

Gladstone Public School Contract  
with the  
Gladstone Chapter of the Michigan Education Association

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967, by and between the Gladstone City School District, hereinafter called the "Board", and the Gladstone Chapter of the Michigan Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education 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 parties have reached certain understandings which they desire to confirm in writing,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certified teaching personnel, including librarian, guidance counsellors, and school nurse. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

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

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessment of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted in total or in monthly payments of not less than ten dollars until paid. Accuracy of membership lists submitted shall be the responsibility of the Association.

MEA  
1216 KENDALE  
E. LANS., MI.  
44824

Gladstone Bd. of Ed.

## ARTICLE II

### Teacher Rights

A. In addition to Act 379 and other statutes and constitutional rights, 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, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

C. The Board recognizes that the members of the teaching profession are qualified to assist in formulating programs designed to improve educational standards.

## ARTICLE II, B

### Board Rights

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

(1) To the executive management and administrative control of the school system and its properties and facilities;

(2) To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment;

(3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto.

### ARTICLE III

#### 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. Such salary schedule shall remain in effect during the one-year term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours. It is mutually recognized by the parties that the principal of the forty (40) hour normal workweek cannot be interpreted literally. For substantial extra work the teacher shall be entitled to appropriate additional professional compensation only as provided for in Schedule B.

C. Teachers shall not be required to report more than two working days prior to the beginning of classes or to remain more than two days after classes end in June.

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

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

### ARTICLE IV

#### Teaching Hours

A. The teacher's normal teaching hours in the Gladstone Public Schools shall be as follows:

<u>High School</u>	<u>Time</u>	<u>Elementary Grades</u>
1. Teachers shall be at assigned place of duty not later than-----	8:05 a.m.-----	8:30 p.m.
2. Teachers shall return to their respective classroom by-----	1:00 p.m.-----	12:45 p.m.

3. Unless permission is granted by the Principal, teachers shall leave school no earlier than-----3:40 p.m.-----3:40 p.m.

On Friday's teachers may leave at 3:20 p.m.

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

#### ARTICLE V

##### Teaching Loads and Assignments

A. Under the present six-period system, the normal weekly teaching load in the Junior and Senior High School will be not more than 25 teaching periods and 5 unassigned preparation periods. (Supervised study periods should be assigned to teachers who have greater teaching loads and/or more class preparations). The standard workweek in the elementary school will be equalized and flexible dependent upon grade level involved. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, as determined by the administration, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers will be notified by mail at their summer address, by their Principals as soon as practicable or not less than thirty days prior to the opening of classes for the ensuing year, of their teaching assignments and shall have the right to consult with their principals concerning such assignments. Every effort will be made to avoid reassigning probationary Elementary school teachers to different grade levels unless the teacher suggests such change.

#### ARTICLE VI

##### Teaching Conditions

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that wherever feasible under

the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

1. Kindergarten-----32 pupils
2. Elementary school grades-----32 pupils
3. Secondary schools:
  - English-----30 pupils
  - Social Studies-----32 pupils
  - General Education-----32 pupils
  - Mathematics-----32 pupils
  - Science-----limited to number of stations
  - Language-----limited to number of stations
  - Business-----32 pupils
  
  - Typing-----limited to number of stations
  - Industrial Arts-----limited to number of stations
  - Drafting-----limited to number of stations
  - Homemaking-----24 pupils
  - Music Class (Music Appreciation, etc.)-----35 pupils
  - Art-----30 pupils
  - Health Classes-----35 pupils

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

C. Each teacher shall have a duty-free lunch period.

D. Assistance in duplication of teaching materials and other similar activities should be handled by aides as agreed upon and assigned by the Board of Education as far as possible.

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

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

student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE VII

### Vacancies and Promotions

A. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. Such promotions shall be at the discretion of the Board. Whenever possible, the Board will publish a list of vacancies and qualifications for same to the Association. Any qualified teacher may apply for such vacancies. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been published for at least fifteen days.

## ARTICLE VIII

### Transfers

A. In the event that transfers of teachers appear to be necessary, a list of available positions within the school system or departments thereof, which are to be filled, shall be made available to the Association in the same manner as in paragraph "A", Article VII.

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

## ARTICLE IX

### Leave Pay

A. Tenure teachers shall be entitled to ten (10) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. All others shall be entitled to five (5) days until said teacher has accumulated sufficient days to cover such leave. Sick-leave days may be accumulated from year to year to a maximum of 100 days.

J. Teachers will be notified with the issuance of the first pay-check of the school year as to the number of sick-leave days they have accumulated, including the ten for that school year, to date.

