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Gladwin

MASTER AGREEMENT

1973-74

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MASTER AGREEMENT

GLADWIN BOARD OF EDUCATION AND GLADWIN EDUCATION ASSOCIATION

This agreement is entered into this _____ day of _____, 1973 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 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
8. and addresses of all teachers, salaries paid thereto and educa-
9. tional background, and such other information as will assist the
10. Association in developing intelligent, accurate, informed and con-
11. structive programs on behalf of the teachers and their students,
12. together with information which may be necessary for the Associ-
13. ation to process any grievance or complaint.
- H. 1. The Board may consult with the Association on any new or mod-
2. ified fiscal, budgetary or tax programs, construction program,
3. or major revision of educational policy, which are proposed or
4. under consideration and the Association may be given opportunity
5. to advise the Board with respect to said matters prior to their
6. adoption and/or general publications.
- I. 1. The teachers shall be entitled to full rights of citizenship
2. and no religious or political activities of any teacher or the
3. lack thereof shall be grounds for any discipline or discrimination
4. with respect to the professional employment of such teacher. Con-
5. sistent with the Code of Ethics of the Education Profession, the
6. private and personal life of any teacher is not within the appro-
7. priate concern or attention of the Board.
- J. 1. The provisions of this agreement shall be applied without re-
2. gard to race, creed, religion, color, national origin, age, or
3. marital status. Membership in the Association shall not be denied
4. to any teacher because of race, creed, sex, marital status or
5. national 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
2. meeting as the first item for consideration under "New Business"
3. any matters brought to its consideration by the Association so
4. long as those matters are made known to the Superintendent's
5. office by 4 o'clock of the Thursday evening prior to the regular
6. 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 _____ for the school year 1973-74 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 checks 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

- A. 1. Teachers shall be required to report for duty thirty (30) minutes before the opening of the students regular school day in the morning and shall be in their classrooms ten (10) minutes prior to the tardy bell. Teachers are expected to remain in the building fifteen (15) minutes after the close of the pupils school day.
2. All staff members are encouraged to remain for a sufficient period of time after school to give additional help to students desiring assistance and to attend to other matters which properly require attention at that time. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day.
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- B. 1. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed 27 1/2 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.
2. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed 5 3/4 hours of pupil contact per day and not to exceed 28 3/4 hours of pupil contact per week. The administration will attempt to assign newly-employed, inexperienced teachers to the lowest class size at their teaching level.
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- C. 1. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
2.
- D. 1. Elementary teachers will be provided two (2) twenty (20) minute recess periods each day. Elementary teachers will be relieved of duty during these recess periods. Elementary teachers shall remain with their students during periods of instruction in Art, Music and Physical Education at the option of the Enrichment Teacher.
2.
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- E. 1. Teachers of music, art and the laboratory sciences, librarians, speech therapist, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
2.
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4.
5.
- F. 1. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at \$7.50 per period for each period he is substituting.
2. Furthermore, if he takes one (1) additional class above his normal load for the year, he will be compensated at 1/6 of his annual salary.
3.
4.
5.
6.

ARTICLE V cont'd.

- G. 1. Three (3) preparations is the maximum recommended load for
2. each teacher in grades 7 through 12. If more than three prepar-
3. ations are necessary, it will be agreed to by the teacher, prin-
4. cipal, and Association. Each teacher will be encouraged to
5. assume at least one extra curricular activity or supervisory
6. assignment when requested which is not a part of the extra pay
7. 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 organiza-
6. tion of the school and the school day should be directed at in-
7. suring that the energy of the teacher is primarily utilized to
8. 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
6. meet from time to time for selection and improvement of teaching
7. tools.
- D. 1. The Board and Association mutually recognize the importance
2. of continuous use of adequate teaching reference material in main-
3. taining a high level of professional performance in furtherance of
4. that recognition, the Board will attempt to provide a teacher re-
5. ference library in each school in the district and include therein
6. all text which are reasonably requested by the teachers of that
7. school. The Board shall provide memberships in appropriate cur-
8. ricular and professional organizations and societies. The IPPC
9. shall determine the appropriate memberships, but shall be limited
10. to a total of fifteen (15) memberships.
- E. 1. The Board agrees to make available in each school, typing and
2. duplicating facilities to aid teachers in the preparation of in-
3. structional 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 mat-
11. erials.

ARTICLE VII - cont'd.

