

June 30, 1971

Gladstone

PROFESSIONAL AGREEMENT
between the
GLADSTONE CHAPTER
of the
MICHIGAN EDUCATION ASSOCIATION
and the
GLADSTONE
BOARD OF EDUCATION

1969-1970
and
1970-1971

GLADSTONE PUBLIC SCHOOLS
GLADSTONE, MICHIGAN

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

GLADSTONE PUBLIC SCHOOL CONTRACT
with the
GLADSTONE CHAPTER OF THE MICHIGAN EDUCATION ASSOCIATION

This Agreement entered into this _____ day of _____, 1969, 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 reduce to 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 and guidance counselors. 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 the membership lists submitted shall be the responsibility of the Association.

ARTICLE I
(continued)

D. All teachers as a condition of employment shall either join the Association (NEA-MEA-Local) as agreed upon in Section C, or cause to be paid to the Association (NEA-MEA-Local) a representation fee equivalent to the dues and assessments as agreed upon by the Association. In the event the representation fee shall not be paid by the date set the Association, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher that he is not abiding by the terms of the Master Contract. The refusal of said teacher to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as a just and reasonable cause for termination of employment.

ARTICLE II-A

Teacher Rights

A. In addition to Act 379 of the Public Acts of 1965 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 the 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

Management Rights Clause

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

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

ARTICLE II-B
(continued)

- (2) To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching school activities, and the terms and conditions of employment;
- (6) To make and change policy not inconsistent with the terms hereof.

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

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.

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 principle of forty (40) hours 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.

ARTICLE III
(continued)

E. If a teacher is 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 - provided there will be no negotiations during the school day without the consent of the Superintendent.

F. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- (a) The Board will provide to all teachers for a full 12 month period, beginning October 1, one of the following monthly premiums for Michigan Education Special Services Basic and Major Med or Super Med health insurance protection:

\$26.85 - full family
\$19.50 - member and dependents (no spouse)
\$22.45 - member and spouse
\$11.80 - single subscriber

- (b) Persons not utilizing subsidy for health coverage shall be provided the amount of \$11.80 to be applied to one or more of the following options available through the Michigan Education Special Services Association:

1. Group term life insurance
2. Salary protection with life insurance
3. Separate major medical(\$500.00 deductible)

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>Elementary</u>
1. Teachers shall be at assigned place of duty not later than -----	8:05 a.m.	8:30 a.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 not leave before -----	3:40 p.m.	3:40 p.m.

On Friday 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 reasonably 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 in Article III, paragraph B of this contract.

ARTICLE V

Teaching Loads and Assignments

A. 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. (Whenever it is possible, supervised study periods should be assigned to the teacher who has the heavier class load and the longer period of service within the school system. The number of class preparations should also be given utmost consideration whenever study hall assignments are to be made.) 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 of their teaching assignment 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, and shall have the right to consult with the Principal concerning the assignment. 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 |

(continued on page 6)

ARTICLE VI

(continued)

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 -----	30 pupils
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 will undertake to implement all joint decisions as promptly as possible. The Board agrees at all times to keep the schools reasonably 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 Superintendent and Principals 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 promoting and of filling vacancies and new positions from within its own teaching staff, including promotions to supervisory levels. Whenever possible, the Board will publish a list of vacancies and new positions and qualifications for the same to the Association. Any teacher who shall meet the qualifications at the time the job begins may apply. 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. Such promotions shall be at the discretion of the Board.

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.

1. 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 1969-70 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.

ARTICLE IX
(continued)

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 medical doctor of its own choosing, such examination 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 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 to report unavailability for work one hour before they are to be at their assigned place of duty (Article IV).

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.

ARTICLE IX
(continued)

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 the Superintendent. 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, if the teacher is required by law to attend.
 4. Leaves not covered in accordance with the provisions in Articles IX and X will be subject to the following: The Board has agreed to pay any teacher involved with this article one-half the difference between his/her per day salary and the amount paid a substitute teacher.
 5. A teacher shall be released from regular duties, if properly delegated and with administrative permission, for the purpose of participating in district, regional, or state meetings of the Michigan Education Association and/or National Education Association workshops, conferences, and other activities.

ARTICLE X
(continued)

- A. 6. 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.
7. 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) years 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 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 (7th) 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 any such 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.

