

Kai:

Sending two copies of our
master contract with final adoptions.

Did not remember whether I sent
the two that you requested earlier
or not.

P.R.+R Chairman,

George M^cCormick
Sewinn High School
Sewinn, Michigan

*NEA
Dund. Arb.*

Page 17

Gwinn

1966-67

MASTER

Between the

Gwinn Education Association
and the
Gwinn Board of Education

CONTRACT

Gwinn Bd. of Educ.

GWINN PUBLIC SCHOOLS

M.E.A. FORSYTH SCHOOL DISTRICT #7
1216 KENDALE
E. LAUS., MI.
48824

1966-'67

AGREEMENT

This Agreement entered into this 25th. day of August, 1966, by and between the Board of Education of Forsyth School District #7, Gwinn, Michigan, hereinafter called the "Board" and the Gwinn Education Association, hereinafter called the "Association".

PREAMBLE

Since the Board of Education and the professional staff of Forsyth School District #7, Gwinn, Michigan, have the same ultimate aim of providing the best possible education for the children and youth of the school district, relationships must be established which will allow the two groups to consider matters with reference to wages, hours, and the other terms and conditions of employment as a joint responsibility. Procedures will be adopted which will provide an orderly method for the Gwinn Professional Negotiations Team and the Board of Education of Forsyth School District #7 to reach mutually satisfactory agreements concerning the above mentioned wages, hours, and other terms and conditions of employment, and shall be so recognized by the public employer.

The Board of Education and the Gwinn Educational Association recognize that teaching is a profession which requires specialized and educational qualifications and that the success of the educational program in the Gwinn School District depends upon the maximum utilization of the abilities of the teachers.

The Board of Education further recognizes that teachers have the right to join any organization for their professional or economic improvements but that membership in any organization shall not be required as a condition of employment.

The Gwinn Education Association recognizes that the Board of Education is charged by law with certain responsibilities which it must assume and discharge and which may not be delegated. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board as the final determinant of policy.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Gwinn is their mutual aim, and that the character of such education depends to a great extent upon the quality and morale of the teaching service and

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

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

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Gwinn Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, coordinators, department heads, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the house-bound or hospitalized, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan general school laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

TEACHER RIGHTS

A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings with the consent of the Board or its representative. This does not infer that the school district is to provide building facilities for area meetings. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers lounges shall be made available to the Association and its members. The Board or its representative shall approve any of the material which is posted by the teachers association prior to the posting of such material on bulletin boards.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available compiled information concerning the financial resources of the district and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the one year term of this Agreement, provided that upon the consent of both parties, they may be reopened for negotiation at any time during the term of the contract.

B. The days in membership may be changed from time to time by the Board whenever it is necessary in the opinion of the Board. The days in membership for the 1966-67 school year has been set at 184 days.

C. The Board shall set the school calendar by February 1 or as soon thereafter as possible and the Board shall consider recommendations by the Association in regard to the school calendar.

D. The teachers shall be entitled to appropriate additional professional compensation in the extra curricular salary schedule which is attached hereto and incorporated in this Agreement.

E. Teachers who have had experience in the Gwinn School system in the previous years shall not be required to attend pre-school teacher conferences on any day before the school year begins. Pre-school teacher conferences shall be required, however, for those teachers who are new to the Gwinn School system. The Board reserves the right to have orientation conferences with the teachers after the school year begins during the school day.

F. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

G. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties without loss of salary if previously consented to by the Board.

H. All teachers shall be released from regular duties without loss of salary for the purpose of participating in the annual Region 16-17-18 Fall Conference provided that the usual two days for such fall conference continue to be counted as days in membership by the Board of Education.

I. A teacher or teachers may be released from regular duties without loss of salary for the purpose of participating in other regional or state meetings of MEA with the prior consent of the Board.

ARTICLE IV

TEACHING HOURS

A. The teacher's normal teaching hours in elementary and secondary schools shall be as follows:

- (1) Secondary and Junior High teachers 15 minutes prior to beginning of school day and 30 minutes after the school day ends.
- (2) Elementary teachers 30 minutes prior to beginning of school day and 15 minutes after the school day ends.
- (3) Teachers shall not leave school unless permission is granted by the principal.
- (4) Length of school day to continue as presently set up.
- (5) The Board may make changes in the school or work day from time to time.

