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BETWEEN THE

GWINN EDUCATION ASSOCIATION

AND THE

GWINN BOARD OF EDUCATION

FORSYTH SCHOOL DISTRICT #7

GWINN PUBLIC SCHOOLS

GWINN, MICHIGAN

Grinn

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AGREEMENT

This Agreement entered into this 27th. day of August, 1968, 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 II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract in the Gwinn School System including classroom teachers, guidance counselors, librarians, speech and hearing therapists, visiting teachers, supervising teachers, teachers of the homebound or hospitalized, department heads, but excluding supervisory and executive personnel, part time classifications, athletic director, community school director, substitute teachers, nurses, administrative assistants, office, clerical, maintenance, and operating employees, and evening and summer school teachers, except for those who teach credit courses.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Gwinn Education Association in the bargaining or negotiating unit as above defined. The term "board" shall include its officers and agents.

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

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. Such meetings are not to interfere with other regularly scheduled activities. This does not infer that the school district is to provide building facilities for area meetings.

B. No teacher shall be prevented from wearing insignia pins or other identification of membership in the association either on or off school premises.

C. Bulletin boards in teachers' lounges shall be made available to the association and its members for posting official organizational materials. The Superintendent or his designated representative will have the right to approve or disapprove posted materials prior to the posting of such materials.

D. The Board agrees to furnish to the Association information which is tentative and subject to discussion and revision when such information is pertinent to negotiating purposes only after it has been presented to the Board of Education at a regular meeting. In making such requests, the employee organization must specify the information desired and give the purpose for which it is desired. Original records may be examined only at the offices of the board, and the employee organization will be required to reimburse the Board for extra expenses incurred in furnishing information or making records available.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The salaries of teachers concerned 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 of student instruction shall be in accordance with House Bill 2175 and the school code which states in part that the Board of every district shall determine the length of the school term. The minimum number of days of student instruction shall not be less than 180. Days lost because of strikes or teachers' conferences shall not be counted as a day of student instruction. In order to insure this requirement, the teachers' work year for the 1968-69 school year will be 185 days. The five days over the 180 days of student instruction will be as follows: One day at the beginning of the year for orientation of teachers new to the school system; two days for regional M. E. A. meetings; and one day at the end of each of the two semesters for correcting exams, recording grades, attendance records, etc.

C. The Board shall set the school calendar by February 1 or as soon thereafter as possible, and the Board shall consider suggestions by the Association in regard to the school calendar so long as such suggestions are in agreement with the school laws.

D. The teachers shall be entitled to appropriate additional professional compensation in the extra-curricular salaries schedule. A committee of teachers is to be appointed, under the chairmanship of the building principal, to define the purpose and objectives of all extra-curricular activities, as well as the role, responsibilities and duties of all directors, advisors, sponsors, coaches, etc. for consideration by the GEA and Board of Education prior to further discussion concerning financial reimbursement for such activities.

E. Teachers who have had experience in the Gwinn School System in the previous years shall not be required to attend pre-school teachers' conferences on any day before the school year begins. Pre-school teacher conferences shall be required, however, for all those teachers who are new to the Gwinn School System. The Board reserves the right to have orientation and in-service training conferences with the teachers after the school year begins during the school day so long as such conferences are in agreement with the school laws.

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 negotiating, including mediation, 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 regional 16th., 17th., and 18th. fall conference in accordance with Section B previously stated.

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 the M. E. A. with the prior consent of the Superintendent or Assistant Superintendent.

ARTICLE IV

TEACHING HOURS

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

- (1) High School and Middle School teachers - 15 minutes prior to the beginning of the school day and 30 minutes after the school day ends.
- (2) Elementary teachers - 30 minutes prior to the beginning of the school day and 15 minutes after the school day ends.
- (3) If, by mutual agreement, the Association and the Board find that it is in the best interests of the educational program to reverse this time schedule, flexibility is provided to do so.
- (4) Teachers shall not leave the school building during the above hours unless permission is granted by the principal or his designated representative.
- (5) No changes in teaching hours or teaching days shall be authorized without prior consultation with the Gwinn Education Association. In the event of any disagreement between the representative of the Board and the Gwinn Education Association as to the need for and the desirability of such deviation, the matter shall be processed through the professional grievance procedure.

