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AGREEMENT

BETWEEN

THE GAYLORD BOARD OF EDUCATION

AND

THE GAYLORD EDUCATION ASSOCIATION

Gaylord Community Schools Board of Education

RECEIVED

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PROFESSIONAL NEGOTIATIONS

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## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of September, 1968, by and between the BOARD OF EDUCATION OF THE GAYLORD COMMUNITY SCHOOLS of Gaylord, Michigan, hereinafter referred to as BOARD, and the GAYLORD EDUCATION ASSOCIATION, hereinafter referred to as ASSOCIATION;

### WITNESSETH:

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Gaylord Community School System is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession should be 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 representatives 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

The BOARD hereby recognizes the GAYLORD EDUCATION ASSOCIATION as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965, where all certified teaching personnel under contract, including professional personnel, personnel on tenure, (probation and/or per diem appointments), classroom teachers, special education instructors, guidance counselors, librarians, school psychologists, employed or to be employed by the BOARD whether or not assigned to a public school building, but excluding High School Principal, Elementary Principal, Assistant Principals, Superintendent of Schools, Director of Vocational Education, and any other Administrative Personnel who may be hired in the future. In addition, the ASSOCIATION does not represent janitors, bus drivers, kitchen help, or any other personnel unless expressly listed.

- A. The term "Teacher" when used hereinafter in this AGREEMENT shall refer to all employees represented by the name of the employees' organization in the bargaining or negotiating unit as defined above.
- B. The term "Board" shall include its officers and agents.

The BOARD agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the dura-

ARTICLE I - continued

tion of this AGREEMENT.

Teachers or other personnel who are not members of the ASSOCIATION shall not be discriminated against by the ASSOCIATION or any of its members by reason of such non-membership.

Teachers may sign and deliver to the BOARD an assignment authorizing deduction of membership dues and assessments of the ASSOCIATION (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 10th of a given year.

The deduction of dues shall be made from the second pay check of each month, for ten (10) months, beginning in September and ending in June of each year, and the BOARD agrees to remit monthly to the ASSOCIATION all monies so deducted, accompanied by a list of teachers from whom deductions have been made.

The BOARD shall also make payroll deductions, upon written authorization from teachers, for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs drawn up, if approved by the BOARD.

Membership in the ASSOCIATION, or the payment of fees thereto shall not be required of any teacher as a condition of employment with the BOARD.



## ARTICLE II - BOARD RIGHTS

A. The BOARD, on its own behalf and on behalf of the Electors of the District, anything herein to the contrary notwithstanding, retains and reserves unto itself 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 the United States and the laws and regulations of local governmental units, including the right to the executive management and administrative control of the school system, its property, facilities, and employees.

B. The exercise of its rights, powers, duties, authority, and responsibilities by the BOARD, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the explicit and express terms of this AGREEMENT and then only to the extent that such are so specifically and expressly abridged, modified, or limited.

C. Nothing in this AGREEMENT shall be construed to limit in any way the BOARD'S right to operate the school system efficiently and economically and the BOARD retains all of the rights, functions, and authority which it had prior to the existence of an AGREEMENT with the ASSOCIATION.

### ARTICLE III - TEACHERS' RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the BOARD hereby agrees that every teacher as defined in Article I, Section A. of this AGREEMENT, 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 color of law of the State of Michigan, the BOARD undertakes and agrees that it will not directly or indirectly discourage any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the ASSOCIATION, his participation in any activities of the ASSOCIATION or collective professional negotiations with the BOARD, of his institution of any grievance, complaint or proceedings under this AGREEMENT, or otherwise with respect to any terms or conditions of employment.

B. The ASSOCIATION and its members shall have the right in accordance with BOARD policy for rental and use of the Gaylord Community Schools' buildings and facilities, to use school building facilities at all reasonable hours for meetings, except when school is in session. No teacher



ARTICLE III - continued

shall be prevented from wearing insignias, common pins or other identification of membership in the ASSOCIATION, either on or off the school premises. A bulletin board shall be made available to the ASSOCIATION in each building. The ASSOCIATION may use the teacher mail boxes for communications to the teachers.

C. The BOARD agrees to furnish to the ASSOCIATION, in response to reasonable requests from time to time, all available information concerning the financial resources of the District, and such other information as will assist the ASSOCIATION in developing an intelligent, accurate, informative and constructive program on behalf of the teachers and their students, together with information which may be necessary for the ASSOCIATION to process any grievance or complaint.

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 other laws or regulations applicable. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law or contract.

E. The ASSOCIATION recognizes that it shall not have the right to partake in any election campaigns involving the ASSOCIATION during regular school hours.

