leave.

E. 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 which may require the teacher's appearance.
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.

F. No teacher attendance shall be required on Act of God days which force the closing of schools. However, teachers are encouraged to make use of these days in their buildings for purposes appropriate to their teaching assignment or the furtherance of the educational program in their assigned areas.

ARTICLE VII

LEAVES OF ABSENCES

(Continued)

I. Leaves With Pay (Continued)

- G. The Association's President shall have his planning period schedules for the final period of the day and may be released from his building upon request to his building principal.

II. Unpaid Leaves

- A. Maternity leave of up to one (1) year shall be granted, commencing not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one (1) school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall retain all approved experience, and be placed on that step of the salary from which she went on leave and be given the same or similar teaching assignment.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed each year upon written request by the teacher.

III. Other Absences

- A. 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 TEACHERS' TENURE ACT, a copy of which is attached hereto.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once a year preferably in the early spring to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. Whenever any permanent or newly created vacancy in a teaching or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting on the teachers' bulletin boards. The vacancy will remain posted for a period of fifteen (15) days and will not be permanently filled until the expiration date thereof. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's Office within a fifteen (15) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in teaching, class level, area of specialization, and other relevant factors.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

(Continued)

- C. It is agreed that all teaching assignments (includes subject area, homeroom, lunchroom or study hall supervision), and extra-curricular assignments will be announced no later than the 25th of May and preferably earlier during the duration of this contract. On May 15th or before, the Board shall furnish each teacher with a contract (including assignment), if a complete master contract for the following school year is in force, or a letter of intent (including assignment), if there is no master contract for the following year, to return, retire, or terminate his employment. These letters or contracts shall be signed and returned by May 25th to the Building Principal by the teacher, indicating his intended status for the ensuing school year. A teacher who fails to submit a signed contract or letter of intent or who reverses his previously stated position shall be subject to having his position posted as a vacancy and if filled, subject to transfer at the discretion of the Administration.

It is further agreed that any other changes in teaching assignment will not be made until such time as the Administration and the teacher can meet to discuss the proposed change. Whenever a teacher is reassigned after July 1st without mutual consent, the Board agrees not to enforce the provisions of the Michigan Teachers' Tenure Act should the teacher elect to leave.

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education, driver education, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district if they are fully qualified.

- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

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 in a sealed envelope within ten (10) school days. 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. Eavesdropping, whether by use of closed circuit television, public address or audio systems, and/or 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 an infraction of discipline or delinquency in professional performance of a serious nature. If and when such reprimand is to be made the principal shall inform the teacher of his right to Association representation. Such notification shall constitute official notice to the teacher that the principal views this as a serious infraction which might reflect upon the competence of the teacher with respect to re-employment. 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, and in no instance, later than five (5) school days after the initiatory action by the Administration. If in the opinion of the principal an emergency situation exists, he may issue a preliminary reprimand and shall file within two (2) days in writing a formal notification of a reprimand hearing with the teacher and the Association.

ARTICLE X

TEACHER EVALUATION

(Continued)

D. The following are made as a positive approach to evaluating teachers in relation to Tenure Recommendations:

1. A system of "Buddy Teachers" shall be started in Adrian. This means that when a new teacher is hired and given a contract to teach within this system he will be assigned to an experienced teacher who will work with him throughout the year to offer guidance and assistance whenever needed. Preferably, this buddy teacher should be an experienced member of the department in which the new teacher will be working, or, in case of an elementary teacher, within the same building. If needed, this buddy teacher could even help in acquainting the new teacher with the school set-up and the community before school starts in the fall.

2. The selection of "Buddy Teachers" will be accomplished as follows:
 - a. In the spring of each school year, the principal of each building shall ask his professional staff for the names of those who are interested in participating in the buddy teacher program for the coming year.

 - b. As candidates are interviewed and accepted for employment in this district the principal, using his best judgment as to compatibility, similarity of assignment, and age group taught, will assign each new teacher a buddy teacher, if one is available.

 - c. Within the first month of school, an administrator shall contact both the new teacher and the buddy teacher to make

ARTICLE X

TEACHER EVALUATION

(Continued)

- D. 2. c. sure that the relationship is a positive and helpful one. In case no positive dialogue has taken place, or either party wishes to discontinue this relationship, the principal will assign a new buddy teacher, if one is available.
3. As stated before, the main purpose of the "Buddy Teacher" is to help and counsel the new teacher. This also should be one of the major functions of the total evaluative process. Many good teachers should evolve from this process, and the older members of the staff should be strengthened as well.

