

G W I N N P U B L I C S C H O O L S

G W I N N, M I C H I G A N

MASTER AGREEMENT

1969-70

BETWEEN THE

GWINN EDUCATION ASSOCIATION

AND

GWINN BOARD OF EDUCATION

MEA
1216 KENDALE
E. Lans., M.
48823

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PROFESSIONAL NEGOTIATIONS

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AGREEMENT

This Agreement entered into this 3rd. day of September, 1969, by and between the Gwinn Education Association, hereinafter called the "Association" which, is also affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the School District of Forsyth, the town of Gwinn, Michigan, hereinafter called the "Board". The signatories shall be sole parties to this Agreement.

PREAMBLE

The Board of Education and the Gwinn Education 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 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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel, whether under contract or on leave or employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendent, directors of school and community relations, principals, assistant principals, business manager, and other persons engaged fifty percent (50%) of the time in direct administration and supervision of professional personnel.

The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this 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 imply that the school district is to provide building facilities for area meetings.
- B. One bulletin board shall be provided for each teachers' lounge within the school district.

The Association shall have the exclusive right to post:

- (1) Official publications of the Michigan Education Association (MEA) and the National Education Association (NEA);
- (2) General information announcements originating from the Association; and
- (3) Unadultered material taken from identified newspapers and periodicals of general circulation.

The Association's building representative shall have the responsibility for maintenance and management of bulletin boards herein referred to.

Any material, other than the material described above, which an individual teacher may wish to post shall be signed by the teacher desiring to post such material and be presented to the building representative for posting.

The principal of the building or the superintendent of schools shall have the right to remove material, other than the material described above, which is offensive to community standards of good taste or which is demeaning to an identifiable person or job description.

In the event that material subject to removal by the principal or superintendent under the terms of this Article is removed from a bulletin board described in this Article, then the person removing the material shall inform the building representative of the fact that the material was removed and shall make the material removed available to the building representative or to the Association for inspection within the next school day and shall safely keep the material in his office.

Material, other than the material described above, which is not signed and which is found to be posted on the bulletin board mentioned in this Article shall be subject to removal by the superintendent or principal of the building in which the specific bulletin board is located regardless of whether the material is offensive to community standards of good taste or demeaning to an identifiable person or job description.

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C. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including hut not limited to: Annual financial reports and audit, register of certified personnel, tentative budgetary requirements and allocations, including county allocation board budgets, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, and formed and constructive programs on behalf of the teachers and the students, together with information which may be necessary for the Association to process any grievance and/or complaint.

Materials furnished to the Association under the provisions of this Section of Article II shall be used only for the purposes as specified and shall not be disseminated generally by the Association.

The Association may be required to reimburse the Board for computations and/or extractions for information requested by the Association from original source materials in cases where such computations and/or extractions are necessary in order to provide the information requested as a condition for providing such information.

The Association must specify the information desired when a request for information under this Section of Article II is made to the Board or its designated representative.

- D. The Association may use the district mail service and teacher mailboxes for communications to teachers.
- E. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan General School Laws and other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law and Board policy.

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 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 1969-70 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. For the term of this Agreement, the school calendar shall be set by February 1 or as soon thereafter as possible. There shall be no deviation from or change in the school calendar unless the Board and the Association agree to the change, except in cases where a change in the school calendar is necessitated by a work stoppage neither ordered nor sanctioned by the Board.
- 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 G.E.A. 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; and 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. The Association shall be granted a total of nine (9) days for use by its members for attendance at state and regional meetings of the MEA without loss of salary, sick leave, or personal business leave to the individuals attending such meetings.

