

Rudyard  
1966 67

1216 KENDALE  
E. LANS., MI.  
48824  
EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 1st day of July, 1966 by and between the Board of Education of the Township of Rudyard, Michigan, hereinafter called the "Board", and the Rudyard Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Rudyard is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel, including personnel on tenure, and probation, guidance counsellors, librarians, speech and hearing therapists, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

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

Rudyard  
Board of Ed.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Rudyard Education Association, and/or the Michigan Education Association, and/or the National Education Association. Such sum shall be deducted as dues from the regular salaries of member teachers and remitted to the respective Association.

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

## ARTICLE II

### Teacher Rights

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

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association agree to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. This does not infer that the school district is to provide building facilities for area meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers lounges, and other established media of communication (space for filing facilities) shall be made available to the association and its members.

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

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules A and B which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the one year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of March of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined. The school calendar will be agreed upon by February 1, by the Association and the Board. For extra work the teacher shall be entitled to appropriate additional professional compensation as defined in Schedule C (Extra Curricular Salary Schedule) which is attached to and incorporated in this Agreement. The teacher shall be paid for attendance at any educational or civic functions where attendance is not voluntary but required with the exception of annual Open House and teacher's meetings.

C.<sup>1</sup> Returning teachers, who have attended a previous pre-school conference in Rudyard, shall not be required to report more than two and one half teaching days prior to the beginning of classes in September.

C.<sup>2</sup> Teachers who have not attended a previous pre-school conference in Rudyard shall not be required to report more than three teaching days prior to the beginning of classes in September.

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

E. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. A teacher or teachers shall be released from regular duties without loss of salary for the purpose of participating in area, regional or state meetings of the Michigan Education Association, other than the Annual M.E.A. Convention, not to exceed a total of ten days for all personnel in any one school year.

#### ARTICLE IV

##### Teaching Hours

A. The teacher's normal teaching hours in elementary and secondary schools shall be as follows:

- |  |           |
|--|-----------|
| (1) Teachers check in no later than  | 8:30 a.m. |
| (2) Teachers not assigned duties earlier than  | 8:30 a.m. |
| (3) Teachers shall leave school no earlier than<br>(unless permission is granted by the principal) | 4:00 p.m. |

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

C. Elementary teachers of music, art, French, and physical education shall have at least two fifteen minute free periods each day, excluding the lunch period.

D. Elementary classroom teachers will be free to leave the room when above mentioned teachers assume charge of students.

#### ARTICLE V

##### Teacher Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 supervised study periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 supervised study or activity periods and 10 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching periods. The above teaching loads are based on the 1965-66 school year as defined in schedule D which is attached to and incorporated into this Agreement. In the event of a schedule change equivalent teaching loads will be assigned. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training and choice whenever possible.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st, if a change is necessary after this date, the teacher shall be contacted or notified by registered mail. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE VI

### Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and it is recommended that the following maximum not be exceeded:

(1) Kindergarten per 1/2 day session	25 pupils
(2) Kindergarten -- with aide per 1/2 day session	35 pupils
(3) Elementary school grades	32 pupils
(4) Special classes for handicapped or mentally retarded	15 pupils
(5) Special sight-saving and hearing conservation classes	12 pupils
(6) Emotionally disturbed classes	9 pupils

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

English	)	
Social Studies	)	
General Education	)	
Mathematics	)	
Science	)	
Language	)	
Business	)	
		30 Pupils

Typing	38 pupils
Industrial Arts	22 pupils
Drafting	25 pupils
Vocational Shops	22 pupils
Homemaking	22 pupils
Music	60 pupils
Art	25 pupils
Physical Education	40 pupils

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained when finances permit.

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

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

E. Telephone facilities shall be made available to teachers for their reasonable use. Personal toll calls shall be made at the teachers own expense.