- G. 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.
- H. 1. To relieve teachers of clerical, cafeteria, patrol and bus
2. duty, the Board agrees to engage aides. The aides will be respon-
3. sible to the teacher or teachers to whom they are assigned and
4. will handle patrol duties, inventorying of supplies and equipment,
5. duplication of teaching materials, operating audio-visual equip-
6. ment, collecting monies for milk and lunch, and similar non-pro-
7. fessional responsibilities. The teacher shall periodically conduct
8. evaluations of aides and turn reports over to the building principal
9. in writing. No aide shall perform any instructional activity.
- I. 1. The Board shall make available in each school adequate rest-
2. rooms and lavatory facilities exclusively for teachers use and
3. at least one room, appropriately furnished, which shall be reserved
4. for the use of the faculty as a lounge in which smoking shall be
5. permitted.
- J. 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 GEA and the Board shall reimburse the GEA for
4. the regular monthly service charge excluding all long distance
5. toll charges.
- K. 1. In schools where continuous cafeteria service for teachers is
2. not available, vending machines shall be installed at the request
3. of the Association. The proceeds are to be used for the respective
4. GEA Building Lounge Funds. There will be no cost to the Board of
5. Education.
- L. 1. Adequate off-street parking facilities shall be provided, and
2. properly maintained.
- M. 1. Teachers shall not be required to work under unsafe or hazard-
2. ous conditions or to perform tasks which endanger their health and
3. well-being.
- N. 1. Under no conditions shall a teacher be required to drive a
2. school bus as part of his regular assignment.

ARTICLE VIII

Department Chairman

- A. 1. The teachers in any department at the junior high school
2. or middle school or senior high school level may each year select
3. from among their numbers a department chairman. In those depart-
4. ments of a school having less than five members, a department
5. chairman may be selected among all teachers in similar depart-
6. ments in the district. The department chairman shall exercise
7. the coordination of programs and materials and shall serve as
8. instructional liaison between the teachers of the department and
9. the school administration. Such chairman shall not be considered
10. a supervisory employee. Adequate clerical and secretarial assis-
11. tance shall be provided department chairmen in the performance
12. of their duties. Adequate notice shall be provided for all re-
13. ports or evaluations requested by an administrator from a depart-
14. ment chairman.
- B. 1. Systemwide Department Chairmen shall be compensated according
2. to the following schedule:

<u>Area</u>	<u>Compensation</u>
Business Education	\$100
Fine Arts	100
Physical Education	100
Applied Arts	200
Language Arts	200
Mathematics	200
Reading	200
Science	200
Social Studies	200

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, except as in "B" below. Provided that a fully qual-
5. ified teacher is not available and has not been located by
6. August 1, then position will be filled for one (1) year period
7. with the best qualified degree candidate available who holds a
8. valid teaching certificate. It shall be the teacher's respon-
9. sibility to present a valid certificate as a condition of em-
10. ployment no later than the end of the second week in September.
11. Any teacher failing to present a valid certificate or proof of
12. certification may be suspended from duty.
- B. 1. Vocationally certified staff employed in any instructional
2. capacity, who don't possess a baccalaureate degree or its equiv-
3. alent, shall be compensated at the salary rate of a degreed
4. teacher; each five (5) years experience in the field of special-
5. ization shall be accepted in lieu of academic credit for one
6. lateral salary movement. Increments shall depend upon years of
7. relevant service in educational institutions.
- C. 1. Teachers shall not be assigned outside the scope of their
2. teaching certificates and their major and minor fields of study
3. except temporarily and for good cause, and the Association shall
4. be so notified in each instance, along with written statement of
5. reasons for such misassignment. The teacher must agree to the
6. arrangement.
- D. 1. All teachers shall be given written notice of their specific
2. assignment for the forthcoming year no later than the preceding
3. first day of July. In the event that changes in such assignments
4. are proposed, all teachers affected shall be notified promptly
5. and consulted. In no event will changes in teacher's assignments
6. be made later than the 15th day of August preceding the commence-
7. ment of the school year, unless an emergency situation requires
8. same, and the Association shall be so notified in each instance.
- E. 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
4. summer school courses, shall not be obligatory, but shall be
5. with the consent of the teacher. Qualifications being equal,
6. preference in making such assignments will be given to tenure
7. teachers regularly employed in the district.
- F. 1. Counselors and librarians shall be hired for at least
2. one week before and one week after the regular school year.
3. Further assignment shall be with mutual agreement between the
4. teacher, his principal, and the Association. Salary shall be

ARTICLE IX cont'd.

5. on a per diem basis, based on 1/183 of the current year salary.
6. Vocational agriculture teachers shall be employed an additional
7. tional ten (10) weeks in the summer, with dates of employment
8. agreed upon between teacher and principal. Summer employment
9. shall be contingent upon a full program, (four regular classroom
10. assignments) in Agriculture during the regular school year.
11. Summer employment may be pro-rated if a reduced school year program
12. is effected. Salary shall be on a per diem basis, based
13. on 1/183 of current year salary.