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 upon mutual agreement with the Association 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 dismiss 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

ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

(Continued)

- C. 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. When a secondary student is sent to the discipline officer, the disciplining officer will determine whether the student should be:
- a. Kept in the office for that period or longer.
 - b. Be dismissed from school for a longer period of time. A teacher - principal conference will be arranged before readmittance to class in order that an objective decision might be reached.
- E. A workshop shall be provided for the total staff to review discipline policies and the methods of discipline within the classroom.
- F. Examples of offenses for which teachers may dismiss students from class:
- 1. Profanity or obscenity.
 - 2. Fighting.
 - 3. Gambling.
 - 4. Chronic skipping of class.
 - 5. Deliberate defiance of authority.
 - 6. Inciting others to violence.

ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

(Continued)

- F. 7. Possession of pornographic literature.
8. Theft.
9. Vandalism.
10. Misbehavior.
11. Violation of the school's dress and grooming code as approved by the Board.
12. Smoking in the school or on school grounds.
13. Possession or under the influence of narcotics or alcohol.
- G. 1. Consistent with Board policy, a principal shall support teachers in maintaining school discipline.
2. Where a principal or an administrator is unwilling or unable to support a teacher's position in maintaining school discipline, the principal shall meet with the teacher and clarify the situation in terms of school policy and interpretation. If a satisfactory resolution of the disagreement is not forthcoming, the teacher, and if he chooses, a representative of the Association, may bring this matter before the principal's immediate superior.
- 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

ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

(Continued)

- H. 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 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

ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to

ARTICLE XII

ACADEMIC FREEDOM

(Continued)

inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

ARTICLE XIII

FACILITIES AND INFORMATION

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings.
- 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 and other generally available public information.
- E. 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 a Teachers' Fund under the control of the Association.
- F. The Board and/or its representatives may consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy

ARTICLE XIII

FACILITIES AND INFORMATION

(Continued)

- F. which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

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 PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation, misinterpretation, or misapplication of the

ARTICLE XV

GRIEVANCE PROCEDURE

(Continued)

A. Definitions (Continued)

1. expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

a. The termination of services of or failure to re-employ any probationary teacher.

b. The placing of a non-tenure teacher on a third-year of probation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

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

ARTICLE XV

GRIEVANCE PROCEDURE

(Continued)

B. Purpose (Continued)

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.

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 effect 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

ARTICLE XV

GRIEVANCE PROCEDURE

(Continued)

D. Procedure (Continued)

1. Level One

through the Association Representative. If no resolution is obtained within three (3) school days of the discussion, the teacher shall reduce the grievance to writing on the form provided in the appendix within five (5) school days of said discussion.

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) school 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) school days or 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.

ARTICLE XV

GRIEVANCE PROCEDURE

(Continued)

D. Procedure (Continued)

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, 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 the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial tri-partite Board. This Board shall consist of one member selected by the Association, one member selected by the Board of Education and a third member which shall be selected jointly by the Association and the Board of Education. The two members selected by the Board of Education and the Association shall be local citizens, resident within the school district. The Board and the Association shall not be permitted to insert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. His powers shall be limited to deciding whether the Board

ARTICLE XV

GRIEVANCE PROCEDURE

(Continued)

D. Procedure (Continued)

4. Level Four

has violated the express articles or sections of this Agreement. Both parties agree to be bound by the award of the tri-partite Board and agree that judgment thereon may be entered in any court of competent jurisdiction.

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

E. Grievance Termination

Any grievance not appealed to the next step of the grievance procedure as specified herein, shall be considered closed. If the Board fails to answer the grievance in the stated time period, the grievance shall be considered meritorious and the relief granted as prayed. If the Association fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.

F. Expense Responsibility

Any expenses incurred through the grievance procedure shall be born equally by the Board of Education and the Association.

ARTICLE XVI

M. E. A. INSTITUTE

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

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 may 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, but this will not preclude the right of the Board of Education to act independently if it is deemed necessary.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its 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 provided 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.

