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Gaylord Board of Education

GAYLORD BOARD OF EDUCATION

AND

GAYLORD EDUCATION ASSOCIATION

MASTER AGREEMENT

1974 - 1976

*Gaylord Community School
310 E. Fourth St.
Gaylord, Michigan
49735*

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AGREEMENT

This AGREEMENT, entered into this 1st day of September, 1974 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

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Public Act 379, Public Acts of 1965 for the contracted, certified personnel, including personnel on tenure, probation, and leave; but excluding administrators. The Association shall represent all certified personnel except those with the power to hire, dismiss, or effectively recommend the hiring or dismissal of other certified personnel.

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

C. This Agreement shall be binding upon both parties and shall supersede any rules or regulations or practices which are contrary to the specific terms of this Agreement.

D. 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.

E. 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.

F. The deduction of dues shall be made from the second pay check of each month, for nine (9) months, beginning in October 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.

G. 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.

H. 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 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 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 one 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. Communication by the Association to the Association members on association matters, may be distributed by use of the teacher mail box. Other communications shall also be clearly identified.

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,

ARTICLE III - TEACHERS' RIGHTS, cont'd.

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

G. The Board may place on the agenda of each regular meeting for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known at least four (4) days prior to said regular meeting.

H. The provisions of this Agreement shall apply without regard to race, creed or religion, color, political affiliations, national origin, age, sex, or marital status, except as otherwise prescribed in this Agreement.

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 affected 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. There shall be no additional compensation for extra-curricular activities except in accordance with this Agreement.

In an emergency* situation, a teacher may be asked to assist with a class, without additional compensation to the assisting teacher. In all other situations, the teacher will receive compensation. Compensatory time must be taken in $\frac{1}{2}$ day blocks, arranged with the Administration, and may not be used to extend a holiday or vacation period; nor be used the first or last day of a semester. Compensatory time not taken during the year may be accumulated as sick leave, or accumulated as personal leave, (one (1) day per year to a maximum of three (3)), or taken at substitute teachers pay rate. 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 or Sunday, or Holidays; compensatory time off will be allowed.

C. Teachers to be employed in the system with previous teaching experience may be given up to ten (10) years credit, at the Board's discretion, and placed at the appropriate step on the salary 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 to be effective the next succeeding school year. Notification of additional hours must be made prior to September 1st each year. Proof of credits earned must be furnished by transcript prior to November 1st.

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 vehicles for the school, they shall receive compensation at the rate of 16¢ per mile.

ARTICLE VI - PROFESSIONAL COMPENSATION, cont'd.

H. Longevity: After completion of the 12th step on the salary schedule, increments of \$110 per year will be paid each year to a maximum of \$1100 per year. Any teacher currently above \$1100 would remain at that level.

* Emergency situations are interpreted to mean, unforeseen and unplanned occasions which necessitates the teacher's immediate absence for not more than two hours.

ARTICLE VII - TEACHING HOURS AND CONDITIONS

A. The regular school day for teachers will be 8:15 to 4:00, except that on Fridays, days preceding holidays, or days preceding vacations; teachers shall have the option to leave at 3:45.*

B. The normal weekly teaching load will not exceed 27.5 pupil contact hours per week.

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. It is understood that the secondary teachers 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 Schedule "B".

D. All teachers shall have at least one preparation period per day or receive compensation for the same. During the preparation period the teacher will be engaged directly in work related activities. The preparation period will be at least 45 minutes.

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

1. Because the pupil-teacher ratio is an important aspect of an effectual educational program, the Board will make a continuing effort to achieve and maintain a per pupil-teacher ratio of below 26-1.
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.

* In 1975-76 the regular school day for teachers will not be more than 7 hours and 45 consecutive minutes per day, including lunch: except on Fridays, days preceding holidays, & vacations; teachers shall have the option to leave at 3:45.

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 the policy of filling vacancies or granting promotions from within the system. Whenever such a vacancy occurs within the bargaining unit in the school system, the Administration shall notify the Association promptly. Vacancies shall be posted in all faculty lounges. Between June 1 and September 1, all vacancies will be posted in the Board of Education office. Consideration shall be given by the Board first to those qualified applicants currently within the school system.

C. Since 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 and avoided whenever possible. No transfer or change in assignments shall be made without prior discussion with the teacher. The Superintendent shall notify the teacher, and the Association of the reason(s) for such transfer.

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, between October 1 and March 15. Evaluation should not be on consecutive weeks. 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. 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 - REDUCTIONS IN PERSONNEL AND ANNEXATION,
CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

No Teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.

A. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs, will be utilized:

1. Specially-certified teachers in the specific positions being reduced or eliminated will be laid off first provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid off teachers.

2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid off teachers.

3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: Certification, qualification, experience, and length of service. In the event all factors are equal, length of service shall be the determining factor. A teacher may change departments to improve seniority only if he has a major in that department and/or has teaching experience in that area within the Gaylord Community School District.

4. Definitions:

Certification: Possessing a provisional or permanent certificate appropriate to the teaching level.

Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.

ARTICLE XI, cont'd.

B. After a reduction of teachers as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified, the order of priority shall be to the teacher who is the most qualified and fully capable to fill such position.

C. In determining what constitutes "most qualified and fully capable", the employer shall utilize, among others, the following factors: experience, ability, attitude, professional background and attainments, past performance, employment and personnel records, interest, attendance, willingness to work, evaluations, length of service in the position and/or with the employer, communications and interviews, and test scores (if any applicable.)

D. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

E. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay off. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

ARTICLE XII - DEPARTMENT CHAIRMEN

A. The Administration may select each year from among the 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. Teachers may file with the Board, annual certification of satisfactory health, signed by a competent physician of the teacher's choice. The Board will pay up to \$15.00 toward the cost of the examination, when submitted for payment prior to October first.

B. A certification of freedom from tuberculosis shall be filed annually by each teacher prior to October first.

C. Every employee shall, at the request of the Superintendent submit to a physical or psychiatric examination at Board expense.

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 reasonably 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

ARTICLE XIV, cont'd.

3. cont'd.

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 returning 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. Child care leave granted under this article shall be without pay and may be granted for a period not to exceed one year. These leaves may be reviewed or extended by mutual agreement of the Board and the Teacher. All requests for child care leave must be in writing and

ARTICLE XIV, cont'd.

state the date the leave is to begin, and the period of time for which the leave is being requested. A person returning from child care leave must present a doctor's verification of good health, if applicable. Failure to return from child care leave on the date specified in the application shall be conclusively deemed a resignation.

D. Teachers may at the discretion of the Superintendent, be permitted to take an unpaid leave of absence. Such leave shall not extend over 20 working days. Time requested beyond that period shall be with Board of Education approval and involve forfeiture of fringe benefits.

E. Two personal days leave shall be granted when notice is given five days in advance. Personal leave will not be granted the day before or the day following a holiday, or the first or last day of a semester. The Superintendent reserves the right to limit personal leaves to not more than four from the District per day, or two from the same building per day. In emergencies the time limit may be waived by the Superintendent. If a teacher terminates prior to the completion of the second semester, only one (1) personal leave day will be earned. If the teacher does not use his personal leave days, such days shall be added to his accumulated sick leave days.

F. Sick Leaves:

1. Sick leave is earned and credited at the rate of ten (10) days per year with an accumulated maximum of 140 days. Previously accumulated sick leave plus 10 days shall be credited at the beginning of each school year for all full-time teaching personnel. Sick leave for part-time teaching personnel shall be pro-rated. Teachers who terminate for reasons other than health will have earned one (1) day sick leave per month of full-time employment for the months actually worked.

2. One bonus day will be added to accumulated sick leave days for each five (5) days unused during the school year.

ARTICLE XIV, cont'd.

(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.)

3. 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 ($\frac{1}{2}$) day) that such absence is not compensated under Workmen's Compensation.

4. Teachers shall not be allowed sick leave time for attending or tending illnesses of their family.

5. In the case of any teacher who has accumulated five (5) separate sick leave occurrences during the course of a school year, the Superintendent may require a certification of necessary absence from a licensed physician in order for the teacher to qualify for sick leave pay.

6. Chargeable Leave: Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for death in the immediate family. Five (5) days per year, to be taken at the time of the funeral.

Definition of Immediate Family - The term is interpreted to mean: mother, father, spouse, parent of spouse, brother sister, child, grandparent, grandchild, in-laws, or any dependent who lives in the immediate household.