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 up to an
3. accumulation of 120 days to be used for absences caused by ill-
4. ness or physical disability of the teacher and/or a member of
5. the immediate family in the household and/or the father and
6. mother of the teacher. The unused portion of such allowance
7. shall be allowed to accumulate from year to year to a limit of
8. one hundred twenty (120) days. A statement of accumulation shall
9. be sent to each teacher at least quarterly.
- B. 1. An allowance of (1-3) days to attend the funeral of members
2. of the immediate family which includes mother, father, wife,
3. husband, son, daughter, brother, sister, father-in-law, mother-
4. in-law, or other members of the family in the household shall
5. be provided which is in addition to sick leave. Additional time
6. may be granted at the discretion of the superintendent. Teachers
7. shall be excused from duty for (1-3) days to attend the funeral
8. of other relatives or persons whose relationship to the teacher
9. warrants such attendance and leave shall be deductible from sick
10. leave and shall be approved 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
3. shall be granted a leave of absence without pay for the duration
4. of such illness or disability up to the end of the current school
5. year. The teacher should notify the administration of his in-
6. tentions to teach for the ensuing school year before June 1 or
7. earlier if 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, universi-
9. ties, and the MEA and NEA and/or affiliate departments thereof.
10. The teacher may be requested to file a written report, within one
11. (1) week of his attendance at such visitation, conference, work-
12. shop, or seminar.
- B. 1. At the beginning of each 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 non-recrea-
4. tional purpose which cannot be reasonably scheduled at another
5. time, at the discretion of the teacher and the ethics committee of
6. the Association. At least forty eight (48) hours advance notice
7. must be given to the building principal except in an emergency.
8. No more than two (2) teachers per building shall be given personal
9. leave on the same day. Personal leave days will not be approved
10. for the day before or following a vacation period. Personal leave
11. 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. A teacher serving on a recog-
5. nized public governing body for up to one (1) day per month shall
6. be compensated for the difference between the teaching pay and the
7. pay received for the performance of such obligation. Such service
8. shall not be counted against personal business or sick leave if
9. not in excess of the time indicated above. The faculty shall be
10. allowed up to eighteen (18) days per school year for said service.
11. Applications for said days shall follow procedures under Section
12. B above.
- 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:

Ethics Committee

DENIED:

Ethics Committee

ARTICLE XIII

Sabbatical Leave

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

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 countries; foreign or military teaching programs;
5. the Peace Corps, Teacher's Corps or Job Corps as a full-time part-
6. icipant in such programs; or a cultural travel or work program
7. related to his professional responsibilities; provided said teacher
8. states his intention to return to the school system. Such leave
9. of absence may be renewed for a second year if applied for by
10. April 1 in the first leave of absence. Upon return from such
11. leave, a teacher shall be placed at the same position on the salary
12. schedule as he would have been had he taught in the district during
13. 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) for
3. duty in any branch of the armed forces of the United States. Upon
4. return from such leave, a teacher shall be placed at the same
5. position on the salary schedule as he would have been had he taught
6. 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 ex-
4. tensions shall be granted at the will of the Board.
- D. 1. Maternity leave of up to twenty four (24) calendar months
2. shall be granted to a tenure teacher. Said leave shall commence
3. upon the request of the teacher.
4. It is further provided that:
5. (1) The reinstatement shall be to the teacher's former position,
if it is not presently filled by a tenure teacher. Said tea-
cher shall be reinstated to the first available position for
which she is certified and qualified to teach.
- (2) Said teacher to notify the Board of Education at least ninety
(90) days prior to the end of the school year in writing
that she intends to return for the start of the following
school year.
- (3) In the event of miscarriage or death of the infant, the leave
of absence may be terminated at the close of a semester, upon
request of the teacher. Employment shall depend upon the
availability of a position that is not currently filled by
another teacher under contract.
- (4) Maternity leave will not interrupt seniority and other rights
attendant thereto, but years of employment shall be frozen
until the teacher returns to a teaching position in the school
system.

ARTICLE XIV - cont'd.

- F. 1. Teachers on leave of absence will be re-assigned to a teaching
2. position providing there is an opening suitable for their quali-
3. fications. Notice of intention to return must be given to the
4. Superintendent by April 1 in the year preceding their return in
5. order to 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
 4. within the first eight (8) weeks from the time he begins his teach-
 5. ing duties. The second evaluation shall be completed within four
 6. (4) months from the time he begins his teaching duties. The third
 7. evaluation shall be completed ninety (90) days prior to the end of
 8. the probationary school year. Tenure teachers shall be evaluated
 9. at least once every year. Teachers whose services are being con-
 10. sidered for termination under provisions of the Tenure Act shall
 11. receive a registered letter of notification and statement of charges
 12. from the Superintendent and advised of their rights under the
 13. Tenure Act for a hearing and appeal. The Association shall receive
 14. a copy of such notification. Teachers who are notified may be
 15. suspended with pay pending a final determination by the Board after
 16. completing a hearing as provided in the Tenure Act.

