

1967-68

6/30/68

A G R E E M E N T

BETWEEN

THE BOARD OF EDUCATION

GLADWIN COMMUNITY SCHOOLS
Gladwin, Michigan

AND

THE GLADWIN EDUCATION ASSOCIATION

29 August, 1967

MEA
1216 Kendall
E. Lansing, Mich.
48823

~~ME~~
Gladwin Comm. Sch.

A G R E E M E N T

This agreement entered into this _____ day of _____, 1967 by and between the Board of Education of the Gladwin Community Schools, Gladwin, Michigan, hereinafter called the "Board" and the Gladwin Education Association, hereinafter called the "Association".

Witnesseth

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Gladwin is their mutual aim and that the character of such education depends on the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire memorialized,

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 all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or the hospitalized, attendance or truant officers, school nurses, special education teachers, employed or to be employed by the Board, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deductions 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 as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association in ten equal payments.

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 applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board 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 the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any term 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, or his institution of any grievance, complaint or proceeding under this or otherwise with respect to terms or conditions of employment.

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, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities in conformance with written board policies. Bulletin boards and other established media of communication shall be made available to the Association and its members in the teachers lounge.

D. 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 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.

ARTICLE III
PROFESSIONAL COMPENSATION

A. The salaries of the 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, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule. Any such request shall be honored by both parties.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, on/or about September 1 to on/or about June 1 during normal school hours. For extra work the teacher shall be entitled to appropriate additional professional compensation, at his established professional hourly rate.

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

D. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Deer Season opening day, and any other days designated by the Board.

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

F. A teacher shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

G. If a teacher has an accident while in the services of the Board, this will be covered by Workmens Compensation Insurance carried by the Board, provided that this is reported within seven days to the Board.

H. Salary payments shall be made every other Friday beginning with the second Friday of the School year in 26 equal payments. Deductions may be made once a month, as requested by the individual teacher.

I. Insurance Benefits: The Board of Education shall pay \$5.00 per month per teacher to a maximum of \$60.00 per year for insurance. Insurance to include hospital surgical, accident life, and annuity or savings type insurance. If a teacher does not desire any form of insurance no funds shall be made available by the Board of Education.

ARTICLE IV
Teaching Hours

A. The Board recognizes the principle of a standard forty-hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonable be complete within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside any school building.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period as can be arranged by the administration.

C. Elementary teachers will be provided a twenty-five (25) minute recess time per day. Teachers of music, art, laboratory sciences and physical education, Junior and High School teachers shall have one unassigned preparation period per day.

D. The teachers normal teaching hours will be as follows: School opens for teachers one half ($\frac{1}{2}$) hour before classes start and teachers will remain fifteen (15) minutes after classes are dismissed.

E. No teacher shall be expected to be at school on days when buses cannot run. Teachers may be called to attend meetings the afternoons on these days, providing road conditions are safe.

ARTICLE V
Teaching Loads and Assignments

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

B. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical and prior to June first. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI
Teaching Conditions

The parties recognize that availability of optimum school facilities is desirable for both student and teacher to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The primary obligation of the teaching profession is to guide children, youth and adults in the pursuit of knowledge and skills, to prepare them in the ways of democracy, and to help them to become happy, useful, self-supporting citizens. The ultimate strength of the nation, lies in the social responsibility, economic competence and moral strength of the individual American.

B. The members of the teaching profession share with parents the task of shaping each student's purposes and acts toward socially acceptable ends. The effectiveness of many methods of teaching is dependent upon co-operative relationship with the home.

C. The teaching profession occupies a position of public trust involving not only the individual teacher's personal conduct, but also the interaction of the school and the community. Education is most effective when these relationships operate in a friendly co-operative and constructive manner.

D. The members of the teaching profession have inescapable obligations with respect to employment. These obligations are nearly always shared employer-employee responsibilities based upon mutual respect and good faith.

E. The teaching profession is distinguished from any other occupations by the uniqueness and quality of the professional relationships among teachers. Community support and respect are influenced by the standards of teachers and their attitudes toward teaching and other teachers.

F. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered wherever possible.