ARTICLE XVII

MISCELLANEOUS

(Continued)

- G. On the first Monday of each school month a meeting may be called of representatives of the Association, the Central Administration, and a member of the Board for the purpose of discussion of problems or complaints within the Adrian School System. These meetings will be informal discussions to resolve problems and attempt to avoid the formal procedures of grievance. These meetings may be requested by any of the participating aforementioned groups.
- H. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted from or modified only by mutual written consent of the parties.
- I. All new teaching personnel shall report the Friday before the opening of school in September for orientation - A. M. - Administrative Purposes - P. M. - Association Purposes.

ARTICLE XVIII

REDUCTIONS IN PERSONNEL AND
ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract.
- B. Should it become necessary to reduce the number of teachers employed by the Board, the order of reduction shall be governed by seniority, that is teachers with the least service with the district shall be laid off first in accordance with date of hire. The Association recognizes, however, that upon certain occasions, it will be necessary to assure proper staffing throughout the school system, for the Board to retain the most qualified, by training and teaching experience, out of line of seniority. When such an occasion should arise the Association's executive officers will be advised in advance of the number and category of such teachers and their counsel in this matter pursued in arriving at an acceptable method of staff reduction. The discretion

ARTICLE XVIII

REDUCTIONS IN PERSONNEL AND
ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

(Continued)

- B. hereby vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance procedure provided in this Agreement.

ARTICLE XIX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1969, and shall continue until the 30th day of June, 1971, except for Schedule I which shall be effective until June 30, 1970. If a salary schedule for the 1970-71 school year is not concluded by June 30, 1970, the entire master contract shall be null and void.

BOARD OF EDUCATION

BY: _____
 Its President

BY: _____
 Its Secretary

EDUCATION ASSOCIATION

BY: _____
 Its President

BY: _____
 Its Secretary

SCHEDULE I

1969 - 1970 SALARY SCHEDULE
AND
EXTRA DUTY COMPENSATION

<u>Experience</u>	<u>B. S. Degree</u>	<u>B. S. + 15 Hours *</u>	<u>M. A. Degree</u>	<u>M. A. + 15 Hours *</u>	<u>Specialist or Ph. D. Degree</u>
0	\$ 7,000	\$ 7,350	\$ 7,700	\$ 8,050	\$ 8,400
1	\$ 7,350	\$ 7,700	\$ 8,075	\$ 8,450	\$ 8,800
2	\$ 7,700	\$ 8,075	\$ 8,475	\$ 8,850	\$ 9,250
3	\$ 8,075	\$ 8,500	\$ 8,900	\$ 9,300	\$ 9,700
4	\$ 8,475	\$ 8,900	\$ 9,325	\$ 9,750	\$10,175
5	\$ 8,900	\$ 9,325	\$ 9,775	\$10,225	\$10,675
6	\$ 9,325	\$ 9,800	\$10,250	\$10,725	\$11,200
7	\$ 9,775	\$10,275	\$10,775	\$11,250	\$11,750
8	\$10,275	\$10,775	\$11,300	\$11,800	\$12,325
9	\$10,775	\$11,300	\$11,850	\$12,375	\$12,925
10	\$11,300	\$11,850	\$12,425	\$13,000	\$13,550
15			\$12,625	\$13,200	\$13,750
20			\$12,825	\$13,400	\$13,950
25			\$13,025	\$13,600	\$14,150
30			\$13,225	\$13,800	\$14,350
35			\$13,425	\$14,000	\$14,550
40			\$13,625	\$14,200	\$14,750

* Graduate Hours

SCHEDULE I

1969 - 1970 SALARY SCHEDULE
AND
EXTRA DUTY COMPENSATION

(Continued)

1. A \$200.00 longevity increment shall be given at the 15th, 20th, 25th, 30th, 35th, and 40th years to all members of the teaching staff who have earned the Masters Degree. Teachers currently receiving the longevity increment but who have not earned the Masters Degree will continue to receive such longevity increments as paid during the 1968 - 1969 school year, but will only receive additional increments upon earning the Masters Degree.
2. The Board of Education will pay \$20.00 per month for each teacher for health insurance. This \$20.00 per month allowance may be applied at the teacher's option according to the agreed insurance carriers.
3. Twelve dollars and fifty cents (\$12.50) per day will be paid for accumulated sick leave upon terminal retirement. Unused personal business days will be added to a teacher's cumulative sick leave up to one hundred fifty (150) days.
4. The Board of Education will allocate \$6,000 to subsidize graduate study beyond fifteen (15) semester hours through the Masters Degree in Education or subject matter taught or semester hour equivalent to the Masters Degree. Allocation of funds from this sum to individual teachers shall be the responsibility of a committee which shall include equal representation from the Adrian Education Association and the Administration.
5. Teachers assigned a split grade on the elementary level shall receive an additional \$700 per year. A "split grade" shall be deemed to exist in a situation where a teacher must teach two (2) normal grades within one (1) classroom.
6. The Board of Education will provide \$2,500 ordinary term life insurance for each teacher.