F. The ASSOCIATION may counsel with the BOARD on any new

ARTICLE III - continued

or modified fiscal, budgetary or tax programs, instruction programs, or major revisions of educational policy, which are proposed or under consideration; and the ASSOCIATION may avail itself of the opportunity to advise the BOARD with respect to such matters.

G. The provisions of this AGREEMENT shall apply without regard to race, creed or religion, color, political affiliations, national origin, age, sex, or marital status.



#### ARTICLE IV - PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with reasonable rules, regulations, policies and directions from time to time adopted by the BOARD or its representatives which are not inconsistent with the provisions of this AGREEMENT.

B. The ASSOCIATION recognizes that gross abuses of sick leave or other leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The ASSOCIATION will use its best efforts to correct breaches of professional behavior by any teacher.

## ARTICLE V - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be employed by the BOARD for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate providing that such qualified personnel are available at the time the position must be filled.

B. No substitute teacher shall be employed by the BOARD who possesses less than a provisional or a permanent certificate except under the provisions of special certification as prescribed by the State Board of Education.

C. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and as needed in the judgement of the Administration. The ASSOCIATION shall be notified when a teacher is so assigned.

D. Proposed schedules for the forthcoming year shall be posted or made available to the teachers no later than the preceding first day of June. All extra duty assignments will be posted or made available to the teachers by the preceding first day of June, with the exception of the Adult Education and Driver Education courses. In the event changes in the schedule are made, all teachers will be notified.

E. Any assignments in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties enumerated in Schedule B and summer school



courses shall not be obligatory, but shall be with the consent of the teacher. Preferential consideration shall be given to the present staff in making such assignments, based on their qualifications, competency, and other relevant factors.

## ARTICLE VI - PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this AGREEMENT are set forth in Schedule A, which is attached to and incorporated in this AGREEMENT.

B. The salary schedule is based upon a normal weekly teaching load within the calendar year during normal teaching hours. For extra assignments, the teacher shall be entitled to appropriate additional professional hourly rates. The professional hourly rate of any teacher shall be determined by dividing his base salary by the number of scheduled teaching days by eight (8). The teacher shall be paid his established hourly rate, in addition to his base salary, for all time spent after the established school day in required parent-teacher conferences or teacher meetings called by the Superintendent after 5:00 P. M. of any day or on Saturday, Sundays or Holidays, except when school is dismissed to compensate for the extra time. There shall be no additional compensation for extracurricular activities except in accordance with this AGREEMENT.

C. Teachers employed in the system with previous teaching experience may be given up to ten (10) years credit, at the BOARD'S discretion, and placed on the appropriate step in the salary schedule. Such teachers hired into the system and granted less than ten (10) years credit, shall be advanced at the



ARTICLE VI - continued

rate of two (2) steps per year until on schedule.

D. Fully qualified vocational teachers will be allowed one (1) step on the salary schedule for each year of work experience in the area of which they are teaching and required for permanent or provisional vocational education certification.

E. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category for the coming semester.

F. Teachers enrolling in college credit courses shall have such classes approved in writing from the Superintendent.

G. When teachers are authorized to travel in their private vehicle for the school, they shall receive compensation at the rate of eight (8) cents per mile.

H. Compensation for faculty assigned lunch-hour duty as referred to in Article VII, Section C., shall be at the rate of Three Dollars (\$3.00) per hour in addition to the teacher's regular salary.

I. LONGEVITY: A salary increment of three percent (3%) of the teacher's previous year's base salary shall be granted to each teacher after he achieves the eleventh (11th) step on the payment schedule every three (3) years, provided that said teacher has completed no less than two (2) hours of prior approved academic credit or other prior equivalent experience.

## ARTICLE VII - TEACHING HOURS AND CONDITIONS

A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day; however, teachers are expected to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher or with the teacher's administrator except on Fridays or on days preceding holidays or vacation, the teacher's day shall end at the close of the pupils' day.

B. The normal weekly teaching load in the junior and senior high school will not exceed five (5) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary school will be thirty (30) teaching periods or not to exceed six (6) hours of teaching per day.

C. All teachers shall have a duty-free uninterrupted noon period equal in length to the students' noon period, but in no event less than forty (40) minutes in the secondary school and in no event less than forty-five (45) minutes in the elementary school. It is understood that secondary teachers



ARTICLE VII - continued

will assist the administration as they might be assigned and elementary teachers may volunteer to supervise students' noon periods and that such teachers will be compensated as set forth in Article VI.