G. The Board recognized that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving

the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

H. To relieve the teachers of the many administrative duties, the Board agrees to hire aides to assist in these administrative duties, if funds are available.

I. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

J. The Board shall make available in each school adequate lunch rooms, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for the use of the faculty as a lounge in which smoking shall be permitted.

K. Telephone facilities shall be made available to the teachers for their reasonable local use.

L. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association, and proceeds to be used for the existing Teachers Recreational Fund, and at no expense to the Board of Education.

M. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or ethical political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of attention of the Board, as provided by law, as long as it is not detrimental to the profession and/or community.

N. 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, 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.

O. Functions and Responsibilities of Teachers are:

1. Teaching: Be acquainted with and practice the best known teaching principles and techniques.
2. Guidance: Personally set high intellectual and moral standards to exemplify our teachings and teaching profession. Render such guidance that tends to strengthen the child's welfare.

P. To adequately enjoy the benefits of retirement, a teacher in this

school district shall retire at the age of 65. If a teacher becomes 65 during the teaching year, she shall be allowed to finish the year. A teacher may be asked to retire before 65, if the Board of Education considers, after examination by a competent medical doctor, at Board expense, that the teacher's health is such that he or she should best not be in the classroom.

Q. The Superintendent of Schools shall maintain an active list of qualified and available substitute teachers. Whenever possible, Substitute Teachers shall have the same professional qualifications and should possess a special Substitute Certificate (90-day certificate). Substitute teachers shall be paid at a per diem rate of twenty (\$20.00) dollars per day. If a substitute teacher must be hired to fill out the remainder of the school year, she shall be issued a contract, and be paid based upon her qualifications according to the salary schedule for the number of days remaining in the school year.

R. The school year shall be determined and announced by the Administration (subject to the approval of the Board of Education) in April for each ensuing school year. (See Schedule C)

S. Staff meetings: General meetings for all faculty members shall be held not more than once a month, to be held during the latter part of the school day, with early dismissal of the students. Building staff meetings will be held not more than twice monthly.

ARTICLE VII Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in the teachers lounge of each building. No vacancy shall be filled except in case of emergency or a temporary basis, until such vacancy shall have been posted for at least ten (10) days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purpose of this agreement shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude periods when the teacher was on leave of absence for any cause.

ARTICLE VIII

Transfers

A. Since the frequent transfer of teachers from one school to classroom to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. 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 under this agreement prior to such transfer to supervisory or executive status.

D. It is the policy of the administration to respect the wishes of teachers as to assignments in so far as possible.

E. If relocation of staff members becomes a necessity, it shall be the responsibility of the Superintendent of schools to effect such transfers with the co-operation of all parties concerned.

F. An equitable distribution of work among members is desired at all times.

ARTICLE IX
Leaves of Absence

A. At the beginning of each school year each teacher shall be credited with a twelve day sick leave allowance to be used for absences caused by illness or physical disability of the teacher and/or a member of the immediate family. The unused portion of such allowance shall accumulate from year to year without limitation.

The term "immediate family" shall be defined as to include spouse, children, father, mother, sister, brother, grandparents, father-in-law, mother-in-law, sister-in-law, and brother-in-law of the teacher. Addition may be included at the discretion of the Superintendent of Schools.

B. A teacher required to serve in the Armed Forces of his country shall be authorized leave without pay. Should he desire to return to the school district, he will be placed on a step of the salary schedule he would have retained had he remained in the school system. He shall be hired provided a vacancy exists and that he has notified the Board by March 15th. in writing.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the current school year. The teacher should notify the administration of his intentions to teach for the ensuing school year before June 1.

D. A teacher will not be granted pregnancy leave of absence with pay. The teacher may be requested to take a leave of absence on or before the sixth month of pregnancy in the event that this happens during the school year. The teacher may be allowed to teach longer in the event a qualified substitute cannot be secured. Teachers shall direct a letter to the Superintendent of Schools as soon as pregnancy is known.

E. After seven or more years service in the Gladwin Community Schools, a teacher who desires may take one year leave to further his education. A teacher, upon return from a sabbatical leave shall be restored to his former position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule.