F. In schools where cafeteria service for teachers is not available, vending machines shall be installed for teacher use at the request of the Association, the proceeds to go to the Association Scholarship Fund. Any cost of installation to be defrayed by the Association; machines to be operated by the Association.

G. Adequate parking facilities shall be made available to teachers for their exclusive use.

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

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

## ARTICLE VII

### Vacancies and Promotions

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

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotion to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

## ARTICLE VIII

### Tranfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Requests to transfer to vacancies occurring in the system will be made when:

1. the application is made in writing
2. the person requesting the transfer is fully qualified for the new position
3. the transfer is for the good of the system as well as the individual.

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

ARTICLE IX

Leave Pay

A. All teachers absent from duty due to personal illness shall be allowed full pay for a total of 10 days. Such sick leave to be accumulated at the rate of 1 1/9 days per month. Prior to November 15th of each year, those teachers who have not accumulated enough sick leave to cover their illness, will not receive sick leave pay. Pay for days deducted because of lack of accumulated sick leave will be paid on the June check up to the limit of accumulated days. After November 15th of each year, any teacher who exceeds their sick leave and does not return to the system, shall have an adjustment made on their final check.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board his regular salary for the number of days he is absent from his teaching duties up to the limit of his accumulative leave in the sick bank with subtraction of sick leave.

C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave up to a maximum of 100 days which shall be available in future years.

D. Teachers shall be given written notice of total sick days available at the beginning of the school year. The teacher shall be responsible for keeping running account of sick leave throughout the balance of the school year.

ARTICLE X

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. Such leave of absence must be requested by the teacher in writing after sixty days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to April 15.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. Sick leave, which shall include: personal illness which makes it unwise for the employee to be at school, illness in the immediate family, and quarantine. Up to five days sick leave will be granted for death in the immediate family. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household.

2. Three days for the conduct of personal business. Teachers must notify the principal two days in advance of taking personal business days. Personal business days cannot be taken two days prior to or following school vacations.
3. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

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

1. Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as is spent in jury duty will not be charged against personal business or sick leave.
2. Court appearance as a witness in any case connected with the teacher's employment or the school and involving no moral turpitude on the part of an employee.
3. Attendance at conference - All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be made in writing to the Principal. If the Principal approves, he will countersign the request and forward it to the Superintendent for his approval. Reimbursement for expenses will be made only on approved trips.
  - a. Travel expenses by car will be reimbursed at \$ .08 a mile plus actual expenditures for tolls. Travel expenses by common carrier will be reimbursed at cost. It should be noted that school business travel is tax free upon filing an affidavit. Affidavits may be obtained from the Administrative Office.
  - b. Cost for Lodging and meals will be reimbursed at cost with a maximum of \$13.50 a day.
4. Time necessary for taking selective service physical examination when proof is furnished of the pending examination.

D. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement can be found:

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

E. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of ten days when proof of such illness is shown by a Doctor's statement.

F. Pregnancy shall be considered as illness but no sick leave will be paid for time lost during delivery of the baby or recovery. Illness during pregnancy, "morning sickness", etc. occurring during the time the teacher is actively employed in the classroom shall be considered sick leave.

G. During the fourth month of pregnancy the teacher shall notify the Board of her condition. Such information will be kept as a privileged communication within the administrative staff. The teacher shall request, in writing, a leave of absence for pregnancy of not less than ninety days, i.e. sixty days before the expected arrival of the baby and 30 days following the child's birth. This minimum leave may be shortened by mutual agreement between the teacher and the Board in cases where replacements are unavailable and the teacher remains in good health. Such minimum leave will be granted, in writing, by the Board in all instances.

H. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

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

I. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office if a qualified replacement is available.

#### ARTICLE XI

A. The implementation of the Tenure act plus sundry other miscellaneous items from Board policy are set forth in Schedule E which is attached to and incorporated in this Agreement.

#### ARTICLE XII

##### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

ARTICLE XIII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense.