- B.
 1. Evaluations shall only be conducted by the Building Principal
 2. Assistant Principal, or Superintendent. All monitoring or obser-
 3. vation of the performance of a teacher shall be conducted openly
 4. and with full 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 put
 6. his objections in writing and have them attached to the evaluation
 7. report to be placed in his personal file. All evaluations shall
 8. be based on valid criteria for evaluating professional growth.
 9. Principals are encouraged to make note of areas of improvement
 10. when they occur.

- D.
 1. A "Teaching Coach" shall be assigned by the Association to
 2. every probationary teacher upon entrance of the teacher into the
 3. system. The "Teaching Coach", insofar as possible, shall be a
 4. tenure teacher with a minimum of three (3) years teaching exper-
 5. ience and shall be engaged in teaching within the same grade,
 6. building or discipline as the probationary teacher. It shall be
 7. the duty of the "Teaching Coach" to assist and counsel the pro-
 8. bationary teacher in acclimating to the teaching profession and
 9. the school system. The "Teaching Coach" shall not be involved in
 10. the evaluation of the probationary teacher. No released time or
 11. 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, 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.
2.
3.
4.
5.
6.
- B. 1. 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.
2.
3.
- C. 1. The Association recognizes that abuse 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. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period for correction.
2.
3.
4.
5.
6.
7.
8.
- D. 1. 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 representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
2.
3.
4.
5.
6.
7.
- E. 1. Teachers shall not have tenure for extra duty assignments, shall receive a written statement of reasons in the event of failure to re-appoint, for a reason other than at the teachers request. Criteria for the evaluation of extra-curricular assignments will be developed by the joint Instructional and Personnel Policies Council.
2.
3.
4.
5.
6.

ARTICLE XVIII

Professional Improvement

- A. 1. The parties support the principle of continuing training of
 - 2. 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 partic-
 - 6. ipant. 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 contract year, all conditions of employment,
2. including teaching hours, extra compensation for duties outside
3. regular teaching hours, relief periods, leaves, and general teach-
4. ing conditions shall be maintained at not less than the highest
5. minimum standards in effect in the district at the time this Agree-
6. ment is signed, provided that such conditions shall be improved
7. for the benefit of teachers as required by the express provisions
8. of this Agreement. This Agreement shall not be interpreted or
9. applied to deprive teachers of professional advantages heretofore
10. enjoyed unless stated herein.
11. The duties of any teacher or the responsibilities of any
12. position in the bargaining unit will not be substantially altered
13. or increased without prior consultation with the Association.
14. If it should be necessary to cut any position and finances should
15. become available, the person previously holding the position will
16. be reinstated.

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
5. report for duty.

ARTICLE XXII

School Calendar

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

ARTICLE XXIII

Professional Compensation

- A. 1. The basic salaries of teachers covered by this agreement
2. are set forth in Appendix A which is attached to and incorporated
3. in this Agreement. Such salary schedule shall remain in effect
4. during the designated periods.

- B. 1. All teachers shall be given full credit on the Salary Sched-
2. ule set forth in Appendix A for full years of outside teaching
3. experience in any school district in the State of Michigan or
4. other teaching experience in a school 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 re-
3. ceive a car allowance of ten cents per mile. The same allowance
4. shall be given for use of personal cars for field trips or other
5. business of the district.

- D. 1. Retirement:
 - 2. a. \$50 per year for experience in the Gladwin system to a
3. maximum of \$1,000 shall be paid to the retiring teacher.

 - 4. b. To be eligible the teacher must have taught in the
5. Gladwin School District a minimum of five (5) years
6. and must have reached his 55th birthday.

 - 7. c. Present teachers of annexed districts to this district
8. shall have their years of experience in those districts
9. 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 protection:

