

Gladwin 12  
8/15/72

# MASTER AGREEMENT

1970-71

MEA  
1216 Candale  
E. Land., Mi. 48823

GLADWIN  
COMMUNITY  
SCHOOLS

8/25/71 - 8/15/72

Gladwin Comm Sch.



## TABLE OF CONTENTS

### Article

	<b>Introduction</b>	
I.	Recognition -----	2
II.	Association and Teachers Rights -----	3
III.	Rights of the Board -----	5
IV.	Professional Fees or Dues and Payroll Deductions -----	6
V.	Teaching Hours and Class Load -----	8
VI.	Special Student Program -----	10
VII.	Teaching Conditions -----	11
VIII.	Department Chairman -----	13
IX.	Professional Qualifications and Assignments -----	14
X.	Vacancies, Promotions and Transfers -----	15
XI.	Illness or Disability -----	16
XII.	Professional and Personal Business -----	17
XIII.	Sabbatical Leave -----	19
XIV.	Unpaid Leaves of Absence -----	20
XV.	Academic Freedom -----	21
XVI.	Teacher Evaluations -----	22
XVII.	Professional Behavior -----	24
XVIII.	Professional Improvement -----	25
XIX.	Maintenance of Standards -----	26
XX.	Reductions in Personnel and Annexations and Consolidations of Districts -----	27
XXI.	Continuity of Operations -----	28
XXII.	School Calendar -----	29
XXIII.	Professional Compensation -----	30
XXIV.	Insurance Protection -----	31
XXV.	Special Teaching Assignments -----	32
XXVI.	Student Discipline and Teacher Protection -----	33
XXVII.	Instructional Council -----	35
XXVIII.	Student Rights -----	36
XXIX.	Professional Grievance Procedure. -----	37
XXX.	Negotiation Procedure -----	39
XXXI.	In-Service Professional Education -----	41
XXXII.	Miscellaneous Provisions -----	42
XXXIII.	Duration of Agreement -----	43
Appendix A	School Calendar, 1970-71 -----	44
Appendix B	Teacher Salary Schedule, 1970-71 -----	45
Appendix B-1	Additional Compensation for Extra Duties -----	46
Appendix C-1	Grievance Report Form -----	47

MASTER AGREEMENT

GLADWIN BOARD OF EDUCATION AND GLADWIN EDUCATION ASSOCIATION

This agreement is entered into this 2nd day of September, 1970 by and between the Board of Education of the Gladwin Community Schools, Gladwin, Michigan, hereinafter called the "Board", and the Gladwin Education Association, a voluntary, unincorporated association or a Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" the signature shall be the sole parties to this agreement.

WITNESSETH

WHEREAS the Board and 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 may be called on 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, term and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I

Recognition

1. The Board hereby recognizes the Association as the sole and  
2. exclusive bargaining representative for all certificated or  
3. professional personnel whether under contract, on leave, or on a  
4. per diem, hourly or class rate basis, employed or to be employed  
5. by the Board. Such representation shall cover all personnel assigned  
6. to newly created professional positions unless the parties agree  
7. in advance that such positions are principally supervisory and  
8. administrative. Such representation shall exclude Superintendent,  
9. Assistant Superintendents, Director of School and Community Rela-  
10. tions, Principals, Assistant Principals, Business Manager and any  
11. other person engaged fifty percent of the time in the direct  
12. administration and supervision of professional personnel. The term  
13. "Teacher" when used hereinafter in the Agreement shall refer to all  
14. professional employees represented by the Association in the bargain-  
15. ing or negotiating unit as above defined, and references  
16. to male teachers shall include female teachers.

1. The Board agrees not to negotiate with or recognize any teachers'  
2. organization other than the Association for the duration of this  
3. Agreement.



## ARTICLE II

### Teacher Rights

- A. 1. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby  
2. agrees that every employee of the Board shall have the right freely  
3. to organize, join and support the Association for the purpose of  
4. engaging in collective bargaining or negotiation and other concerted  
5. activities for mutual aid and protection. As a duly elected body  
6. exercising governmental power under the color of the law of the  
7. State of Michigan, the Board undertakes and agrees that it will not  
8. directly or indirectly discourage or deprive or coerce any teacher  
9. in the enjoyment of any rights conferred by Act 379 or other laws  
10. of Michigan or the Constitutions of Michigan and the United States;  
11. that it will not discriminate against any teacher with respect to  
12. hours, wages or any term or condition of employment by reason of  
13. his membership in the Association, his participation in any activities  
14. of the Association or collective professional negotiations with the  
15. Board, or his institution of any grievance, complaint or proceeding  
16. under this or otherwise with respect to terms or conditions of  
17. employment.
- B. 1. Nothing contained herein shall be construed to deny or restrict to  
2. any teacher rights he may have under the Michigan General School Laws,  
3. or applicable civil service laws and regulations. The rights granted  
4. to teachers hereunder shall be deemed to be in addition to those  
5. provided elsewhere.
- C. 1. The Association and its representatives shall have the right to  
2. to use school buildings at all reasonable hours for meetings,  
3. provided that when special custodial service is required, the Board  
4. may make a reasonable charge therefor. No charge shall be made for  
5. use of school rooms before the commencement of the school day or  
6. until 6:00 p.m.
- D. 1. Duly authorized representatives of the Association and their  
2. respective affiliates shall be permitted to transact official  
3. Association business on school property at all reasonable times,  
4. provided that this shall not interfere with or interrupt normal  
5. school operations.
- E. 1. The Association shall have the right to use School facilities and  
2. equipment, including typewriters, mimeographing machines, and all  
3. type of audio-visual equipment, calculating machines and duplicating  
4. equipment at reasonable times, when such equipment is not otherwise  
5. in use. The Association shall pay for the reasonable cost of all  
6. materials and supplies incident to such use.
- F. 1. The Association shall have the right to post notices of activities  
2. and matters of Association concern on teacher bulletin boards, at least  
3. one of which shall be provided in each school building. The Association  
4. may use the district mail service and teacher mail boxes for comm-  
5. unications to teachers.

- G. 1. The Board agrees to furnish to the Association in response  
2. to reasonable requests all available information concerning the  
3. financial resources of the district, including but not limited to:  
4. annual financial reports and audits, register of certificated per-  
5. sonnel, tentative budgetary requirements and allocations (including  
6. County Allocation Board budgets, agendas and minutes of all Board  
7. meetings, Treasurer's Reports, census and membership data, names and  
8. addresses of all teachers, SALARIES PAID THERETO AND EDUCATIONAL  
9. BACKGROUND, AND such other information as will assist the Association  
10. in developing intelligent, accurate, informed and constructive  
11. programs on behalf of the teachers and their students, together with  
12. information which may be necessary for the Association to process  
13. any grievance or complaint.
- H. 1. The Board may consult with the Association on any new or  
2. modified fiscal, budgetary or tax programs, construction program, or  
3. major revision of educational policy, which are proposed or under  
4. consideration and the Association may be given opportunity to advise  
5. the Board with respect to said matters prior to their adoption and/or  
6. general publications.
- I. 1. The teachers shall be entitled to full rights of citizenship and  
2. no religious or political activities of any teacher of the lack  
3. thereof shall be grounds for any discipline or discrimination with  
4. respect to the professional employment of such teacher. Consistent  
5. with the Code of Ethics of the Education Profession, the private and  
6. personal life of any teacher is not within the appropriate concern  
7. or attention of the Board.
- J. 1. The provisions of this agreement shall be applied without regard  
2. to race, creed, religion, color, national origin, age, sex, or  
3. marital status. Membership in the Association shall not be denied  
4. to any teacher because of race, creed, sex, marital status or national  
5. origin.
- K. 1. The rights granted herein to the Association shall not be  
2. granted or extended to any competing labor organization.
- L. 1. The Board shall place on the Agenda of each regular Board meeting as  
2. as the first item for consideration under "New Business" any matters  
3. brought to its consideration by the Association so long as those matters  
4. are made known to the Superintendent's office by 4 o'clock of the  
5. Thursday evening prior to the regular meeting.