F. Each teacher shall be allowed three days personal business leave per year which is in addition to sick leave. Personal-business leave may be allowed upon written application to the Superintendent and at his discretion. Exceptions: Day before or day after any holiday or vacation period.

G. A teacher will be granted a one year leave without pay prior to beginning of, or after, at conclusion of the school year to campaign for himself or serve in Public Office. Further extensions shall be granted at the will of the Board.

H. Teachers who are officers of the the local Association or are appointed to its staff should, upon proper written application, be given leave of absence for the purpose of performing duties for the local Association. Such absence shall not be included in the business or in the sick leave days as described herein (Sections A and E above).

ARTICLE X
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. The use of surveillance devices shall be prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel 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 a representative of the Association when he is being officially disciplined, reprimanded, or warned for any infraction of discipline or delinquency in professional performance. When a request for such representative is made, no action shall be taken to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth.

E. A teacher or administrator considered for employment by this school district shall meet minimum certification requirements as set forth by the State of Michigan, Department of Public Instruction and be able to provide a current certificate indicating their qualified field of endeavor.

F. The professional staff shall be able to meet high health standards, including a health examination prior to initial employment at Board expense, a chest x-ray every year at the teachers expense and such other health examinations deemed necessary by the Board of Education at Board expense.

G. Teachers are expected to comply with rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens

physical safety or well-being or is professionally demeaning.

H. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. An ethics Committee, as formed by the Association shall meet on a need basis to determine abuses of the Code of Ethics.

I. The Association recognizes that abuses of sick leave or other leaves, 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. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XI Protection of Teachers

A. Since the teachers authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board or its designated representative will take reasonable steps to relieve the teacher of responsibility with respect to such pupil.

B. Any case of assault upon a teacher, or if any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student 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 suit or action taken against a teacher, and the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

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

D. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital.

E. Any reasonable complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention by the administration.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and properly, but shall not be individually liable, except in the case of neglect of duty, for any damage or loss to person or property.

ARTICLE XII

Negotiation Procedure

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subjected to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to co-operate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety 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 either may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIII
Grievance Procedure

A. Definitions:

1. A "grievance" is a complaint based upon apparent wrongs or inequities involving the interpretation and application of the provisions of this Agreement.
2. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
3. The term "days" shall mean days school is in session.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained shall be construed as limiting the right of any teacher with a problem to discuss the matter informally with the appropriate member of the administration.

C. Structure:

1. There shall be one Association Representative assigned to each school to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Committee of three (3); one (1) from the Elementary School, one (1) from the Intermediate School, and one (1) from the High School; members which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the Professional Committee is a party in interest to any grievance, he shall disqualify himself and a temporary substitute shall be named by the Association.

D. Procedure:

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits may be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

--1.-- Step One

A teacher with a problem shall discuss it with his immediate supervisor or principal: (a) individually or (b) together with his Association Representative, with the objective of resolving the matter informally.

2. Step Two

In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

(a) A grievance may be lodged and thereafter discussed with the principal:

- (1) by a teacher accompanied by an Association representative;
- (2) through an Association representative if the teacher so requests;
- (3) by an Association representative in the name of the Association.

(b) The written grievance (a) should be specific. They should name and be signed by the employee(s) involved. They should contain a statement of the facts upon which the grievance(s) is/are based, with respect to wages, hours, and other terms and conditions of employment, and should state the remedy requested.

(c) Within five (5) school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the teacher(s) and one (1) copy to the Professional Committee.

3. Step Three

In the event that the aggrieved person is not satisfied within five (5) days of receipt of the grievance, the Professional Committee shall decide whether or not there is a legitimate grievance. If the Professional Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Professional Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within five (5) days from receipt of the grievance, the Superintendent shall render a decision as to the solution.

4. Step Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent of Schools, he may refer the grievance through the Professional Committee, to the Board of Education. Within ten (10) days from receipt of the written referral by the Board, the Board shall meet with the Professional Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

5. Step Five

In the event the grievance is not satisfactorily resolved at Step Four, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

E. Rights to Representation:

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLES XIV
Teacher Tenure

A. Tenure provides a way in which an adequate teaching staff may be secured, developed and retained. Its use provides an acceptable method for securing good teachers and dismissing undesirable teachers. Tenure implies a careful selection of teachers, a thorough evaluation of teaching service prior to and during employment and a method for removal of a teacher for a valid cause.