- A.
 - 1. The Board shall contribute to an employee's fringe package
 - 2. the amounts below:
 - 3. a). 1973-1974 \$42.00 monthly (\$504.00 per year) per teacher,
 - 4. except those carrying Health Insurance may receive \$45.00
 - 5. monthly toward their Health plan.
 - 6. b). 1974-1975 \$42.00 monthly (\$504.00 per year) per teacher,
 - 7. except those carrying Health Insurance may receive the
 - 8. equivalent of full family Health Insurance up to the cost
 - 9. of MEA - MESSA Super Med. I.
- B.
 - 1. Employees may use the above stated benefit amounts toward
 - 2. any of the following options: Blue Cross-Blue Shield plans;
 - 3. MEA-MESSA or affiliate health and/or optional plans, and any
 - 4. other plans approved by the Board and Association.
- C.
 - 1. In the event that an employee, absent because of illness
 - 2. or injury, has exhausted sick leave accrual, the above mentioned
 - 3. fringe benefits shall continue throughout the balance of the
 - 4. school year.
- D.
 - 1. The Board shall make payment of insurance premiums for each
 - 2. employee to provide insurance coverage for the full twelve month
 - 3. period commencing September 1, and ending August 31, when neces-
 - 4. sary premiums in behalf of the teacher shall be made retroactively
 - 5. or prospectively to assure uninterrupted participation and coverage.
- E.
 - 1. There will be an open enrollment period extending for thirty
 - 2. (30) days from the beginning of the school year or from the be-
 - 3. ginning of employment for new employees for teachers to select
 - 4. and enroll in their insurance program and coverage. No changes
 - 5. will be permitted in the individuals insurance program unless
 - 6. there is a change in the family or dependents of the teacher.
- F.
 - 1. Blue Cross deductions will be made from the first check of
 - 2. each calendar month while MESSA deductions will be made from the
 - 3. second check each month.

ARTICLE XXV

Special Teaching Assignments

- A. 1. Assignments for the Adult Education, Community Education,
2. Driver Education and Summer School Programs will be made by the
3. Board on the basis of preference to tenure teachers possessing
4. permanent teaching certificates regularly employed in the district
5. during the normal 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,
5. it shall be the responsibility of the administration to arrange
6. for a substitute teacher. The use of regular teachers as substi-
7. tute teachers shall be avoided whenever possible. Substitutes
8. shall be paid for a regular teaching day per the following schedule:
9. a. \$26.00 for a degreed and certified person.
10. b. \$22.50 for a non-degreed and certified person.
- C. 1. Anyone asked to substitute more than ten (10) consecutive
2. days and who is qualified to teach in that area is to be protected
3. by a written agreement with a salary based on a 1/183 per attend-
4. ance day of his step on the salary scale starting with the eleventh
5. (11th) teaching day.
- D. 1. Staff filling less than a full time position may engage in
2. additional work with substitute teacher status.
- E. 1. By mutual agreement the Board and Association agree to accept
2. the guidelines established by the Instructional Council governing
3. the placement and supervision of student teachers and the respon-
4. sibilities of the supervisory master teacher.

ARTICLE XXVI

Student Discipline and Teacher Protection

- A. 1. 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the principal shall be notified. 7. The Board feels that the teacher and the specialists indicated above should work together to improve the case.
- B. 1. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary, according to the law, to protect himself from attack or to prevent injury to another student.
- C. 1. A teacher may ask the principal to exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. 5. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. 1. Procedure for suspension of students from school shall be distributed to students and teachers each year. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the teacher, child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- E. 1. Any case of assault upon a teacher while on duty should be promptly reported to the Board or its designated representative. 3. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. 1. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, 3. The Board may provide legal counsel and render all necessary assistance to the teacher in his defense.
- G. 1. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

ARTICLE XXVI Con't.

- 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
2. the student directed toward the teacher nor shall any notice
3. thereof be included in said teacher's personnel file unless such
4. matter is promptly reported in writing to the teacher concerned.

- J. 1. Teachers shall be expected to exercise reasonable care with
2. respect to the safety of pupils and property, but shall not be
3. individually liable, except in the case of gross neglect of duty,
4. 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 Policies Council (IPPC) consisting of four (4) representatives appointed by the Association and four (4) appointed by the Board. Advisory members may also be appointed by the council. The council shall meet regularly during the school year at least once monthly. The council shall report to the Board and Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation philosophy, projection of growth and organizational alternatives, development of a professional library and resource center, determination of educational specifications for buildings, determinations of in-service educational programs and times, and other related matters.
- B. 1. The chairman shall be selected by the IPPC. To assist the chairman in the performance of his responsibilities, the Board shall provide secretarial assistance.
- C. 1. The council may appoint such professional study committees as are deemed necessary to provide continued evaluation and improvement in the services and opportunities offered students and the community.
- D. 1. The council and its chairman shall co-ordinate activity in curriculum and professional development. In the interest of continual improvement the Board shall authorize the IPPC to:
- 4. a. schedule in-service programs for periods up to one-half day per month.
 - 6. b. conduct summer workshops when designed as an integral part of curricular development.
 - 8. c. authorize adequate conference attendance, visitations, and other educational study.

