

6-30-74

Adrian

AGREEMENT  
 Between The  
 BOARD OF EDUCATION  
 Of The  
 SCHOOL DISTRICT OF THE CITY OF ADRIAN  
 And The  
 CITY OF ADRIAN EDUCATION ASSOCIATION

\* \* \* \*

APPENDIX "A"  
 THE MICHIGAN  
 TEACHERS' TENURE ACT

Michigan State University  
 LABOR AND INDUSTRIAL  
 RELATIONS LIBRARY

Director of Personnel  
 Adrian Public Schools  
 204 E. Church Street  
 Adrian, Michigan 49221

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ARTICLE I  
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract or on leave, employed or to be employed by the Board as probationary or tenure teachers. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendents, directors of school and community programs, principals, assistant principals, business manager, and any other person engaged fifty percent of the time in the direct administration and supervision of programs controlled by the Board of Education. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

I. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or support a negotiating unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act (MPERA) or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or terms or conditions of employment or 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 as defined by law.

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

- III. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this business shall not interfere with or interrupt normal school or scheduled operations.
- IV. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is not in scheduled use. The Association shall arrange with the appropriate representatives of the Board of Education to schedule the use of this equipment and pay the reasonable cost of all materials, supplies and replacements incident to such use. In each building the Association will have a bulletin board for exclusive use to post notices of activities and matters of Association concern. Use of the mail services and teacher mail boxes in each building by the Association for communicating with teachers will be mutually agreed upon at the time of need with the appropriate representative of the Board of Education. The appropriate representative of the Board of Education in charge is expected to cooperate in expediting this provision.
- V. The Board agrees to furnish the Association in response to requests all available public information concerning the financial resources of the district and other generally available information including but not limited to: annual financial reports and audits,

register of certificated personnel, agendas and minutes of public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other public information in the Board's possession as will assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

VI. 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 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. When consultation is requested by the Board of Education and its representatives, a meeting date for this purpose will be mutually established with the Association within a period of three (3) days.

VII. The provisions of this Agreement shall be mutually applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

### ARTICLE III

#### 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 IV

### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

I. All teachers as a condition of employment shall either:

Sign and deliver to the Board an assignment authorizing deductions of the annual professional membership dues in the Association

or

Cause to be paid to the Association a representation benefit fee equal to the professional dues of the Association. These monies for dues or representation benefit fees shall be deducted from the third, fifth, seventh, and ninth regular salary checks of the teacher. The representation benefit fees shall be an amount equal to the professional dues of the Association.

II. In the event that neither of the provisions of Paragraph A are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint. If said teacher is a tenure teacher the complaint shall be processed in accordance with the dismissal provisions of the Michigan Teacher's Tenure Act; the charging party being the Association. In the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the current semester.

Prior to employing a replacement teacher, should the Board of Education receive written notification from the Association and the teacher that the dues or non-member's representation benefit fee have been paid in full, said complaint will be withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this Agreement is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

III. The Board of Education agrees to deduct from the salaries of teachers the professional dues of the Association or a non-member's representation benefit fee when authorized in writing by each teacher desirous of having such dues or fees deducted.

IV. Regular dues or the non-member's representation benefit fees shall be deducted in four equal monthly installments as stated above.

The form for this purpose is as follows:

AUTHORIZATION TO DEDUCT DUES OR FEES

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I  
\_\_\_\_\_ hereby authorize the Board of Educa-  
tion to deduct the sum of \$\_\_\_\_\_ in four equal install-  
ments as professional or representation benefit fees from the  
paychecks stated in the Master Agreement.

I further understand that in the event of a dispute over pay-  
ments of the above specified amount, I must seek my remedy  
from the Adrian Education Association. Further, it is my  
understanding that this authorization for dues deduction or rep-  
resentation benefit fees shall be revocable only if I expressly  
so state in writing between June 1 and September 1 of any year,  
a copy of which must be placed on file with the Director of Per-  
sonnel and a copy with the Treasurer of the Adrian Education  
Association.

Filed with the Personnel Office  
of the Board of Education on the  
\_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
Signature

The form for revoking dues or fees deduction is as follows:

AUTHORIZATION TO REVOKE DUES  
OR  
FEEES DEDUCTION

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I,  
\_\_\_\_\_, hereby authorize the Board of Edu-  
cation to discontinue the sums deducted from my paycheck  
for dues or representation fees in the Adrian Education Asso-  
ciation. I further understand that in the event of a dispute over  
this action I must seek my remedy from the Adrian Education  
Association and that I must file a copy of this request with the  
Director of Personnel and a copy with the Treasurer of the  
Adrian Education Association.