B. The Board recognizes the principle of a standard work week and will, so far as is possible, set work schedules and make professional assignments which may be reasonable completed in the standard work week.

ARTICLE V

TEACHER LOADS AND ASSIGNMENTS

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 25 teaching periods and 5 unassigned preparation periods. As a general pattern, teachers shall teach no more than five periods where a secondary school day consists of six periods, or have more than 3 preparations. The goal of the Gwinn Public School System shall be to equalize the elementary and secondary teaching responsibilities.

B. The Board recognizes that the teaching load set forth in paragraph A of this Article are desirable whenever possible. The Board, however, shall have the right to depart from the teaching load whenever in the opinion of the Board it is necessary.

C. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training and choice whenever possible. Weekly teaching loads of elementary teachers shall be as agreed between the Association and the Board or its designated representative.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. If a change is necessary after this date, the teacher shall be contacted or notified as soon as possible. Such changes will be voluntary to the extent possible.

E. The Board shall make every effort to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such change. The decision of the Board or its representatives in regard to grade assignment shall be final.

ARTICLE VI

TEACHING CONDITIONS

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

Whenever possible the Board shall strive to maintain the following maximum teacher-pupil ratio:

Kindergarten per 1/2 day session	22 pupils
Elementary school grades	25 pupils
Special classes for handicapped or mentally retarded	15 pupils
Special sight-saving and hearing conservation classes	12 pupils
Emotionally disturbed classes	9 pupils
English)	
Social Studies)	
General Education)	
Mathematics)	25 pupils
Science)	
Language)	
Business)	

Typing	40 pupils
Industrial Arts	20 pupils
Drafting	25 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Music	35 pupils
Art	25 pupils
Physical Education	40 pupils

C. The Board agrees to confer from time to time with representatives of the Teachers Association for the purpose of obtaining the recommendations of the representatives of the Teachers Association on the selection and use of educational tools.

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

E. The Board shall strive to make available whenever possible in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge in which smoking shall be permitted. All lounges shall be available for the use of the professional staff, faculty, Board members, guests, Board attorney, and MEA representative.

F. The Board shall strive to make telephone facilities available to teachers in the faculty lounge for their reasonable use.

G. The Teachers Association may place vending machines in the teachers' lounge which vending machines shall be approved by the Board and the proceeds shall go to the teachers' fund. Consumption of vending machine products shall be limited to the teachers' lounge.

H. The Board shall strive to designate parking areas on school grounds to be used exclusively by teachers during school hours.

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association President and providing for appropriate posting in every school building. No vacancy shall be filled except temporarily unless it has been posted for fifteen (15) days.

B. When a vacancy is to occur in the school system, the Board shall declare the position vacant. The notice of vacancies shall be accompanied by a job analysis. Any qualified personnel within the system may apply on the proper application form obtainable from the superintendent.

C. Both recruitment, recommendation, and nomination shall be under the direct administration of the superintendent. He may appoint persons or committees to aid him in an advisory capacity in the discharge of this responsibility. Final recommendation to be made by the Superintendent.

ARTICLE VIII

TRANSFER

A. Teachers are subject to transfer from one position to another at the discretion of the principal in charge of the building and the Superintendent in accordance with the Tenure Act. The following factors shall be considered in the transfer of teachers.

1. A conference of all employees concerned shall be held with the Superintendent.
2. All reasons for the transfer shall be reviewed.
3. Disposition of the case shall be made in writing by the Superintendent to all parties involved.
4. The Superintendent's decision shall be final.

B. When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to:

1. Quality of service which these employees have rendered in the system.
2. Educational qualifications.
3. Length of service in system.
4. Length of service in position.

C. When teachers are to be released for reasons of decreased enrollment, the following items shall be considered:

1. Quality of service which these employees have rendered in the system.
2. Educational qualifications.
3. Length of service in position.
4. Length of service in system.

ARTICLE IX

SUPERVISION AND EVALUATION

A. The principal shall make at least three visits for each teacher during his first year of teaching in our system. (Gwinn Public Schools). Two visits to second year teachers in our school system.