ARTICLE IV

TEACHING HOURS

- A. The teachers' normal teaching hours in the elementary and secondary schools, Monday through Friday, 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, except that on Fridays and on days preceding holidays or vacations 15 minutes prior to the beginning of the school day and 15 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, except that on Fridays and on days preceding holidays or vacations 15 minutes prior to the beginning of the school day and 15 minutes after the school day ends.
 - (3) The above mentioned time schedule can be reversed only with the consent of the Association.
 - (4) Teachers shall not leave the school building during the above hours unless permission is granted by the principal or his designated representative, except for duty free lunch hour.
 - (5) No changes in teaching hours 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 any deviation in the above mentioned teaching schedule, 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 or not to exceed 5 hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load

in the elementary schools will be 30 teaching periods or not to exceed 5 1/2 clock hours of pupil contact per day. First year probationary teachers and teachers assigned to preparation areas in which they have less than one full year of teaching experience shall be assigned the lowest class size at their teaching levels and shall be assigned not more than two preparations per semester whenever possible and never to exceed three preparations.

All teachers may use for preparation all time during which their classes are receiving instruction from teaching specialists.

- 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 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 Elementary school grades Special classes for handicapped or mentally retarded Special sight-saving and hearing conservation classes Emotionally disturbed classes English) Secial Studies)	22 pupils 25 pupils 15 pupils 12 pupils 9 pupils
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 enrellment 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 to all certified personnel with the bargaining unit an uninterrupted duty free lunch period. This period shall be scheduled for no less than 30 minutes unless there is mutual agreement between the administrators and a majority of the teachers of individual school buildings to deviate below this time limit.
- 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

A. Whenever a position for which the Association is recognized as the exclusive bargaining representative under Article I, Section A, of this contract becomes vacant, the Board shall give written notice of the vacancy along with a

job description for the vacant position to the President of the Association and to each Association building representative by placing the same in a sealed, addressed envelope in the appropriate person's school mailbox. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article II, Section C.

- B. The Superintendent shall immediately make available to any applicant for a vacant position described in Section A of this Article an application form and shall accept any completed application form for consideration along with applications from persons not currently employed by the Board.
- C. It is recognized that the responsibility for recruitment, recommendation and nomination of applicants for positions described in Section A of this Article ties with the Superintendent and that the Superintendent may obtain the advises of a person or persons of his own choosing for assistance.
- D. The Superintendent shall make no recommendation or nomination to the Board for the filling of a vacant position described in Section A of this Article until the expiration of six (6) regular school days after the date of receipt of the notice and job description by the person entitled thereto described in Section A of this Article.

Receipt of a notice and job description by the persons entitled thereto under Section A of this Article shall be presumed to have occurred within one regularly scheduled school day after such notice and job description was placed in the addressee's school mailbox.

E. The Board declares its support of a policy of filling vacancies, including vacancies in a supervisory position, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall give written notice of the vacancy along with a job description for the vacant position to the President of the Association and to each Association building representative by placing the same in a sealed, addressed envelope in the appropriate person's school mailbox. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article II, Section C. Such a position shall not be filled until the expiration of three (3) weeks from the time of the notice provided for herein. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the District, and any and all other factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. Any applicant with less service in the District shall not be awarded such a position unless his qualifications shall be superior.

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, primary consideration shall be given to:
 - (1) Educational qualifications.
 - (2) Length of service in system.
 - (3) Length of service in position.
- C. When teachers are to be released for reasons of decreased enrollment, primary consideration shall be given to:
 - (1) Educational qualifications.
 - (2) Length of service in position.
 - (3) Length of service in system.
- D. Competency and related factors shall also be given serious consideration. Cases of a questionable nature shall be negotiable items between the Board and the Association.

ARTICLE IX

SUPERVISION AND EVALUATION

A. It is recognized that evaluation of the effectiveness of teaching is a basic function of the building principal.

- B. Evaluation of the effectiveness of teaching is a basic function of the 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.
- C. The tenure coach shall make at least one formal visitation to each probationary teacher's classroom per year between October 31 and March 1.
- D. The principal shall spend such time observing tenure teachers as he deems necessary for evaluation purposes.
- E. All evaluation records are to be discussed at individual principal-teacher conferences at which time the teacher shall be shown the evaluation records and required to sign the same. 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 Chairman 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. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- I. The Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- J. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction, except as hereinafter provided. Alleged breaches of discipline or the code of ethics of the education profession shall be promptly reported to the offending teacher and to the Association, except as hereinafter provided. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

- K. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any major infraction of rules or delinquency in professional performance that may become a matter of record. 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.
- L. All unofficial reprimands, warnings, or instances of discipline for minor infractions of rules or delinquency in professional performance shall not become a matter of record but be communicated to the teacher concerned in private.