\_\_\_\_\_  
Signature

Filed with the Personnel Office  
of the Board of Education on the  
\_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_.

- V. Authorizations for deductions must be on file with the Director of Personnel on or before the first day of October.
- VI. The Association, shall, on or before the first day of October of the school year, give written notification to the Director of Personnel of the amount of its total dues and the amount of the non-member's representation benefit fees which are to be deducted in that school year. The amounts of deductions shall not be subject to change during the entire school year.
- VII. For the purpose of this Article, the term "School Year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- VIII. Dues deductions and an alphabetized list of teachers by building from whom deductions were made shall be transmitted by the Business Office to the A. E. A. Treasurer within 10 days after such deductions are made. The A. E. A. shall be responsible for disbursements of the dues paid to the proper authorities.
- IX. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.

X. Any dispute between the A. E. A. and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization slip pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

XI. 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 purpose of complying with this Article.

ARTICLE V  
TEACHERS' HOURS, ASSIGNMENT  
AND  
EMPLOYMENT CONDITIONS

I. Secondary Grades

A. If a teacher be assigned 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 or hour.

B. If a teacher receives an assignment of less than twenty-five (25) teaching periods per week, said teacher may be asked to substitute during any unassigned period.

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 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.

II. Senior High School

A. All members of the Senior High 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 interval not to exceed thirty-five (35) 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.

B. There will be no more than fourteen (14) 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 voluntarily making awards shall be required to attend honors night. Teachers are permitted to leave the honors night program as soon as they have presented their award. The honors night program shall not exceed two (2) hours in length.

### III. Middle School

A. The Board and the Association agree that each Middle School 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 students -- that additional time is required for planning, preparing tests, maintaining records, correcting papers, improving curriculum, previewing instructional materials, parental conferences, post school team planning, etc. They agree, further, that the 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 Middle School work day/week shall be organized for the 1972-74 school years as follows:

1. Each Middle School teacher shall teach a maximum of twenty-five (25) clock hours per week.
2. There shall be a period of sixty (60) minutes devoted to planning and pre- and post-school supervision. The planning period shall be a minimum of forty-five (45)

consecutive minutes daily. The remaining minutes shall be devoted to general student supervision as scheduled by the building principal.

C. Due to the problems arising through the implementation of the Middle School and team-teaching concepts, both parties agree that some time will have to be spent at meetings and planning sessions. The following guidelines will be observed:

1. The principal of the Middle School may, at his discretion, call one (1) general staff meeting per month at which meetings teacher attendance shall be required.

2. Except in an emergency situation, all other meetings including curriculum, in-service and other professionally oriented topics must be announced at least three (3) days in advance, and attendance will be at the discretion of the teachers, keeping in mind their professional obligations to the proper augmentation of the program.

D. Each regularly scheduled lunchroom period shall be supervised by at least two (2) teachers and at least two (2) lay persons, or one (1) supervisor per one hundred (100) students or any major part thereof.

#### IV. 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 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 1972-74 school years 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.
3. There will be a consecutive thirty (30) minute planning period for all teachers not having recess periods. 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.
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. Teacher attendance when a class is instructed by special teachers in art, gym, music, library, etc. will be discretionary with the classroom teacher.

7. Article V, Section IV of this contract shall be in effect only for the duration of the 1972-74 school years. It shall be reviewed and renegotiated if deemed necessary by either party upon termination.

V. Miscellaneous Provisions

A. 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), which will be paid to the teacher within thirty (30) days after above mentioned substitution took place.

B. No student teacher shall be assigned to a cooperating teacher without the consent of the cooperating teacher.

C. 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.

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

E. 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 will 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
	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 Mental- ly Retarded	10	15
	Special Sight-Saving and Hearing Conservation Classes	8	12

3. <u>Special Education</u>	<u>Optimum</u>	<u>Maximum</u>
Emotionally Disturbed Classes	5	8

The maximum set forth above will be adhered to for the 1972-74 academic years. 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 a given room. 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.

F. 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 continue to provide a teacher reference library for all schools in the district and include therein materials which are reasonably requested by the teachers and administrators of each school. Elementary professional libraries will be supplemented by the system's curriculum resource center.

G. 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.

H. 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 more recent, or The Americal 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.
- I. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment, but he may do so under mutual agreement for the institution of specialized programs.
- J. The Board shall make available, exclusively for staff use in each school, restrooms, lavatory facilities and at least one (1) lounge in which smoking shall be permitted. A lunchroom on the Senior High and Middle School level for staff use only will be provided. Provision for such facilities shall be made in all future buildings.
- K. Telephone facilities shall be made available to teachers for their professional use.
- L. Adequate parking facilities shall be provided, properly maintained, and identified for staff use. Building administrative assistance shall be given to prevent vandalism and/or the determination of the cause of damage or vandalism to vehicles parked in the staff parking lot.
- M. The number of days of accumulated sick days a teacher has shall be shown on his paycheck three times a year: once at the beginning of the school year, once at the end of the first semester, and once at the end of the school year.