B. All teachers are to be in their rooms or doing work pertinent to their daily schedule during the above mentioned hours.

C. 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 reasonably 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 middle school will be 30 teaching periods and 10 unassigned preparation periods. As a general pattern, teachers shall teach no more than 5 periods where the high school day consists of 6 periods or have more than 3 preparations --

in the middle school teachers shall teach no more than 6 periods where the middle school day consists of 8 periods or have more than 3 preparations. The goal of the Gwinn Public Schools shall be to equalize the elementary, middle school and the secondary teaching responsibilities as much as possible.

B. The term unassigned preparation periods shall be construed to include the use of this period for educational purposes other than preparation when deemed necessary in the judgment of the Board or its representative.

C. The Board recognizes that the teaching loads set forth in Paragraph A of this Article are desirable whenever possible. No changes in teaching loads shall be authorized without prior consultation with the Gwinn Education Association. In the event of any disagreement between the representative of the Board and the Gwinn Education Association as to the need for and the desirability of such deviation, the matter shall be processed through the professional grievance procedure.

D. 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.

E. 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 principal as soon as practicable and prior to June 1. If a change is necessary after this date, the teachers shall be contacted or notified as soon as possible. Such changes will be voluntary to the extent possible.

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

ARTICLE VI

TEACHING CONDITIONS

A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue every effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible. 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.

B. 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 foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half classes specialized or experimental instruction (e. g. team teaching or large group instruction, improvement of instructional methods, distribution of students by attendance areas, changes in enrollment or any other obviously valid reason).

D. The Board agrees to thoroughly examine the enrollment of all schools within one week after the fourth Friday count to determine if class sizes of each school are in an acceptable manner. The Board further agrees to examine the enrollments of all schools to determine if class sizes at each school are reasonably comparable.

E. The Board agrees to confer from time to time with representatives of the teacher association for the purpose of obtaining the recommendations of the representatives of the teacher association on the selection and use of educational tools.

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

G. 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.

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

I. 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. All monies realized through the vending machines in the teachers' lounges shall be under the jurisdiction of the Gwinn Teachers Association to be spent as the Association sees fit. It is expected that books will be kept and audited.

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

K. The Board of Education and its authorized representative will extend every effort and explore all possibilities to provide all certified personnel within the bargaining unit with a duty free lunch period. It is likely that the supervision of noon hour programs will have to be handled by teachers who will be paid on an extra-curricular schedule. The Board reserves the right, however, to appoint non-certified personnel to these duties.

L. All substitute teachers must present evidence of the possession of a teaching certificate valid in the State of Michigan. The rate of pay for substitute teaching will be \$25.00 per day. The Board agrees to have substitute teachers receive salaries equal to their position on the salary schedule after 30 days of fulltime uninterrupted teaching responsibility. This base salary pay shall start the day following the 30th. day and shall not be retroactive with the substitute teaching receiving the substitute pay up through the 30th. day. Uninterrupted teaching responsibility is interpreted to mean 30 school days in normal succession in the same assignment.

M. The Board agrees to pay certified personnel teaching adult education classes for approved high school credit a pro-rated rate according to the number of hours taught commensurate with the salary schedule.

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever a vacancy for a position within the appropriate bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the association president and provide for appropriate posting in every school building. No vacancy shall be filled unless it has been posted for five days.

B. Notice of vacancies shall be accompanied by a job analysis. Any qualified personnel within the school system may apply on the proper application form obtainable from the Superintendent. If a vacancy occurs during the school year, and a qualified applicant within the school district is selected for the position, this applicant will be transferred to the new position the following year.

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

D. In filling professional vacancies to administrative positions, the board shall consider the professional qualifications, background, attainments and other relevant factors, including service in the school district and of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the board, and the decision of the board with respect to such matters will be final.

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 as teachers in the system in accordance with Article IX of the Master Agreement.
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 as teachers in the system in accordance with Article IX of the Master Agreement.
2. Educational qualifications.
3. Length of service in position.
4. Length of service in system.

- D. All four factors listed in B and C will bear equal weight.