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
3. of the spirit of inquiry, the acquisition of knowledge and under-
4. standing and the thoughtful formulation of worthy goals. To
5. accomplish this, the Board and the Association agrees that the
6. students of the district 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
5. forth 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
3. building principal either personally or accompanied by his Assoc-
4. iation 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
2. the principal shall meet with the Association in an effort to
3. resolve the grievance. The principal shall indicate his dispos-
4. ition of the grievance in writing within five (5) calendar days
5. 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
2. the 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
6. days the superintendent or his designee, shall meet with the
7. Association on the grievance and shall indicate his disposition
8. of the grievance in writing within five (5) calendar days of
9. such meeting, and shall 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 such
4. 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
8. next regular meeting or two calendar weeks, whichever shall be
9. later, shall meet with the Association on the grievance. Dis-
10. position of the grievance in writing by the Board shall be made
11. no later than seven (7) calendar days thereafter. A copy of
such disposition shall be furnished to the Association.

ARTICLE XXIX Cont'.

- 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
4. to 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
7. Michigan Labor Mediation Board from a panel of professional
8. arbitrators submitted by the Michigan Labor Mediation Board. The
9. Board and Association shall not be permitted to assert in such
10. arbitration proceedings any ground or to rely on any evidence not
11. previously disclosed to the other party. The arbitrator shall
12. have no power to alter, add to, or subtract from the terms of
13. this Agreement. Both parties agree to be bound by the decision
14. of the arbitrator and agree that judgement thereon may be entered
15. in any court of 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 sub-
2. stantiated shall be found to have been unjustly discharged because
3. of failure to follow the evaluation procedure, he may be rein-
4. stated under the terms and conditions established by the arbi-
5. trator.
- 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 bargaining
2. committee will meet Monday noon, precedine the fourth Tuesday of
3. each month for the purpose of reviewing the Administration of the
4. contract and to resolve problems that may arise. These meetings
5. are not intended to bypass the grievance procedure.
- B. 1. Each party will submit to the other, prior to the meeting,
2. an agenda covering what it wishes to discuss.
- C. 1. All meetings between the parties will regularly be scheduled
2. to take place as promptly as possible at times when the teachers
3. involved are free from assigned instructional responsibilities
4. unless otherwise mutually agreed.
- D. 1. Should such a meeting result in a mutually acceptable amend-
2. ment of the agreement, then the amendment shall be subject to
3. ratification by the Board and the Association provided that the
4. bargaining committee shall be empowered to effect temporary
5. accommodations to resolve special problems.
- E. 1. The Association shall designate a teacher in each school
2. building as Association Representative (A.R.). The Association
3. Representative may ask to meet with the principal for the pur-
4. pose of reviewing the contract and to resolve problems which may
5. arise. These meetings are not intended to bypass the grievance
6. procedure.
- F. 1. Between March 1st and March 15th, of the year of expiration
2. of this contract, the parties shall initiate negotiation for the
3. purpose of entering into a successor agreement for the forthcoming
4. year.
- G. 1. Release time may be provided the Association's negotiating
2. committee to permit the parties to alternately meet both during
3. and after regular school hours for the purpose of reaching a
4. successor agreement as rapidly as possible.
- H. 1. In any negotiations described in this article, neither party
2. shall have any control over the selection of the negotiating or
3. bargaining representatives of the other party and either may sel-
4. ect its representatives from within or outside of the school dis-
5. trict. It is recognized that no final agreement between the parties
6. may be executed without ratification by a majority of the Board
7. and by a majority of the membership of the Association, but the
8. parties mutually pledge that representatives selected by each
9. shall be clothed with all necessary power and authority to make
10. proposals, consider proposals, and make concessions in the course
11. of negotiations or bargaining, subject to such ultimate ratification
12. There shall be three signed copies of the final agreement
13. for the purposes of record: One retained by the Board, one by the
14. Association, and one by the Superintendent.

ARTICLE XXXI

Guidelines for Class-Size

The following guidelines are recognized as being desirable in the interest of good education for pupils enrolled in the Gladwin Community Schools and will be followed unless school income is insufficient to provide sufficient staffing to meet these standards.