B. On August 28, 1964, resolutions were adopted by the Board of Education formally adopting tenure for this school district. All teachers and administrators shall be employed without administrative tenure in accordance with the provisions of the Michigan Tenure Act, as amended, and all contracts shall indicate that administrators do not have tenure as administrators.

C. All teachers employed by the Board of Education, GLADWIN COMMUNITY SCHOOLS, shall not have tenure for all extra duties for which extra compensation is paid.

D. The Board of Education, GLADWIN COMMUNITY SCHOOLS has the right to grant a third year of probation, if it decides for any teacher, and for the best interests of the teacher, and the children of the community as recommended by the Superintendent of Schools. Any teacher granted a third year of probation, shall receive in writing, sixty (60) days prior to contract time, a notification to this effect, and a copy of this letter shall be forwarded to the State Tenure Commission.

E. All teachers shall serve probationary periods in this school district as follows:

1. New teachers, without prior experience, or hired from States without tenure --- two (2) years probationary period, with provisions for the third year of probation.
2. Teachers with prior experience in Michigan and other states under tenure --- one (1) year probation, with provisions for one additional year as indicated above.

ARTICLE XV
Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report the unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector advice shall be used in any investigations of any teacher or pupil.

C. 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.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. 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.

F. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board

G. 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 of the law, but all other provisions or applications shall continue in full force and effect.

H. Salary payments are made on every other Friday beginning with the second Friday in September. Salary payments are made on a ten (10) or twelve (12) month basis. Twenty-six (26) equal payments are made. Deductions may be made once a month, and the last check will show the total deductions. The balance is divided equally and paid every other Friday.

I. Lesson plans for at least a week in advance should be outlined briefly in the Teachers Plan Book, a copy of which is furnished each teacher. The plan book is only a guide, but provides direction, for yourself or a substitute teacher. It is recommended that on each Friday the next week's plan of instruction be recorded in the plan book.

J. Your daily program should be filed with your Building Principal. It should be approved the first week of school.

K. The C.A.-39, Cumulative Folder is provided for each child in all grades. The C.A.-60 is being prepared for Kindergarten. New students entering our system for the first time should have one prepared by the Elementary or High School Office. The health record which is a part of the C.A.-39 should be filled out for each child. The teacher should initial that portion of the health record following a simple examination. This folder also contains the scholastic work of the student. Children in the 3rd through the 8th grades should have an IQ recorded. Information about the family should be recorded. If a student does an outstanding piece of work, this should be recorded on a sheet of paper and placed in the file. In summary, this folder contains much information that is very valuable to the teacher in noting weakness and strength of each student.

L. Each teacher in the Kindergarten through 8th grade is provided with an Attendance and Summary Record which must be kept accurately. Master your attendance procedure at once and keep your records daily. Attendance reports are due periodically. If in doubt, consult your building principal.

M. Report cards are distributed every six or seven weeks. The first report period should include the weight and height of your pupils. The last report should also include the height and weight. If a student is doing failing work, the parent should be notified or indicate reason for failure on the blank spaces on the report card for that marking period. The report cards are distributed on Wednesday of the week following each six week period and should be returned by Friday of that week.

N. It is a good idea to discuss the matter of grades for pupils. It shall be the wish of your Superintendent that children be graded on the following basis rather than on an unfair basis. It is understood that not all pupils shall get A's and a like percent receive E's nor should all the children receive C's.

Average ability and average work should insure a pupil a C.

Above average ability and above average work should insure a pupil a B.

Superior work should insure a student an A.

Below average work should insure a pupil a D.

Failing to complete assigned work because of illness, continued absence, or just plain neglect should insure a student an INC. (to be filled in pencil and later graded, based upon completion or non-completion of work).