In the event that it is necessary to communicate to an individual teacher an alleged minor infraction of rules or delinquency in professional performance which had been previously communicated to the teacher under the terms of this paragraph (L) of this Article, then, in that event, the matter shall be processed under the terms of paragraph (J).

- M. A teacher shall have the right upon request to review the contents of his or her own file after the removal of confidential material. A teacher may also insert material pertinent to his personal record in the file.
- N. 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. Teachers shall be given written notice of total sick days available at the C. beginning of the school year. The teacher shall be responsible for keeping a running account of sick leave throughout the balance of the school year. 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. Leaves of absence with pay chargeable against the teachers' 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) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance. Leaves of absence with pay not chargeable against the teachers' 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 preceding 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. -13-

- (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) Once notice provided for in Paragraph 4 of this Section of this Article is received by the superintendent, then the teacher on leave of absence shall be given the opportunity to fill any then existing or then later occurring vacancy for which he or she is qualified for the year during which he or she states an intention to return to the Gwinn School System prior to the filling of such vacancy.

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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. 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. 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. 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 two (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 (2) 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 (1/2). During the sabbatical leave the sick leave policy will not apply, and the Board will not continue to make insurance payments. -15-

ARTICLE XI

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teachers' responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or prevent injury to another student.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by a 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 a formal determination is made that the teacher was blameless in the incident.

Time lost by a teacher in connection with any incident mentioned in this Article shall be charged against the teacher provided a formal determination is made that the teacher was blameworthy in the incident.

In cases where no formal determination is made regarding the existence of blameworth conduct on the part of a teacher in connection with any such incident, the superintendent shall make a reasonable recommendation to the Board regarding the charging of time lost against the teacher in view of the circumstances of the incident.

- E. The Board of Education shall continue its present policy of providing liability insurance for school personnel.
- F. A teacher may exclude a pupil from one class when the pupil conducts himself in a grossly unacceptable manner or when the pupil's behavior either by its nature or by its persistence disrupts the class. In such cases, the teacher will furnish the principal, upon request, as promptly as his teaching obligations will allow, full particulars of the incident in writing. In such cases, the teacher will deliver the child into the custody of a responsible person.

- G. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property belonging to the teacher which loss occurs while the teacher is on duty or on the school premises upon recommendation of the superintendent.
- H. No action will be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teachers' personnel file unless such matter is first reported, in writing to the superintendent and a face to face confrontation with the complaining parent provided.

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, wages, 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 (i.e., 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. A claim by a teacher or by the Association or by the Board that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes that there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative, within five (5) days after the occurrence of the next preceding fact upon which the grieving party relies for his grievance.
- C. If, as a result of the informal discussion with the building principal as described above, a grievance still exists, the grieving teacher may invoke the formal grievance procedure within five (5) school days of the expiration of the period provided for the informal discussion with the building principal described in Paragraph B above through the Association on a form provided by the Association and the grieving teacher. Copies of the grievance form above described shall be delivered to the principal and to the Association. If the grievance involves more than one school building it shall be filed with the superintendent or a representative designated by the superintendent.
- D. 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 expiration of the period provided for the informal discussion with the building principal described in Paragraph B above, then the grievance shall be considered as waived.
- E. Within five (5) school days of receipt of the signed grievance form described above, the principal shall meet with the Association or its designated representative and the grieving teacher in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and to the grieving teacher.

- F. If the Association is not satisfied with the disposition of the grievance, or no disposition has been made within five (5) school days of the meeting described above, a grievance may be transmitted to the superintendent by the Association. Within seven (7) calendar days, the superintendent or his designee shall meet with the Association or its designated representative in an effort to resolve the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and to the grieving teacher.