ARTICLE XV - INSURANCE

The Board of Education shall provide each teacher with the annual cost of insurance as listed below:

1. Full Blue Cross - Blue Shield MVF-1, with Major Medical or - 95% of MESSA Super Med II (100% for MESSA Super Med II
2. Group term life insurance equal to 1 x the ^{in 1975-76.)} approximate step on Schedule "A", rounded to the nearest thousand.*
3. Group long term disability income to provide the following benefits:
 - (a) 60% of salary to a maximum of \$1000 per mo.
 - (b) Benefit period to 60 months if continuously disabled.
 - (c) Benefit to start after 30 consecutive days of disability. After thirty (30) calendar days of continuous illness, a teacher would qualify for Board paid long term disability. Starting with the thirty first (31) calendar day, the Board would allow the use of 1/4 day sick leave for each actual working day the teacher is unable to work because of sickness or injury. The result of this modification would actually quadruple the value of the remaining sick leave days beyond the thirty (30) calendar days. It is understood that the monetary value of the accumulated sick leave beyond the thirtieth (30) calendar day would in no way be increased or decreased.

* Each new full-time employee will become eligible on the first of the month coincident with, or next following, one (1) month of continuous, active service.

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 Employees' 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 accumulated sick leave days. (E.g. a bona fide retiring teacher with twenty five (25) years in the system and one hundred (100) accumulated 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 proceedings. 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.

D. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his association representative. The grievance must be filed within twenty (20) calendar days of the violation, misinterpretation, or misapplication, or within twenty (20) calendar days of the grievant's knowledge thereof.

STEP 1: Within five (5) school days of receipt of the grievance, the Principal shall meet with an appropriate Association representative in an effort to resolve the grievance.

ARTICLE XVII, cont'd.

The Principal shall indicate his disposition of the grievance in writing within five (5) 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 five (5) school days of such a meeting, (or ten (10) 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 five (5) 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 no disposition has been made within five (5) school days of such meeting (or ten (10) 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

ARTICLE XVII, cont'd.

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 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 judgement 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 without 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. Prior to March 1, the G.E.A. will present to the Board of Education, its list of demands in writing. Prior to April 1, the Board will present to the G.E.A. its proposals and counter-proposals for negotiation in written form.

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

D. 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.

E. 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.

F. 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.

ARTICLE XVIII - NEGOTIATION PROCEDURES, cont'd.

G. 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 I 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 the 1st day of July, 1974, and shall continue in effect until the last day of August, 1975.

The second year of the Agreement shall run from the 1st day of September, 1975, and shall continue in effect until the last day of August, 1976.

EDUCATION ASSOCIATION

Signed by:

Harvey Wright, Pres. E.C.A.
Judith Neuzeler
O. Betty Cross
(acty.)

BOARD OF EDUCATION

Signed by:

Matthew Lee Jorgensen, Pres.
Gerald A. Campbell
Thomas Hill

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. 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 subsisting 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 title "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.

F. The school year shall be completed between August 28 and the second Friday in June. No more than 188 days will be scheduled for teachers, nor more than 185 for students. If 183

ARTICLE XXI, cont'd.

or more student days are scheduled, teachers will not be required to report when school is closed by storm or road conditions.

G. Five professional days shall be credited each year to the Gaylord Education Association 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. The Board of Education will provide a substitute for the first three GEA days, at no cost to the GEA. The GEA will reimburse the Board of Education for the cost of substitutes if used for the other two days.

ARTICLE XXII - CURRICULUM COUNCIL

The council will be selected by the building principals. Selection will be based upon demonstrated ability in one or more levels, or areas of learning. The council should consist of a minimum of 12 members representing K-12, and a maximum of 15 members. There should be not more than 5 members from a building, or less than 1 per building.

The function of the council will be to recommend, evaluate, and make suggestions for implementation of new programs; work toward the production of curriculum guides; the evaluation, interpretation, and possible revision of the educational philosophy; and to serve in a liason position between the teachers and the administration.

Time necessary to carry out these functions will be scheduled during the regular school day, with notification of meetings in advance.

SCHEDULE "B"

Compensation is based on the individual's years of experience in the activity in the Gaylord Community Schools. The following percentages will apply to the appropriate step of the B.A. Track. (The B.A. Track is extended for this purpose, to 11 steps.) Years of experience will not be reduced for individuals hired prior to this Agreement

THESE ARE NON-TENURE POSITIONS.