D. All full time secondary teachers shall have one (1) preparation period per day, or receive extra compensation for the same. "Preparation Period" is hereby defined and understood to mean any period of time equal to one (1) class period during which the teacher is expected to be and will be engaged in activity directly connected with the current subject material being taught to his pupils, development of lesson plans, correction of exam papers, new curriculum concepts, etc. Elementary teachers will be provided two fifteen (15) minute relief periods each day. In addition, elementary teachers may use for preparation all time when their classes are receiving instruction from various teaching specialists.

E. The parties recognize that adequate school facilities for both student and teacher are desirable to enhance the high quality of education that is the goal of both the ASSOCIATION and the BOARD.

1. Due to the increased enrollment that may tend to increase pupil-teacher ratio (due to a large percentage of this increased enrollment coming from broken homes and from economically deprived families) it is the intent of the Board of Education to ask for Federal Funds on a

participating basis to employ teacher-aides, in order to offer equal educational opportunities to the aforementioned students in the elementary grades.

2. The BOARD shall make available in each school, lounge and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking and eating shall be permitted. Such facilities will

be included in any new building plans.

F. At least four days per school year shall be designated as Professional Staff Workshops. The schedule and organization of these days are as follows: The first Thursday and Friday in October shall be MEA-GEA Institute days and will be organized by the Gaylord Education Association. At least two (2) workshop days shall be scheduled for the second half of the school year. The meetings may be departmental, building, grade level, special interest groups, or combinations of same. The instructional subcommittee of the Professional Study Committee shall have the responsibility of establishing the purposes and organization of these workshops.



## ARTICLE VIII - PROTECTION OF TEACHERS

A. It shall be the responsibility of the BOARD to provide normal liability insurance protection for all teachers.

B. Any case of physical assault on a teacher by a student or parent, or upon a student by a teacher shall be reported promptly to the Administration.

C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention when such action is deemed necessary by the Administration.

D. 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 IX - VACANCIES, PROMOTIONS AND TRANSFERS

A. The BOARD recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the BOARD.

B. The parties recognize the desirability of a policy of filling vacancies or granting promotions from within the system. Whenever such a vacancy occurs within the bargaining unit in the school system, or is anticipated, the Administration shall notify the ASSOCIATION promptly. In filling such vacancies, consideration will be given by the Administration first to those qualified applicants currently in the school system on the basis of their qualifications, competency, experience, and other relevant factors...in that order.

C. Since frequent transfers of teachers between school, subject assignments, classrooms, or grades are sometimes disruptive of the educational process and might interfere with the optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized



ARTICLE IX - continued

and avoided whenever possible. No transfer or change in assignments shall be made without prior discussion with the teacher.

## ARTICLE X - TEACHER EVALUATION AND PROGRESS

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; within one month following the teacher's commencement of service, within three months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the superintendent and advised of their rights under the tenure act for a hearing and appeal. The ASSOCIATION shall receive a copy of such notification.

B. A Teaching Consultant shall be assigned by the administration to every probationary teacher upon entrance of the teacher into the system. The Teaching Consultant, insofar as possible, shall be a tenure teacher with exceptional educational growth, with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the Teaching Consultant to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The teaching consultant shall not be involved in the evaluation of the probationary teacher.

C. Each department head shall serve as collegial evaluator of probationary classroom teachers in the junior and senior high school, who are in their discipline. In addition, the probationary teacher may select



one other tenure teacher in his field to serve as an additional evaluator. In the elementary school, the Building Association Representative shall select a tenure teacher at each grade level, to serve as collegial evaluators for the probationary classroom teacher. The probationary teacher may select another tenure teacher at his grade level as a second collegial evaluator. All such evaluations shall be in writing and shall be in addition to evaluations made by the administration. Each of the teachers assigned to evaluate shall make at least three (3) evaluations during the school year, all of which shall be completed on or before March 15. Persons serving as evaluators shall be given release time to conduct personal "in the classroom observations" of the probationary teacher. All evaluations shall be in writing with copies provided to the "Teaching Consultant", the subject teacher and to the Principal or immediate supervisors of the teacher. The evaluation may include recommendations as to how the teaching performance of the teacher may be improved. In addition to the individual evaluations, the teacher(s) assigned to evaluate the probationary teacher shall, on or before March 15, file a report to the ASSOCIATION'S "Teachers' Ethics and Professional Standards Committee" which will in turn make recommendations to the principal with copies to the subject teacher and immediate supervisor, as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year.

D. Each teacher shall have the right upon request to review the contents of his own personnel file except confidential materials. A representative of the ASSOCIATION may be requested by the teacher to accompany the teacher in such review.