ARTICLE III

Right of the Board

1. The Association recognizes certain rights and respon-
2. sibilities as belonging finally to the School, and its Board
3. of Education and administration. Those rights and responsibilities
4. include the right to hire; to direct the teaching force; to deter-
5. mine the number of teachers who shall be employed by the School;
6. to determine the qualifications necessary for promotion or
7. demotion or transfer or reassignment of teachers; to discipline,
8. suspend, demote and discharge teachers for cause in accord with
9. this contract and Michigan laws; to require teachers to observe
10. School rules and regulations; to determine the number and location
11. of school buildings; the type of such buildings, and the cost of such
12. buildings, to establish the grade system to be used within the School,
13. the qualifications necessary for the student to advance from grade to
14. grade and to graduate; to determine the curriculum to be taught in
15. school; together with textbooks or other materials which may be used
16. in the educational processes; to determine the scheduling of classes
17. the hours of instruction, and all other rules and regulations with
18. regard to the conduct of pupils whether on or off school premises
19. insofar as the school deems it necessary and appropriate; and any
20. and all powers and authorities granted to the school by the legi-
21. slature of this State, The Constitution of this State, or by
22. Congress of the United States, or the Constitution of the United
23. States.

## ARTICLE IV

### Professional Dues or Fees and Payroll Deductions

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which shall be in the amount of \$121.00 for the school year 1970-71, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth of such Dues from twenty regular salary check of the teacher beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be one-twentieth of such dues for each pay period worked.

B. Any contract teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association. Provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the above paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the above paragraph, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non compliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in processing of charges agrees not to discriminate between various persons who may have refused to pay Professional Dues and/ or Representation Benefit Fee.



ARTICLE IV

Professional Dues or Fees and Payroll Deductions

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

F. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or actions, subject however, to the following conditions:

The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

## ARTICLE V

### Teaching Hours and Class Load

1. Teachers shall be required to report for duty thirty minutes
2. (30) before the opening of the students regular school day in the
3. morning and shall be in their classrooms ten minutes (10) prior to
4. the tardy bell. Teachers are expected to remain in the building
5. fifteen minutes (15) after the close of the pupils school day. All staff
6. members are encouraged to remain for a sufficient period of time
7. after school to give additional help to students desiring assistance and
8. to attend to other matters which properly require attention at that
9. time. On Fridays or on days preceding holidays or vacations, the
10. teacher's day shall end at the close of the pupil's day.

1. The normal weekly teaching load in the junior and senior high
2. school will be twenty-five (25) teaching periods and five (5)
3. unassigned preparation periods or not to exceed 27 1/2 hours of
4. pupil contact per week. Assignment to a supervised study period shall
5. be considered a teaching period for purposes of this Article. The
6. normal weekly teaching load in the elementary schools will be
7. thirty (30) teaching periods or not to exceed 5 3/4 hours of pupil
8. contact per day and not to exceed 28 3/4 hours of pupil contact
9. per week. The administration will attempt to assign newly-employed,
10. inexperienced teachers to the lowest class size at their teaching
11. level.

1. All teachers shall be entitled to a duty-free uninterrupted
2. lunch period of at least thirty (30) minutes.

1. Elementary teachers will be provided two (2) twenty (20)
2. minute recess periods each day. Elementary teachers will be relieved of
3. duty during these recess periods. Elementary teachers shall remain with
4. their students during periods of instruction in Art, Music and
5. Physical Education at the option of the Enrichment Teacher.

1. Teachers of music art and the laboratory sciences, librarians,
2. speech therapist, reading consultants, visiting teachers, counselors
3. and all special education teachers shall be provided with relief and
4. preparation time to the same extent as other teachers in the district.

1. If a teacher shall teach more than the normal teaching load as
2. set forth in this Article, he shall receive additional compensation
3. at \$7.00 per period for each period he is substituting. Further-
4. more, if he takes one (1) additional class above his normal load for
5. the semester, he will be compensated at 1/6 of his annual salary.
- 6.
- 7.



V cont'd.

1. Three (3) preparations is the maximum recommended load for each
2. teacher in grades 7 through 12. If more than three preparations
3. are necessary, it will be agreed to by the teacher, principal, and
4. Association. Each teacher will be encouraged to assume at least one
5. extra curricular activity or supervisory assignment when requested
6. which is not part of the extra pay reimbursement policy.

## ARTICLE VI

### Special Student Program

1. The parties recognize that children having special physical,
2. mental and emotional problems may require specialized classroom
3. experience and that their presence in regular classrooms may
4. interfere with the normal instructional programs and place extra-
5. ordinary and unfair demands upon the teacher. Teachers believing
6. that such students are assigned to their classrooms may request
7. their transfer and shall present arguments for such request to the
8. Joint Instructional & Personnel Policies Council, whose decision
9. will be final. Special attention will be given to reducing class
10. size where special students are placed in the regular classroom of
11. a newly-employed, inexperienced teacher without prior approval of
12. the Association

## ARTICLE VII

### Teaching Conditions

- A. 1. The parties recognize that availability of optimum school  
2. facilities is desirable for both student and teacher to insure the  
3. high quality of education that is the goal of both the teacher  
4. and the Board. It is also acknowledged that the primary duty and  
5. responsibility of the teacher is to teach, and that the organization of  
6. the school and the school day should be directed at insuring  
7. that the energy of the teacher is primarily utilized to this end.
- B. 1. Because the pupil-teacher ratio is an important aspect of an  
2. effective education program, the parties agree that class size  
3. should be reduced wherever possible.
- C. 1. The Board recognizes that appropriate texts, Library reference  
2. facilities, maps and globes, laboratory equipment, audio-visual  
3. equipment, art supplies, athletic equipment, current periodicals  
4. standard test and questionnaires and similar materials are the tools  
5. of the teaching profession. The teachers and administration will meet  
6. from time to time for selection and improvement of teaching tools.
- D. 1. The Board and Association mutually recognize the importance  
2. of continuous use of adequate teaching reference material in maintaining  
3. a high level of professional performance in furtherance of that  
4. recognition, the Board will attempt to provide a teacher reference  
5. library in each school in the district and include therein all  
6. text which are reasonably requested by the teachers of that school.
- E. 1. The Board agrees to make available in each school typing and  
2. duplicating facilities to aid teachers in the preparation of  
3. instructional materials.
- F. 1. The Board will Attempt to provide:  
2. A separate desk for each teacher in the district with a lockable  
3. drawer space.  
4. Suitable closet space for each teacher to store coats, overshoes  
5. and personal articles.  
6. Adequate chalkboard space in every classroom.  
7. Copies, exclusively for each teacher's use, of all text used in  
8. each of the courses he is to teach.  
9. A complete and unabridged dictionary in every classroom.  
10. Adequate storage space in each classroom for instructional materials