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

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

ARTICLE XIV

Negotiation Procedures

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

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the first of March of the year in which the Agreement expires, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teacher employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem necessary.

## ARTICLE XV

### Professional Grievance Negotiation Procedure

#### 1. Definitions

- a. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
- b. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- c. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

#### 2. Purpose

The primary purpose of the procedure set forth in the Section 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 any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

### 3. Structure

- a. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
- b. The Association shall establish a broadly representative Grievance Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any Representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
- c. The building principal shall be the administrative representative when the particular grievance arises in one building.
- d. The Board hereby designates as its representative \_\_\_\_\_ when the particular grievance arises in more than one school building.

#### Level One

The teacher with an alleged grievance shall first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exists, move to Level Two. If the Association Representative does not feel a grievance exists, the aggrieved may appeal the Association Representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within five (5) days as to whether a grievance exists and may be taken to Level Two or does not exist and may only be continued to Level Two at the aggrieved's own initiative without Association support.

#### Level Two

The teacher with a grievance shall discuss the matter with his principal, either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make his decision known within 'three' days.

#### Level Three

In the event the grievance is not satisfactorily resolved at Level Two within three days, the grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision at Level Two. The Committee shall within five (5) days make a judgment on the decision. If the Committee decides that the decision at Level Two is in the best interests of the educational system, it shall so notify the teacher and the Association Representative. If the Committee decides that the decision at Level Two is not satisfactory, it shall refer such grievance in writing to the Superintendent of Schools.

The Superintendent of School shall designate three persons, who may include himself, to represent the administration. The chairman of the Grievance Committee shall designate three persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after receipt of the written grievance by the Superintendent these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five (5) days.

#### Level Four

If the grievance is not resolved by the Superintendent or his representatives and the Ad Hoc Committee within five (5) days of its consideration by them, it shall be referred for consideration to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days after receipt of the written referral by the Board, its Review Committee shall meet with the Ad Hoc Committee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.

#### Level Five

In case the Review and Ad Hoc Committees are unable to reach a decision, either party has the right to invoke the mediation machinery of the State Labor Mediation Board. The cost of arbitration by the labor mediation board or arbitrators to be borne equally by each party.

#### 4. Rights to Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however: That any teacher may in no event be represented by an officer, agent or other representative of any teacher organization other than the Association. Provided, further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing.

#### 5. Miscellaneous

- a. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreements of all parties.
- b. There shall be no reprisals of any kind by administrative personnel taken against any party in interest of his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participants in the procedure set forth herein by reason of such participation.

- c. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## ARTICLE XVI

### Retirement

- A. A teacher shall retire at age sixty five.
- B. The Board of Education may extend the retirement age for a teacher.
  1. At the beginning of the second semester in which a teacher reaches retirement age, he or she shall present to the superintendent a written request to teach in the district the following school year; this request to be accompanied by a report of a physical examination by a competent doctor.
  2. An administrator shall submit to the Board of Education a written recommendation for extending or not extending the retirement age of any teacher.
  3. The Board of Education reserves the right to ask any teacher requesting an extension to take a mental exam. The cost to be paid by the Board.
  4. The Board of Education shall answer in writing the request of the teacher within thirty days after the request has been submitted.
  5. The Board of Education shall grant a hearing, if so desired to a teacher if the request for the extension of the retirement age is denied.
  6. The Board of Education shall not grant an extension of the retirement age to a teacher longer than one year at a time.

## ARTICLE XVII

### Board Rights Clause

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignment of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States".

#### ARTICLE XVIII

##### Miscellaneous Provisions

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

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall recognize the "Code of Ethical Procedures", Governing Relationships of Boards of Education and Superintendent of Schools.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board

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

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XIX

##### Duration of Agreement

This Agreement shall be effective as of July 1, 1966  
and shall continue in effect for one year until the 30th day  
of June 19 67. This Agreement shall not be extended  
orally and it is expressly understood that it shall expire on the date indicated.