SCHEDULE I

1969 - 1970 SALARY SCHEDULE
AND
EXTRA DUTY COMPENSATION

(Continued)

7. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy and will be established for contractual purposes on a full-year basis, i. e., a fraction of a year of one-half (1/2) or more will be established as a whole additional year. Less than one-half (1/2) of a year of experience will be established as no experience or zero (0).

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:

CLASS ADVISORS

9th Grade	----	\$ 75.00
10th Grade	----	\$ 75.00
11th Grade	Concessions --	\$ 500.00
	Prom and Advisor --	\$ 300.00
12th Grade	----	\$ 75.00

POOL SHOW

	Director --	\$ 400.00
	Assistant (If Required) --	\$ 200.00
Crowd Control	----	\$ 15.00

G. A. A. - INTRAMURALS

	Director --	\$ 400.00
	Assistant (If Required) --	\$ 200.00

SCHEDULE I

EXTRA DUTY COMPENSATION

Senior High School

(Continued)

<u>ALL SCHOOL PLAY</u>	-----		\$ 300.00
Crowd Control	-----		\$ 15.00
<u>SENIOR PLAY</u>	-----		\$ 300.00
Crowd Control	-----		\$ 15.00
<u>CHEERLEADERS</u>	-----		\$ 500.00
<u>FORENSICS AND DEBATE</u>	-----		\$ 400.00
<u>CLASS NIGHT</u>	-----		\$ 300.00
<u>INTRAMURAL BASKETBALL</u>	-----		\$ 200.00
<u>MARCHING BAND</u>		Director	-- \$ 600.00
		Assistant	-- \$ 350.00
<u>PEP BAND</u>	-----		\$ 100.00
<u>YEARBOOK</u>		Advisor	-- \$ 200.00
		(In addition to regular class)	
<u>NEWSPAPER</u>		Advisor	-- \$ 200.00
		(In addition to regular class)	
<u>HIGH SCHOOL CONCERTS AND MUSIC ACTIVITIES</u>			
Band	-----		\$ 300.00
Orchestra	-----		\$ 300.00
Choral	-----		\$ 300.00
<u>OPERETTA</u>			
Music Direction - Vocal & Orchestra		--	\$ 200.00 Each
Dramatic Direction	-----		\$ 200.00
Crowd Control	-----		\$ 15.00

SCHEDULE I

EXTRA DUTY COMPENSATION

Senior High School

(Continued)

VARSIY FOOTBALL (Each Figure is Per Game or Assignment)

Football Scoreboard Operator	----	\$ 12.00
Ticket Seller	----	\$ 10.00
Ticket Taker	----	\$ 12.00
Game Movies (Home Games)	----	\$ 12.00
P. A. Announcer	----	\$ 12.00
Reserved Seat Usher	----	\$ 5.00
Crowd Control	----	\$ 12.00

VARSIY BASKETBALL (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 (Home)	----	\$ 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

SCHOOL PARTIES

Crowd Control	----	\$ 10.00
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SENIOR ACTIVITIES (Helpers)

Senior Prom	----	\$ 15.00
Baccalaureate	----	\$ 15.00

SCHEDULE I

EXTRA DUTY COMPENSATION

Senior High School

(Continued)

SENIOR ACTIVITIES (Helpers)

Class Night	----	\$ 15.00
Commencement	----	\$ 15.00
Cap and Gown Collection	----	\$ 15.00
<u>SERVICE CLUB</u>	----	\$ 200.00

EXTRA DUTY COMPENSATION

Junior High School

<u>AUDIO-VISUAL DIRECTOR</u>	----	\$ 200.00
<u>PROGRAMS DIRECTOR</u>	----	\$ 250.00
<u>JUNIOR HIGH MUSIC ACTIVITIES</u>	----	\$ 150.00
<u>OPERETTA</u>		
Music Direction	----	\$ 150.00
Dramatic Direction	----	\$ 150.00
<u>G. A. A. INTRAMURALS</u>	----	\$ 250.00
<u>CROWD CONTROL (Per Person, Per Event)</u>	--	\$ 10.00
<u>CHEERLEADERS</u>		
(If Not a Regular Class Assignment)	--	\$ 150.00
<u>POOL SHOW</u>	----	\$ 300.00
<u>MARCHING BAND</u>	----	\$ 300.00