#### ARTICLE XI - PROFESSIONAL STUDY COMMITTEE

There is hereby established a joint study committee of no less than two representatives of each party to this AGREEMENT. The committee shall meet bi-monthly during the regular school year and advise the BOARD and the ASSOCIATION as it deems appropriate on such matters as reviewing the administration of the contract, teaching techniques, courses of study, curriculum guides, teacher evaluation, pupil testing and evaluation, philosophy and educational goals, research and experimentation, educational specifications for buildings and related matters.

The professional study committee shall establish two subcommittees as follows:

A. An instructional subcommittee to study curriculum, teaching techniques, and related topics, and making recommendations to the professional study committee for referral to the BOARD and the ASSOCIATION. The subcommittee shall be composed of one BOARD member, and administrator equal members of elementary and secondary school teachers, appointed by the ASSOCIATION, and shall meet at least once a month.



B. A student conduct review board subcommittee shall be established, consisting of one BOARD member, two teachers, two students, an administrator, and two parents, who will study and recommend conduct policies and procedures to the professional study committee.

The members of this subcommittee shall be appointed by the professional study committee from names suggested by PTA , other parent groups, Student Council, and the ASSOCIATION.

The January agenda of the professional study committee shall include the review and evaluation of the committee's work. At this time, should either party declare that it is dissatisfied with the value of the committee, the negotiators for the BOARD and for the GEA will meet and reach agreement on changes needed to make the committee mutually satisfactory; or to do away with this committee.

ARTICLE XII - DEPARTMENT CHAIRMEN

A. The Administration may select each year from among the secondary school faculty Department Chairmen in such teaching areas it may deem appropriate.

B. The Department Chairmen shall exercise the coordination of programs and materials and shall serve as instructional liason between the teachers of the department and the school administration. Such Chairmen shall not be considered as supervisory employees and shall be entitled to extra compensation as set forth in Schedule B.



### ARTICLE XIII - HEALTH AND TUBERCULOSIS EXAMINATION

A. All teachers shall be required to file with the BOARD annual certification of satisfactory health, signed by a competent physician of the teacher's own choice. Certification shall be filed prior to the opening of the teacher's work year. The BOARD shall pay up to Ten Dollars (\$10.00) toward the cost of the examination.

B. A certification of freedom from tuberculosis shall be filed annually by each teacher prior to the opening of the work year.

## ARTICLE XIV - LEAVES

A. Leaves of Absence: A leave of absence without pay may be granted to any teacher for one of the following reasons upon application by the teacher setting forth the reasons for the requested leave of absence. Each case shall be decided on its own merit and if leave is granted, upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

1. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers Corps, or Job Corps as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities, provided said teacher states his intention to return to the school system. Further extension of such a leave of absence may be granted at the discretion of the BOARD upon application.
2. A leave of absence of one (1) year may be granted to any teacher for the purpose of engaging in study rea-



ARTICLE XIV - continued

sonably related to his professional responsibilities at an accredited college or university upon application wherein the teacher states his intentions to return to the school system and sets forth his requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the BOARD upon application.

3. A sabbatical leave may be granted for a period not to exceed one (1) year subject to applicable Michigan statutory provisions and provided said teacher agrees to remain in the employ of the District for a period of *not less than two (2) years following his return from* sabbatical leave. The BOARD may impose such conditions or requirements relative to the teacher's sabbatical leave as it may deem appropriate and will compensate said teacher at fifty percent (50%) of his regular annual salary.

During a teacher's leave for any of the above reasons, the "sick leave" and insurance policy benefits shall not apply; however, unused sick days held at the beginning of the leave will be reinstated. Employees re-

ARTICLE XIV - continued

turning from sabbatical leave having complied with all of the terms and conditions thereof shall be entitled to re-employment at the beginning of the next school semester. Subject to the provisions of the Michigan School Code of 1955, re-employment of teachers, except as hereinabove indicated, during the school year shall be at the discretion of the BOARD and re-employment for the beginning of the new school year shall depend upon an opening on the staff for which the teacher is qualified.

B.       Military Leave:       A military leave of absence shall be granted to any teacher who shall be involuntarily inducted for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the system during such period and the teacher shall be entitled to re-employment at the beginning of the next school year following his separation or discharge from the Armed Forces provided the teacher notifies the BOARD in writing of his intention to return to the system no later than one hundred fifty (150) days prior to the beginning of the new school year. During a teacher's military leave, the "sick leave" and insurance benefit policies shall not apply; however, unused sick days held at the beginning of the leave will be reinstated.