The common expression of parents is, "The teacher Johnny had last year gave him all A's and this year he's just plain lucky to receive C's". This is an unfair method of grading and I believe that it serves as an injustice to Johnny's teacher this year because the teacher last year might have thought he was a nice boy and gave him all A's. We all grade pupils on their achievement and not on their Citizenship habits or other characteristics. It shall be the policy of this school district to give pupils grades based upon achievement and not for other reasons. Teachers are asked to co-operate.

O. Keep subject matter fresh and related to contemporary life. The teachers should be well-informed of the local community, and state and the nation. Bring the community into your classroom and you will have a well-informed class of pupils.

P. Requisition supply forms are available from your building principal. These will be prepared on Friday and given to your Principal. Your principal will fill your requisition form and distribute your requests on Monday morning. Common supplies are available such as construction paper, thumb tacks, paper clips, scotch tape, etc. Principals will retain the requisition form on file until the end of the school year, then destroy them. Teachers desiring supplies not normally available contact the Superintendent.

Q. Film strip request forms are available from your building principal. Teachers may request film strips one week in advance. Each teacher has a catalog of film strips available in the film library. The film strip projector may be available to the teachers for one hour only. A time schedule is posted in the office of each school. Teachers will reserve time on this schedule. If no other teacher is scheduled to use the projector a teacher may have the projector longer if necessary. Film strips should be previewed before showing. Film strips should not be used as entertainment, but should have a meaningful expression to the pupils. If the projector becomes inoperative, contact the building principal. Please do not attempt to make repairs, just report it.

R. The Superintendent issues a bulletin each Monday to all teachers. The bulletin carries announcements and items of general information. Teachers should read the bulletin at the time that they receive it and mark items that you are required to have accomplished that day or the next day. The bulletin is issued from the main office to accomplish many administrative details and the co-operation of each teacher is needed to accomplish the desired detail. Please

read your bulletin when you receive it. Certain details may be read to the pupils. It is a good policy to discuss the bulletin with your pupils.

S. The Superintendent is available at any time. If you have a matter you would like to discuss with him, please leave word with your Principal.

T. It is impossible to cover all matters of routine in this brief outline. It is the responsibility of the teacher to become familiar with the details of the school system. The teacher should feel free to go to the Principal or someone in authority for information.

U. Manuals and teachers guides are provided. If you do not have one, please contact your building Principal. Teachers are expected to study the guides and follow the methods and plans as presented.

V. In case a teacher becomes ill, please call your building Principal. A substitute will be secured and will be instructed to teach for you until you notify the Principal and the substitute that you plan to return.

W. Principals are responsible for developing policies in their own school. Teachers should acquaint themselves with the policies and should co-operate in their execution. A copy of the building policy should be sent to the Superintendent's Office for file. Principals shall work with the teachers in developing building policies and such policies shall be approved by a majority of the teachers in that building. Stimulate pupils to make projects that can be displayed on the bulletin board or in the showcase of your school. Let such work be the pupil's work with a minimum of suggestion from the teacher.

X. Parent-Teacher conferences are held twice during each school year. The first conference is held during the middle of October and the second in the last week of April. Encourage your pupils to have their parents participate. Individual conferences last only about ten or fifteen minutes, but are worthwhile.

Y. A cafeteria is maintained in each school. Students always pay in advance, generally on Friday for the next week. The meals cost twenty-five cents or \$1.25 per week. High School meals cost thirty cents or \$1.50 per week. Teachers pay thirty-five cents or \$1.75 per week.

Z. The State Law of our State requires fire drills at least once a month. Do not neglect this. Use judgement about this. It seems desirable to have fire drills more often in the fall when the weather is good. Do not be too strict in carrying out the letter of the law in zero weather or when there is great danger of exposing children to inclement weather. A plan as to how students leave the building during a fire drill will be explained by your building Principal.

AA. If you have any students that are not attending school regularly and you are quite sure they are not ill, please report the name of the child, the name of the parent or guardian, the address, etc., to your building Principal.

ARTICLE XVI
Termination Clause

This Agreement shall become effective as of 1 July 1967, and shall continue in full force and effect until Midnight, 30 June 1968. This Agreement shall not extend, by written or oral agreement, beyond the Termination Date. It is the intent of the Negotiations Committees that they will work toward a contract term of two (2) or more years at the conclusion of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, all as of the day and year first above written.