B. If a teacher has completed ten (10) or more years of service in the Gladstone School system, he will be paid for one-half ( $\frac{1}{2}$ ) of all accumulated unused sick-leave days up to a maximum of fifty (50) days at the substitute teacher rate for the 1966-67 school year, if he terminates his employment under either of the following circumstances:

1. Voluntary retirement under the provisions of the State Retirement Act.
2. Forced retirement, retirement prior to regular retirement age, for health reasons.
3. Death while in the employ of the Board.

C. If, after receiving a payment under provisions given in section B of Article IX, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he is entitled.

D. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick-leave is warranted. Such requested examinations will be at the Board's expense.

E. In the event of absence of a teacher for illness the Board may require an examination by a physician of its choosing to be at the Board's expense.

F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness not to exceed the salary entitled for the remainder of the present school year with no subtraction of sick-leave.

G. Teachers shall be informed of an administrative telephone number they may call before 7:00 a.m., to report unavailability for work. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher.

H. In addition to personal illness or injury, sick-leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
2. A maximum of five (5) days per school year for a critical illness in the immediate family.
  - a. Immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, and relatives living in the same household.
3. A maximum of five (5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
4. A maximum of ten (10) days per school year for persons called into

temporary active duty of any unit of the U. S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

5. A maximum of three (3) days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the Superintendent's office through the principal involved. Examples of such are:
  - a. Emergencies, catastrophe, fire, accident, pallbearer.
  - b. Marriage or graduation of a member of the immediate family and of the employee himself.
  - c. Required court appearance involving no moral turpitude on the part of the employee.
  - d. Child born to wife.
  - e. Immediate member of family leaving for service.
  - f. Acts of God which render it impossible for employee to attend school even though school is in session. The superintendent shall decide whether attendance was, in fact, impossible.

## ARTICLE X

### Leaves of Absence

- A. Temporary Leaves of Absence: Leaves of absence with pay not chargeable against the teacher's sick leave will be granted as follows:
1. One (1) day each school year for legal, business, household, or family matters which require absence during school hours, at the discretion of Superintendent of Schools. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies).
  2. Teachers will be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
  3. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.
  4. A teacher shall be released from regular duties at least one day each semester, if properly delegated, for the purpose of participating in district, regional, or state meetings of the Michigan Education Association and/or National Education Association workshops, conferences, conventions, and other activities.



5. Teachers will notify their principal, immediately upon discovery that leave is required. Leaves of absences will be applied for in writing, except in cases of emergency.
6. The Association will have the opportunity to select either attendance at the Regional Association Convention at which time the school is closed, or to conduct classes as usual.
  - a. If the teacher does not comply with the decision of the Association, except in cases of illness or emergency, he shall suffer loss of pay equivalent to standards established by the Board.

B. Extended Leaves of Absence: Leaves of absence without pay shall be granted for the following reasons:

1. The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence for not less than one (1) semester nor more than one (1) school year without pay or increment for the purpose of engaging in Association (local, state, or national) activities. The Association will arrange for a substitute.
2. A leave of absence without pay of up to two (2) year will, upon the approval of the Superintendent, be granted to any teacher who serves as an exchange teacher and is a full time participant in such a Program. Upon return from leave a teacher will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
3. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years.
4. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
5. Maternity leave of up to five (5) years will be granted without pay or increment and will commence not later than the end of the seventh (7) month of pregnancy, except when this date falls within one (1) month of the end of the semester, in which event the teacher will, if she desires and is physically able, be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy upon approval of a doctor. It is to be understood that this teacher shall receive first consideration in case of an opening,

for which they are qualified in the school system, providing they make such application within five years' of the first maternity leave.

6. A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Board be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
  7. The Board may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than for one (1) semester nor more than the term of such office.
  8. Other leaves of absence without pay may be granted by the Board.
  9. No benefits shall accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his accumulated unused sick leave benefit accumulated at the time the leave commenced, will be restored to him.
  10. All requests for extended leaves will be applied for in writing. If granted, the reply must be in writing. The teacher must apply for the leave at least 60 days prior to its commencement, except in cases of emergency, and must notify the Board of his intention to return from such leave at least sixty (60) days prior to return.
- C. Sabbatical Leave: Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may, at the discretion of the Board, be granted sabbatical leave. Sabbatical leaves may also be granted for study to a teacher by the Board subject to the following conditions:
1. No more than one (1) teacher will be absent on sabbatical leave at any one time.
  2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested. Preference in granting such leaves will be given on the basis of length of service in the system.
  3. The teacher has completed at least seven (7) consecutive full school years of service in the Gladstone School system.
  4. Teachers on a sabbatical leave will be paid at one-half ( $\frac{1}{2}$ ) their annual salary rate for a full year's leave or one-quarter ( $\frac{1}{4}$ ) of their annual salary rate for a semester's leave.
    - a. Any N.D.E.A., N.S.F., or other government or private grant will be included as a part of the Board's obligation.