	PERCENTAGES
Head Football, Varsity	10
Assistant Football, Varsity	8
Head Football, Jr. Varsity	7
Assistant Football, Jr. Varsity	6
9th Grade Football	6
9th Grade Football Assistant	4.5
Head Basketball, Varsity	10
Assistant Basketball, Varsity	8
9th Grade Basketball	6
8th Grade Basketball	4
7th Grade Basketball	4
Head Baseball	6
Head Track	6
Assistant Track	4
Jr. High Intramurals (2 positions)	5.5
Wrestling	7
Girls Athletics	
Basketball, Varsity	5
Basketball, Jr. Varsity	3.5
Volleyball	4
Track	4
Golf	4
Tennis	4
Cheerleading - High School	4
Cheerleading - Middle School	3
Band Director	10
Assistant Band Director	5
Driver Education	\$6.00 per hr.
Sixth Grade Camp	\$225
Department Heads	3.5
Noon Hour Duty	\$6.00 per hr.
Debate	4
Forensics	4
Assistant Athletic Director	5
Drama (3 play minimum)	4

CALENDAR - 1974-75

			<u>1974</u>
Pre-School Conference	All Teachers	Tues	9-3
Instruction Begins	All Students	Wed	9-4
In-Service Day	All Teachers	Thurs	10-10
School Closed	Deer Season	Fri	11-15
Thanksgiving	Holiday	Thurs	11-28
Thanksgiving Vacation		Fri	11-29
Christmas Vacation Begins	After School	Fri	12-20
			<u>1975</u>
School Reopens		Thurs	1-2
Spring Vacation Begins	After School	Fri	3-21
School Reopens		Mon	3-31
Memorial Day	Holiday	Mon	5-26
Instruction Ends	After School	Wed	6-11
Work Day	All Teachers	Thurs	6-12

Instruction Days.....	183
Teacher Work Days.....	5
Holidays.....	4
Vacations.....	<u>11</u>
 Total Work Days	 203

CALENDAR - 1975-76

			<u>1975</u>
Pre-School Conference	All Teachers	Tues	9-2
Instruction Begins	All Students	Wed	9-3
In-Service Day	All Teachers	Thurs	10-9
Thanksgiving	Holiday	Thurs	11-27
Thanksgiving Vacation		Fri	11-28
Christmas Vacation Begins	After School	Fri	12-19
			<u>1976</u>
School Reopens		Mon	1-5
Spring Vacation Begins	After School	Fri	4-9
School Reopens		Mon	4-19
Memorial Day	Holiday	Mon	5-31
Instruction Ends	After School	Thurs	6-10
Work Day	All Teachers	Fri	6-11
Instruction Days.....	183		
Teacher Work Days.....	5		
Holidays.....	4		
Vacations.....	<u>12</u>		
	204		

GAYLORD COMMUNITY SCHOOLS

SCHEDULE "A" 1974-75

Teachers on step six and above on the B.A. track will not move horizontally until they have moved vertically. Years spent on step 6 and above on the B.A. track will not count toward step increase. Example: A teacher on step 6 of the B.A. track for 3 years would move vertically and horizontally to step 7 of the B.A. 20 when enough credits have been earned.

STEP	B.A.	BA + 20	BA + 30	M.A.	MA + 15	MA + 30
1	8,550	8,835	8,930	9,120	9,310	9,500
2	8,954	9,239	9,334	9,548	9,738	9,928
3	9,358	9,643	9,738	9,975	10,165	10,355
4	9,761	10,046	10,141	10,403	10,593	10,783
5	10,165	10,450	10,545	10,830	11,020	11,210
6	10,569	10,854	10,949	11,258	11,448	11,638
7	10,949	11,258	11,353	11,685	11,875	12,065
8	11,329	11,661	11,756	12,208	12,398	12,588
9	11,709	12,065	12,160	12,635	12,825	13,015
10	12,089	12,469	12,564	13,063	13,253	13,443
11	12,469	12,873	12,968	13,490	13,680	13,870

GAYLORD COMMUNITY SCHOOLS

SCHEDULE "A" 1975-76

Teachers on step six and above on the B.A. track will not move horizontally until they have moved vertically. Years spent on step 6 and above on the B.A. Track will not count toward step increase. Example: A teacher on step 6 of the B.A. Track for 3 years would move vertically and horizontally to step 7 of the B.A. 20 when enough credits have been earned.

STEP	BA	BA + 20	BA + 30	MA	MA + 15	MA + 30
1	9,225	9,525	9,629	9,825	10,025	10,225
2	9,660	9,965	10,065	10,313	10,513	10,713
3	10,095	10,450	10,505	10,800	11,000	11,200
4	10,530	10,845	10,945	11,288	11,488	11,688
5	10,965	11,285	11,385	11,779	11,975	12,175
6	11,400	11,725	11,829	12,263	12,463	12,663
7	11,823	12,165	12,265	12,750	12,950	13,150
8	12,245	12,605	12,705	13,238	13,438	13,638
9	12,668	13,045	13,145	13,725	13,925	14,125
10	13,090	13,485	13,585	14,213	14,413	14,613
11	13,513	13,925	14,025	14,700	14,900	15,100

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.

