

June 30, 1971

MASTER AGREEMENT

between the

BOARD OF EDUCATION
RUDYARD TOWNSHIP SCHOOL DISTRICT #11

and the

RUDYARD EDUCATION ASSOCIATION

July 1, 1969 to June 30, 1971

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EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 1st day of July, 1969, 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 for all certified personnel employed by the Board, excluding, Superintendent, Assistant Superintendents, Director of Vocational Education, Principals, substitute teachers, and supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference 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.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all certified personnel of the Board shall have the right to freely 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, complain of proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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.
- C. The Association and its members shall have the right to use school building facilities designated by the building principal at all reasonable hours for meetings. This does not infer that the school district is to provide building facilities for area meetings.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.
- F. The Association shall have the right to post notices of its activities and matters of association concern on teacher bulletin boards, at least one of which shall be provided in the lounge of each school building. The Association may use teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Association either on or off school premises.
- G. 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

ARTICLE II (Cont'd.)

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.

H. Upon request the Board shall keep the Association informed of any new or modified fiscal, budgetary or tax programs; construction programs; major revision of educational policy; and proposed educational programs.

The Association shall take the initiative to discuss with the Board or designated representatives said matters prior to their adoption and/or general publication.

Two copies of the tentative agenda and notes regarding the agenda for regular and special Board meetings shall be sent to the Association at the same time that they are sent to the members of the Board.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board as long as it is consistent with the Code of Ethics and the high standards that the teaching profession has set.

J. 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 III

BOARD RIGHTS

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;

ARTICLE III (Cont'd.)

- (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 judgment 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 Consitution and laws of the United States.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Teachers may at any time 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 authorization shall continue in effect unless subsequent to June 1st and prior to September 1st of any year, such authorization is formally revoked by the teacher in writing, on a form obtainable from the Association, and copies thereof are delivered to the Association and the Board's representative who shall be the business manager.
- B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective associations all moneys so deducted.
- C. The deduction of membership dues will cease as the 16th day of any month during which an employee terminates his employment.
- D. The deduction of membership dues shall not be made during the month that a teacher is on leave of absence or absent because of prolonged illness when the teacher's pay is not sufficient to cover the membership in any pay period.

ARTICLE IV (Cont'd.)

E. The Association will indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees, incurred by the Board in connection therewith, with the exception of clerical errors.

ARTICLE V

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 | 4:00 p.m. |
- (unless permission is granted by the principal)

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 work-week 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.

E. Every teacher shall have a duty free lunch period of at least thirty (30) minutes.

ARTICLE VI

EMERGENCY SCHOOL CLOSING

A. When the decision to dismiss school because of inclement weather is made by the Superintendent or his designee, the Principals of the Base Schools shall release any teacher living off Base upon request without forfeit of pay.

B. In the event that a teacher is unable to get to school because of the closing of roads by law enforcement agencies, such teacher shall have the time lost charged against sick leave time, providing that the teacher reports to school as soon as conditions permit.

ARTICLE VII

TEACHER LOADS AND ASSIGNMENTS

A. The normal teaching load in the senior high school will be 25 teaching periods and 5 preparation periods. Supervision of study halls shall be counted as teaching periods. The normal weekly teaching load in the junior high school will be 30 assigned teaching periods and 10 preparation periods. In addition, teachers at the junior and senior high schools may be assigned by the principal to homeroom, lunch room, supervision of halls or activity periods which will not normally exceed 40 minutes per day. The normal teaching load in the elementary school will not exceed 1575 minutes per week of actual teaching time. In the junior and senior high schools, no teacher who is teaching a normal teaching load shall have more than three (3) preparations per day. This time limit shall not apply to special education classes for the mentally retarded. There shall be no departure from these norms except in case of emergency.

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. Elementary and secondary teachers shall be given a written statement prior to the closing of school in June as to their tentative assignment for the coming school year. New teachers shall be given a written statement as to their tentative assignment at the time they are hired by the Personnel Director. The statement does not prohibit the administration from transferring the teacher as provided in the Master Contract.