C.       Maternity Leave:       A maternity leave of up to twelve (12)



ARTICLE XIV - continued

months shall be granted commencing not later than the end of the fifth month of pregnancy except when this date falls within one (1) school month of the end of a semester, the teacher may be permitted to complete the semester. The teacher shall be re-employed in the first vacancy for which she is qualified upon sixty (60) days notice of her intent to return and submission of a favorable medical report from a qualified physician. Unused sick days held at the beginning of the maternity leave will be reinstated.

D.      Personal Leave:      Each teacher shall be permitted to take two (2) days per year to be used for personal purposes at the discretion of the teacher; however, such personal leave may not be used to extend vacations or holidays. The teacher intending to use a personal leave day shall notify his principal at least one (1) week in advance of his absence. If the teacher does not use his personal leave day as herein provided, such day shall be added to his cumulated sick leave days.

E.      Jury Duty:      A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for that performance of such obligation on each day he would have otherwise been scheduled to work that the teacher reports for or performs jury duty.

F.      Sick Leaves:      Commencing with the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allow-

ARTICLE XIV - continued

ance to be used for absences caused by illness or physical disability of the teacher.

1. One (1) "bonus" day will be added to cumulated sick leave days for each five (5) days unused during the school year. (Thus, total sick leave accumulation can amount to fourteen (14) days per year including ten (10) unused sick leave days, two (2) "bonus" days and two (2) unused personal leave days.) Sick leave days can be cumulated to one hundred forty (140) days.
2. Absences due to injury or illness incurred in the course of a teacher's employment for which a teacher receives benefits under the Workmen's Compensation Act shall be charged against the teacher's sick leave days in the proportion (to the closest one-half ( $1/2$ ) day) that such absence is not compensated under Workmen's Compensation.
3. Teachers shall not be allowed sick leave time for attending or tending illnesses of their family.
4. In the case of any teacher who has accumulated five (5) sick leave days during the course of a school year taken separately or after the third consecutive day of absence

ARTICLE XIV - continued

for illness or disability, the Administration may require a certification of necessary absence from a licensed physician in order to qualify for "sick leave" pay.

Borderline cases involving sick leave shall be resolved by the Superintendent and his decision may be referred to the Board of Education for final action if the teacher so desires.



## ARTICLE XV - INSURANCE

The BOARD shall provide for each full time teacher one hundred percent (100%) during the school year of the annual cost of insurance benefits as follows:

Option One: Full family comprehensive care coverage, as provided by the MESSA super-Med program.

Option Two: Full family comprehensive care coverage as provided by Blue Cross - Blue Shield Plan C, with Major Medical and family rider coverage.

Persons not utilizing subsidy for health care coverage shall be provided the single MESSA subscriber equivalent amount, to be applied to one or more of the following options available through MESSA:

1. Group term life insurance.
2. Salary protection insurance.
3. Separate Major Medical coverage.

## ARTICLE XVI - SEVERANCE ALLOWANCE

Severance allowance will be paid to retiring teachers with ten (10) or more years in the system who also qualify for retirement and become eligible for retirement benefits under the Michigan Public Schools Employee's Retirement Fund.

Severance allowance will be computed and paid as follows:

One (1) day's pay (based on base salary, per the salary schedule, at the time of retirement) for each year in the system up to a maximum number of days equivalent to twenty five percent (25%) of the teacher's cumulated sick leave days. (E.g. A bona fide retiring teacher with twenty five (25) years in the system and one hundred (100) cumulated sick leave days would be eligible for twenty five (25) day's base pay.)

## ARTICLE XVII - GRIEVANCE PROCEDURE

A. A claim by a teacher or the ASSOCIATION that there has been a violation, misinterpretation or misapplication of any provision of this AGREEMENT may be processed as a grievance as hereinafter provided.

B. The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties which might arise out of this AGREEMENT. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with an appropriate member of the Administration or proceeding independently as described in Section G. of this Article.

C. There shall be one ASSOCIATION representative (Building Representative) for each school building to be selected in the manner determined by the ASSOCIATION. In the event any ASSOCIATION representative is a party in interest to any grievance, he may disqualify himself and a substitute can be named by the ASSOCIATION. The Building Principal shall be the Administrative representative when the particular grievance arises in his building. The BOARD hereby designates the Superintendent as its representative when the grievance arises in more than one (1) school building.



ARTICLE XVII - continued

D.       STRUCTURE:       If, as a result of the informal discussion with the Building Principal, a grievance still exists, the aggrieved party may invoke the formal grievance procedure in the form set forth in Exhibit A, signed by the grievant and the appropriate representative of the ASSOCIATION. A copy of the grievance shall be delivered to the appropriate BOARD representative.