<u>Grade or Class</u>	<u>Ideal or Minimum</u>	<u>Reasonable</u>	<u>Maximum</u>
Kindergarten	20	28	30
1st	22	30	33
2nd	24	30	33
3rd	25	32	33
4th	25	32	33
5th	25	32	33
6th	25	32	33
7th	25	32	33
8th	25	32	33
<u>Grades 9 through 12</u>			
Composition	15	20	28
English	25	30	35
Language	25	30	35
Mathematics	25	30	35
Social Studies	25	30	35
Science	25	30	33
General Business	25	30	35
Record Keeping	25	30	35
Accounting I	25	30	30
Shorthand I	25	30	35
Office Practice I	25	30	35
Retailing	25	30	35
Business Law	25	30	35
Drafting I	20	25	30
Home and Family Living	25	30	35
Art I & II	20	25	30
Crafts	20	25	30
Wood Tech.	15	20	30
Small Engines	15	20	30
Plastics I & II	15	20	30
Automotive I & II	15	20	30
Building Construction I	15	20	30
Drafting II	20	25	30
Home Economics I, II, III	20	25	30
Accounting II	16	20	30
Office Practice II	16	20	30
Shorthand II	16	20	30
Co-op	20	30	35
Automotive III & IV	16	20	24
Building Construction II	12	16	20

ARTICLE XXXI - cont'd.

<u>Grade or Class</u>	<u>Ideal or Minimum</u>	<u>Reasonable</u>	<u>Maximum</u>
Art II	12	16	20
Advanced Math	16	25	30
Advanced Language and Publications	20	25	30
Agriculture I & II	20	30	35
Agriculture III & IV	15	25	30
Typing I	25	40	55
Physical Education	25	40	50
Band - High School & Junior High	40		open
Band - 6th grade	30		45
Chorus - Beginning	25	33	40
Chorus - Advanced	25		open
Science - Health	25	30	35

Consideration will be given to smaller classes in remedial sections of pupils.

ARTICLE XXXII

Miscellaneous Provisions

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

ARTICLE XXXIII

Duration of Agreement

This Agreement shall be effective as of August 27, 1973 and shall continue in effect until the 15th day of August, 1975. This Agreement shall not be extended orally but can be extended by written mutual agreement.

By _____ By _____
Its President Its President

By _____ By _____
Its Secretary Its Secretary

By _____ By _____
Chairman, Negotiating Member
Committees

By _____ By _____
Negotiating Committeeman Member

By _____ By _____
Negotiating Committeeman Member

By _____ By _____
Negotiating Committeeman Member

By _____ By _____
Negotiating Committeeman Member

Dated this _____ day of
_____, 1973.

APPENDIX A

SCHEDULE A
SALARIES

1973-74 Schedule

	<u>BA</u>	<u>BA + 18*</u>	<u>MA</u>	<u>MA + 15</u>	<u>EDS or MA + MA**</u>
0	8500	8800	9300	9600	10000
1	8950	9260	9820	10120	10520
2	9400	9720	10340	10640	11040
3	9850	10180	10860	11160	11560
4	10300	10640	11380	11680	12080
5	10750	11100	11900	12200	12600
6	11200	11560	12420	12720	13120
7	11650	12020	12940	13240	13640
8	12100	12480	13460	13760	14160
9	12550	12940	13980	14280	14680

(*) All employees that taught in the 1972-73 school year in Gladwin will need only BA + 15 to qualify for this scale in 1973-74.

(**) MA+MA means two (2) Masters Degrees have been conferred.

1974-75 Schedule

	<u>BA</u>	<u>BA + 20***</u>	<u>MA</u>	<u>MA + 15</u>	<u>EDS or MA + MA***</u>
0	8950	9275	9800	10125	10550
1	9400	9735	10320	10645	11070
2	9850	10195	10840	11165	11590
3	10300	10655	11360	11685	12110
4	10750	11115	11880	12205	12630
5	11200	11575	12400	12725	13150
6	11650	12035	12920	13245	13670
7	12100	12495	13440	13765	14190
8	12550	12955	13960	14285	14710
9	12995	13415	14480	14805	15230

(***) All teachers in the system required to have BA + 20 to qualify for this scale.

Longevity will be granted on the following basis:

Either: \$250 for faculty with 15 years service in the Gladwin Schools, or,

\$250 for faculty with 20 years total service in any schools.

Rate of pay for certified personnel in extra duty assignments will be \$7.50 per hour unless otherwise provided on Schedule B-1. Driver Education will be \$7.50 per hour; faculty director of Driver Education will receive \$8.50 per hour.

SCHEDULE B

Extra Curricular Salaries

Band Director	10%
Class Sponsors - 12th Grade	5%
11th Grade	2%
10th Grade	1%
9th Grade	1%
Junior High Class Advisor	1%
Club Sponsors	1%
Debate	3%
Safety Patrol	3%
School Plays - Each Play	3%
Student Council	5%
Athletic Director	10%
Head Football	10%
Ass't Football	7%
Head Basketball	10%
Ass't Basketball	7%
Freshman Basketball (2)	6%
Junior High Basketball	6%
Wrestling	7%
Head Track	6%
Ass't Minor Sport	4%
Baseball	6%
Golf	5%
Cross Country	5%
Cheerleading Advisor	5%
Junior High Cheerleading Advisor	2%
Junior High Yearbook	1%
Senior High Yearbook	2%
Girls Basketball	7%
Ass't Girls Basketball	4%
Girls Softball	4%
Girls Volleyball	4%
Girls Track and Field	4%

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 1972-73 school year.