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 1.
- 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, including reprimand, suspension with or without pay, demotion or discharge, without just cause. Just cause shall include, but not be limited to:

1. Incompetence.
2. Insubordination against the rules of the board.
3. Moral misconduct.
4. Any violation of the terms of this agreement.
5. Any violation of the MEA and NEA Code of Ethics.

ARTICLE X

LEAVES OF ABSENCE

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 15 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 15 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. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave and the maximum shall be unlimited.

C. 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.

D. 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.

E. 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. Two (2) 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.

Procedure for the administration of the personal business leave shall be governed by the following regulations:

- (a) The personal business leave shall be subtracted from the sick leave accrual. Teachers not having sick leave credit shall not be granted the personal business leave under the above provision.
 - (b) The personal business leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend or after school hours. Certain types of family obligations, legal commitments, religious observances, unusual circumstance related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy.
 - (c) Teachers wishing to make use of the leave must submit a Form G-1 Employee Absence Report, to the Superintendent at least two days in advance of the anticipated absence except in cases of emergency.
 - (d) If the nature of the leave is classified as an emergency, the G-1 may be submitted at the earliest possible time.
 - (e) If approval of personal business leave has not been received prior to the date of absence, the teacher should contact the building principal.
 - (f) Approval of personal business leave will be contingent upon the securing of an acceptable substitute.
3. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

F. 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. A leave of absence with pay may be granted for time necessary for appearance in any legal proceeding connected with the teachers' employment or with the school system if the teacher is required by law to attend.

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 expenditure 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 \$23.50 per day if the meeting requires staying overnight.
 - (c) The number of teachers allowed to leave at any one time will be within the discretion of the administration.
4. Time necessary for taking selective service physical examination when proof is furnished of the pending examination.

G. Leaves of absences without pay shall be granted upon written application for the following purposes provided 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.

H. In the event a leave of absence is granted in accordance with the provisions of item G above:

1. The leave shall be limited to one year.
2. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
3. Salary increments shall not accrue.
4. Written notice of intention notice to return or resign shall be given in writing to the Superintendent of Schools by March 1 of the year in which the leave expires.
5. Re-employment shall depend upon an opening on the staff for which the teacher is qualified.

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. Upon written application, a maternity leave shall be granted without pay commencing no later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. The teacher shall be entitled to a leave of 90 days. For example, 60 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. Upon return the teacher may be assigned to the same or similar position providing a vacancy exists.

K. A leave of absence shall be granted to a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

L. A teacher will be granted a one year leave without pay prior to the beginning of or at the conclusion of the school year to campaign for himself or serve in a public office if a qualified replacement is available.

M. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may grant sabbatical leaves for study providing:

- (a) No more than 2 of the teachers in the district shall be absent on sabbatical leave at any one time.
- (b) Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.
- (c) The teacher has completed at least seven consecutive full school years of service in the district.
- (d) The teacher shall agree to remain in the employ of the district for a period of not less than two years following his return from sabbatical leave.
- (e) The employee on sabbatical leave will be required to file periodical reports with the Superintendent.
- (f) The Board shall be responsible for granting all leaves and approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
- (g) The compensation for a teacher on sabbatical leave shall be one half. During the sabbatical leave the sick leave policy will not apply, and the Board will not continue to make insurance payments.

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 not to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, 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, and the teacher is blameless in the incident.

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 (11) copies of the agenda prior to the meeting and also receive eleven (11) copies of the minutes of the previous school board meeting the day following the meeting. The Board further agrees to have extra copies available at the board meetings of information which is discussed. Such copies of information are to be returned to the Board at the conclusion of the 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, wage hours of employment or other conditions of employment for members bargaining in the district. 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 mentioned area of concern through proper channels as established by school board policy; for example, through the administrative level, building principals, assistant superintendent, 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 thereinbefore.

M. During the term of this Agreement neither the Gwinn Teachers Association nor any persons acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike (ie., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.

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. If a teacher does not file a grievance in writing with the principal or other designated board representative within five (5) school days after the occurrence, then the grievance has been considered as waived.