STEP 1:               Within three (3) school days of receipt of the grievance, the Principal shall meet with an appropriate ASSOCIATION representative in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and furnish a copy thereof to the ASSOCIATION.

STEP 2:               If the ASSOCIATION is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such a meeting, (or six (6) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) school days therefrom, the Superintendent or his designee shall meet with the ASSOCIATION on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the ASSOCIATION.

STEP 3:               If the ASSOCIATION is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if

ARTICLE XVII - continued

no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the BOARD by filing a written copy thereof with the Secretary or other designee of the BOARD. The BOARD, no later than its next regular meeting or two (2) calendar weeks (whichever shall be later) may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the BOARD shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the ASSOCIATION.

STEP 4:                      If the ASSOCIATION is not satisfied with the disposition of the grievance by the BOARD, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) days after the decision of the BOARD to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise cover the arbitration proceedings. The BOARD and the ASSOCIATION shall not be permitted to assert in any such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party, provided however, newly discovered evidence



ARTICLE XVII - continued

may be presented if it can be shown to the satisfaction of the arbitrator that such evidence was not discovered previously due to the neglect or failure of the offering party to exercise due diligence. The arbitrator shall have no power to alter, add or subtract from the terms of this AGREEMENT. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

If the grievance is not delivered to the American Arbitration Association within fifteen (15) days after the decision of the BOARD, it will be deemed to have been abandoned.

E. Time limits in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the BOARD shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

F. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted with-



ARTICLE XVII - continued

out prior notification to the ASSOCIATION and opportunity for an ASSOCIATION representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this AGREEMENT.

G. No reprisals of any nature shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

## ARTICLE XVIII - NEGOTIATION PROCEDURES

A. It is understood and agreed that this contract embodies the entire understanding of the parties and that the terms of this AGREEMENT shall govern the relationship of the parties during its duration; PROVIDED, however, that in the event a misunderstanding arises as to the interpretations of any of the provisions herein, the parties may undertake to cooperate to arrange meetings, select representatives for discussions, and furnish necessary information in considering and resolving such matters.

B. At least ninety (90) days prior to the expiration of this AGREEMENT, each party shall submit to the other, in writing: (1) a statement relating to each Article of the existing Agreement that they wish to be changed, deleted, altered, or modified describing precisely in what manner they wish said Article to be changed; and, (2) completely drafted proposed additional Articles to the contract.

C. If either party should fail to submit a proposed change or addition as above set forth, that Article or that subject of that Article shall not be a subject of negotiation, PROVIDED, however, that at any time during negotiations, the parties can mutually agree to negotiate, modify, change, add, or delete any material in the contract being negotiated, anything herein to the contrary notwithstanding.

D. In any negotiations described in this Article, neither party

ARTICLE XVIII - continued

shall have any control over the selection of negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. Each negotiating or bargaining team shall be limited to four (4) members, although neither team shall be required to have the full number of negotiators allowed to it if it does not wish to do so.

E. No less than sixty (60) days prior to the expiration of this AGREEMENT, the parties will begin negotiations for a new Agreement covering material referred to in Paragraph B. above. At the first meeting of the negotiators, the teams shall jointly elect a President and a Secretary (usually from the opposite team of the President). It shall be the duty of the President to maintain order in the negotiation proceedings and to control the progress of the proceedings so as to promote an atmosphere of discussion and negotiation that will expedite resolution of the differences of the parties and the proceedings in general. It shall be the duty of the Secretary to keep minutes of the proceedings in such fashion that they fairly set forth the matters considered by the negotiators, which minutes shall be agreed upon by both parties as a fair statement of the proceedings at the conclusion of each meeting. The negotiators at the time of negotiation can make such other rules and provisions at that time that they consider will expedite negotiations.



ARTICLE XVIII - continued

F. It is recognized that no final agreement between the parties may be executed without ratification by the BOARD OF EDUCATION and by the members 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.

G. Upon the negotiators reaching a tentative final agreement, it is agreed that the respective parties must consider such agreement for ratification on the same date which date must fall within ten (10) days from the arrival at a tentative final agreement or conclusion of negotiation by the negotiators.

H. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation machinery of the State Mediation Board or take any other lawful measure that may be deemed appropriate.