ARTICLE X
(continued)

- B. 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 and granted 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 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 (7) years may be granted sabbatical leave at the discretion of 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 (1/2) their annual salary rate for a full year's leave or one-quarter (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 permitted 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 is 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 discipline 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 appears to be emotionally disturbed, the concerned teacher shall report such student to the Superintendent or Principal. The Board shall see that the student be examined by a qualified physician or 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.

ARTICLE XII
(continued)

C. The Board will provide liability insurance to protect the teachers in case of suit against them for action or incidents occurring in the line of duty.

D. Any consistent and severe complaints directed to the administration by a parent of a student shall be promptly called to the attention of the teacher.

E. The auxiliary liability policy will cover liability within the limits of \$300,000.00.

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.

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.

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 or professional sanctions to discourage teachers from working in the absence of contract.

E. The Association recognizes that strikes, slowdowns and work stoppages (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 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 XIV

Grievance Procedures

A. Definitions:

1. A "grievance" is any alleged violation of the applications, 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.

ARTICLE XIV
(continued)

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 to 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 this 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 two (2) years until the 30th day of June, 1971. Contract may be reopened upon the approval of both parties. 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

By, _____
Chairman, Negotiations
Committee

By, _____
Member, Negotiations
Committee

SCHEDULE A

This salary agreement is for the school years 1969-70 and 1970-71.

SALARY SCHEDULE

<u>EXPERIENCE</u>	<u>INDEX</u>	<u>1969-70</u>	<u>1970-71</u>
0		\$6800	\$7300
1	1.04	7072	7592
2	1.08	7344	7884
3	1.13	7684	8249
4	1.18	8024	8614
5	1.23	8364	8979
6	1.29	8772	9417
7	1.34	9112	9782
8	1.39	9452	10,147
9	1.44	9792	10,512
10	1.50	10,200	10,950
11	1.55	10,540	11,315
18	1.60	10,880	11,680
25	1.65	11,220	12,045

Masters Degree \$500

BA / 20 \$250

SCHEDULE B

1969-1970

\$6800 Base - 1.55 Index

<u>ACTIVITY</u>	<u>PERCENT</u>
Head football coach	8%
Pre-Season	\$300
Varsity assistant	5%
Pre-Season	\$300
Head reserve coach	5%
Pre-Season	\$225
Reserve assistant	4%
Pre-Season	\$225
Freshmen football	2%
Head basketball coach	10%
Reserve basketball coach	6%
Freshmen basketball coach	3%
8th grade basketball	2%
7th grade basketball	2%
Golf coach	2%
Tennis coach	1%
Cross country coach	3%
B owling coordinator	2%
Athletci Director	\$200
Music Director	\$1,200
Debate coach	3%
Annual	3%
Forensics coach	2%
Cheerleaders' advisor	1%
Junior High Chorus	1%
GAA	1%
School newspaper	2%
Librarian	5%
Head track coach	6%
Assistant track coach	3%
7th & 8th grade track	2%
Dramatics	1% per play

It is agreed that SCHEDULE B will remain the same during the 1969-1970 school year, with said schedule being renegotiated for the 1970-1971 school year.

OFFICIAL
1969-70 SCHOOL CALENDAR

September 2, 1969	Tuesday	(9:00 a.m.) General Staff Meeting (10:15 a.m.) Principals' Meetings
September 3	Wednesday	Classes Begin
October 2 & 3	Thursday & Friday	M.E.A. Conference
October 17	Friday	End of 1st Marking Period (31 days)
November 26	Wednesday (3:10 p.m.)	End of 2nd Marking Period (28 days)
November 27 & 28	Thursday & Friday	Thanksgiving Vacation
December 19	Friday (3:10 p.m.)	Christmas Vacation
January 5, 1970	Monday	School Resumes
January 22	Thursday	End of 3rd Marking Period (29 days)
January 23	Friday	No School - Card Marking
March 6	Friday	End of 4th Marking Period (30 days)
March 26	Thursday (3:10 p.m.)	Easter Vacation
March 31	Tuesday	School Resumes
April 17	Friday	End of 5th Marking Period (28 days)
May 31	Sunday	Baccalaureate
June 1	Monday	Class Night
June 2	Tuesday	Commencement
June 4	Thursday	Last day of School (34 days)

(The above calendar represents 180 days of actual instruction.)