ARTICLE VII Cont'd

- F. 11. Adequate attendance books, paper, pencils, pens, chalk, erasers  
12. and other material required in daily teaching responsibility.
13. Gym uniforms for physical education teachers, smocks for art  
14. and home economics teachers, laboratory coats for laboratory science  
15. teachers, shop coats for vocational and industrial education teachers.
- G. 1. To relieve teachers of clerical, cafeteria, patrol and bus duty,  
2. the Board agrees to engage aides. The aides will be responsible to  
3. the teacher or teachers to whom they are assigned and will handle  
4. patrol duties, inventorying of supplies and equipment, duplication  
5. of teaching materials, operating audio-visual equipment, collecting  
6. monies for milk and lunch, and similar non-professional responsibilities.  
7. The teacher shall periodically conduct evaluations of aides and turn  
8. reports over to the building principal in writing. No aide shall  
9. perform any instructional activity.
- H. 1. The Board shall make available in each school adequate restrooms  
and lavatory facilities exclusively for teachers 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
- I. 1. The Board shall provide a telephone in the teacher's lounge  
2. in each building for teacher use. These telephones shall be listed  
3. in the name of the G.E.A. and the Board shall reimburse the G.E.A.  
4. for the regular monthly service charge excluding all long distance toll  
5. charges.
- J. 1. In schools where continuous cafeteria service for teachers is not  
2. available, vending machines shall be installed at the request of the  
3. Association. The proceeds are to be used for the respective G.E.A.  
4. Building Lounge Funds. There will be no cost to the Board of Education.
- K. 1. Adequate off-street parking facilities shall be provided, and  
2. properly maintained.
- L. 1. Teachers shall not be required to work under unsafe or hazardous  
2. conditions or to perform task which endanger their health and well-being.
- M. 1. Under no conditions shall a teacher be required to drive a school  
bus as part of his regular assignment.

ARTICLE VIII

Department Chairman

1. The teachers in any department at the junior high school or
2. MIDDLE SCHOOL or senior high school level may each year select from
3. among their **numbers** a department chairman. In those departments of
4. a school having less than five members, a department chairman may
5. be **selected** among all teachers in similar departments in the district.
6. The department chairman shall exercise the coordination of pro-
7. grams and materials and shall serve as instructional liaison between
8. the teachers of the department and the school administration. Such
9. chairman shall not be considered a supervisory employee.

## ARTICLE IX

### Professional Qualifications and Assignments

- A. 1. No new teacher shall be employed by the Board for a regular  
2. teaching assignment who does not have a Bachelor's Degree from an  
3. accredited college or university, and a provisional or permanent  
4. certificate. Provided that a fully qualified teacher is not available  
5. and has not been located by August 1, then position will be filled  
6. for one (1) year period with the best qualified degree candidate  
7. available who hold a valid teaching certificate. It shall be the  
8. teacher's responsibility to present a valid certificate as a  
9. condition of employment no later than the end of the second week  
10. in September. Any teacher failing to present a valid certificate  
11. or proof of certification may be suspended from duty.
- B. 1. Teachers shall not be assigned outside the scope of their teaching  
2. certificates and their major and minor fields of study except  
3. temporarily and for good cause, and the Association shall be so  
4. notified in each instance, along with written statement of reasons for  
5. such misassignment. The teacher must agree to the arrangement.
- C. 1. All teachers shall be given written notice of their assignment  
2. for the forthcoming year no later than the preceding fifteenth day  
3. of June. In the event that changes in such assignments are proposed,  
4. all teachers affected shall be notified promptly and consulted.  
5. In no event will changes in teacher's assignments be made later than  
6. the 15th day of August preceding the commencement of the school year,  
7. unless an emergency situation requires same, and the Association  
8. shall be so notified in each instance.
- D. 1. Any assignment in addition to the normal teaching schedules  
2. during the regular school year, including adult education courses,  
3. driver education, extra duties enumerated in Appendix B, and summer  
4. school courses, shall not be obligatory, but shall be with the  
5. consent of the teacher. Qualifications being equal, preference in  
6. making such assignments will be given to tenure teachers regularly  
employed in the district.



ARTICLE X

Vacancies, Promotions, and Transfers

- A. 1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.  
2. Requests by a teacher for a transfer to a different class,  
3. building, or position shall be made in writing, ON FORMS FURNISHED  
4. BY THE BOARD, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the school,  
5. grade or position sought, and the applicant's academic qualifications.  
6. Such requests shall be renewed once each year to assure active consideration by the Board.  
7.
- B. 1. The Association recognizes that when vacancies occur during  
2. the school year it may be difficult to fill them from within the  
3. district without undue disruption to the existing instructional  
4. program. If the superintendent in his reasonable judgment so  
5. determines, such a vacancy may be filled on a temporary or tentative  
6. basis until the end of the current SEMESTER at which time the position  
7. will be considered vacant.
- C. 1. The Board declares its support of a policy of filling vacancies  
2. and new positions, including supervisory positions, from within  
3. its own teaching staff. Whenever a vacancy or new position arises  
4. or is anticipated, the superintendent shall promptly post notice  
5. of same ON A BULLETIN BOARD IN EACH SCHOOL BUILDING FOR NO LESS THAN  
6. TWO WEEKS BEFORE THE POSITION IS FILLED AND NOTIFY THE ASSOCIATION.  
7. VACANCIES SHALL BE FILLED ON THE BASIS OF EXPERIENCE, PREPARATION,  
8. COMPETENCY AND OTHER QUALIFICATIONS OF THE APPLICANT. AN APPLICANT  
9. WITH LESS OR NO SERVICE IN THE DISTRICT SHALL NOT BE AWARDED SUCH  
10. POSITION UNLESS HIS QUALIFICATIONS SHALL BE SUBSTANTIALLY SUPERIOR.  
11. An involuntary transfer will be made only in case of emergency or  
12. to prevent undue disruption of the instructional program. The  
13. superintendent shall notify the affected teacher and the Association  
14. of the reasons for such transfer. If the teacher objects to such  
15. transfer for the reasons given, the dispute may be resolved through  
16. the professional grievance procedure.
- D. 1. Any teacher who shall be transferred to an administrative or  
2. executive position and shall later return to a teacher status shall  
3. be entitled to retain such rights as he may have under this Agreement  
4. prior to such transfer to supervisory or executive status.

## ARTICLE XI

### Illness or Disability

- A. 1. At the beginning of each school year each teacher shall be  
2. credited with a twelve (12) day sick leave allowance to be used  
3. for absences caused by illness or physical disability of the teacher  
4. and/or a member of the immediate family in the household The  
5. unused portion of such allowance shall accumulate from year to  
6. year without limitation.
- B. 1. An allowance of (1-3) days to attend the funeral of members  
2. of the immediate family which includes mother, father, wife, husband,  
3. son, daughter, brother or sister shall be provided which is in  
4. addition to sick leave. Additional time may be granted at the  
5. discretion of the Superintendent. Teachers shall be excused from  
6. duty for (1-3) days to attend the funeral of other relatives or  
7. persons whose relationship to the teacher warrants such attendance  
8. and leave shall be deductible from sick leave and shall be approved  
9. by the Superintendent.
- C. 1. A teacher who is unable to teach because of personal illness  
2. or disability and who has exhausted all sick leave available shall  
3. be granted a leave of absence without pay for the duration of such  
4. illness or disability up to the end of the current school year.  
5. The teacher should notify the administration of his intentions to  
6. teach for the ensuing school year before June 1 or earlier if  
7. possible.
- D. 1. Absence due to injury incurred on the job in the course of  
2. the teacher's employment shall not be charged against the teacher's  
3. sick leave days.