5. The teacher will agree, in writing, to return to employment in the Gladstone School system for one (1) full year in the event of a semester's leave, or two (2) full years in the event of a full year's leave. If a teacher fails to return for the required time, he will be liable for repayment to the district of a proportionate amount of the leave pay received.
6. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status.
7. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule "A" of this agreement.

## ARTICLE XI

### Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may be requested to accompany the teacher in such review.
- C. A teacher shall at all times be entitled to have present another representative of the Association when he is being reprimanded, or disciplined for any infraction of rules, or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Such meeting to be held at the earliest possible time.
- D. No teacher shall be disciplined, reprimanded, reduced in compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- E. All teachers on a probationary status shall have an evaluation interview with his principal and/or superintendent by March 1 of each year; a copy of the evaluation form used for this interview to be given to the teacher.
- F. In the case of the necessity to reprimand or discipline any such teacher, such reprimand or disciplining shall be reduced to written form, the original to go to the teacher and a copy to the personnel file in the superintendent's office.

## ARTICLE XII

### Protection of Teachers

A. If any student repeatedly disrupts the class and/or appears to be emotionally disturbed, the concerned teacher shall report such student to the Superintendent or Principal.

The Board shall then forthwith have the student examined by a qualified physician and a psychiatrist at Board expense.

If the examiner finds that the student is emotionally disturbed and should be removed from the class, the Board will take action to remove such student from the class.

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

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student while in the line of duty, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

D. The Board will provide insurance coverage to protect teachers in case of a complaint or suit against him (them) for actions or incidents occurring in the line of duty.

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

F. If as a result of an accident or assault arising out of and in the course of his employment a teacher is injured or suffers damages to or destruction of clothing and glasses, the Board or its workmen's compensation carrier will reimburse the teacher for such loss.

G. Any consistent or severe complaints brought to the administration by a parent of a student, and directed toward a teacher, shall be promptly called to the teacher's attention.

## ARTICLE XIII

### Negotiation Procedures

A. This contract shall not be reopened.

B. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

E. The Association recognizes that strikes, slowdowns, and work stoppage (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Associations 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. Any slow downs or work stoppages by individuals not authorized by the Association, shall be considered grounds for dismissal.

## ARTICLE XIV

### Grievance Procedures

A. Definitions

1. A "grievance" is any alleged violation of the application, meaning, or interpretation of this agreement.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "days" shall mean calendar days.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. Any written grievances not timely filed shall be considered waived. The time limits specified may, however, be extended by mutual agreement of the Association and the Administration. In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

##### 1. Level One

Within five (5) days of the occurrence, a teacher with a grievance may first air it with his immediate supervisor or principal either individually or together with his Association Representative, and/or an alternate with the objective of resolving the matter informally.

##### 2. Level Two

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee stating what portion of this agreement has been violated.

b. Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and notifies the claimant, the teacher may continue to process his claim without the Association support.

c. If the committee decides there is a legitimate grievance, it shall immediately submit the written claim to the Superintendent. Within ten (10) days from receipt of the grievance, he shall render a written decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of the grievance by the Superintendent, the teacher may refer the grievance through the PR & R Committee to the Superintendent a second time. Within ten (10) days from receipt of the written referral by the Superintendent, he shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team and the teacher(s), as the case may be for the purpose of arriving at a mutually satisfactory solution to the Grievance problem. A written decision shall be rendered within ten (10) days.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Three, the grievance shall be submitted by the PR & R Committee at their discretion to binding arbitration before an arbitration panel consisting of three members, one chosen by each of the parties hereto which arbitrators shall select a third member. If there is no agreement as to the third panel member, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other. The arbitration panel shall have no power to alter, add to or subtract from the terms of this Agreement. Both the Board and the Association agree to be bound by the award of the arbitration panel. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

D. Rights to Representation

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement.

E. Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.
2. Copies of all written decisions of grievances shall be sent to all parties involved and the Association Secretary.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
6. Access shall be made available to records of all information necessary to the determination and processing of the grievance.

#### ARTICLE XV

##### Miscellaneous Provisions

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

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

C. Copies of this Agreement and the Gladstone Public School Handbook shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

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

#### ARTICLE XVI

##### Duration of Agreement

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect for one (1) year until the 30th day of June, \_\_\_\_\_.



This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

GLADSTONE CHAPTER OF THE M.E.A.

By, \_\_\_\_\_  
Its President

By, \_\_\_\_\_  
Its President

By, \_\_\_\_\_  
Its Secretary

By, \_\_\_\_\_  
Its Secretary