It shall be the intent of the parties that premiums for Health Insurance will increase from 95% to 100% as of July 1, 1975.

GAYLORD COMMUNITY SCHOOLS

Appendix to Master Agreement

1974-76

TEACHER EVALUATION

The following form will be used as an evaluation of teacher performance:

1. Superior 2. Above Average 3. Average 4. Needs Improvement 5. Not Observed

1. TEACHING AND CURRICULUM RESPONSIBILITIES

- A. Does not discriminate against any pupil in a negative manner.
- B. Accepts each child as a person possessing individual worth and dignity and will refrain from directing damaging remarks and expressions to pupils in class or in other situations.
- C. Makes every reasonable effort to know his pupils and carefully evaluates and reports their growth and progress.
- D. Assumes responsibility for regular teaching assignments.
- E. Works with principals and other supervisors or Department Heads to improve effectiveness as a teacher.
- F. Engages in teaching or related teaching activities during all assigned instructional time.
- G. Prepares appropriate lesson plans and makes them available to administrators or supervisors when requested to do so. Plans are also prepared for use by substitute teachers, except in those emergency situations which preclude such preparation.
- H. Attempts to maintain a purposeful, orderly, attractive, pleasant and healthful classroom environment, and encourages students to do the same.
- I. Organizes effectively and manages the classroom such that the purposes of instruction can best be promoted and achieved.
- J. Plans flexible learning experiences which are compatible with any existing curriculum, the educational objectives of the school system, and the needs and abilities of the pupils.
- K. Cooperates with the administration in the establishment of significant, meaningful, relevant and appropriate performance objectives.
- L. Uses a variety of appropriate methods and techniques and selects and utilizes materials which are compatible with any existing curriculum, educational objectives, and the needs and abilities of pupils.

- _____ M. Provides opportunities for pupils to plan, participate in, and evaluate classroom activities.
- _____ N. Evaluate periodically and by means of a variety of procedures, the teaching-learning situation in the classroom to determine teacher effectiveness and pupil progress toward objectives and makes the necessary changes whenever and wherever possible to accomplish teaching objectives.
- _____ O. Presents ideas in a clear manner.
- _____ P. Provides special assistance whenever and wherever possible to those pupils who are in need of it and/or request such help.
- _____ Q. Assists pupils who have problems with their learning and seeks the assistance of other personnel of the school system or through the Intermediate School District in helping such pupils, or in setting up programs designed to help such students.
- _____ R. Makes reasonable effort to maintain effective communication with the parents of pupils and is available at reasonable times when conferences are desired.
- _____ S. Treats controversial issues in a fair and unbiased manner and makes minimal references to own convictions.

PROFESSIONAL AND COMMUNITY RESPONSIBILITIES

- _____ A. Strives to understand the practical implications of the statement of philosophy of the Gaylord Community Schools, and works to implement it.
- _____ B. Demonstrates respect for the profession, for effective teaching and for the professional attributes of co-workers.
- _____ C. Regards personal information concerning the pupil or the pupil's family as confidential and will utilize such information only as an aid in helping the pupil to attain appropriate educational goals.
- _____ D. Seeks and utilizes constructive suggestions and other professional help to improve teaching.
- _____ E. Prepares for and participates in formal student evaluation conferences held during the normal working day.
- _____ F. Utilizes allotted time for participation in the development of the curriculum within the classroom and the school as follows:

TEACHER EVALUATION, Page 3

1. Committees established with representation from the administration and the teaching staff.
 2. Committees shall serve as advisory, consultive, and fact finding bodies.
-
- G. Demonstrates continued interest and effort in personal educational growth and development.
 - H. Presents a positive representation of the profession within the community.
 - I. Dresses in a fashion and grooms self in a manner which does not disrupt the learning process.
 - J. Aids the administration in enforcing the rules of the school.
 - K. Uses non-teaching time during the school day constructively.
 - L. Attendance and punctuality.
 - M. Extends teaching responsibility outside the classroom into the school corridors, playground, parking lot, etc.
 - N. Is responsible in utilization of school equipment, supplies, materials, property, etc.
 - O. Completes all necessary records, reports and other administrative routines accurately and on time.
 - P. Attends and/or participates with parent groups, open houses, concerts, plays, Christmas programs, athletic events, and similar activities.
 - Q. Performs duties which are necessary to fulfill assignments effectively.
 - R. Performs other assigned duties which are not in conflict with the Master Agreement.