SCHEDULE A  
Salary Schedule

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>
1	5,400.00	5,559.00
2	5,616.00	5,886.00
3	5,940.00	6,376.00
4	6,156.00	6,594.00
5	6,372.00	6,812.00
6	6,588.00	7,030.00
7	6,804.00	7,248.00
8	7,020.00	7,466.00
9	7,236.00	7,684.00
10	7,452.00	7,902.00
11	7,668.00	8,120.00

Fifteen semester hours beyond a bachelor's degree and full certification shall receive \$150.00 above base salary. Credit must be earned prior to September 1st and a transcript showing the hours earned must be presented.

Credit for teaching service in other schools will be given up to a total of five years. Non-degree teachers upon completion of degree will receive up to 5 years credit for prior service. No non-degree teacher is to receive a salary in excess of a degree teacher.

Changes in pay brought about by a change in certification is made retroactive only to the date of issuance of the Certificate.

Teachers who work on a twelve month basis are paid for twelve months service. (Example - teacher of Vocational Agriculture).

Teachers for Exceptional Children shall receive \$400.00 above base pay when teaching in their fields. Teachers for Exceptional Children shall be defined as those qualified by the State Department of Public Instruction for teaching Speech Correction, Mentally Retarded, Deaf, Hard of Hearing, Sight Saving, Emotionally Disturbed, or Physically Handicapped. \$400.00 extra shall also be paid for a fully qualified librarian.

Special appropriations by the State Legislature for payment to school employees are not to become a part of this salary schedule but are to be treated as extra payments to the employees in that school year in which appropriation is made.

Upon request of the teacher, deductions will be made for Blue Cross and Blue Shield. Such deductions are made once a month on the pay of the 15th.

Teachers will be paid semi-monthly on the 15th and 30th from September through May and monthly on the 30th during June, July and August. Withholding tax, teachers retirement fund, and county institute fees will be withheld.

Any teacher who takes on more than the normal teaching load shall receive one half (1/2) the rate paid for a normal class period, with adjustments for periods of unequal lengths.

SALARY SCHEDULE B

1966-67

- CLASS I a bachelor's degree from an accredited college, not less than 18 semester hours in education, not less than 5 semester hours in practice teaching, may be lacking a minor field, or a provisional or permanent certificate teaching out of the filed of certification.  
Rate of pay - \$50.00 less than base
- CLASS II a bachelor's degree from an accredited college, not less than 15 semester hours in education, not less than 4 semester hours in practice teaching, may lack a minor.  
Rate of pay - \$100.00 less than base.
- CLASS III a bachelor's degree from an accredited college, not less than 10 semester hours in education, not less than 3 semester hours in practice teaching or one year's experience in public school teaching.  
Rate of pay - \$200.00 less than base
- CLASS IV a bachelor's degree from an accredited college, less than 10 semester hours in education.  
Rate of pay - \$400.00 less than base
- CLASS V Non-degree teachers.  
Base salary - \$4,400.00

Increments for all five classes described above shall be any increase in base salary plus \$100.00 per year.

Past experience up to five years accepted at \$100.00 per year.

A non-degree teacher, upon receiving full certification, will have up to five years of experience accepted when being placed on the new scale.

SCHEDULE C  
Extra Curricular Salary Schedule

Head Football	\$ 600.00
Pre-School Football Practice	75.00 per week
Head Basketball	650.00
Assistant Head Football - 2	300.00
J.V. Football	275.00
J.V. Basketball	325.00
Freshman Basketball	162.50
Track	250.00
Jr. High Basketball - 2	162.50
Golf	125.00
Band	500.00
Choral Director	100.00
Play Directing	150.00 per play
Class Advisors	
Freshman-Sophomore	50.00
Junior	75.00
Senior	75.00
Student Council	125.00
Forensics and Debate	300.00
Newspaper	200.00
Club Sponsorship	500.00
For those clubs approved by the Faculty Council	Total - No more than \$50.00 going to any one club
Yearbook	200.00
Jr. High Track	125.00
Cheerleading Advisor	100.00
Cross-Country	125.00
Summer Baseball	15.00 per game including practices
Safety Patrols - 3	50.00
Elementary Basketball - 3	162.50
Driver Education	3.50 per hour
Supervising Teacher	50.00 per student

All teachers are expected to take their fair share of extra-curricular duties as assigned by the Principal.