## ARTICLE XIX - STRIKE PROHIBITION

The ASSOCIATION recognizes that strikes (as defined by Section 1 of Act 336, PA 1947, as amended, of the State of Michigan) by teachers are contrary to law and public policy. The BOARD and the ASSOCIATION subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the ASSOCIATION agrees that during the term of this AGREEMENT, it shall not direct, instigate, participate in, encourage, or support any strike against the BOARD by any teacher or group of teachers.

ARTICLE XX - DURATION OF AGREEMENT

This AGREEMENT shall be effective as of 1 July, 1970  
and shall continue in effect for a period of One (1) year until the 30th  
day of June, 1971.

Education Association  
Signed by:

Board of Education  
Signed by:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
President Elect

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator



## ARTICLE XXI - MISCELLANEOUS PROVISIONS

A. This AGREEMENT shall constitute the full and complete commitments and understanding between the parties hereto and may be altered, changed, added to, deleted from, or modified only in accordance with the provisions of Article XVIII herein.

B. Any individual contract between the BOARD and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this AGREEMENT. Any such contract hereafter executed shall be in the form provided in Exhibit B and shall be expressly made subject to and consistent with the terms of this AGREEMENT. If an individual contract contains any language inconsistent with this AGREEMENT, this AGREEMENT shall be controlling.

C. This AGREEMENT shall supersede any rules, regulations, or practices of the BOARD and the ASSOCIATION which shall be contrary to or inconsistent with its terms. The provisions of this AGREEMENT shall be incorporated into and be considered part of the established policies of the BOARD and the ASSOCIATION.

D. 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 sub-

ARTICLE XXI - continued

sisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this AGREEMENT titled "AGREEMENT BETWEEN THE GAYLORD BOARD OF EDUCATION AND THE GAYLORD EDUCATION ASSOCIATION" shall be printed at the expense of the BOARD within thirty (30) days after the AGREEMENT is signed and a sufficient number of copies shall be presented to the ASSOCIATION for distribution to all teachers now employed. The BOARD will provide a copy to all teachers hereafter employed or considered for employment by the BOARD at the request of the prospective employee.

F. The school year shall be completed between August 27, 1970 and the second Friday of June, 1971. No more than one hundred ninety (190) days will be scheduled for teachers nor more than 185 for students. If 183 or more student days are scheduled, teachers will not be required to report when school is closed by storm or road conditions.

G. Five (5) professional days shall be credited each year to the Gaylord Education Association (GEA) to be used at the President's discretion. It is understood that no one individual will be allowed more than two of these days for GEA business during one school year duration.

# SCHEDULE A 1970-71

INC.	Step	B. A.	*B. A.+10	B. A.+20	B.A.+30	M. A.	M. A.+10	M. A.+20	M. A.+30	ED. S.
\$375	1	7300	7400	7500	7600	7800	7900	8000	8100	8300
\$375	2	7675	7775	7875	7975	8175	8275	8375	8475	8675
\$375	3	8050	8150	8250	8350	8550	8650	8750	8850	9050
\$375	4	8425	8525	8625	8725	8925	9025	9125	9225	9425
\$375	5	8800	8900	9000	9100	9300	9400	9500	9600	9800
\$375	6	9175	9275	9375	9475	9675	9775	9875	9975	10,175
\$375	7	9550	9650	9750	9850	10,050	10,150	10,250	10,350	10,550
\$375	8	9925	10,025	10,125	10,225	10,425	10,525	10,625	10,725	10,925
\$375	9	10,300	10,400	10,500	10,600	10,800	10,900	11,000	11,100	11,300
\$375	10		10,775	10,875	10,975	11,175	11,275	11,375	11,475	11,675
\$375	11		11,150	11,250	11,350	11,550	11,650	11,750	11,850	12,050

\* Applies only to teachers already hired in the system.



## SCHEDULE B

### Coaching:

Per Cent      Max.

Based on the Coach's experience in the particular sport, the following percents will apply to the base salary at that step on the teacher's schedule.

Head Football, Varsity	9%	\$825
Assistant Football, Varsity	7%	\$575
Head Football, Junior Varsity	6%	\$575
Assistant Football, Junior Varsity	5%	\$475
Head Basketball, Varsity	9%	\$875
Assistant Basketball, Varsity	7%	\$675
Ninth Grade Basketball	5%	\$525
Eighth Grade Basketball	4%	\$525
Seventh Grade Basketball	4%	\$525
Head Baseball	5%	\$425
Assistant Baseball	4%	\$325
Head Track	5%	\$425
Assistant Track	4%	\$325
Golf	4%	\$325
Tennis	4%	\$325
Ski Program	6%	\$475

### Extra Duty Pay:

Percentage is based on the years of experience in that particular activity and based on the base salary at that step on the schedule.