## ARTICLE XII

### Professional, Personal and Association Leave

- A. 1. At the beginning of every school year each teacher shall be  
2. informed that he may use professional business days for educational  
3. purposes at the discretion of the teacher and the principal. The  
4. teacher approved to use a professional business day shall notify  
5. his principal at least (1) week in advance of his absence. Profess-  
6. ional business days shall be used for the purposes of: (1) visit-  
7. ation to view other instructional techniques or programs, (2) con-  
8. ferences, workshops, or seminars conducted by colleges, universities,  
9. and the MEA and NEA and/or affiliate departments thereof. The  
10. teacher may be requested to file a written report, within one (1)  
11. week of his attendance at such visitation, conference, workshop, or  
12. seminar.
- B. 1. At the beginning of every school year each teacher shall be  
2. credited with three (3) days to be used for the teacher's personal  
3. business. A personal business day may be used for any purpose at  
4. the discretion of the teacher and principal. A teacher planning to  
5. use a personal leave day or days shall notify his principal at least  
6. two (2) days in advance, except cases of emergency. Personal leave  
7. days will not be approved for the day before or following a vacation  
8. period. All personal leave days must be approved by the building  
9. principal. These days are non-accumulative.
- C. 1. A teacher called for jury duty or to give testimony before  
2. any judicial or administrative tribunal shall be compensated for  
3. the difference between the teaching pay and the pay received for  
4. the performance of such obligation.
- D. 1. At the beginning of every school year, the Association shall  
2. be credited with five (5) days to be used by teachers who are offi-  
3. cers or agents of the Association, the use to be at the discretion  
4. of the Association. The Association shall be entitled to five (5)  
5. additional days for which the substitute shall be paid by the  
6. Association. The Association agrees to notify the Superintendent  
7. no less than forty-eight (48) hours prior to the date intended use  
8. of said leave.



GLADWIN COMMUNITY SCHOOLS

\_\_\_\_\_  
Date

I, \_\_\_\_\_ am requesting a  
personal business day for \_\_\_\_\_  
Month Day, Year.

Purpose \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

APPROVED:

\_\_\_\_\_  
Principal

DENIED:

\_\_\_\_\_  
Principal

ARTICLE XIII

Sabbatical Leave

- A.
1. After seven (7) or more years service in the Gladwin Community
  2. Schools, a teacher who desires may take one (1) year leave to
  3. further his education. A teacher, upon return from a sabbatical
  4. leave shall be restored to his former position of like nature
  5. seniority and status. Any period spent on sabbatical leave shall
  6. be treated as teacher service for purposes of applying the
  7. salary schedule. If a teacher does not intend to return a notice
  8. should be given by April 1st.

## ARTICLE XIV

### Unpaid Leaves of Absence

- A. 1. A leave of absence of one (1) year may be granted to any  
2. teacher, upon application, for the purpose of participating in  
3. exchange teaching programs in other SCHOOL DISTRICTS, states,  
4. territories or counties; foreign or military teaching programs;  
5. the Peace Corp, Teacher's Corps or Job Corps as a full-time participant  
6. in such programs; or a cultural travel or work program related to  
7. his professional responsibilities; provided said teacher states his  
8. intention to return to the school system. Such leave of absence may  
9. be renewed for a second year if applied for by April 1 in the first  
10. leave of absence. Upon return from such leave, a teacher shall be  
11. placed at the same position on the salary schedule as he would  
12. have been had he taught in the district during such period.
- B. 1. A military leave of absence shall be granted to any teacher  
2. who shall be inducted or shall enlist (one enlistment period)  
3. for duty in any branch of the armed forces of the United States.  
4. Upon return from such leave, a teacher shall be placed at the  
5. same position on the salary schedule as he would have been had  
6. he taught in the district during such period.
- C. 1. A teacher will be granted a one (1) year leave without pay  
2. prior to beginning of, or after, at conclusion of the school year  
3. to campaign for himself or serve in Public Office. Further extensions  
4. shall be granted at the will of the Board.
- D. 1. Maternity leave of up to 18 calendar months shall be granted  
2. to a tenure teacher. A leave shall commence not later than the end of  
3. the sixth (6th) month of pregnancy, except that when this date falls  
4. within one school month of the end of the semester, the teacher  
5. may be permitted to complete the semester. At least sixty days prior  
6. to the beginning a semester the teacher may apply to return to  
7. work. If requested by the Board, she shall submit with such application  
8. a statement from a qualified physician attesting her ability to  
9. resume active duty. The Board will recognize (1/2) year increments  
10. for teachers coming into the system in the middle of the year  
11. and where it applies to maternity leave. This is not retroactive  
12. beyond July, 1970. A teacher must teach a major portion of a semester  
13. or no less than seventy-five (75) of ninety (90) days to get a one-  
14. half (1/2) year increment on the salary schedule.
- E. 1. Teachers on leave of absence will be re-assigned to a teaching  
2. position providing there is an opening suitable for their qualifica-  
3. tions. Notice of intention to return must be given to the Super-  
4. intendent by April 1st in the year preceding their return in order to  
5. be assured of greater probability of re-assignment.



## ARTICLE XV

### Academic Freedom

- A.
  - 1. The parties seek to educate young people in the democratic
  - 2. tradition, to foster a recognition of individual freedom and
  - 3. social responsibility to inspire meaningful awareness of and
  - 4. respect for the Constitution and the Bill of Rights, and to install
  - 5. appreciation of the values of individual personality. It is
  - 6. recognized that these democratic values can be transmitted in an
  - 7. atmosphere which is free from censorship and artificial restraints
  - 8. upon free inquiry and learning, and in which academic freedom for
  - 9. teacher and student is encouraged.
  
- B.
  - 1. Freedom of individual expression will be encouraged and fair
  - 2. procedures will be developed to safeguard the legitimate interest
  - 3. of the schools and to exhibit by appropriate examples the basic
  - 4. objectives of a democratic society.
  
- C.
  - 1. However, the G.E.A. and its teachers agree to adhere to a
  - 2. practice of presenting controversial matters and subjects in an
  - 3. unbiased and objective manner, and will avoid expressing personal
  - 4. prejudice or bias.
  
- D.
  - 1. Subject content that is unacceptable to the community or
  - 2. either party shall be withdrawn upon agreement of both the Board
  - 3. and the Association.

## ARTICLE XVI

### Teacher Evaluation and Progress

The Parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly-employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A.
1. The performance of all teachers shall be evaluated in writing.
  2. Probationary teachers shall be evaluated at least three (3) times
  3. during the school year. The first evaluation shall be completed within
  4. the first six (6) weeks from the time he begins his teaching duties.
  5. The second evaluation shall be completed within four (4) months from
  6. the time he begins his teaching duties. The third evaluation shall be
  7. completed ninety (90) days prior to the end of the probationary
  8. school year. Tenure teachers shall be evaluated at least once every
  9. year. Teachers whose services are being considered for termination
  10. under provisions of the Tenure Act shall receive a registered letter
  11. of notification and statement of charges from the Superintendent
  12. and advised of their rights under the Tenure Act for a hearing and
  13. appeal. The Association shall receive a copy of such notification.
  14. Teachers who are notified may be suspended with pay pending a final
  15. determination by the Board after completing a hearing as provided in
  16. the Tenure Act.
- B.
1. Evaluations shall only be conducted by a Building Principal
  2. or Assistant Principal. All monitoring or observation of the
  3. performance of a teacher shall be conducted openly and with full
  4. knowledge of the teacher.
- C.
1. A copy of the written evaluation shall be submitted to the
  2. teacher at the time of personal interview or within ten (10) days
  3. thereafter; one to be signed and returned to the administration,
  4. the other to be retained by the teacher. In the event that the
  5. teacher feels his evaluation was incomplete or unjust, he may
  6. put his objections in writing and have them attached to the evalua-
  7. tion report to be placed in his personal file. All evaluations
  8. shall be based on valid criteria for evaluating professional
  9. growth.
- D.
1. A "Teaching Coach" shall be assigned to every probationary
  2. teacher upon entrance of the teacher into the system. The "Teaching
  3. Coach", insofar as possible, shall be a tenure teacher with a
  4. minimum of three (3) years teaching experience and shall be engaged
  5. in teaching within the same grade, building or discipline as the
  6. probationary teacher. It shall be the duty of the "Teaching Coach"
  7. to assist and counsel the probationary teacher in acclimating to
  8. the teaching profession and the school system. The "Teaching Coach"
  9. shall not be involved in the evaluation of the probationary teacher.
  10. No released time or monetary award shall be given to this position.