N. On the day preceding a vacation, the teachers shall be dismissed ten (10) minutes after the pupils.

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.

## ARTICLE VI

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- I. 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 teaching certificate.
- II. All permit teacher employment on a full-time basis will be assigned for no longer than one semester. The Association shall be so notified in each instance, and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person.
- III. Full-time teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study.
- IV. It is agreed that all tentative teaching assignments (including 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 tentative assignment), if a complete master contract for the following school year is in force, or a letter of intent (including tentative assignment), if there is no master contract for the following year upon which the teacher shall express his desire 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 by May 25th shall be subject to having his position posted as a vacancy.

Teachers who will be affected by a change in teaching assignment will be notified and consulted by the Building Principal or appropriate administrator as soon as possible. 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 who have completed at least one semester of regular employment in the district if they are fully qualified.

- V. 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.

VI. In classrooms or schools where a substantial percentage of the student population is derived from home situations where English is not the primary language, or is an incidental language, the Board shall give special attention to hiring qualified teachers who are bilingual and trained to assist the students in English as well as the primary language spoken by said students.

VII. The Board and the Association recognizes the desirability of multi-ethnic representation on the teaching faculty.

## ARTICLE VII

### REQUIREMENTS FOR EMPLOYMENT

- I. Each teacher shall take TB tests as required by the County Health Department and the results of such tests shall be promptly filed as specified by the Health Department with the Board. At the beginning of the school year, the Board may provide a free clinic to give these TB tests.
- II. 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.
- III. Teachers holding degrees are expected to maintain a program to fulfill State requirements for Permanent Certificates, and encouraged to show evidence of further advancement.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### I. Leaves With Pay

A. At the beginning of each school year tenure teachers will be granted ten (10) days per school year, and non-tenure teachers will be granted five (5) days per semester 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 maximum of 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.

B. 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.

C. Absence due to injury or illness incurred in the course of the teacher's employment may or may not be charged against the teacher's sick leave days. Teachers injured while working for the Adrian Public Schools and thus becoming eligible for Workmen's Compensation benefits will have the following choices:

1. Accumulated leave days will, on an optional basis, be available to the injured teacher during the period he is unable to work as a result of an accident.
2. If the teacher elects to use his sick leave, his Workmen's Compensation benefits will be supplemented by school funds to give him the equivalent of his regular daily rate of pay. Sick leave pay would then be charged with a proportional amount of time lost based on the ratio of school funds used to make the employees regular daily rate. A teacher shall advise his building administrator as soon as possible to his intention of taking said leave and his choice in the use of his sick leave.

D. Only personal illness or disability and/or emergency medical procedures are covered by this sick-leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled when school is not in session shall not be covered under this leave policy.

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

1. Personal illness with no statement required - sick leave.

2. Illness 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. This leave shall be charged to personal sick leave.

3. Attendance at funerals of non-family members shall be limited to one-half (1/2) days - not chargeable to sick leave. Up to five (5) days for death in the immediate family shall not be charged to sick leave. Immediate family means same as two (2) above.

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. Teachers wishing to take these days under emergency conditions shall directly contact their building principal stating that they will be absent from school. Personal business days are to be arranged with the building principal a minimum of three (3) days in advance of said absence. An explanation of the nature of the teacher's business or emergency shall be optional with the teacher. Unused personal business days will be added to a teacher's accumulated sick leave.

F. 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 (Salary less jury duty pay).
2. Court appearance as a witness in any case which may require the teacher's appearance.
3. Time necessary to take the selective service physical examination.
4. All other absences which are in the course of school business which has been approved by the Administration.

G. 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.

H. The Association's President shall have his planning period scheduled for the final period of the day unless otherwise arranged and may be released from his building upon request to his building principal.

## II. Unpaid Leaves

### A. Maternity Leave

The Board shall grant to any married teacher a Leave of Absence for the purpose of childbirth. Such leave shall continue after the termination of the pregnancy for a period not to exceed one (1) year. A 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.

### B. Exchange Teacher Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a

fulltime participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system.

C. Professional Growth Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities.

D. Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States to fulfill his military obligation.

E. Association Leave

A leave of absence shall be granted upon application for the purpose of serving as an officer of the Adrian Education Association, the Michigan Education Association, or the National Education Association.