 G. If the Association is not satisfied with the disposition of the grievance by
- G. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) school days of the meeting with the superintendent provided above, the grievance may be transmitted to the Board by filing a written copy thereof with the Board. The Board, no later than its next regularly scheduled meeting or two calendar weeks, whichever shall be later, shall meet with the Association in an effort to resolve the grievance. Disposition of the grievance by the Board shall be made no later than seven (7) school days thereafter in writing. A copy of such disposition shall be furnished to the Association and to any individual grieving party.
- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. The Board shall be notified in writing if a grievance is to be submitted to arbitration within five (5) school days of the expiration of the period described immediately above. If the Board and the Association cannot agree as to who will serve as arbitrator within five (5) days from the date of notification to the Board that arbitration will be pursued, an arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely any evidence not disclosed in writing to the opposing party prior to the date of the arbitration proceeding. The arbitrator's function shall be limited to the interpretation of this Agreement. Both parties agree to be bound by the award or decision of the arbitrator.
- I. The arbitration procedure provided herein shall not be used to resolve matters involving the dismissal of probationary teachers or matters coming under the jurisdiction of the State Tenure Commission.
- J. It shall be the affirmative obligation of all parties to a grievance to notify all other parties to the grievance whenever it appears that a grievance involves a question not subject to arbitration under the preceding section.
- K. The immediately proceeding sections shall be interpreted to restrict only the use of the arbitration portion of the grievance procedure and shall not be interpreted to restrict the right of any person or organization to bring a grievance on any subject appropriate under Paragraph A of this Article which he, she, or it deems important whether involving excluded questions mentioned in Section I of this Article or not.

- L. The fees and expenses of the arbitrator shall be shared equally by the parties.
- M. The time limits provided in this Article shall be strictly observed but may be extended by the parties in the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- N. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through resolution.

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.

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.

Hospital Expenses
Inpatient and Outpatient

100% of first \$1,000 of eligible expenses plus 90% of the next \$29,000.

Surgical Fee

\$300.00 schedule, 80% of excess.

Doctor's Fee (Medical)

80% of Physician's fee.

Maternity

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.

All Other Expenses

\$50.00 integrated, calendar year, all cause deductible. 80% of excess to maximum benefit.

Diagnostic X-Ray and Laboratory

100% of first \$100.00 (unscheduled) in each calendar year plus 80% of excess.

Outpatient Psychiatric

50% of first \$20.00 of covered charges with maximum of 50 visits in each calendar year.

Nursing Home

80% of expenses to a maximum of \$10.00 per day for 120 days in each calendar year.

Maximum Benefit

\$30,000 per cause for all eligible expenses.

Miscellaneous

Non-duplication for dependents.

\$5,000 Life Insurance \$5,000 AD and 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 active military service up to a maximum of three increments.
- 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. All teachers hired after September 1, 1969, shall no longer be eligible for this extra increment.
- K. The teachers will be paid in twenty-six (26) installments payable biweekly 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 or to a beneficiary selected by the teacher in case of death 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.

ARTICLE XVII

JOINT INSTRUCTIONAL POLICY COUNCIL

There is hereby established a committee composed of five (5) members, three (3) to be selected by the Association and two (2) to be selected by the Board. The committee shall establish a joint instructional policy council for the purpose of investigating and advising the Board with respect to matters affecting the instructional programs of the District.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of the 3rd. day of September, 1969, and shall continue in effect until the 6th. day of September, 1970. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

GWINN EDUCATION ASSOCIATION

GWINN BOARD OF EDUCATION

By John a Fallon
(President)