ARTICLE XVI cont'd

- E. 1. No later than March 15 of each probationary year, the final  
2. written evaluation report will be furnished to the Superintendent  
3. covering each probationary teacher. A copy shall be furnished to  
4. the teacher. If the report contains any information not previously  
5. known to and discussed with the probationary teacher, the teacher  
6. shall have an opportunity to submit additional information to the  
7. Superintendent. In the event a probationary teacher is not continued  
8. in employment, the Board will advise the teacher of the reasons there-  
9. fore in writing and provide a hearing where requested. Failure to  
10. follow the evaluation procedure shall be grounds for a grievance.  
11. In any grievance of tenure proceeding, all evaluations and responses  
12. thereto shall be admissable.
- F. 1. Each teacher shall have the right, upon request, to review  
2. the contents of his own personal file. A representative of the  
3. Association may, at the teacher's request, accompany the teacher  
4. in this review. Each teacher's personal file shall contain the  
5. following minimum items of information:
1. - Annual TB report and required medical information
  2. - All teacher evaluation reports
  3. - Copies of annual contracts
  4. - Teacher Certificates
  5. - A transcript of academic records
  6. - Tenure recommendation
- G. 1. No materials may be placed therein without allowing the teacher  
2. an opportunity to file a response thereto, and said response shall  
3. become a part of said file.



## ARTICLE XVII

### Professional Behavior

- A.
  - 1. Teachers are expected to comply with written rules, regulations,
  - 2. and directions from time to time adopted by the Board or its represent-
  - 3. atives which are not inconsistent with the provisions of this
  - 4. Agreement, provided that a teacher may reasonably refuse to carry
  - 5. out an order which threatens physical safety or well-being.
  
- B.
  - 1. The Board recognizes that the Code of Ethics of the Education
  - 2. Profession is considered by the Association and its membership to
  - 3. define acceptable criteria of professional behavior.
  
- C.
  - 1. The Association recognizes that abuse of sick leave or other
  - 2. leaves, chronic tardiness or absence, willful deficiencies in pro-
  - 3. fessional performance, or other violations of discipline by a
  - 4. teacher reflect adversely upon the teaching profession and create
  - 5. undersirable conditions in the school building. The Board, in
  - 6. recognition of the concept of progressive correction, shall notify
  - 7. the teacher in writing of alleged delinquencies, indicate expected
  - 8. correction and indicate a reasonable period for correction.
  
- D.
  - 1. A teacher shall at all times be entitled to have present a
  - 2. representative of the Association when he is being officially disciplin-
  - 3. ed, reprimanded, or warned for any infraction of discipline or
  - 4. delinquency in professional performance. When a request for such
  - 5. representation is made, no action shall be taken with respect to the
  - 6. teacher until such representative of the Association is present.
  
- E.
  - 1. Teachers shall not have tenure for extra duty assignments.
  - 2. Criteria for the evaluation of extra-curricular assignments will be
  - 3. developed by the joint Instructional and Personnel Policies Council.

ARTICLE XVIII

Professional Improvement

- A. 1. The parties support the principle of continuing training
- 2. of teachers participation by teachers in professional organizations
- 3. in the area of their specialization, leaves for work on advanced
- 4. degrees or special studies, FOREIGN TRAVEL, and participation in
- 5. community educational projects.
  
- B. 1. The Board agrees to provide upon application and approval,
- 2. the necessary funds for teachers who desire to attend selected
- 3. PROFESSIONAL CONFERENCES. Travel, meals, lodging and registration
- 4. fees shall be deemed appropriate expenses of the Board, as well
- 5. as the cost of the substitute teacher needed to relieve the
- 6. participant. A teacher attending such conferences and meetings shall
- 7. be granted sufficient time to attend without loss of compensation.
- 8. Teachers will, upon request, submit a written report regarding
- 9. such conferences.

ARTICLE XIX

Maintenance of Standards

- A.
  - 1. In the current contact year, all conditions of employment,
  - 2. including teaching hours, extra compensation for duties outside
  - 3. regular teaching hours, relief periods, leaves, and general teaching
  - 4. conditions shall be maintained at not less than the highest minimum
  - 5. standards in effect in the district at the time this Agreement is signed,
  - 6. provided that such conditions shall be improved for the benefit of
  - 7. teachers as required by the express provisions of this Agreement.
  - 8. This Agreement shall not be interpreted or applied to deprive teachers
  - 9. of professional advantages heretofore enjoyed unless expressly
  - 10. stated herein.
  
- B.
  - 1. The duties of any teacher or the responsibilities of any
  - 2. position in the bargaining unit will not be substantially altered
  - 3. or increased without prior negotiation with the Association.



ARTICLE XX

Reduction in Personnel and Annexation, Consolidation  
or Other Reorganization of the District

- A. 1. In the event that this district shall be combined with one  
2. or more districts, the Board will use its best efforts to assure  
3. the continued recognition of the Association and the continued  
4. employment of its members in such consolidated district.
  
- B. 1. Before the Board makes any necessary reduction in personnel,  
2. it shall consult with the Association regarding the effects of  
3. such reduction. This will include, but not be limited to, such  
4. problems as the criteria used for the determination as to who will  
5. be discharged or laid off and the re-employment rights of such  
6. persons.
  
- C. 1. The following provisions shall apply to a necessary reduction  
2. in personnel:
  - 3. 1. No teacher shall be discharged or laid off pursuant to  
4. a necessary reduction in personnel for any school year  
5. or portion thereof unless they have been notified of said  
6. discharge or lay off at least sixty (60) days before the  
7. end of the previous school year.
  
  - 8. 2. No teacher shall be discharged or laid off pursuant to  
9. a necessary reduction in personnel unless he has been  
10. given a written notification of said action and the oppor-  
11. tunity for a hearing before the School Board.

ARTICLE XXI

Continuity of Operation

- A. 1. Nothing in this Article shall require the Board to keep school
- 2. open in the event of severe inclement weather or when otherwise
- 3. prevented by act of God. When the schools are closed to students
- 4. due to the above conditions, teachers shall not be required to report
- 5. for duty.

ARTICLE XXII

School Calendar

- A. 1. For the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.