SCHEDULE I

EXTRA DUTY COMPENSATION

Elementary Schools

SERVICE SQUAD - SAFETY PATROL

(If Over and Above Regular Teaching Duties) -- \$ 100.00 Per Year

NOTE: Mileage shall be paid at the rate of
per mile for all out-of-town events -
(\$.11).

COACHING SALARY SCHEDULE

1969 - 1970

<u>POSITION</u>	<u>% OF BASE SALARY</u>	<u>MAXIMUM ALLOWANCE</u>
Head Football - Basketball	15%	\$ 1,400.00
Head Swimming - Wrestling	13%	\$ 1,000.00
Head Baseball - Track	12%	\$ 900.00
Head Tennis - Golf - Cross Country	9%	\$ 500.00
Assistant Football - Assistant Basketball	10%	\$ 900.00
J. V. Football - Basketball	8%	\$ 800.00
J. V. Assistant Football - Basketball	7%	\$ 600.00
Assistant Wrestling - Swimming	7%	\$ 600.00
J. V. Wrestling - Swimming	7%	\$ 600.00
Assistant Baseball - Track	7%	\$ 600.00
J. V. Baseball - Track	7%	\$ 600.00
Head Freshman Football - Basketball - Wrestling - Track - Swimming	6%	\$ 500.00
J. V. Cross Country	6%	\$ 500.00
J. V. Assistant Baseball - Track	6%	\$ 400.00
Head Freshman Golf - Tennis - Cross Country - Baseball	5%	\$ 450.00
Freshman Assistant Baseball - Track - Football - Basketball	5%	\$ 400.00

COACHING SALARY SCHEDULE

1969 - 1970

<u>POSITION</u>	<u>% OF BASE SALARY</u>	<u>MAXIMUM ALLOWANCE</u>
Junior High Swimming - Wrestling - Basketball	6%	\$ 400.00
Junior High Football - Baseball - Track	5%	\$ 400.00
Junior High Golf - Tennis	4%	\$ 300.00
Elementary Director	3%	\$ 200.00
Elementary Assistant	NONE	\$ 100.00

APPLICABLE CLAUSES FROM 1969 - 1970 AGREEMENT

1. 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 (1/2) 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.

2. The Head Librarian shall receive \$300.00, and other librarians shall receive \$200.00 above base salary.
3. All Counselors shall receive \$600.00 above base salary.
4. Driver Education teachers shall receive \$4.50 per hour.
5. 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.

APPLICABLE CLAUSES FROM 1969 - 1970 AGREEMENT

(Continued)

6. Teachers shall be entitled to 11¢ per mile reimbursement (Revised 1969) 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.

7. 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.

GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>

1. Superintendent
2. Principal
3. Association
4. Teacher

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition of Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date

NOTE: All Provisions of Article _____ of the Agreement dated _____ 19_____,
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX "A"

THE MICHIGAN
TEACHERS' TENURE ACT

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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.

ARTICLE I

DEFINITIONS

(Continued)

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 of 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 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 IV and Article VI 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.

ARTICLE II

PROBATIONARY PERIOD

(Continued)

38.82 (Continued)

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 IV, V and VI.

Section 4. Articles IV, V and VI 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

ARTICLE III

CONTINUING TENURE

(Continued)

38.91 (Continued)

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,

ARTICLE IV

DISCHARGE, DEMOTION OR RETIREMENT

(Continued)

38.101 (Continued)

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.

ARTICLE IV

DISCHARGE, DEMOTION OR RETIREMENT

(Continued)

38.104 (Continued)

- 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 thereupon 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 IV, 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 thirty 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 sixty days from the date of appeal. Notice and conduct of such hearing shall be the same as provided in Article IV, Section Four 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 five members: two of whom shall be classroom instructors, one a member of a board of education of a graded or city school district, one a person not a member of a board of education or a teacher, and one 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.

ARTICLE VII

STATE TENURE COMMISSION

(Continued)

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

Section 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

EFFECTIVE DATE

38.191 Effective Date.

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

