

? 1976

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University
NOV 7 1974

GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN

1974 - 1975

1975 - 1976

MASTER AGREEMENT

between the

GWINN EDUCATION ASSOCIATION

and

GWINN BOARD OF EDUCATION

Gwinn Bd. of Education

*F. Baldassari
128 E. Arch
Hegauwe, Mich. 49866*

AGREEMENT

This Agreement entered into this _____ of _____, 1974 by and between the Upper Peninsula Education Association/Michigan Education Association, hereinafter called the "Association", which is also affiliated with the National Education Association, and the School District of Gwinn Area Community Schools, the town of Gwinn, Michigan, hereinafter called the "Board". The signatories shall be sole parties to this Agreement.

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, substitute teachers, teacher aides and teachers employed to instruct in government projects.

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 as long as recognition set forth in Paragraph A is in force for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance or problem and having the grievance or problem adjusted if the adjustment is not inconsistent with the terms of this Agreement; provided that the Association has been given an opportunity to be present.

C. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association, including the NEA and the MEA if so designated by the teacher, in such sums as the Association shall establish. Such sums shall be deducted from the regular salaries of the teachers commencing with the second pay period in September and continuing for a ten month period, and remitted to the Treasurer of the Gwinn Education Association unless revoked in writing by the teacher between July 1 and September 1 of any given year; otherwise such authorization shall remain in effect from year to year.

ARTICLE II

TEACHER RIGHTS AND RESPONSIBILITIES

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 school 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.

C. The Board agrees to make available to the Association such available information as is required to process grievances, to administer this Agreement and to formulate contract proposals.

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 mail boxes 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.

G. Upon a teacher's request he 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.

H. All unofficial reprimands, warnings, or instances of discipline for minor infractions of rules or delinquency in professional performance shall be communicated to the teacher concerned in private. Provided further that if the reprimand, warnings of instances of discipline are to become matter of record the teacher will be notified.

I. 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. Each teacher shall be notified of any additions to his files other than additions he has requested. No item shall be removed from a teacher's file without the teacher's consent.

Confidential material refers to all written recommendations concerning the proposed changes in employment by the teacher, either in this school system or outside the school system.

J. No tenure teacher shall be suspended without pay, demoted or discharged without just cause.

K. 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.

L. No probationary teacher shall be discharged for arbitrary or capricious reasons.

M. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence 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.

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 two 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 teacher's conferences shall not be counted as a day of student instruction. In order to insure this requirement, the teacher's work year for 1974-75 and 1975-76 school year shall be 184 days. The four days over the 180 days of student instruction shall be as follows:

One day at the beginning of the year for orientation of teachers new to the system. One day at the end of the first semester for correcting exams, recording grades, attendance records, etc. Gwinn Education Association meetings shall be held for half of this day and all teachers may attend these meetings that have completed their building responsibilities. One day at the end of the second semester for completing all checking out responsibilities assigned by the Superintendent or his representative with the understanding that after checking out is completed on this day, teachers may leave the building. A total of one day during the school year for inservice training with the time schedule and format for same to be mutually agreed upon by both parties.

C. For the term of this Agreement, the school calendar will be set by mutual agreement between the Board and the Association. It will be set by February 1 or as soon thereafter providing mutual agreement has been reached. 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 compensation for teachers performing extra-curricular duties is set forth in Schedule E, which is attached to and incorporated in this Agreement. Provided, however, the Board reserves the right to create additional voluntary extra duty pay assignments and to determine and pay the salary subject to negotiations with the Association. Any salary agreed upon between the Board and the Association shall be made retroactive to the beginning of the extra duty assignment.

A teacher shall not receive tenure in an extra duty assignment.

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.

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 time of thirteen (13) days for use by its members for attendance at state and regional meetings of the Association 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.
- (6) Once a teacher commences work his day shall be continuous.

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. The Board and the Association recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, and grading of homework papers or exams.

ARTICLE V

TEACHER LOADS AND ASSIGNMENTS

A. The normal weekly academic 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 academic 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 at their teaching levels and shall be assigned not more than two preparations per semester whenever possible and never to exceed three preparations. The normal academic weekly teaching load in the middle school will be the same as the elementary schools.