ARTICLE XXIII

Professional Compensation

- A. 1. The basic salaries of teachers covered by this agreement are  
2. set forth in Appendix B which is attached to and incorporated in  
3. this Agreement. Such salary schedule shall remain in effect during  
4. the designated periods.
- B. 1. All teachers shall be given full credit on the Salary Schedule  
2. set forth in Appendix B for full years of outside teaching exper-  
3. ience in any school district in the State of Michigan or other  
4. teaching experience in a school district accredited by a recognized  
5. accrediting agency.
- C. 1. Teachers required in the course of their work to drive per-  
2. sonal automobiles from one school building to another shall receive  
3. a car allowance of ten cents per mile. The same allowance shall be  
4. given for use of personal cars for field trips or other business of  
5. the district.
- D. 1. Retirement:
2. a. \$50 per year for experience in the Gladwin system  
3. to a maximum of \$1,000 shall be paid to the retiring  
4. teacher.
5. b. To be eligible the teacher must have taught in the  
6. Gladwin School District a minimum of five (5) years  
7. and must have reached his 55th birthday.
8. c. Present teachers of annexed districts to this dis-  
9. trict shall have their years of experience in those  
10. districts counted.

## ARTICLE XXIV

### Insurance Protection

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.
  - 1. Insurance Benefits: The Board of Education shall pay
  - 2. \$30.00 per month per teacher to a maximum of \$360 per year
  - 3. for insurance. Insurance includes hospital surgical supplied
  - 4. by MEA Super-Med or Blue Cross-Blue Shield and accident life.
  - 5. If a teacher does not desire any form of insurance, no funds
  - 6. shall be made available by the Board of Education.
  
- B.
  - 1. Employees not wishing health care protection may apply
  - 2. the equivalent of an individual employee's Super-Med Premium
  - 3. toward the following options available through the Michigan
  - 4. Education Special Services Association:
    - 5. Group Term Life Insurance
    - 6. Loss of Time Benefit
    - 7. "500" Major Medical Insurance
    - 8. Dental Insurance
    - 9. Automobile Insurance
  
- C.
  - 1. In the event that an employee, absent because of illness
  - 2. or injury, has exhausted sick leave accrual, the above men-
  - 3. tioned fringe benefits shall continue throughout the balance
  - 4. of the school year.
  
- D.
  - 1. The Board shall make payment of insurance premiums for
  - 2. each employee to provide insurance coverage for the full
  - 3. twelve-month period commencing September 1, and ending August 31,
  - 4. when necessary premiums in behalf of the teacher shall be made
  - 5. retroactively or prospectively to assure uninterrupted part-
  - 6. icipation and coverage.

ARTICLE XXV

Special Teaching Assignments

- A.
  - 1. Assignments for the Adult Education, Driver Education and
  - 2. Summer School Programs will be made by the Board on the basis of
  - 3. preference to tenure teachers possessing permanent teaching cert-
  - 4. ificates regularly employed in the district during the normal
  - 5. school year.
  
- B.
  - 1. The board agrees at all times to maintain an adequate list
  - 2. of substitute teachers. Teachers shall be informed of a telephone
  - 3. number they may call between 6:45 and 7:15 a.m. to report unavail-
  - 4. ability for work. Once a teacher has reported unavailability, it
  - 5. shall be the responsibility of the administration to arrange for
  - 6. a substitute teacher. Substitutes shall be paid for a regular
  - 7. teaching day per the following schedule:
    - a. \$25 for a degreed and certified person.
    - b. \$22.50 for a non-degreed and certified person.



ARTICLE XXVI

Student Discipline and Teacher Protection

- A. 1. The Board recognizes its responsibility to give all  
2. reasonable support and assistance to teachers with respect  
3. to the maintenance of control and discipline in the classroom.  
4. Whenever it appears that a particular pupil requires the  
5. attention of special counselors, social workers, law en-  
6. forcement personnel, physicians or other professional  
7. persons, the principal shall be notified. The Board feels  
8. that the teacher and the specialists indicated above should  
9. work together to improve the case.
- B. 1. It is recognized that discipline problems are less likely  
2. to occur in classes where a high level of student interest  
3. is maintained. It is likewise recognized that when discipline  
4. problems occur, they may most constructively be dealt with  
5. by encouragement, praise and emphasis upon the child's  
6. desirable characteristics. A teacher may use such force as is  
7. necessary, according to the law, to protect himself from  
8. attack or to prevent injury to another student.
- C. 1. A teacher may ask the principal to exclude a pupil from  
2. one class when the grossness of the offense, the persistence  
3. of the misbehavior, or the disruptive effect of the violation  
4. makes the continued presence of the student in the classroom  
5. intolerable. In such cases, the teacher will furnish the  
6. principal, as promptly as his teaching obligations will  
7. allow, full particulars of the incident in writing.
- D. 1. Procedure for suspension of students from school shall  
2. be distributed to students and teachers each year. School  
3. authorities will endeavor to achieve correction of student  
4. misbehavior through counselling and interviews with the teacher  
5. child and his parents when warranted. Transfer of the student  
6. to another teacher or other measures, short of suspension,  
7. will first be exhausted.
- E. 1. Any case of assault upon a teacher while on duty should  
2. be promptly reported to the Board or its designated repre-  
3. sentative. The Board will provide legal counsel to advise  
4. the teacher of his rights and obligations with respect to  
5. such assault and shall promptly render all reasonable as-  
6. sistance to the teacher in connection with handling of the  
7. incident by law enforcement and judicial authorities.
- F. 1. If any teacher is complained against or sued as a  
2. result of any action taken by the teacher while in pursuit  
3. of his employment, the Board may provide legal counsel and  
4. render all necessary assistance to the teacher in his defense.

ARTICLE XXVI Cont'd

- G. 1. Time lost by a teacher in connection with any incident mentioned  
2. in this Article shall not be charged against the teacher.
  
- H. 1. The Board will reimburse teachers for any loss, damages or  
2. destruction of clothing or personal property of the teacher while  
3. on duty in the school or on school premises in those cases where  
4. the school could have reasonably prevented the loss.
  
- I. 1. No action shall be taken upon any complaint by a parent of the  
2. student directed toward the teacher nor shall any notice thereof  
3. be included in said teacher's personnel file unless such matter is  
4. promptly reported in writing to the teacher concerned.
  
- J. 1. Teachers shall be expected to exercise reasonable care with  
respect of the safety of pupils and property, but shall not be  
individually liable, except in the case of gross neglect of  
duty, for any damage or loss to person or property.

ARTICLE XXVII

Instructional and Personnel Policies Council

- A. 1. There is hereby established a joint Instructional and Personnel
- 2. Council consisting of four (4) representatives appointed by the
- 3. Association and four (4) appointed by the Board. The Council shall
- 4. meet twice each month during the school year and advise the Board and
- 5. the Association on such matters as teaching techniques, courses of
- 6. study, textbook, curriculum guides, pupil testing and evaluation
- 7. philosophy and educational specifications for buildings and related
- 8. matters. The Board shall provide secretarial assistance to the
- 9. Council.
  
- B. 1. The Council may appoint such joint professional study sub-
- committees as are deemed necessary.

ARTICLE XXVIII

Student Rights

- A. 1. The education of all children shall be based on the precept  
2. that high education is dependent upon providing for a stimulation of  
3. the spirit of inquiry, the acquisition of knowledge and understanding  
4. and the thoughtful formulation of worthy goals. To accomplish this,  
5. the Board and the Association agrees that the students of the district  
6. can expect:

A free and undistorted view of subject matter with varying points of view.

The inclusion of all students regardless of race, color, creed or national origin.

That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.

- B. 1. No Student shall be permanently excluded from attending  
2. school in the district for disciplinary reasons without advising  
3. the parents or guardians of the child of the reasons therefor  
4. and accorded a fair hearing before the Board of Education if  
5. requested.