Yearbook	4%	\$200
Plays	4%	\$125 each
Debate	4%	\$200
Forensics	4%	\$200
Cheerleading	5%	\$250
Sixth Grade Camp	5%	\$400
Band Director	6%	
Elmira Head Teacher	6%	
Junior and Senior Class Sponsors	2%	\$200 each
Department Heads	3%	\$350
Secretarial Supervisor	3%	\$350

### Working at the Athletic Events:

Football	\$3.00 a game
Basketball	\$5.00 per night
Programs	\$25. per season
Timers, Basketball & Football	\$5.00 per night

\* No person employed on schedule B for the 70-71 school year shall receive less pay for that position than they did under the 69-70 Schedule B.

# GRIEVANCE REPORT FORM

Grievance # _____ School District _____		<u>Distribution of Form</u> 1. Superintendent 2. Principal 3. Association 4. Teacher
G R I E V A N C E   R E P O R T		
<u>Submit to Principal in Duplicate</u>		
<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>  <u>Date Filed</u>

## S T E P   I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## S T E P   II

A. Date Received by Superintendent or Designee \_\_\_\_\_

If additional space is needed in reporting Section B1 & 2 of Step I, attach an additional sheet.

(Note: Continued on reverse side)



B. Disposition of Superintendent or Designee \_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

Signature

Date

S T E P III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

Signature

Date

C. Position of Grievant and/or Association \_\_\_\_\_

Signature

Date

S T E P IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

Signature of  
Arbitrator

Date of Decision

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



# GAYLORD COMMUNITY SCHOOLS

## TEACHER'S PROBATIONARY CONTRACT

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between Board of Education, Gaylord Community Schools of Otsego County, State of Michigan, hereinafter called the School District, and \_\_\_\_\_ hereinafter called the Probationary Teacher. WITNESSETH:

Said Probationary Teacher being certificated to teach in the Public Schools in said County and State hereby contracts with said School District for the school year of \_\_\_\_\_ days commencing the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and said School District hereby contracts to hire said Probationary Teacher to teach as herein set forth, in consideration for which said School District will pay to said Probationary Teacher the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Said sum (total salary) shall be paid in \_\_\_\_\_ equal installments, the first payment to be made about \_\_\_\_\_ 19\_\_\_\_, with subsequent payments every two weeks.

The teacher shall be afforded the emergency and sick leave of absence benefits granted to teachers under the policies established by the Board of Education of the District, and said policies are specifically incorporated herein, and made a part of this Contract of Employment.

The Probationary Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.

The Services of said Teacher shall consist of teaching in the Public Schools of the school district administered by said Board and shall not be required to perform any other services not connected with the Public Schools.

IN WITNESS WHEREOF the parties here to have respectively set their hands and seals the day and year above written.

### BOARD OF EDUCATION

### SUMMARY OF SALARY

_____ PRESIDENT	_____ TREASURER
_____ VICE PRESIDENT	_____ TRUSTEE
_____ SECRETARY	_____ TRUSTEE
_____ TRUSTEE	

Base Salary	\$
Experience Credit	\$
Extra Duties (not under tenure)	\$
_____	\$
_____	\$
_____	\$
_____	\$
Total	\$

\_\_\_\_\_  
Signature of Teacher

## ANNUAL SUPPLEMENT TO CONTINUING CONTRACT

To \_\_\_\_\_ Date \_\_\_\_\_

You are hereby notified that your salary for the school year 19\_\_\_\_-19\_\_\_\_ beginning \_\_\_\_\_  
19\_\_\_\_ will be \$ \_\_\_\_\_

payable as follows: \_\_\_\_\_  
\_\_\_\_\_

to teach in the \_\_\_\_\_ Public Schools.

You are assigned to the following position, \_\_\_\_\_  
in the \_\_\_\_\_ School for the year of \_\_\_\_\_  
school months, ending \_\_\_\_\_ 19\_\_\_\_\_.

It is further agreed that you will be allowed leave of absence, in accordance with the rules and regulations of  
the Board of Education, for \_\_\_\_\_ days during the school year covered by this contract supplement.

If you accept the terms of this continuing contract supplement, please date and sign and return the same to  
the Board of Education within \_\_\_\_\_ days of receipt of this notice.

\_\_\_\_\_  
(Legal Name of School District)

By \_\_\_\_\_  
(Name) (Official Position)

By \_\_\_\_\_  
(Name) (Official Position)

By \_\_\_\_\_  
(Name) (Official Position)

\_\_\_\_\_  
(Signature of Teacher)