It is further recognized that all teachers will continue to assume those responsibilities in addition to classroom assignments that are normally related to the orderly operation of the regular school program.

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

The word academic refers to all subjects offered in the Gwinn Area Community Schools.

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. Weekly teaching loads of elementary teachers shall be as agreed between the Association and the Board or its designated representative. 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.

E. 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.

F. A student teacher will not be used as a substitute teacher other than in the room that they have been assigned their student teaching without the approval of the supervising teacher.

G. When a teacher of a special class is absent, the principal of the building will provide a substitute teacher for the special class.

ARTICLE VI

TEACHING CONDITIONS

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The parties further agree that if classes exceed the following maximum standards in a certain class in grades kindergarten to eighth grades, a committee composed of the teacher involved, two teachers from varying levels in the same building involved, the GEA President or his representative, the building principal of the same building, and the Superintendent of Schools or his representative shall meet together to consider solutions to the problem. Any solution to the problem must be mutually agreed to by the Gwinn Education Association and the Board of Education:

Grades Kindergarten to Eighth Grade 31 Maximum

(Please note that maximums in grades seventh and eighth grade shall be considered on an average of 31 for all hours involved. For example, Teacher A teaches six classes and could have a total of 186 students for a maximum number).

B. Whenever possible, the Board shall strive to maintain the following maximum teacher-pupil ratio in grades nine to twelve:

	<u>Maximum</u>
English	25
Social Studies	25
General Education	25
Mathematics	25
Science	25
Language	25
Business	25
Typing	40
Industrial Arts	20
Drafting	25
Vocational Shops	20
Homemaking	20
Music	35
Art	25
Physical Education	40

The preceding standards are subject to modification for education purposes such as large group instruction or experimental classes.

C. Whenever possible, the Board shall strive to maintain the following maximum teacher-pupil ratio in special education classes.

	<u>Maximum</u>
Special classes for handicapped or mentally retarded	15
Special sight-saving and hearing conservation classes	12
Special classes for the emotionally disturbed	9

D. The Board agrees to thoroughly examine the enrollment of all schools, and to report to the Gwinn Education Association, by the third Friday following Labor Day, to determine if class sizes of each school are in an acceptable manner.

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.

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 mail box. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article II, Section C.

Five school days prior to the beginning of each semester of the adult credit course program, a list of positions in said program will be provided to the President of the Association and each building representative.

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. When certification and educational considerations are equal, teachers currently employed in the system shall be given preference when a vacancy occurs.

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 mail box.

E. The Board declares its support of a policy of filling 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 mail box. 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 but the Board's decision shall be final. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions.

F. 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 in the bargaining unit 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.

ARTICLE VIII

TRANSFERS

- A. In the event that a transfer of teachers is necessary:
- (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 following criteria will be used, whether the transfer be voluntary or involuntary to achieve the preference of the teacher. Primary consideration shall be given in the following order of priorities:
 - (a) Length of service in system.
 - (b) Educational considerations.
 - (c) Length of service in position.
 - (5) An involuntary transfer or the denial of a request for transfer may be challenged through the grievance procedure solely on the grounds that the decision made was unreasonable.
- B. When teachers are to be transferred for reasons of decreased enrollment, primary consideration shall be given in the following order of priorities:
- (a) Length of service in system.
 - (b) Educational considerations.
 - (c) Length of service in position.
- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other buildings in the school system shall be given to the Association.
- D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their 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.

ARTICLE IX

LAYOFF AND RECALL

A. When teachers are to be released because of a necessary reduction in personnel, primary consideration shall be given in the following order of priorities:

- (a) Length of service in system.
- (b) Educational qualifications.
- (c) Length of service in position.

B. If the Board decides to subsequently increase its professional staff, the Board shall offer such positions it declares to be open to laid off tenure teachers who are certified. Provided, when two or more tenure teachers are certified and possess the equal educational qualifications for the available position, the Board shall offer the position to the tenure teacher with the longest length of service in the school district.