APPENDIX B

SCHOOL CALENDAR 1973-74

Teachers Conference - New Teachers	August 27, 1973
Orientation - All Teachers	August 28, 1973
School Starts	August 29, 1973
No School - Labor Day	September 3, 1973
School ½ day - Conference ½ day	November 6, 1973
No School - Deer season	November 15, 16, 1973
No School - Thanksgiving	November 22, 23, 1973
School resumes	November 26, 1973
No School - Christmas Vacation	December 22 - January 1, 1974
School resumes	January 2, 1974
First Semester Exams	January 16, 17, 1974
First Semester ends	January 17, 1974
No School - Records day	January 18, 1974
Begin Second Semester	January 21, 1974
No School - Easter Vacation	April 11-16, 1974
School resumes	April 17, 1974
No School - Memorial Day	May 27, 1974
Final Exams	May 29, 30, 31, 1974
Close of School	May 31, 1974
Records Day	June 1, 1974

School attendance days - - -	180
Teacher attendance days - - -	<u>3</u>
Total	183

SCHOOL CALENDAR 1974-75

Teachers Conference - New Teachers	August 26, 1974
Orientation - All Teachers	August 27, 1974
School Starts	August 28, 1974
No School - Labor Day	September 2, 1974
School $\frac{1}{2}$ day - Conference $\frac{1}{2}$ day	November 5, 1974
No School - Deer season	November 15, 1974
No School - Thanksgiving	November 28, 29, 1974
School resumes	December 2, 1974
No School - Christmas Vacation	December 21 - January 5, 1975
School resumes	January 6, 1975
First Semester Exams	January 15, 16, 1975
First Semester Ends	January 16, 1975
No School - Records day	January 17, 1975
Begin Second Semester	January 20, 1975
No School - Easter Vacation	March 22-31, 1975
School resumes	April 1, 1975
No School - Memorial Day	May 26, 1975
Final Exams	June 3, 4, 5, 1975
Close of School	June 5, 1975
Records Day	June 6, 1975

School attendance days - - -	180
Teacher attendance days - -	<u>3</u>
Total	183

GRIEVANCE REPORT FORM

Grievance _____ School District _____

GRIEVANCE REPORT

Distribution of Form

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

Submit to Principal in Duplicate _____

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature of Principal Date

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

TENURE TEACHER
CONTRACT OF EMPLOYMENT

This AGREEMENT made this day _____, 19____ between the GLADWIN COMMUNITY SCHOOL DISTRICT, hereinafter called the District, and _____ hereinafter called the Teacher, for the school year _____.

WITNESSETH:

1. CERTIFICATION - It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
3. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the GLADWIN EDUCATION ASSOCIATION and the BOARD OF EDUCATION.
4. CONTRACT AND FINANCIAL INFORMATION:

Scale _____ Salary _____ Bi-Weekly Amount _____

First pay to be on or about _____.

Extra-Curricular _____ on step _____, _____ % Salary _____
_____ on step _____, _____ % Salary _____
_____ on step _____, _____ % Salary _____

Extra-curricular salary subject to completion of assignment.

Said Contract shall be for one year; shall commence on _____, 19____, and shall terminate on _____, 19____, to coincide with the terms of the Master Agreement.

In witness whereof the parties hereto have set hereunto their hands and seals this day and year above written.

Signature _____, Teacher _____, Superintendent
Authorized Signature

Address _____

PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT

This AGREEMENT made this day _____, 19____ between the GLADWIN COMMUNITY
SCHOOL DISTRICT, hereinafter called the District, and _____,
hereinafter called the Teacher, for the school year _____.

WITNESSETH:

1. CERTIFICATION - It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
3. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the GLADWIN EDUCATION ASSOCIATION and the BOARD OF EDUCATION.

4. CONTRACT AND FINANCIAL INFORMATION:

Scale _____ Salary _____ Bi-Weekly Amount _____

First pay to be on or about _____.

Extra-Curricular _____ on step _____, _____ % Salary _____
_____ on step _____, _____ % Salary _____
_____ on step _____, _____ % Salary _____

Extra-curricular salary subject to completion of assignment.

Said Contract shall be for one year; shall commence on _____, 19____,
and shall terminate on _____, 19____, to coincide with the terms
of the Master Agreement.

In witness whereof the parties hereto have set hereunto their hands and seals
this day and year above written.

Signature _____, Teacher _____, Superintendent
Address _____
Authorized Signature