F. Leave for Public Office

A leave of absence not to exceed two (2) years shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.

G. Extended Leave

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. Return to Employment from Maternity and Other Leaves

A. Teachers on leave will notify the Director of Personnel by April 1 of their leave year as to whether they shall return or resign for the next school year. Failure to notify the Director of Personnel by April 1 shall result in a termination of services. Upon return from a leave of absence, a teacher shall be placed on that step of the salary schedule consistent with the law and years of approved experience in the Adrian School System. The teaching assignment will be established within the area of teacher certification.

IV. 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 IX

### VACANCIES, PROMOTIONS AND TRANSFERS

I. The Board recognizes that it is desirable in making assignments to consider all facets of the educational program including the interests and aspirations of its teachers. Requests by a teacher for assignment to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for assignment or transfer, the school, grade or position sought, and the applicant's academic qualifications if already not on file. Such requests shall be reviewed once each year to assure active consideration by the Board.

A. An involuntary transfer or change in assignment after the close of the current school year for the following year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

II. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from 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 current semester at which time the position will be considered vacant.

III. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than three weeks before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior.

A. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure in addition to the procedures heretofore outlined, shall be followed:

1. Teachers with specific interests in possible vacancies will notify the Personnel Office or Director of their interest in writing during the last regular week of school and shall include a summer address.
2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified of the vacancy.
3. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of notification.

ARTICLE X

PROFESSIONAL AND ASSOCIATION LEAVE

- I. 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 business relating to the operation of the Association in the Adrian School District.

## ARTICLE XI

### ACADEMIC FREEDOM

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

TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

I. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. A personal interview shall be held within ten (10) school days of the observations which are pertinent to the development of a formal evaluation. The observations shall coincide with the following schedule:

Preliminary observation (Sept. or Oct. or Spring of Prior School Year)

A. Date Due ----- First Friday in November

First formal evaluation (period of Nov., Dec.)

B. Date Due ----- Second Friday in January

Second and Final evaluation (period of Jan., Feb.)

C. Date Due ----- First Friday in March

Board of Education action on administrative recommendations

D. Date Due ----- Date of Second Regular Board Meeting in March

Teacher notification of Probationary-Tenure Status

E. Date Due ----- Sixty (60) days before end of school year

Tenure teachers shall be observed for the purpose of evaluation at least once every third year. A personal interview shall be held with the tenure teacher as soon as the evaluative report is ready and shall be made within ten (10) school days for the purpose of reviewing the evaluative report so that the parties can remember the evaluative observation. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

II. Evaluation shall only be conducted by the building principal or assistant principal or other qualified administrator. Each formal classroom observation for purposes of evaluation shall be made in person for a minimum of thirty consecutive minutes. All classroom monitoring or observation of the performance of a teacher for evaluative purposes shall be conducted openly and with the full knowledge of the teacher.

III. A "teaching coach" may be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible, shall be a tenure teacher and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

IV. Recommendations as to demotion, retention, or change of professional status shall be an administrative function.

V. No later than March 21st of each probationary year, the final written evaluation report, including the recommendation as to whether the probationary teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the Superintendent covering each probationary teacher.

A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, and the teacher may request the presence of the Association. In any grievance or tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.

VI. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following

minimum items of information:

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation
- Draft information on those individuals who are currently subject to call

No evaluative material submitted by the school's administration may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

## ARTICLE XIII

### PROFESSIONAL BEHAVIOR

- I. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful inefficiency in professional performance, or other violations of ethics by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- II. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance.
- III. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage for alleged violation of this agreement without just cause, and, in such cases, be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher, and the Association if the teacher so desires.

ARTICLE XIV

REDUCTIONS IN PERSONNEL AND ANNEXATION,  
CONSOLIDATION, OR OTHER REORGANIZATION  
OF THE DISTRICT

- I. To the full extent provided by law this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract.
- II. No teacher shall be laid off pursuant to a necessary reduction in personnel unless in the opinion of the Board there may be a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- III. No teacher shall be laid off pursuant to a necessary reduction in personnel during the school years 1972-74.
- IV. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said lay-off at least sixty (60) days prior to his last working day. No teacher shall be laid off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- V. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the

longest period of service in the school district who are certified to teach in those areas or disciplines to be preserved.

A. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations in the system.

B. In the event of lay-off, the Board will institute a recall procedure consistent with the Tenure Act which, when implemented, will insure teachers that they will be recalled according to the seniority list which has been jointly worked out between the Board and the Association. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

ARTICLE XV

SCHOOL CALENDAR

- I. The parties agree that certain aspects of the school calendar are deserving of the Association's consideration. With the setting of the tentative county calendar, the administration will provide copies of said calendar to the Association. Within ten (10) school days of the receipt of said calendar, the Association may submit their views, in writing, to the Central Administration. Whenever possible, the considerations of the Association will be implemented in the final calendar.