By Edward Markon

Dated this 3rd. day of September, 1969

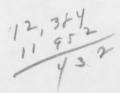
SALARY SCHEDULE A

1969-70 School Year

\$7,200 Base

Step	A.B.	B.A.	B.A. +	15	IV	I.A.	M.A.	+ 15	M.A.	+ 30
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.00	7,200	1.04	7,488	1.10	7,920				
1	1.04	7,488	1.08	7,776	1.14	8,208	1.18	8,496		
2	1.08	7,776	1.12	8,064	1.18	8,496	1.24	8,928	1.30	9,360
3	1.14	8,208	1.18	8,496	1.24	8,928	1.30	9,360	1.36	9,792
4	1.20	8,640	1.24	8,928	1.30	9,360	1.36	9,792	1.42	10,224
5	1.26	9,072	1.30	9,360	1.36	9,792	1.42	10,224	1.48	10,656
6	1.32	9,504	1.36	9,792	1.42	10,224	1.48	10,656	1.54	11,088
7	1.38	9,936	1.42	10,224	1.48	10,656	1.54	11,088	1.60	11,520
8	1.44	10,368	1.48	10,656	1.54	11,088	1.60	11,520	1.66	11,952
9	1.50	10,800	1.54	11,088	1.60	11,520	1.66	11,952	1.72	12,384
10	1.56	11,232	1.60	11,520	1.66	11,952	1.72	12,384	1.78	12,816
15					1.72	12,384	1.78	12,816	1.84	13,248
20							1.84	13,248	1.90	13,680





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 (15) days provided for pre-season practice.

Sport	Percentage
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

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 1969-70 school year:

Group I

- (1) Band Director
- (2) Debate Coach

Group II

(1) Varsity Cheerleader Sponsor

Group III

- (1) Yearbook Sponsor
- (2) Senior Class Advisor
- (3) Junior Class Advisor
- (4) Senior Class Play Director
- (5) Junior Class Play Director
- (6) Student Council Sponsor
- (7) Future Homemakers Sponsor
- (8) Majorette Sponsor
- (9) Newspaper Sponsor

Group IV

- (1) Sophomore Class Advisor
- (2) Freshman Class Advisor
- (3) Eighth Grade Class Advisor
- (4) Junior Varsity Cheerleader Sponsor
- (5) Eighth Grade Cheerleader Sponsor
- (6) Seventh Grade Cheerleader Sponsor

Group IV

(Continuation)

(7) Club Sponsors:

- (a) Art Club
- (b) Chess Club
- (c) Dramatics Club
- (d) French Club
- (e) Future Business Leaders Club
- (f) Future Teachers Club
- (g) Gymnastics Club
- (h) Hi-Y Club
- (i) Honor Society
- (j) Lettermen Club
- (k) Pep Club
- (1) Ski Club
- (m) Spanish Club

Index ratings are attached to each group. The rate of pay based on 5% increments up to three increments based on base pay of \$7,200.00

Group	Inde	x	0 Year	1 Year	2 Years	3 Years	3
I	6	%	\$432.00	\$453.60	\$476.28	\$ 500.09	
II	3	%	216.00	226.80	238.14	250.05	
III	2.5	%	180.00	189.00	198.45	208.37	
IV	1	%	72.00	75.60	79.38	83.35	
Group V		Game Sta		\$5.50 pe	er game		
			Junior V	arsity igh & Fresh	4.40 3.30	11	
				ellers & Junior Var igh & Fresh	5.50 pe 3.30	er day/night	
				akers & Junior Vai igh & Fresh	4.40	11	

Driver Education Salaries

These rates are based on the base B.A. salary of \$7,200 divided by 185 days which equals \$38.91 and this figure divided by 8 to equal an hourly rate of \$4.86 base pay.

Step	Index	Salary	Hourly Rate
0	1.00	\$ 7,200	\$4.86
1	1.04	7,488	5.06
2	1.08	7,776	5.25
3	1.14	8,208	5.54
4	1.20	8,640	5.84
5	1.26	9,072	6.13
6	1.32	9,504	6.42
7	1.38	9,936	6.71
8	1.44	10,368	7.01
9	1.50	10,800	7.30
10	1.56	11,232	7.59

GWINN PUBLIC SCHOOLS GWINN, MICHIGAN

MASTER AGREEMENT 1969-70

Addendum

ARTICLE X

LEAVES OF ABSENCE

E. (3) 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 an 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 absence report 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.