B. Purpose

The primary purpose of the procedure set forth in the Section is to secure, at the lowest possible level, 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. Mediation - If the Board of Education, the aggrieved teacher and the Gwinn Education Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may within ten (10) days after the decision of the Board of Education be appealed to the mediation and fact-finding procedures established by Act 379, Public Acts 1965. Such appeal shall be in writing and shall be delivered to the labor mediation board, and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned. The cost of mediation shall be shared equally by the parties unless otherwise agreed. The award of the mediator will be binding upon both parties.

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

TEACHER CERTIFICATION

A. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.

B. When a teacher earns a degree or earns sufficient semester hours to move from one position on the salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. A transcript of college credit or other substantiating evidence must be filed with the Superintendent. A four week grace period after the beginning of each semester will be allowed for presentation of the substantiating evidence.

C. 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.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. 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.

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

C. 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.

D. 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.

E. 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.

F. Within thirty (30) 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.

G. The Board shall include in each school library a copy of the School Code and Tenure Act.

H. The Board shall provide, without cost to the teacher, 12 month coverage of Super Medical Benefits, loss of time protection of \$100 a week, life insurance and dependent life insurance.

<u>Hospital Expenses</u> <u>Inpatient and Outpatient</u>	100% of first \$1,000 of eligible expenses plus 90% of the next \$29,000.
<u>Surgical Fee</u>	\$300.00 schedule, 80% of excess.
<u>Doctor's Fee (Medical)</u>	80% of Physician's fee.
<u>Maternity</u>	100% of first \$1,000 of eligible expenses plus 90% of next \$29,000. Surgical allowance: \$75.00 or \$150.00 plus 80% of excess.
<u>All Other Expenses</u>	\$50.00 integrated, calendar year, all cause deductible. 80% of excess to maximum benefit.
<u>Diagnostic X-Ray & Laboratory</u>	100% of first \$100.00 (unscheduled) in each calendar year plus 80% of excess.
<u>Outpatient Psychiatric</u>	50% of first \$20.00 of covered charges with maximum of 50 visits in each calendar year.
<u>Nursing Home</u>	80% of expenses to a maximum of \$10.00 per day for 120 days in each calendar year.
<u>Maximum Benefit</u>	\$30,000 per cause, for all eligible expenses.
<u>Miscellaneous</u>	Non-duplication for dependents.
\$2,500 Life Insurance \$2,500 AD & D	Dependent children covered to age 25 if dependent for Federal Income Tax purposes; Covered beyond age 25 if physically or mentally handicapped.

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

I. 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 (1/2) credit for the number of years experience in excess of five (5) years. The teachers new to the system shall also receive one half (1/2) credit for military service.

J. Teachers for exceptional children shall receive Four Hundred (\$400) Dollars above base pay when teaching in their fields and the teachers who qualify for this additional sum are those 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. A study of this will be made during the 1968-69 school year.

K. The teachers will be paid in twenty-six installments payable bi-weekly throughout the year redeemable on the date of the check.

L. Department heads shall receive a reduced teaching schedule.

M. A terminal leave payment of 50% of the cumulative sick leave at the current substitute rate which is \$25.00 per day 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.

N. The salary schedule is based upon the number of days as determined by the school calendar and in accordance with the law.

O. A resume shall be distributed by the Board of Education or its representative giving the description and qualifications for all positions in the school system. This resume should be completed by the end of the 1968-69 school year.

P. A committee of teachers will be appointed jointly during the 1968-69 school year by the Gwinn School Board and the Gwinn Education Association to work with the administration in an advisory capacity as a budget study committee.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 27, 1968, and shall continue in effect until the 30th. day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

GWINN EDUCATION ASSOCIATION

By Clara M. Galt
(President)

By Leonard D. Rowe
(Secretary)

GWINN BOARD OF EDUCATION

By John A. Fuller
(President)

By Edward Anderson
(Secretary)

Dated this 27th. day of August, 1968.