## SCHEDULE D

### Rudyard Senior High School Schedule of Classes 1965-66

8:50 - 8:55	Home Room, Attendance, Announcements
8:58 - 9:53	1st Hour
9:56 - 10:51	2nd Hour
10:54 - 11:49	3rd Hour
11:52 - 12:47	4th Hour
12:47 - 1:17	Lunch Hour
1:17 - 1:19	Attendance
1:22 - 2:17	5th Hour
2:20 - 3:15	6th Hour
3:18 - 4:00	7th Hour - Activity Period

### Rudyard Junior High School Schedule of Classes 1965-66

8:50 - 8:55	Home Room, Attendance, Announcements
8:58 - 9:39	1st Hour
9:42 - 10:23	2nd Hour
10:26 - 11:07	3rd Hour
11:10 - 11:51	4th Hour
11:51 - 12:21	Lunch
12:21 - 12:23	Attendance and Announcements
12:26 - 1:08	5th Hour
1:11 - 1:53	6th Hour
1:56 - 2:38	7th Hour
2:41 - 3:23	8th Hour
3:26 - 4:00	9th Hour - Activity Period

## SCHEDULE E

### (Article XI)

#### TENURE

##### 140. Lawful Requirements

- 140.1 All teachers in Michigan come under the Michigan Tenure Act No.4 of the Public Acts of the Extra Session as amended through the Regular Session of 1964 (Article VIII, Sec. 1).
- 140.2 All certified personnel, with the exception of the Superintendent, Assistant Superintendents, and Principals, with two years of service in the Rudyard Township Schools, prior to the school year 1964-65 are automatically placed on Tenure, providing that the Board of Education, by unanimous action at a Board meeting held between August 28th and the start of the school year may vote to deny tenure to an individual teacher. Notification, in writing, of such action will be made prior to the beginning of school in September 1964.
- 140.3 The Superintendent, Assistant Superintendents, and Principals will not be granted tenure in position. (Article III, Sec. I) Board Policy August 31st, 1964.

##### 141. Probationary Period - Lawful Requirements

- 141.1 The probationary period for teachers without previous tenure in Michigan is two years. (Art. II, Sec. I). Provided that a third year of probation may be granted by the Board of Education upon notice to the Tenure Commission. Such notice will be served in writing on the teacher at least 60 days before the last day of school.
- 141.2 For teachers with previous tenure in Michigan, a one year probationary period will be served. (Article III, Sec. 2).

##### 142. Probationary Period - Implementation

The quality of education in any school is dependent upon the individual class teacher. In order that we may offer the children of the district the best possible education, we have a professional responsibility, both teacher and administrators, to give all possible help to the probationary teacher. The probationary teacher is urged to seek help from other members of the staff and from the principal. Such help may be given in the form of materials, formal or informal conferences, or visitations on the part of the Principal and Assistant Superintendent or Superintendent. At the request of the probationary teacher or principal, visitations to other class rooms for the purpose of observations may be arranged.

In order that we may observe both the spirit and the letter of the law the following policies shall be observed:

143. First Year Probationary Teacher

On or before December 1, each Principal shall arrange a conference with the probationary teacher. At this conference, the Principal shall show the probationary teacher a completed rating form and discuss the strong and weak areas. Definite suggestions for the improvement of teaching shall be made at that time if necessary. The teacher will acknowledge that these have been discussed by signing the rating sheet. One copy of the rating sheet shall be given to the teacher, one copy retained by the Principal and one copy sent to the Assistant Superintendent, Personnel.