## ARTICLE XXIX

### Professional Grievance Procedure

- A. 1. Any claim by the Association or a teacher that there has been  
2. a violation, misinterpretation, or misapplication of the terms of  
3. the Agreement or violation of any established written policy shall  
4. be a grievance and shall be resolved through the procedure set forth  
5. herein.
- B. 1. In the event that a teacher believes there is a basis for a  
2. grievance, he shall first discuss the alleged grievance with his build-  
3. ing principal either personally or accompanied by his Association  
4. Representative.
- C. 1. If, as a result of the informal discussion with the building  
2. principal, a grievance still exists, he may invoke the formal  
3. grievance procedure through the Association on the grievance  
4. report form, signed by the grievant and a representative of the  
5. Association, which form shall be available from the Association  
6. Representative in each building. A copy of the grievance form  
7. shall be delivered to the building, it may be filed with the  
8. superintendent or a representative designated by him.
- D. 1. Within five (5) calendar days of receipt of the grievance the  
2. principal shall meet with the Association in an effort to resolve  
3. the grievance. The principal shall indicate his disposition of  
4. the grievance in writing with five (5) calendar  
5. days of such meeting and shall furnish a copy thereof to the  
6. Association.
- E. 1. If the Association is not satisfied with the disposition of the  
2. grievance, or if no disposition has been made within five (5)  
3. calendar days of such meeting (or ten (10) calendar days from the  
4. date of filing, whichever shall be later) the grievance shall be  
5. transmitted to the superintendent. Within seven (7) calendar days  
6. the superintendent or his designee, shall meet with the Association  
7. on the grievance and shall indicate his disposition of the grievance  
8. in writing within five (5) calendar days of such meeting, and shall  
9. furnish a copy thereof to the Association.
- F. 1. If the Association is not satisfied with the disposition of  
2. the grievance by the superintendent or his designee, or if no  
3. disposition has been made within five (5) calendar days of  
4. such meeting (or ten (10) calendar days from the date of filing,  
5. whichever shall be later), the grievance shall be transmitted  
6. to the Board by filing a written copy thereof with the Secretary  
7. or other designee of the Board. The Board, no later than its next  
8. regular meeting or two calendar weeks, whichever shall be later, shall  
9. meet with the Association on the grievance. Disposition of the  
10. grievance in writing by the Board shall be made no later than seven

ARTICLE XXIX Cont'd

- F. 11. (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. 1. If the Association is not satisfied with the disposition of  
2. the grievance by the Board, or if no disposition has been made  
3. within the period above provided, the grievance may be submitted to  
4. arbitration before an impartial arbitrator within fifteen (15)  
5. calendar days. The Professional arbitrator shall be mutually  
6. selected by the parties in accordance with the rules of the Michigan  
7. Labor Mediation Board from a panel of professional arbitrators  
8. submitted by the Michigan Labor Mediation Board. The Board and  
9. Association shall not be permitted to assert in such arbitration  
10. proceeding any ground or to rely on any evidence not previously  
11. disclosed to the other party. The arbitrator shall have no power to  
12. alter, add to, or subtract from the terms of this Agreement. Both  
13. parties agree to be bound by the decision of the arbitrator and  
14. agree that judgement thereon may be entered in any court of  
15. competent jurisdiction.
- H. 1. The fees and expense of the arbitrator shall be shared  
2. equally by both parties.
- I. 1. If any probationary teacher for whom a grievance is substained  
2. shall be found to have been unjustly discharged because of  
3. failure to follow the evaluation procedure, he may be reinstated  
4. under the terms and conditions established by the arbitrator.
- J. 1. The time limits provided in this Article shall be strictly  
2. observed but may be extended by written agreement of the parties.  
3. In the event a grievance is filed after May 15 of any year and  
4. strict adherence to the time limits may result in hardship to  
5. any party, the Board shall use its best efforts to process such  
6. grievance prior to the end of the school term or as soon there-  
7. after as possible.
- K. 1. Notwithstanding the expiration of this Agreement, any claim  
2. or grievance arising thereunder may be processed through the  
3. grievance procedure until resolution.

## ARTICLE XXX

### Negotiation Procedures

- A. 1. Representatives of the Board and the Association's  
2. bargaining committee will meet Monday noon, preceding the  
3. fourth Tuesday of each month for the purpose of reviewing  
4. the administration of the contract and to resolve problems  
5. that may arise. These meetings are not intended to bypass  
6. the grievance procedure.
- B. 1. Each party will submit to the other, prior to the  
2. meeting, an agenda covering what it wishes to discuss.
- C. 1. All meetings between the parties will regularly be  
2. scheduled to take place as promptly as possible at times  
3. when the teachers involved are free from assigned in-  
4. structional responsibilities unless otherwise mutually  
5. agreed.
- D. 1. Should such a meeting result in a mutually acceptable  
2. amendment of the agreement, then the amendment shall be  
3. subject to ratification by the Board and the Association  
4. provided that the bargaining committee shall be empowered  
5. to effect temporary accommodations to resolve special problems
- E. 1. The Association shall designate a teacher in each  
2. school building as Association Representative (A.R.). The  
3. Association Representative may ask to meet with the  
4. principal for the purpose of reviewing the contract and to  
5. resolve problems which may arise. These meetings are not  
6. intended to bypass the grievance procedure.
- F. 1. Between March 1st and March 15th, the parties shall  
2. initiate negotiation for the purpose of entering into a  
3. successor agreement for the forthcoming year.
- G. 1. Release time may be provided the Association's negotiat-  
2. ing committee to permit the parties to alternately meet both  
3. during and after regular school hours for the purpose of  
4. reaching a successor agreement as rapidly as possible.
- H. 1. In any negotiations described in this article, neither  
2. party shall have any control over the selection of the  
3. negotiating or bargaining representatives of the other party  
4. and either may select its representatives from within or  
5. outside of the school district. It is recognized that no  
6. final agreement between the parties may be executed without  
7. ratification by a majority of the Board and by a majority of  
8. the membership of the Association, but the parties mutually

9. pledge that representatives selected by each shall be
10. clothed with all necessary power and authority to make proposals,
11. consider proposals, and make concessions in the course of
12. negotiations or bargaining, subject to such ultimate ratification.

13. There shall be three signed copies of the final agreement
14. for the purposes of record: One retained by the Board, one by
15. the Association, and one by the Superintendent.



ARTICLE XXXI

In-Service Professional Education

- A. 1. In recognition of the rapidly expanding fields of  
2. knowledge in the social and scientific fields the parties  
3. hereby agree to establish an in-service education committee  
4. composed of three (3) persons appointed by the Board and  
5. three (3) persons appointed by the Association.
- B. 1. The committee shall organize itself and assume res-  
2. ponsibility for the planning and conducting of the in-  
3. service education of all professional teaching personnel.
- C. 1. The committee shall address itself (primarily but  
2. not limited to) to conducting programs in the following  
3. areas of major concerns.
3. 1. A plan for in-service education for teachers  
4. and administrators to assist them in under-  
5. standing and dealing with human relations problems  
6. that arise within the system.
7. 2. Review and revision of achievement and intelligence  
8. tests wherever necessary in the current testing  
9. program to eliminate culturally biased tests.
10. 3. Projection of alternate plans for consolidation,  
11. annexation and reorganization of the District.
12. 4. Extending public educational services to children  
13. not currently enrolled in a comprehensive universal  
14. public school system.
15. 5. Examination of the curriculum and quality of the  
16. various Michigan colleges and universities currently  
17. preparing professional teaching and administrative  
18. personnel.
19. 6. Review of current research applicable to the field  
20. of education and its implications for current  
21. school practices.