ARTICLE XVI  
EXTRA DUTY COMPENSATION  
AND  
1972-74 SALARY SCHEDULE

- I. A \$200.00 longevity increment shall be given at the 15th, 20th, 25th, 30th, and 35th 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 1971-72 school year, but will only receive additional increments upon earning the Masters Degree.
- II. The Board of Education will pay \$38.00 per month for each teacher for health insurance. This \$38.00 per month allowance may be applied at the teacher's option according to the agreed insurance carriers. This insurance allowance will be increased by cost of living plus 1% for the second year of this Agreement (1973-74).
- III. \$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 accumulated sick leave up to one hundred fifty (150) days.
- IV. Teachers assigned a split grade on the elementary level shall receive an additional \$700.00 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.

- V. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy. Fractional years will be evaluated as follows: one-half (1/2) year or more will be evaluated as one year; less than one-half (1/2) year of experience, will be established as no experience or "0".
- VI. Supervision of non-contractual extra-curricular activities shall be on a voluntary basis.
- VII. 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.
- VIII. The Head Librarian shall receive \$300.00 and other librarians shall receive \$200.00 above base salary.
- IX. All counselors shall receive \$600.00 above base salary.
- X. Driver Education teachers shall receive \$5.00 per hour if they have no experience, \$5.50 per hour for teachers with one year of experience, and \$6.00 per hour for teachers with two or more years of experience.

XI. Teachers shall be entitled to 12¢ per mile reimbursement (Revised 1972) 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.

XII. 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.

ADRIAN PUBLIC SCHOOLS

1972-73 SALARY SCHEDULE

<u>Experience</u>	<u>B. S. Degree</u>	<u>B. S. Degree + 18 Hours *</u>	<u>M. A. Degree</u>	<u>M. A. Degree + 15 Hours</u>	<u>Specialist or Ph. D.</u>
0	\$ 8,100.00	\$ 8,425.00	\$ 8,775.00	\$ 9,150.00	\$ 9,550.00
1	\$ 8,425.00	\$ 8,775.00	\$ 9,150.00	\$ 9,550.00	\$ 9,975.00
2	\$ 8,775.00	\$ 9,150.00	\$ 9,550.00	\$ 9,975.00	\$10,450.00
3	\$ 9,150.00	\$ 9,550.00	\$ 9,975.00	\$10,450.00	\$10,950.00
4	\$ 9,550.00	\$ 9,975.00	\$10,450.00	\$10,950.00	\$11,475.00
5	\$ 9,975.00	\$10,450.00	\$10,950.00	\$11,475.00	\$12,025.00
6	\$10,450.00	\$10,950.00	\$11,475.00	\$12,025.00	\$12,600.00
7	\$10,950.00	\$11,475.00	\$12,025.00	\$12,600.00	\$13,200.00
8	\$11,475.00	\$12,025.00	\$12,600.00	\$13,200.00	\$13,800.00
9	\$12,025.00	\$12,600.00	\$13,200.00	\$13,800.00	\$14,400.00
10	\$12,600.00	\$13,200.00	\$13,800.00	\$14,400.00	\$15,000.00
11	\$13,200.00	\$13,800.00	\$14,400.00	\$15,000.00	\$15,600.00
15			\$14,600.00	\$15,200.00	\$15,800.00
20			\$14,800.00	\$15,400.00	\$16,000.00
25			\$15,000.00	\$15,600.00	\$16,200.00
30			\$15,200.00	\$15,800.00	\$16,400.00
35			\$15,400.00	\$16,000.00	\$16,600.00

\* Graduate Hours

NOTE: Bachelor + 18 hours will be operative after July 1, 1973. Until this date the principle of Bachelor + 15 hours will be followed in the determination of salaries for the 1972-73 school year.

## 1973 - 74 SALARY SCHEDULE

A cost of living factor plus 1% will be applied to the above schedule. The cost of living factor used will be the data available as of July 1, 1973 for the United States and established by the Consumer Price Index of the Department of Labor, Bureau of Labor Statistics. This factor plus 1% will be applied to the "O" step of the Bachelor Degree and that amount added to all other steps in the schedule.