144. Other conferences may be requested at any time by either the teacher or the Principal.

145. On or before March 1, another conference will be held by the teacher and Principal. At this conference a second rating sheet by the Principal will serve as a basis for the conference. Areas of weakness and strength, with special attention to the improvement or lack of improvement from the December conference will be discussed. The Principal shall indicate to the teacher the recommendation to be sent to the Assistant Superintendent, Personnel. This recommendation may be given in one of three forms:

145.1 The rating form showing satisfactory teaching ability and recommending rehiring.

145.2 The rating form showing marginal teaching ability, recommending rehiring, but listing areas of weaknesses that must be improved the second year before tenure will be granted.

145.3 The rating form showing unsatisfactory performance and listing reasons for the recommendation to terminate employment. The teacher has the right to appeal the rating to the Assistant Superintendent, Personnel, and Superintendent in that order.

146. In case of unsatisfactory performance (2C) the Assistant Superintendent, Personnel, will send a formal letter to the teacher listing the reasons for dismissal at least 60 days before the last day of school. (Act. II, - Sec. 3).

147. Second Year Probation and Teachers with Tenure from other Districts

On or before December 1, the Principal shall arrange a conference with the teacher. A rating sheet shall be the basis of the conference. At this time, the Principal shall indicate the recommendation to be sent the Assistant Superintendent, Personnel. The recommendation may be given in one of three forms:

147.1 A rating sheet showing satisfactory teaching ability in all areas and recommendations leading to tenure.

147.2 A rating sheet showing unsatisfactory teaching ability in some areas and listing definite improvements that must be made if tenure is to be recommended.

147.3 A total unsatisfactory rating sheet listing reasons that a recommendation of tenure will be denied.

148. On or before March 1, another conference will be called by the Principal. A Principal's rating sheet will be the basis for the conference. The Principal shall indicate to the teacher the recommendations to be sent to the Assistant Superintendent, Personnel. This recommendation may be given in one of the following ways:

148.1 A satisfactory rating sheet recommending that the teacher be placed on tenure.

148.2 An unsatisfactory rating sheet in some areas but showing definite improvement and recommending another year of probation. Such a sheet shall specifically list unsatisfactory areas that must be corrected if tenure is to be recommended.

148.3 An unsatisfactory rating sheet with the recommendation that the teacher's contract be terminated.

149. The teacher has the right to appeal the rating to the Assistant Superintendent, Personnel and Superintendent, in that order.

150. On or before March 31, following action by the Board, The Assistant Superintendent, Personnel, will send a formal letter indicating:

150.1 That the teacher has been placed on Tenure by the Board with a continuing contract to be issued for the next school year.

150.2 That the teacher has been placed on a third year's probation by the Board of Education and listing the areas that must be improved if Tenure is to be given.

- 150.3 That the teacher has been denied Tenure by the Board of Education and that services will be terminated at the end of the school year. The reasons for such dismissal shall be clearly indicated.
151. The teacher may appeal the ruling to the Assistant Superintendent, Personnel, the Superintendent, and the Board of Education, in that order.
152. Discharge or Demotion of Tenure Teachers - Legal Requirement

The legal requirements for discharge, demotion, resignation and leave of absence are laid down in Article IV, V, and VI of the Michigan Teachers Tenure Act. These include:

- 152.1 Discharge or demotion of a teacher on continuing tenure may be made only for a reasonable and just cause. (Art.IV, Sec.2)
- 152.2 All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or designated officer of the controlling board. (Art.IV, - Sec. 2).
- 152.3 No teacher on continuing tenure shall discontinue his service with any controlling board except by mutual consent, without giving a written notice to said controlling board at least sixty days before September 1st of the ensuing school year. Any teacher discontinuing his services in any other manner that as provided in this section shall forfeit his rights to continuing tenure previously acquired under this Act. (Art.V,Sec.1)
153. Procedures for Dismissal, Tenure Teachers