D. Teachers who will be affected by a change in grade assignment 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 will be consulted. If the Administration is unable to locate the teacher for consultation, a registered letter will be sent to inform the teacher of the change. 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 VIII

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsi-

ARTICLE VIII (Cont'd.)

bility 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. If the recommended maximums are exceeded on the elementary level by five students for a period of twenty school days, teacher aide assistance will be provided upon teacher request. On the secondary level when the average of all class loads exceeds the recommended maximum by five students for a period of twenty school days, teacher aide assistance will be provided upon teacher request. If the overload is relieved, the teacher aide will be employed for the same number of days that the overload existed without teacher aide assistance.

1. Kindergarten per ½ day session	25 pupils
2. Kindergarten - with aide per ½ day session	35 pupils
3. Elementary school grades	29 pupils
4. Special classes for handicapped or mentally retarded	15 pupils
5. Special sight-saving & 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)	30 pupils
Mathematics)	
Science)	
Language)	
Business)	
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 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.

ARTICLE VIII (Cont'd.)

- 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, lunchroom, restroom and lavatory facilities for teacher use and at least one room 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 continuous 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. Parking facilities shall be provided for teacher use.
- H. 1. A separate desk for each teacher in the district with drawer space and key to such desk when available.
2. Suitable locked closet space for each teacher to store coats, overshoes and personal articles, and a key to such closet upon request.
3. The teacher may request a key for their building to be checked out with the principal for a designated period of time.

ARTICLE IX

VACANCIES AND PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting in every school building. No vacancy shall be filled, except in case of emergency, until such vacancy shall have been posted for at least fifteen (15) 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.
- C. 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.

ARTICLE IX (Cont'd.)

D. Requests to transfer to vacancies occurring in the system will be considered when:

1. The application is made in writing.
2. The person requesting the transfer is fully qualified for the new position.
3. The teacher will be given a written statement as to the disposition of the request.
4. If the request for a transfer is denied, the teacher may request in writing a conference with the administrator signing the disposition of the request. Within a period of two weeks of receiving the request for a conference, the administrator will arrange a conference with the teacher.

At the time of the conference the teacher will be informed orally of the reasons that the transfer was denied.

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

ARTICLE X

REDUCTION IN PERSONNEL

A. Should a reduction in staff become necessary because of a decrease in enrollment, the following procedures will be used to determine which teachers are to be retained:

1. Contracts will not be renewed for teachers who know that they would not be able to fulfill the contract at the time of renewal, because of a husband transfer during the year, if other presently employed qualified personnel are available for those positions.
2. Contracts will not be renewed for teachers who are eligible for full retirement, if other presently employed qualified personnel are available for those positions.
3. Contracts will not be renewed for teachers who possess less than full certification if other presently employed qualified personnel are available for those positions.
4. Contracts will not be renewed for teachers on a third year probation or whose teaching is so marginal that three years probation was required before tenure was granted, in the Rudyard Township School System.
5. Any teacher on leave of absence will be re-employed subject to Section B.
6. During time of Phase Out of the Base, contracts issued to wives of husbands who have been transferred may be terminated by mutual consent upon 30 days written notice.

ARTICLE X (Cont'd.)

- B.
1. The Board will retain, as nearly as possible, those teachers with Life, Provisional, or Permanent Certificates with the most years of continuous teaching or administrative experience in Rudyard Township School District, providing that the teacher shall meet the qualifications as given in B2 and B3. Any interval of non-employment by the Rudyard Township Schools, for a period of over 90 days, excluding teachers who have been on approved leave of absence and received their salary increment, nullifies previous years of experience in Rudyard Township Schools.
 2. In any instance where years of experience in Rudyard are the same, the individuals involved will be able to present their cases in a hearing before the administration and three members of the REA and the REA president. It is acknowledged that the administration has the sole responsibility in determining the outcome of the cases; however, the REA President or his designee shall be notified of the meeting in which the final decision is announced.
 3. At the elementary level, K-6, qualifications shall be proper certification and teaching experience in the category in which the teacher expects assignment; lower elementary, K-4, or upper elementary, 3-6.
 4. At the secondary level, grades seven through twelve, qualifications to teach in a subject shall be proper certification, experience in the general field to be taught, and experience in grades seven through twelve.
 5. Special teachers, music, art, special education, physical education, French, remedial reading; shall have full certification in their specialty field. The right to teach in a regular classroom shall be dependent upon proper certification.
- C. Notice of positions to be cut from the staff will be given in writing by posting in each school. Any teacher wishing to retain his position, or to transfer to a position for which he is qualified, shall submit his request to the Board within fifteen school days (15) or twenty-one (21) calendar days if school is not in session, of the posting of the notice.
- D. For the balance of any school year in which an emergency exists, because of a decrease in enrollment, any teacher under contract may be required to teach in a subject area or grade for which they are not qualified.
- E. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