SCHEDULE I  
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	Prom and Advisor -----	\$ 300.00
12th Grade	Senior Banquet and Senior Activities -----	\$ 375.00

POOL SHOW

Director	-----	\$ 500.00
Assistant (If Required)	-----	\$ 250.00
Crowd Control	-----	\$ 15.00

G. A. A. INTRAMURALS

Director	-----	\$ 600.00
Assistant (If Required)	-----	\$ 250.00
If No Assistant, Director	----	\$ 850.00

ALL SCHOOL PLAY

	-----	\$ 300.00
Crowd Control	-----	\$ 15.00

SENIOR PLAY

	-----	\$ 300.00
Crowd Control	-----	\$ 15.00

CHEERLEADERS

-----	\$ 600.00
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FORENSICS

-----	\$ 250.00
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DEBATE

-----	\$ 750.00
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INTRAMURAL BASKETBALL

-----	\$ 200.00
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MARCHING BAND

Director	-----	\$ 600.00
Assistant	-----	\$ 350.00

PEP BAND

Two (2) Directors	-----	\$ 100.00 Each
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<u>YEARBOOK</u>	Advisor	-----	\$ 600.00
(In addition to regular class)			

<u>NEWSPAPER</u>	Advisor	-----	\$ 300.00
(In addition to regular class)			

HIGH SCHOOL CONCERTS AND MUSIC ACTIVITIES

Band	-----	\$ 300.00
Orchestra	-----	\$ 300.00
Choral	-----	\$ 300.00
Balladeers	-----	\$ 300.00
Summer Parades (Per Parade)	-----	\$ 75.00

MUSICAL

Music Director - Vocal & Orchestra	-----	\$ 250.00 Each
Dramatic Direction	-----	\$ 250.00
Technical Director	-----	\$ 100.00
Choreographer	-----	\$ 100.00
Crowd Control	-----	\$ 15.00

VARSETY FOOTBALL (Each Figure is Per Game or Assignment)

Ticket Manager	-----	\$ 25.00
Football Scoreboard Operator	-----	\$ 12.00
Ticket Seller	-----	\$ 12.00
Ticket Taker	-----	\$ 15.00
Game Movies (Home Games)	-----	\$ 12.00
Game Movies (Away Games)	-----	\$ 20.00
P. A. Announcer	-----	\$ 12.00
Reserved Seat Usher	-----	\$ 6.00
Crowd Control	-----	\$ 15.00

VARSETY BASKETBALL (Each Figure is Per Game or Assignment)

Ticket Manager	-----	\$ 15.00
Ticket Seller	-----	\$ 10.00
Scorer	-----	\$ 12.00
Timer	-----	\$ 12.00
Crowd Control	-----	\$ 12.00
Game Movies (Home)	-----	\$ 12.00
Game Movies (Away)	-----	\$ 20.00

Any person employed as a SCOUT for any SPORT will be paid \$150.00 per sport per scouting season.

ASSISTANCE WITH TRACK, WRESTLING, SWIMMING, AND ANY MIDDLE SCHOOL, JV, OR FRESHMAN ATHLETIC RELATED ACTIVITY	-----	\$ 8.00 Per Function
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<u>SCHOOL PARTIES</u> Crowd Control	-----	\$ 12.00
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SENIOR ACTIVITIES (Helpers)

Senior Prom	-----	\$ 15.00
Baccalaureate	-----	\$ 15.00
Commencement	-----	\$ 15.00
Cap and Gown Collection	-----	\$ 15.00

<u>SERVICE CLUB</u>	-----	\$ 500.00
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<u>CONCESSIONS</u> (May be a split assignment)	-----	\$ 700.00
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<u>PAN AMERICAN FESTIVAL</u>	-----	\$ 200.00
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<u>PEP CLUB</u>	-----	\$ 150.00
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EXTRA DUTY COMPENSATION

MIDDLE SCHOOL

<u>PROGRAMS DIRECTOR</u>	-----	\$ 250.00
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<u>STUDENT COUNCIL</u> Supervisor	-----	\$ 150.00
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MIDDLE SCHOOL MUSIC ACTIVITIES

Choral	-----	\$ 100.00
Band	-----	\$ 100.00
Orchestra	-----	\$ 75.00

MUSICAL

Music Direction & Orchestra	-----	\$ 200.00 Each
Dramatic Direction	-----	\$ 250.00

<u>CROWD CONTROL</u>	(Per Person, Per Event)	-----	\$ 15.00
<u>CHEERLEADERS</u>			
	(If not a Regular Class Assignment)	-----	\$ 250.00
	(If Required to attend away games)	-----	\$ 300.00
<u>POOL SHOW</u>	Director	-----	\$ 400.00
	Assistant (If Required)	-----	\$ 175.00

EXTRA DUTY COMPENSATION  
ELEMENTARY GRADES

<u>SERVICE SQUAD-SAFETY PATROL</u>			
	(If over and above Regular Teaching Duties)	-----	\$ 150.00

NOTE: Mileage shall be paid at the rate of per mile  
for all out-of-town events at the rate of  
\$.12 per mile.