B. The tenure coach shall make at least one formal visitation to the probationer's classroom between October 31 and March 1st.

C. The amount of time spent in each classroom by the principal observing tenure teachers should be determined by the amount of observation time it is felt is necessary for an adequate evaluation of the effectiveness of a particular teacher.

D. Evaluation of the effectiveness of teaching is a basic function of the building principal. The process of evaluation shall be viewed by teachers and administrators as an opportunity for improving the skills and abilities of both teachers and administrators.

E. All evaluation records are to be discussed at individual Principal-Teacher conferences. These conferences are to be held prior to the date when the evaluation records are required to be presented to the superintendent of schools. Reports from the Building Tenure Chairman on probationary teachers shall also be received prior to this time.

F. Each principal will be required to turn in a written evaluation of all the teaching personnel under their jurisdiction to the Superintendent of Schools on or before March 15 of each year. The final recommendation of the Building Tenure Committee and the building principal on probationary teachers shall also be submitted at this time to the office of the Superintendent by the building principal.

G. All monitoring or observation of the working performance of a teacher shall be conducted openly and with full knowledge of the teacher.

H. Each teacher shall be given an opportunity to review his personnel file upon a reasonable request. The confidential portion of the personnel file, however, shall not be reviewable by the teacher.

I. A teacher shall be entitled to have a representative of the Association present when he is being officially reprimanded, warned, or disciplined 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. An official reprimand, warning or discipline shall not include informal reprimand, warnings or discipline.

J. No teacher shall be disciplined, reprimanded, reduced in rank or deprived of compensation or any professional advantage without just cause and in accordance with the Tenure Act.

ARTICLE X

LEAVES

A. All teachers absent from duty due to personal illness shall be allowed full pay for a total of 10 days per year. Such sick leave to be accumulated at the rate of one day per month. Prior to November 15th. of each year, those teachers who have not accumulated enough sick leave to cover their illness, will not receive sick leave pay. Pay for days deducted because of lack of accumulated sick leave will be paid on the June check up to the limit of accumulated days. After November 15th. of each year, any teacher who exceeds their sick leave and does not return to the system, shall have an adjustment made on their final check.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board his regular salary for the number of days he is absent from his teaching duties up to the limit of his accumulative leave in the sick bank with subtraction of sick leave.

C. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave and the maximum shall be unlimited.

D. Teachers shall be given written notice of total sick days available at the beginning of the school year. The teacher shall be responsible for keeping running account of sick leave throughout the balance of the school year.

E. Any teacher whose personal illness extends beyond the period compensated under the preceding paragraphs shall be granted a leave of absence without pay for such time as is necessary to complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position. Such leave of absence must be requested by the teacher in writing after sixty days of illness. The intention to return to a teaching position during the next school year shall be made in writing prior to April 15.

F. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons with the prior consent of the Board or its representative:

1. Sick leave, which shall include: personal illness which makes it unwise for the employee to be at school, illness in the immediate family and quarantine. Up to five days sick leave will be granted for each death in the immediate family. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household.
2. Three days for the conduct of personal business. Teachers must notify the principal two days in advance of taking personal business days. Personal business days cannot be taken two days prior to or following school vacations.
3. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

G. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons with the prior consent of the Board or its representative:

1. Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as is spent in jury duty will not be charged against sick leave.
2. Court appearances as a witness in any case connected with the teacher's employment or the school.
3. Attendance at conference - All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be made in writing to the Principal. If the Principal approves, he will countersign the request and forward it to the Superintendent for his approval. Reimbursement for expenses will be made only on approved trips.
 - a. Travel expenses by car will be reimbursed at \$.10 a mile plus actual expenditures for tolls. Travel expenses by common carrier will be reimbursed at cost. It should be noted that school business travel is tax free upon filing an affidavit. Affidavits may be obtained from the Administration Office.
 - b. Cost for lodging and meals will be reimbursed at cost with a maximum of \$13.50 a day.
4. Time necessary for taking selective service physical examination when proof is furnished of the pending examination.

H. Leaves of absence without pay shall be granted upon application for the following purposes providing a qualified replacement can be found with the prior consent of the Board or its representative:

1. Study related to the teacher's licensed field.

2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.

I. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of seven days when proof of such illness is shown by a doctor's statement.

J. A teacher may receive sick leave for illness during pregnancy during the time the teacher is actively employed as a classroom teacher. The teacher shall not receive sick leave from the time lost during child birth and recovery from child birth.

K. During the fourth month of pregnancy the teacher shall notify the Superintendent of her condition. Such information will be kept as a privileged communication within the administrative staff. The teacher shall request, in writing, a leave of absence for pregnancy of not less than ninety days, i. e. sixty days before the expected arrival of the baby and 30 days following the child's birth. This minimum leave may be shortened by mutual agreement between the teacher and the Board in cases where replacements are unavailable and the teacher remains in good health. Such minimum leave will be granted, in writing, by the Board in all instances.

L. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of up to two increments and which would have been credited to them had they remained in active service of the school system.

M. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office if a qualified replacement is available.

N. The Board and the Association shall negotiate in regard to sabbatical leave during the course of the 1966-67 school year.

ARTICLE XI

PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for

psychotherapy. Whenever, it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense. The Board shall determine the nature of the reasonable assistance after investigating all of the facts and circumstances surrounding the incident.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher provided it is so recommended by the Superintendent and approved by the Board.

ARTICLE XII

NEGOTIATION PROCEDURES

A. Two or more members of the professional negotiations committee may attend all Board of Education meetings which are open to the public and receive eleven copies of the agenda prior to the meeting and also receive eleven copies of the minutes of the previous school board meeting.

B. The Association shall be responsible for negotiating with the Board relative to personnel matters to the extent required by Act 379 of the Public Acts of 1965 for the statutory purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for all members of the professional staff in the district, except administrators and non-professional staff members. Essentially these matters will refer to: (1) working conditions (2) teacher contracts (3) salaries (4) dismissals. Every effort shall be made by the Association to settle problem areas related to the above mentioned areas of concern through proper channels as established by school board policy, for example, through the administrative level: building principals, assistant superintendents, or the superintendent.

C. Ethics

All negotiating shall be carried on in an atmosphere of mutual respect and courtesy in accordance with principles set down in recognized codes of ethics.

D. Notification

The Association shall submit in writing to the Superintendent of Schools a request for a meeting with the Board or its representative to discuss specific matters relating to the extent required by Act 379 of the Public Acts of 1965. Likewise, the Board shall request in writing a meeting with the Association. Within five (5) days of the receipt of such request, agreement shall be reached as to time and place for the meeting which shall be held within fifteen (15) days of the receipt of the request unless there is a written agreement by both parties to an extension of time.

E. Content of Proposal

The party requesting the meeting must submit written proposals to the other party not less than five (5) days before the date set for the meeting. Each party shall provide, upon request, such information as is requested and is pertinent to the proposal.

F. Rules of Order

The party requesting the meeting shall prepare its agenda and present it to the other party at least five (5) days before the date set for the meeting. It is further agreed that the bargaining session shall be opened only to members of each bargaining team. The parties shall meet for such reasonable times as may be necessary to complete the agenda.

G. Agreement

When the members of the bargaining team for the respective parties have reached an agreement, they shall then or as soon as practicable thereafter, discuss the matter with the membership of their respective parties.

H. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other provided such items are negotiable in accordance with the law applicable. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

I. At least sixty (60) days prior to the 1st. of March of the year in which the Agreement expires, the parties will begin negotiations for a new Agreement for the next ensuing school year.

J. In any negotiations described in this Article neither party shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties

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

K. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem necessary.

L. The Board may designate one or more members to act on its behalf or may designate administrative or professional personnel to act on its behalf in regard to MEA negotiations set forth hereinbefore.

ARTICLE XIII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of the procedure set forth in the Section is to secure, at the lowest possible, equitable solutions to the problem of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his immediate supervisor or building principal.

C. If a grievance is not satisfactorily resolved by informal discussions with his immediate supervisor or building principal, the grievance must be submitted in writing to the designated representative of the Board. The Board shall designate a person or persons to represent it in the grievance procedure. Within ten (10) days after receipt of the written grievance by the Board or its representative, the parties shall meet to consider the grievance.