ARTICLE X (Cont'd,)

F. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XI

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly. 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 reduced in rank or compensation or deprived of any professional advantage without just cause. No teacher shall be disciplined or reprimanded except in private session. This shall not apply to a statement made in a faculty meeting which concerns more than one teacher.
- C. The work performance of all probationary teachers shall be evaluated at least twice a year, and all tenure teachers at least once a year. Schedule D outlines the procedure to be followed in these evaluations.

ARTICLE XII

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 counselors, 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 as a result of reasonable disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense.

ARTICLE XII (Cont'd.)

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 negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIII

PROFESSIONAL RESPONSIBILITIES

A. Teachers are responsible to the Board of Education for exercising the duties of teachers as prescribed by law.

B. 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 this 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 teacher's care.

C. 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.

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

ARTICLE XIV

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 term of this Agreement.

ARTICLE XIV (Cont'd.)

B. The salary schedule is based upon a normal weekly teaching load, as defined in Article VII. 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 teachers' meetings.

C. Any teacher who takes on more than a normal teaching load shall receive extra reimbursement equal to the rate paid for a normal class period with adjustments for periods of unequal lengths. All such additional assignments must have the approval of the teacher involved.

D. Teachers will be paid bi-weekly beginning September 12, 1969 thru June 5, 1970 and monthly on the 30th during June, July, and August. Should a regular pay date fall during a period when school is not in session, every effort will be made that teachers shall receive the pay due on that date on the last day prior to recess.

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

F. A teacher engaged during the school day in negotiation on 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.

G. 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.

H. Teachers who are assigned teaching duties in more than one school during any one day shall be reimbursed for travel. Reimbursement shall be made at the rate of ten cents (.10) a mile for the distance actually travelled.

ARTICLE XV

LEAVE PAY

A. A probationary teacher shall be entitled to (13) thirteen days sick leave after working ten school days. A tenure teacher shall be entitled to (13) thirteen days sick leave upon signing contract for the next year. Teachers hired after the first day of school in September shall have the thirteen days sick leave prorated in accordance with their length of service for the year. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence, not to exceed a total of thirteen (13) working days in any one year, except where additional leave time has been accumulated.

ARTICLE XV (Cont'd.)

B. Each teacher will be covered by the applicable Workmen's Compensation laws and the Board further agrees to pay the injured teacher the difference between his weekly income and the amount to which he is entitled under provisions of Workmen's Compensation Laws for a period up to six months. Beyond six months such payments would be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his regular weekly pay until the sick leave is exhausted.

C. Each teacher shall be entitled to unlimited accumulation for the unused portion of each year's leave which shall be available in future years.

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

E. After five (5) years service in the Rudyard Schools a full time teacher, upon termination of services, shall receive \$5.00 per day of accumulated sick leave to a maximum of \$300.00.

ARTICLE XVI

LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period of compensation under Article XV 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. Teacher on leave shall be given the benefit of up to one increment which would have been credited to them had they remained in active service in the school system. 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 15th.

B. Leaves of absence with pay chargeable against the teacher's allowances 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. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

ARTICLE XVI (Cont'd.)

3. 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. Personal business days shall not be accumulative from year to year.

C. Leave 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.
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, except in a case instituted by the teacher.
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. Final approval for all conferences will be made by the Superintendent. Reimbursement for expenses will be made only on approved trips.

a. Travel expenses by car will be reimbursed at \$.10 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 of lodging and meals will be reimbursed at cost with a maximum of \$20.00 a day.

c. Teachers attending conferences on school time or reimbursed by the school, shall make a written report of the conference to his Principal which shall be forwarded to the Superintendent.

4. Time necessary for taking selective service physical examination when proof is furnished of the pending examination.

5. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no loss of compensation up to a limit of ten (10) days when proof of such illness is shown by a Doctor's statement.

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

1. Induction or enlistment for military duty to any branch of the Armed Forces of the United States.

ARTICLE XVI (Cont'd.)

E. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement can be found Teachers on leave shall be given the benefit of up to one increment which would have been credited to them had they remained in active service in the school system, providing that a position is available upon their return to the system.

1. Study, research or special teaching assignment involving probable advantage to the school system.

F. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement can be found. Teachers on leave shall not be given benefit of any increment which would have been credited to them had they remained in active service in the school system.

1. Political leaves or service in a public office.

2. 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.

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.

3. Study to meet eligibility requirements for a license other than that held by the teacher.

ARTICLE XVII

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 examination. The cost to be paid by the Board.
 - 4. The Board of Education, or its designated representative, shall answer in writing the request of the teacher within sixty 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 XVIII

SCHOOL CALENDAR

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule E.
- B. Students shall be released at 2:00 P.M. at least one day each marking period so that teachers may attend in-service training meetings, this time is in addition to pre-school conferences.

ARTICLE XIX

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, means 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.

4. Time

If a teacher does not file a grievance in writing with the superintendent within twenty-three (23) school days after the occurrence, then the grievance shall be considered as waived.

5. 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

ARTICLE XIX (Cont'd.)

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.

6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937, of Michigan as amended)
7. 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.

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, a 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.

ARTICLE XIX (Cont'd.)

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 interest 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.

This written grievance shall define the nature of the grievance and the article and section of the agreement allegedly violated and the remedy requested. This written grievance shall be signed by the grievant and the members of the Grievance Committee on a form available from the Association or Board.

The Superintendent of Schools 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 Committee 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.

ARTICLE XX

CURRICULUM COMMITTEE

There shall be appointed a Curriculum Committee to act in an advisory manner to the Board and Administration.

1. The Committee shall be made up of twelve members appointed in this manner.
 - a. Three members shall be chosen by the Association, one each from the elementary, junior high, and senior high staffs.
 - b. Five members shall be appointed by the Board from a list of parents compiled by the Association. The Association to obtain approval of parents involved prior to submitting their names.
 - c. Four members from Administration, the Assistant Superintendent Curr., High School Principal, Junior High School Principal, and one Elementary Principal designated by the Superintendent.
 - d. The committee will be initially called into session by the Assistant Superintendent of Curriculum and Personnel. Committee members will be notified two weeks prior to the initial meeting.
2. The Committee shall meet at such times as it deems necessary to consider possible curriculum changes, review the present curriculum, consider new programs or ideas in education or to consider new courses or fields of study. Ad Hoc committees to consider a certain area may be appointed from its own members. Requests for reports to the committee may be made to members of the teaching staff.

The powers of the Committee shall be limited to advising the Administration and the Board as to possible courses to be instigated or studies to be made.

Nothing herein is to be considered as preventing a principal and or a group of teachers carrying on a study that they deem necessary in their own grade or field.

ARTICLE XXI

NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. Negotiations under this section are not required except by mutual consent of both parties.

B. At least sixty days prior to March 15 of the year in which the Agreement expires, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. Neither party in any negotiations 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 a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board and the Association shall not be bound by any lawful order or award thereof.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. 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.
- C. 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.
- D. Copies of this Agreement shall be distributed at the expense of the Board and presented to all teachers now employed or considered for employment or hereafter employed by the Board.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

RUDYARD EDUCATION ASSOCIATION

RUDYARD BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SCHEDULE A
SALARY SCHEDULE
TWO YEAR

<u>STEP</u>	<u>BA</u>		<u>MA</u>	
	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>
1	1.00	\$ 7,500.00	1.07	\$ 8,025.00
2	1.06	7,950.00	1.12	8,400.00
3	1.15	8,625.00	1.18	8,850.00
4	1.23	9,225.00	1.27	9,525.00
5	1.31	9,825.00	1.36	10,200.00
6	1.39	10,425.00	1.45	10,875.00
7	1.47	11,025.00	1.54	11,550.00
8	1.55	11,625.00	1.63	12,225.00
9	1.63	12,225.00	1.72	12,900.00
10	1.71	12,825.00	1.81	13,575.00

The above salary schedule to be in effect for the 1969-70 and 1970-71 school years.