COACHING SALARY SCHEDULE

1972 - 1973

<u>POSITION</u>	<u>%</u>	<u>MAXIMUM ALLOWANCE</u>
Head Football-Basketball	15%	\$ 1,600.00
Head Swimming-Wrestling-Track	13%	\$ 1,300.00
Head Baseball	12%	\$ 1,200.00
Head Tennis-Golf-Cross Country	10%	\$ 900.00
Trainer	10%	\$ 1,000.00
Varsity Assistant Football	10%	\$ 1,000.00
J. V. Football-Basketball	10%	\$ 1,000.00
J. V. Assistant Football	9%	\$ 900.00
J. V. Head Wrestling	9%	\$ 900.00
Varsity Assistant Baseball-Track	9%	\$ 900.00
J. V. Baseball-Track	8%	\$ 900.00
Head Freshman Football-Basketball- Wrestling-Track-Swimming-Baseball	8%	\$ 800.00
Head Freshman Tennis-Cross Country	7%	\$ 600.00
Freshman Assistant Football- Basketball-Track	7%	\$ 700.00
Middle School Football-Swimming- Wrestling-Basketball	6%	\$ 600.00

GIRLS' ATHLETIC PROGRAM

Basketball	-----	\$ 400.00
Track and Field Team	-----	\$ 360.00
Golf Club	-----	\$ 320.00
Softball Club	-----	\$ 360.00
Tennis Club	-----	\$ 240.00
Volleyball Club	-----	\$ 360.00

## ARTICLE XVII

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- I. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears, in the opinion of the classroom teacher and the building principal, that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the administration may relieve the teacher of responsibilities with respect to said pupil until there has been communication with the parents of the child, the teacher and the administration.
  
- II. A teacher may bar a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the administration with the teacher.

III. Examples of offenses for which teachers may bar students

from class:

- A. Profanity or obscenity
- B. Fighting
- C. Gambling
- D. Chronic skipping of class
- E. Deliberate defiance of authority
- F. Inciting others to violence
- G. Possession of pornographic literature
- H. Theft
- I. Vandalism
- J. Misbehavior
- K. Violation of the School's dress and grooming code  
as approved by the Board
- L. Smoking in the school or on school grounds
- M. Possession or under the influence of narcotics  
or alcohol

- IV. A. Consistent with Board policy, a principal shall support teachers in maintaining school discipline.
- B. Where a principal or an administrator cannot 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, a redress may be sought as defined in Article XIX, Section B, and if satisfaction is not forthcoming, at this point, proceed as defined in Article XIX, Section A.

V. The Administration, in conjunction with the Association in each building, shall, within the guidelines established by the Board of Education, promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior within the framework of the staff meetings provided for in this Agreement. Such rules and regulations shall be distributed to students, teachers and parents at the commencement of each school year.

VI. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher's position, in the judgment of the Board, is defensible.

VII. If any teacher is complained against or sued while in pursuit of his employment, and his position is justifiable in the opinion of

the Board, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

VIII. Time lost by a teacher in connection with any defensible incident mentioned in this Article shall not be charged against the teacher.

IX. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

X. No action shall be taken against the teacher upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher concerned.

## ARTICLE XVIII

### NEGOTIATION PROCEDURES

- I. Representatives of the Central Administration and the Association's bargaining committees may meet by mutual agreement for the purpose of reviewing the administration of the contract, and/or for discussion of problems or complaints within the Adrian School System. These meetings are not intended to by-pass the grievance procedure.

Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

- II. The Association shall designate a teacher in each school building as Association Representative (A. R. ). The Principal and Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

- III. Before March 15th of the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.

When negotiations are held during regular school hours, release time shall be provided for the Association's negotiating committee.

- IV. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other

party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to negotiate an agreement pending final ratification by both bodies.

There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

## ARTICLE XIX

### IN-SERVICE PROFESSIONAL EDUCATION

- I. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an In-Service Education Committee composed of three (3) persons appointed by the Director of Instruction and not more than three (3) persons appointed by the Association.
- II. The Committee shall organize itself and assume responsibility for the planning and conducting of the in-service education of the professional teaching personnel.
- III. The Board shall provide a minimum of two (2) half-days during the academic year for the purpose of in-service training.
- IV. The Board of Education shall allocate \$6,000 to the joint In-Service Committee for the purpose of providing programs of system-wide or divisional concern. Examples of such programs are speakers or consultants for in-service days, workshops, contracted courses through colleges, professional literature, conference attendance, teacher/administrator visitations, etc.
- V. Monies remaining in this fund (\$750.00 or more) at the end of the regular school year shall be used to subsidize graduate study beyond fifteen (15) semester hours to the Masters Degree in Education or subject matter taught or semester hours equiva-

lent to the Masters Degree (36 hours). 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.