NEGOTIATIONS COMMITTEE FOR
THE BOARD:

BOARD OF EDUCATION OF
GLADWIN COMMUNITY SCHOOLS

Delmar Weldon

By _____
Walter Conner
Its President

Donald Kehoe

And By _____
Donald Kehoe,
Its Secretary

NEGOTIATIONS COMMITTEE FOR
THE ASSOCIATION:

GLADWIN EDUCATION ASSOCIATION

Stanley Smith

By _____
Ray Marcy
Its President

Ray Marcy

And By _____
Nancy Nash
Its Secretary

SCHEDULE A

1967 -68 SALARY SCHEDULE

GLADWIN COMMUNITY SCHOOLS, GLADWIN, MICHIGAN

<u>Years</u>	<u>90-120 Hrs.</u>	<u>Percent</u>	<u>BS</u>	<u>MS</u>	<u>Specialist</u>
0	5000	(4%)	6050	6350	6650
1	5100	(4%)	6292	6604	6919
2	5200	(4%)	6544	6868	7193
3	5300	(4%)	6806	7143	7481
4	5400	(4%)	7078	7429	7780
5	5500	(4%)	7361	7726	8091
6		(4%)	7655	8035	8415
7		(4%)	7961	8356	8752
8		(4%)	8279	8690	9102

- I. It is the policy of the Board of Education, so far as its' financial resources permit, to maintain a salary schedule which will attract and retain certified and competent teachers.
- II. Teachers hired from outside of this School District will be allowed ~~full~~ credit for previous teaching experience provided said teacher will not be paid more than a teacher in the system for a like number of years of experience.
- III. Contract salaries are to be written on or about March 15th of each school year. Credit hours earned on or about that date will serve as a basis for the contract. Salaries to be adjusted to meet the Salary Schedule on 1 September of each school year.
- IV. Teachers employed for longer time than the normal school day and school year will be paid that fractional part of the salary.

(29 August 1967)

SCHEDULE A-1

<u>EXTRA - PAY - SCHEDULE</u>	<u>1967-68</u>	<u>OF BASE</u>
Attendance Officer		6%
Band Director		8%
Class Sponsor:		
1 - 12th. Grade		4%
1 - 11th. Grade		1%
1 - 10th. Grade		1%
1 - 9th. Grade		1%
Elementary Librarian		6%
Club Sponsor (10)		1%
Debate Advisor		4%
Safety Patrol Supervisor		3%
School Plays		2% each
Student Council Advisor		3%
Athletic Director		8%
Head Football		9%
Assistant Football.		7%
Head Basketball		9%
Assistant Basketball.		7%
Freshman & Jr. High Basketball.		6%
Head Track		6%
Head Baseball, Cross-Country and Golf.		5%
Assistant Minor Sport		4%
Cheerleader Advisor		4%

SCHOOL CALENDAR
1967 - 1968

Opening of School

For Teachers - Friday, September 1, 1967
For Students - Tuesday, September 5, 1967

Labor Day

Labor Day, Monday September 4, 1967 - No School

Michigan Education Association

School Closes, Wednesday, October 25, 1967 at the regular time
School Opens, Monday, October 30, 1967 at the regular time

Thanksgiving Vacation

School Closes, Wednesday, November 22, 1967 at the regular time
School Opens, Monday, November 27, 1967 at the regular time

Christmas Vacation

School Closes, Friday, December 22, 1967 at the regular time
School opens, Tuesday, January 2, 1968 at the regular time

Semesters

First Semester ends, Friday, January 19, 1968 (no school - Record Day)
Second Semester begins, Monday, January 22, 1968 at the regular time

Easter Vacation

School Closes, Thursday, April 11, 1968 at the regular time
School Opens, Tuesday, April 16, 1968 at the regular time

Memorial Day

Memorial Day, Thursday, May 30, 1968 - No School

Close of School

Second Semester ends, Friday, May 31, 1968.

(August 8, 1967)