D. If the grievance is not satisfactorily resolved by the procedures set forth in the preceding paragraph, the grievant may ask for a meeting with the entire Board of Education and such a meeting shall be held within thirty (30) days after the request has been made by the grievant or his representative.

E. In the event that the parties are not able to satisfactorily resolve the grievance after the procedure set forth hereinbefore, then either party has the right to request labor mediation. The cost of mediation or arbitration shall be shared equally by the parties unless otherwise agreed. The award of the arbitrator or mediator will be binding upon both parties in so far as is permitted by statute.

F. Rights to Representation.

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any teacher organization other than the Association. Provided, further when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing.

G. Miscellaneous

During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and preliminary dispositions will not be made public without the agreements of all parties.

H. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE XIV

MANAGEMENT RIGHTS CLAUSE

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

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

- (2) To hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. " Nothing contained in Article XIV shall deprive the Association of any rights afforded to it under Act 379 of Public Acts of 1965.

ARTICLE XV

MISCELLANEOUS PROVISIONS

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

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

C. Copies of this Agreement shall be distributed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. 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. The Board or its designated representative may release the teaching staff from classes from time to time for the purpose of conducting faculty meetings or in service training programs.
- F. The Board will deduct tax deferred annuities from the salary of the teacher upon request of the teacher provided the insurance carrier is previously approved by the Board.
- G. The teacher shall submit to any physical and/or mental examination at the inception of the school year or at anytime during the course of the school year as may be directed by the Board. The physical and/or mental examination shall be paid for by the Board of Education and the Board may request health certifications from its physician as a mandatory requirement prior to the teacher commencing the school year or prior to returning to teach.
- H. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board on assignment authorizing deduction of membership dues of the Gwinn Education Association, and/or the Michigan Education Association, and/or the National Education Association. Such sum shall be deducted as dues from the regular salaries of member teachers and remitted to the respective Association.
- I. The Board shall include in each library a copy of the School Code and Tenure Act.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

GWINN BOARD OF EDUCATION

By John a Fallon President

By Edward Morden Secretary

GWINN EDUCATION ASSOCIATION

By Robert Pelkie President

By Jo Anne Dainey Secretary

APPENDIX "A"

SALARY SCHEDULE

Base (\$5,500)

1966-67 School Year

Salary Step	Index	BA	Index	BA + 15	Index	MA	Index	MA + 15	Index	MA + 30
0	1.00	5,500 5,500	1.03	5,665	1.06	5,830				
	1.03	5,665	1.06	5,830	1.09	5,995	1.12	6,160		
2	1.06	5,830	1.09	5,995	1.13	6,215	1.16	6,380	1.20	6,600
3	1.11	6,105	1.14	6,270	1.18	6,490	1.21	6,655	1.25	6,875
4	1.16	6,380	1.19	6,545	1.23	6,765	1.26	6,930	1.30	7,150
5	1.21	6,655	1.24	6,820	1.28	7,040	1.31	7,205	1.35	7,425
6	1.26	6,930	1.29	7,095	1.33	7,315	1.36	7,480	1.40	7,700
7	1.31	7,205	1.34	7,370	1.38	7,590	1.41	7,755	1.45	7,975
8	1.36	7,480	1.39	7,645	1.43	7,865	1.46	8,030	1.50	8,250
9	1.41	7,755	1.44	7,920	1.48	8,140	1.51	8,305	1.55	8,525
10	1.46	8,030	1.49	8,195	1.53	8,415	1.56	8,580	1.60	8,800
15	1.51	8,305	1.54	8,470	1.58	8,690	1.61	8,855	1.65	9,075
20							1.66	9,130	1.70	9,350

A. The Board shall pay to the teaching staff an amount equivalent to Five Hundred (\$500.00) Dollars times the number of full-time teachers on the teaching staff for the 1966-67 school year. Such sum shall be paid to the teachers in the manner following: Four Hundred (\$400.00) Dollars to teachers new to the Gwinn School System for the 1966-67 school year and the remaining portion of said amount shall be paid to the remaining teachers on a pro rata basis in accordance with their indexed position on the foregoing salary schedule. Said amount shall be paid in 26 equal installments.