1968-69 School Year
 \$6,575 Base (4-6% Index)

APPENDIX A
 SALARY SCHEDULE

Step	A.B. -- B.A.		B.A. + 15		M.A.		M.A. + 15		M.A. + 30	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	6,575.00	1.04	6,838.00	1.10	7,232.50	-----	-----	-----	-----
1	1.04	6,838.00	1.08	7,101.00	1.14	7,495.50	1.18	7,758.50	-----	-----
2	1.08	7,101.00	1.12	7,364.00	1.18	7,758.50	1.24	8,153.00	1.30	8,547.50
3	1.14	7,495.50	1.18	7,758.50	1.24	8,153.00	1.30	8,547.50	1.36	8,942.00
4	1.20	7,890.00	1.24	8,153.00	1.30	8,547.50	1.36	8,942.00	1.42	9,336.50
5	1.26	8,284.50	1.30	8,547.50	1.36	8,942.00	1.42	9,336.50	1.48	9,731.00
6	1.32	8,679.00	1.36	8,942.00	1.42	9,336.50	1.48	9,731.00	1.54	10,125.50
7	1.38	9,073.50	1.42	9,336.50	1.48	9,731.00	1.54	10,125.50	1.60	10,520.00
8	1.44	9,468.00	1.48	9,731.00	1.54	10,125.50	1.60	10,520.00	1.66	10,914.50
9	1.50	9,862.50	1.54	10,125.50	1.60	10,520.00	1.66	10,914.50	1.72	11,309.00
10	1.56	10,257.00	1.60	10,520.00	1.66	10,914.50	1.72	11,309.00	1.78	11,703.50
15	-----	-----	-----	-----	1.72	11,309.00	1.78	11,703.50	1.84	12,098.00
20	-----	-----	-----	-----	-----	-----	1.84	12,098.00	1.90	12,492.50

APPENDIX B

SALARIES FOR ATHLETIC COACHES

The procedure for computing the coaching salaries is as follows: The coaches salary is computed off the B. A. Degree in accordance with the number of years of experience in coaching that sport times a percentage allowed for each sport. In the case of football, this involves three weeks before the start of school. The same schedule is divided by 185 days and then multiplied by the fifteen days provided for pre-season practice.

<u>Sport</u>	<u>Percentage</u>
Head Coach - Football	7
Assistant Coach - Football	5
Head Coach - J. V. Football	5
Assistant Coach - J. V. Football	4.7
Head Coach - Basketball	12
J. V. Coach - Basketball	8
9th. Grade Coach - Basketball	5
8th. Grade Coach - Basketball	5
7th. Grade Coach - Basketball	5
Head Coach - Track	7
Assistant Coach - Track	4.7
Tennis Coach	5
Golf Coach	5
Ski Coach	5

APPENDIX C

EXTRA-CURRICULAR ACTIVITIES

- A. Teachers can sign up for extra-curricular activities and shall be compensated in addition to their base salary for this extra-curricular activity.
- B. If a teacher presently has an extra-curricular activity and wishes to keep that activity, this teacher should have priority on this position.
- C. Each teacher is required to take only one of the below listed extra-curricular activities.
- D. The Board reserves the right to assign teachers to extra-curricular activities not taken by volunteers in a fair and equitable manner. All teachers having extra-curricular activities agree to perform the duties in connection with the activity.
- E. The Board through its representative shall assign other duties to teachers in connection with school functions and affairs in a fair and equitable manner. Teachers may further be assigned duties in connection with other matters which are not specifically enumerated herein in a fair and equitable manner.

Listed below are the extra-curricular activities applicable to the 1968-69 school year:

- Varsity Cheerleader Advisor
- Junior Varsity Cheerleader Advisor
- 8th. Grade Cheerleader Advisor
- 7th. Grade Cheerleader Advisor
- Senior Class Advisor
- Junior Class Advisor
- Sophomore Class Advisor
- Freshman Class Advisor
- Student Council Advisor
- Majorette Sponsor
- Club Sponsor
- Play Director

APPENDIX C (Continued)

EXTRA-CURRICULAR ACTIVITIES

Band Director

Choral Director

Driver Training

Game Statistician

Game Officials

Varsity

Junior Varsity

9th., 8th., and 7th. Grade

Ticket Sellers

Varsity and Junior Varsity

9th., 8th., and 7th. Grade

Ticket Takers

Varsity and Junior Varsity

9th., 8th., and 7th. Grade