- A. \$175.00 for fifteen (15) semester hours earned beyond a Bachelor's or Master's Degree and full certification. Credit must be earned prior to September 1st and a transcript showing the hours must be presented.
- B. Five years credit will be given for teaching services in other public schools in the United States or its dependent schools.
- C. 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 Education for teaching Speech Correction, Mentally Retarded, Deaf, Hard of Hearing, Sight Saving, Emotionally Disturbed, Remedial Reading or Physically Handicapped. \$400.00 extra shall also be paid for a fully qualified librarian.
- D. Changes in pay brought about by a change in certification is made retroactive only to the date of issuance of the Certificate.

SALARY SCHEDULE B

1969-70 1970-71 School Year

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 field 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. Salary to be mutually agreed upon before hiring by the candidate and the administration. Total semester hours earned, semester hours in education, practice teaching and prior teaching experience will be considered in setting salary.

Base Salary - \$5,800.00 - \$6,700.00

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

POSITION

Varsity Football Coach	\$ 945.00
Assistant Head Football Coach	645.00
J. V. Football Coach	615.00
Assistant J. V. Football Coach	555.00
Jr. High Football Coach	210.00
Varsity Basketball Coach	780.00
J. V. Basketball Coach	420.00
Freshman Basketball Coach	240.00
Jr. High Basketball Coach	210.00
Elementary Basketball Coach	195.00
Varsity Track Coach	420.00
Assistant Varsity Track Coach	240.00
Jr. High Track Coach	150.00
Varsity Golf Coach	150.00
Varsity Cross - Country Coach	240.00
Cheerleading Advisor	120.00
Pom Pom Advisor	120.00
Band Director	500.00
Choral Director	225.00
Drama Director	250.00/Play 2 plays per year
Debate	175.00
Forensics	175.00
Student Council	125.00
Jr. High Student Council	75.00

SCHEDULE C - (Cont'd)

POSITION

Class Advisors	
Freshmen - Sophomore	\$ 50.00
Junior	125.00
Senior	75.00
Varsity Wrestling Coach	390.00
Newspaper Director	225.00
Yearbook Director	225.00
Safety Patrol	90.00 per school
Driver Education	5.00/hour
Supervising Teacher	75.00/Student
Senior High Clubs	700.00
For those clubs approved by the committee	
Junior High Clubs	250.00
For those clubs approved by the committee	

All teachers are expected to take their fair share of chaperoning responsibilities assigned by the Principal.

A committee composed of 3 Senior High School Teachers, elected by the Senior High Faculty, and the Senior High Principal as ex-officio member will determine the distribution of the money allotted to Senior High Clubs.

A committee composed of 3 Junior High School Teachers, elected by the Junior High Faculty, and the Junior High School Principal as ex-officio member will determine the distribution of the money allotted to Junior High Clubs.

A committee composed of 3 Senior High School Teachers, elected by the Senior High Faculty, and the Senior High School Principal will make a study to evaluate chaperone assignment procedures in the Senior High School.

A committee composed of 3 Junior High School Teachers, elected by the Junior High Faculty, and the Junior High School Principal will make a study to evaluate chaperone assignment procedures in the Junior High School.

SCHEDULE D

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 than 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 preceeding 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.

SCHEDULE E
SCHOOL CALENDAR

1969 - 70

Tuesday, Sept. 2	Pre-school conferences - all teachers
Wednesday, Sept. 3	A.M. Classes $\frac{1}{2}$ day P.M. Conferences.
Thursday, Sept. 4	First full day of school
Friday, Sept. 26	Membership count
Friday, Oct. 3	M E A Conference
Wednesday, Nov. 26	Dismiss for Thanksgiving Vacation (12:00)
Thursday, Nov. 27	Thanksgiving
Monday, Dec. 1	Classes resume
Friday, Dec. 19	Dismiss for Christmas Vacation (4:00)
Monday, Jan. 5	Classes resume
Friday, Jan. 23	Last day of first semester
Monday, Jan. 26	Second semester starts
Wednesday, Mar. 25	Dismiss for Spring Vacation (12:00)
Tuesday, Mar. 31	Classes resume
Friday, June 5	Last day of school

181 days (June 5th not counted as day of attendance)

189 Contract Days

If the above schedule is contrary to requirements of the State Department of Education, the teachers shall put in enough time to meet the minimum requirements for attendance as prescribed by the State Department of Education.