In order that the maximum job security may be assured all professional personnel, while still providing for an orderly method of dismissal for the individual teacher that fails to carry out professional responsibilities, the following steps leading to dismissal will be taken:

- 153.1 A teacher may be suspended from active performance of duty by the Board of Education for gross misconduct or moral turpitude. Such a suspension shall be followed by a hearing as provided in Section 3 and 4 of Article IV.
- 153.2 A teacher may be placed on leave of absence for a period not to exceed one year by the Board of Education because of physical or mental illness. A hearing on such unrequested leave will be granted according to Article IV, Section 2.

- 153.3 When in the opinion of the administration, a teacher on tenure has ceased to perform his/her duties in a satisfactory manner the following steps will be taken:
- 153.3a The teacher shall be notified in writing that his/her work is unsatisfactory. The areas causing dissatisfaction shall be listed with suggested steps to be taken by the teacher to improve.
  - 153.3b The teacher shall be given at least 4 school months in which to show improvement.
  - 153.3c Every attempt shall be made by the administration to help the teacher to improve. This shall include, but not be limited to: classroom visitation by the administration, visitation to other classrooms when pertinent, recommending readings, and helping to arrange conferences with outside educators.
  - 153.3d The teachers may request help from the Professional Problems Committee of the local teachers club in improving his/her instruction.
  - 153.3e At the end of two months following the initial notification, the teacher shall receive in writing from the administration a report as to progress that has been made in correcting the deficiencies.
  - 153.3f At the end of four months following the initial notification the teacher shall again receive in writing a report from the administration as to progress that has been made in correcting the deficiencies.
  - 153.3g If no attempt has been made by the teacher to correct existing weaknesses during the preceding four school months, the Superintendent may, at his discretion, file formal charges with the Board of Education. Providing that in no case shall such charges be filed less than sixty days before the close of the school year. (Art. IV Sec. 2)
  - 153.3h If formal charges are filed, procedures shall follow the law as given in the Sec. 2, 3, and 4 of Article IV.

DUTIES OF TEACHERS

160. To the Board of Education

Teachers are responsible for exercising the duties of teachers as prescribed by law

161. To the children

Teachers have a professional and moral obligation to the students placed in their care that extends beyond the lawful requirements. These obligations include, but are not limited to, providing of an atmosphere conducive to learning, providing an opportunity for the child to participate in class in a democratic way according to his level of maturity, providing guidance of the child in moral growth as well as academic learning, treating each child as an individual, and encouraging children to work for high individual goals. The teachers responsibility to the child is not limited to the classroom but extends to corridors, after school functions, field trips, and wherever the child is under the teachers care.

162. To the Profession

Each teacher has the responsibility to their profession to act in a professional and ethical manner at all times.

163. To Parents

Each teacher has the responsibility to the parents of each child to report the child's progress in school in a fair, unbiased manner. Every parent has the right to expect that information concerning his child will remain confidential.

164. Professional Growth

Teachers are expected to keep themselves fully informed as to new material and techniques in their field by reading, travel, in-service training, college classes, and participation in conferences; local, regional and national.

MISCELLANEOUS

170. Teachers' Institute

MEA Conventions, normally held during the first week of October, are legally designated Teachers' Institutes by the State Superintendent of Public Instruction.

- 170.1 All certified persons, including Teacher Aides, are expected to attend. Non-attendance will result in the loss of pay for the two days of institute.
- 170.2 Any person claiming exemption from attendance at institute because of health reasons must present a doctor's certificate. In such instances, the two days will be charged against sick leave.
171. When teachers are assigned teaching duties in more than one school during any one day then travel between schools shall be reimbursed. Reimbursement shall be at the rate of eight cents (.08) a mile for the distance actually traveled.