ARTICLE XXXII

Miscellaneous Provisions

- A. 1. This Agreement shall constitute the full and complete  
2. commitments between both parties and may be altered, changed,  
3. added to, deleted from or modified only through the voluntary,  
4. mutual consent of the parties in written and signed amendment  
5. to this Agreement.
- B. 1. Any individual contract between the Board and an individual  
2. teacher, heretofore executed shall be subject to and consistent  
3. with the terms and conditions of this Agreement. Any individual  
4. contract hereafter executed shall be in the form provided in  
5. Appendix D and shall be expressly made subject to and consistent  
6. with the terms of this or subsequent agreements to be executed  
7. by the parties. If an individual contract contains any  
8. language inconsistent with this Agreement, this Agreement  
9. during its duration, shall be controlling. The Board shall  
10. not solicit execution of any individual contract at such time  
11. or in such manner as shall constitute an unfair labor practice  
12. under the Michigan Public Employment Relations Act.
- C. 1. This Agreement shall supersede any rules, regulations or  
2. practices of the Board which shall be contrary to be inconsistent  
3. with its terms. The provisions of this Agreement shall be  
4. incorporated into and be considered part of the established  
5. policies of the Board. All teachers covered under this  
6. Agreement who participate in the production of tapes, publica-  
7. tions or other produced educational material shall retain  
8. residual rights should they be copywritten or sold by the District.
- D. 1. If any provision of this Agreement or any application of  
2. the Agreement to any employee or group of employees shall be  
3. found contrary to law, then such provision or application shall  
4. not be deemed valid and subsisting except to the extent  
5. permitted by law, but all other provisions or applications  
6. shall continue in full force and effect.
- E. 1. Copies of this Agreement titled "Professional Agreement  
2. between the Gladwin School District and the Gladwin Educational  
3. Association, M.E.A. N.E.A." shall be printed at the expense of  
4. the Board within thirty (30) days after this Agreement is signed  
5. and presented to all teachers now employed, hereafter employed,  
6. or considered for employment by the Board. Further that the  
7. Board shall furnish twenty-five (25) copies of the Master  
8. Agreement to the Association for its use.
- F. 1. The Gladwin Education Association recognizes that strikes  
2. (as defined by Section 1 of Public Act 336 of 1947, as amended  
3. of Michigan) by teachers are contrary to law and public policy.  
4. The Board and the Association subscribe to the principle that  
5. differences shall be resolved by appropriate and peaceful  
6. means, in keeping with the high standards of the profession,  
7. without interruption of the school program. Accordingly, the  
8. Gladwin Education Association agrees that during the term of  
9. this Agreement it shall not direct, instigate, participate in,  
10. encourage, or support any strike against the Board by any  
11. teacher or group of teachers.

ARTICLE XXXIII

Duration of Agreement

This Agreement shall be effective as of \_\_\_\_\_, 1969,  
and shall continue in effect until the 15th day of August, 1970.  
This Agreement shall not be extended orally but can be extended  
by written mutual agreement.

By _____ Its President	By _____ Its President
By _____ Its Secretary	By _____ Its Secretary
By _____ Chairman, Negotiating Committees	By _____ Member
By _____ Negotiating Committeeman	By _____ Member
By _____ Negotiating Committeeman	By _____ Member
By _____ Negotiating Committeeman	By _____ Member
By _____ Negotiating Committeeman	By _____ Member

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 1969.

SCHOOL CALENDAR

Teachers Conference - New Teachers	August 28, 1970
Orientation all Teachers	August 31, 1970
Labor Day - No School	September 7, 1970
Failure Reports	September 25, 1970
M.E.A. Conference - No School	October 22, 23, 1970
School Resumes	October 26, 1970
End of Marking Period	October 30, 1970
Report Cards go Home	November 6, 1970
Thanksgiving Vacation - No School	November 26, 27, 1970
School Resumes	November 30, 1970
Failure Reports	December 4, 1970
Christmas Vacation - No School	December 23 - January 3, 1971
School Resumes	January 4, 1971
First Semester Exams	January 20, 21, 1971
Record Day - No School	January 22, 1971
Report Cards Go Home	January 25, 1971
Failure Reports	February 19, 1971
End of Marking Period	March 26, 1971
Report Cards Go Home	April 2, 1971
Easter Vacation - No School	April 7 - 12, 1971
School Resumes	April 13, 1971
Failure Reports	April 30, 1971
Baccalaureate	May 23, 1971
Memorial Day - No School	May 31, 1971, Monday off
Final Exams	June 3, 4, 1971
Close of School	June 4, 1971
Records Day	June 5, 1971
Graduation Day	June 6, 1971



SCHEDULE B

Salary Schedule 1970 - 71

Exp.	Index	BA	BA+15	MA	MA+15	EDS.
0.	1.000	7650	7900	8150	8400	8650
1.	1.05	8032	8295	8558	8820	9082
2.	1.10	8415	8690	8965	9240	9514
3.	1.15	8798	9085	9372	9660	9948
4.	1.20	9180	9430	9780	10080	10380
5.	1.25	9562	9875	10188	10503	10818
6.	1.30	9945	10265	10595	10920	11245
7.	1.35	10328	10665	11002	11340	11678
8.	1.40	10710	11065	11420	11765	12110
9.	1.43	10940	11298	11655	12012	12370

ARTICLE XIV, SECTION D

Whenever one-half year steps apply, add previous and succeeding steps and divide by two. For one-half year credit, refer to Article XIV, Sections D.

Rate of pay for certified personnel in extra duty assignments will be \$7.00 per hour unless otherwise provided on Schedule B-1. Behind the wheel driver education will be \$5.00 per hour; classroom, \$7.00 per hour.

SCHEDULE B-1

Band Director	10%
<b>Class Sponsors</b>	
12th Grade	5%
11th Grade	2%
10th Grade	1%
9th Grade	1%
Club Sponsors	1%
Debate	3%
Safety Patrol	3%
School Plays	6%
Student Council	5%
Athletic Director	10%
Head Football	10%
Ass't Football	7%
Head Basketball	10%
Ass't Basketball	7%
Freshman Basketball	6%
Jr. High Basketball	6%
7th & 8th Grade Basketball	5%
Head Track	6%
Ass't Minor Sport	4%
Baseball	5%
Golf	5%
Cross Country	5%
Cheerleading Advisor	4%
Jr. High Cheerleading Advisor	2%
Jr. High Yearbook	1%
Girls Basketball Coach	5%
Senior High Yearbook	2%
Junior High Class Advisor	1%

\* Applies only if job description is implemented

Supplemental Schedule B-1 Cont'd.

Percentage on the Supplemental Schedule shall be figured on each teacher's degree schedule. Years of experience shall reflect the years of experience in each area of the supplemental activity. In no case shall a teacher receive less money than he received for the same activity during the 1969-70 school year.

**GRIEVANCE REPORT FORM**

Grievance \_\_\_\_\_ School District \_\_\_\_\_

Distribution of Form

**GRIEVANCE REPORT**

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

**STEP I**

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

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

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

\_\_\_\_\_  
 Signature                      Date

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

\_\_\_\_\_  
 Signature                      Date  
 of Principal

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

\_\_\_\_\_  
 Signature                      Date

**STEP II**

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

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

\_\_\_\_\_  
 Signature                      Date

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

\_\_\_\_\_  
 Signature                      Date

**STEP III**

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

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

\_\_\_\_\_  
 Signature                      Date

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

\_\_\_\_\_  
 Signature                      Date

**STEP IV**

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

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

\_\_\_\_\_  
~~Signature of Arbitrator      Date of Decision~~