B. If hours by the teachers are not approved by the college or university as credit on an advanced degree, such hours must first be approved by the Superintendent or Board in order for the teacher to advance on the salary schedule.

C. The Board shall pay the health, accident and hospitalization insurance premium for the teachers of the district which shall include:

- (1) Basic Plan MEA - weekly indemnity of \$100 maximum per week - starting with the 8th. day.
- (2) Life Insurance with double indemnity (under age 50 - \$2500 age 50 and over \$1250).
- (3) Hospitalization - \$25 deductible all of the next \$300 plus 75% of the next \$5000.
- (4) Major medical - after payment of the \$50 deductible the major medical pays 80% of uncovered expense until \$10,000.
- (5) All dependents will be added for Hospital, Surgical and Major Medical benefits.
- (6) Dependents' life insurance.

The insurance premiums shall be paid as of the date the teacher commences to work.

D. A teacher transferring into the district with prior experience shall receive a maximum of five (5) years full credit on the salary schedule and one-half credit for the number of years experience in excess of five (5) years. The teachers new to the system shall also receive one-half credit for military service.

E. Change in salary brought about by change in certification shall be issued on the date of the issuance of the certificate.

F. Teachers for exceptional children shall receive Four Hundred (\$400.00) Dollars above base pay when teaching in their fields and the teachers who qualify for this additional sum are those well qualified by the State Department of Public Instruction for teaching Speech Correction, Mentally Retarded, Deaf, Hard of Hearing, Sight Saving, Emotionally disturbed, or Physically Handicapped.

G. The teachers will be paid in twenty-six installments payable bi-weekly.

H. Co-ordinators and department heads shall receive .05 above their step on the salary schedule.

I. A terminal leave payment of 50% of the cumulative sick leave at the current substitute rate will be paid upon retirement or leaving the employ of the Gwinn School District provided the teacher has been employed by the school district for five (5) years or in excess thereof.

J. The salary schedule is based upon the number of days in membership as determined by the school calendar which is 184 days for the 1966-67 school year.

APPENDIX "B"

EXTRA CURRICULAR ACTIVITIES

A. Teachers shall be assigned to the following extra curricular activities and shall be compensated in addition to his base salary. The agreement on salaries for extra curricular activities shall be applicable to the 1966-67 school year.

Ski Coach	\$300.00
Golf Coach	300.00
Head Track Coach	500.00
Assist. Track Coach	300.00
Tennis Coach	300.00
Head Varsity Football Coach	950.00
Assist. Varsity Football Coach	750.00
Head Jr. Varsity Football Coach	750.00
Assist. Jr. Varsity Football Coach	700.00
Varsity Basketball Coach	900.00
Jr. Varsity Basketball Coach	540.00
9th. Grade Basketball Coach	250.00
8th. Grade Basketball Coach	250.00
7th. Grade Basketball Coach	200.00
Varsity Cheerleader Advisor	200.00
Jr. Varsity Cheerleader Advisor	150.00
Jr. High Cheerleader Advisor	100.00
Play Director	100.00
Driver Training	4.50 per hour
Band Director	400.00

Game Officials

Varsity	\$ 5.00 per game
Junior Varsity	4.00 per game

Game Statistician	5.00 per game (Varsity Football)
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Ticket Sellers

Varsity	5.00 per day/night
Junior Varsity	3.00 per day/night

Ticket Takers	4.00 per day/night
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Majorette Sponsor	100.00
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Choral Director	100.00
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Senior Class Advisor	150.00
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Junior Class Advisor	150.00
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Sophomore Class Advisor	100.00
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Freshman Class Advisor	100.00
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Student Council Advisor	150.00
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Club Sponsor	50.00
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The Board reserves the right to make the assignment of any individual teacher to any of the extra curricular activities hereinabove and the teacher agrees to perform the duties in connection with the extra curricular activities if so requested by the Board.

B. The Board through its representative shall assign duties in a fair and equitable manner to the various teachers outside of the regular working hours to perform duties in connection with school functions and affairs. Teachers shall be assigned in a fair and equitable manner to a fair share of the afore mentioned affairs but may further be assigned duties in connection with other matters which are not specifically enumerated herein.