## ARTICLE XX

### DEPARTMENTAL COORDINATORS

The concept of subject matter departmental coordinators may be implemented by the Board of Education as a pilot program for the 1972-74 school years at all instructional levels. Teachers employed in this capacity shall represent their division/school on the K-12 Curriculum Organization, shall meet on a regularly scheduled basis with the Director of Instruction relative to curricular concerns, shall meet regularly with appropriate Building level administrators and teachers relative to departmental curricular and administrative concerns, shall assist building administrators in the coordination of departmental activities such as curriculum development, textbook and learning material selection, budget preparation, etc.

Secondary coordinators shall be selected by the teachers in the departments that they represent subject to the approval of the Building Principals involved and the Director of Instruction.

Elementary coordinators shall be selected by the appropriate divisional curriculum committees subject to the approval of the Principal assigned as administrative liaison to the committee and the Director of Instruction.

Departmental coordinators do not have supervisory status and shall not be involved in the teacher evaluation process. However, it is the

current intention of the Board of Education to move toward establishment of a supervisory Department Head program to replace departmental coordinators when and if sufficient funds are available.

Departmental coordinators shall receive a \$600 annual stipend and shall be allocated on the following basis:

<u>Department</u>	<u>Elementary</u>	<u>Middle School</u>	<u>High School</u>	<u>Secondary Combined</u>
Language Arts/Reading	1	1	1	
Math	1	1	1	
Science	1	1	1	
Social Studies	1	1	1	
Business Education			1	
Music	1			1
Art/Crafts	1			1
Physical Education	1	1	1	
Home Economics				1
Industrial Arts				1
Special Education	<u>1 (K-12)</u>	<u>          </u>	<u>          </u>	<u>          </u>
	7+	5	6	4
	1 K-12			

23 Teachers

The above assignment of coordinators is suggestive and may be modified in Board of Education approval.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

- I. Teachers shall be informed of a telephone number they may call by 6:45 A.M. each school day 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.
- II. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.
- III. 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.
- IV. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All 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.

- V. Copies of this Agreement shall be provided at the expense of the Board for the duration thereof and presented to all teachers now employed or hereafter employed by the Board.
- VI. 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.
- VII. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- VIII. 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.
- IX. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.
- X. Evening Parent-Teacher Conferences - With the approval of the Building Principal and the majority of the teachers of a given elementary school and the Middle School, an evening parent-teacher conference program may be established. The faculty of schools using this

program will be allowed released afternoon conference time equivalent to time assigned to the evening program.

ARTICLE XXII  
GRIEVANCE PROCEDURE

I. Definitions

A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

An individual employee may present a grievance to the Board or its designated representative with or without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. 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).

B. The "aggrieved person" is the person or persons making the claim.

C. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

D. 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.

E. The term "days" shall mean calendar days.

## II. 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.

## III. Structure

A. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.

B. 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.

C. The building principal shall be the administrative representative when the particular grievance arises in that building.

#### IV. 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.

##### A. 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. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing on the form provided in the appendix and submit said grievance to his building principal. The building principal shall reply in writing to the grievance and to the Association within five (5) days.

B. Level Two

1. 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 written grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

2. Within seven (7) 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 or his designate he shall render a decision as to the solution.

C. 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 or his designate 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 by the Board within ten (10) days.

D. 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 tripartite 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 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.

V. 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.

VI. Expense Responsibility

Any expenses incurred in step four (4) of the grievance procedure shall be born equally by the Board of Education and the Association.

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.

ARTICLE XXIII

NO STRIKE CLAUSE

- I. The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike, slow-down, sanction, work stoppage of any kind including "mass" sickness or any concerted or group activity which has the effect of withholding, in full or in part, any services during the term of this Agreement. Further, in the event of any violation, the Board may take whatever disciplinary action it deems appropriate including discharge without recourse to the grievance procedure.

ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1972 and shall continue until the 30th day of June, 1974.

BOARD OF EDUCATION

By: William C. Gilkey  
President

By: Leo J. Fitzgerald  
Secretary

EDUCATION ASSOCIATION

By: Lawrence O. Doreau  
President

By: Elizabeth A. June  
Secretary

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.

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. If 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.

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 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 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 at states 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

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 made 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.