In the event a teacher whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his last known address on file in the Board's office, and such teacher does not notify the Board in writing, by certified mail, return receipt requested, within ten days after such offer, of his acceptance, then such teacher shall have no further rights of reinstatement unless approved by the Board in writing.

It is understood that it is a teacher's responsibility, while on layoff, to keep the Board informed in writing of his current address, and his failure to do so constitutes a waiver of his reinstatement rights.

Teachers on layoff shall not receive a salary or fringe benefits, nor shall salary increments and sick days accrue, but upon recall, all accrued benefits will be restored.

ARTICLE X

SUPERVISION AND EVALUATION

- A. 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.
- B. The principal shall spend such time observing tenure teachers as he deems necessary for evaluation purposes.
- C. 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.
- D. 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 principal on probationary teachers shall also be submitted at this time to the office of the Superintendent by the building principal.
- E. All monitoring or observation of the working performance of a teacher shall be conducted openly and with full knowledge of the teachers.

ARTICLE XI

LEAVES OF ABSENCE

A. Teachers shall be entitled to a sick leave accumulation at the rate of 1.1 days per month of employment or a total of eleven (11) days per year. This sick leave shall, at the end of the first pay period of the year, be put at the disposal of each teacher. A teacher may draw on his bank as required, subject to the provisions thereof, but in the event that the services of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more sick leave than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last pay check due to the teacher at the time of interruption.

B. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave and maximum shall be 184 days.

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 a running account of sick leave throughout the balance of the school year.

D. Any tenure teacher whose personal illness extends beyond the period compensated under Paragraphs A and B above shall be granted a leave of absence, without pay, not to exceed 184 school days, upon satisfactory proof that the leave is necessary in order for the teacher to completely recover from such illness.

1. The teacher shall make application prior to the commencement of the requested leave and shall accompany the application with a doctor's statement certifying both the medical reasons for the leave and the desired length of leave.

2. The Board shall not be obligated under this Section to grant more than an aggregate of 184 school days of leave of absence during any consecutive three years of the teacher's employment with the school system.

3. Sick leave days shall not accrue.

4. Salary increments shall not accrue and benefits will not be paid.

5. Written notice of Intention to return shall be given in writing to the Superintendent of Schools at least Thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

6. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

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.
2. Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.
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 provisions.
- (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.

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 teacher's employment or with the school system if the teacher is required by law to attend by being served a valid subpoena. Teachers served with a valid subpoena will be paid the difference between the subpoena fee and their regular salary.

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 \$.12½ 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 \$35.00 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.

5. In case of absence on account of death in the immediate family, teachers will be granted five (5) calendar days.

Immediate family is interpreted to mean: Mother, father, spouse, parent of spouse, brother, sister, child, grandparents, or a dependent in the immediate household.

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 of 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 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.
- I. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or mononucleosis shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of seven days when proof of such illness is shown by a doctor's statement.
- J. A maternity leave shall be granted a teacher based upon the following conditions:
1. It is the teacher's obligation to notify the Board of her pregnancy and the expected date of delivery at least five months prior to the expected delivery date.
 2. A maternity leave shall be granted a teacher upon the teacher's written request and certification by her doctor that she will not be able to perform her usual duties and functions on and after the date the requested leave is to commence.
 3. The written request must specify the date the leave is to commence and the date the teacher intends to return to school.
 4. The written request must be received by the Board three months prior to the requested commencement date unless her doctor certifies to the Board in writing that the leave must commence earlier.
 5. The Board shall not be obligated to grant a pregnancy leave which is more than 183 school days following commencement of the leave.
 6. A teacher desiring to work beyond the sixth month of pregnancy must file statement from her doctor prior to the sixth month, and monthly thereafter, certifying her fitness to perform all of her normal and regular duties and functions.

7. During the pregnancy leave, sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

8. Salary increments shall not accrue and benefits will not be paid.

9. Written notice of intention to return shall be given in writing to the Superintendent of Schools at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

10. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

K. A child care leave shall be granted a teacher based upon the following conditions:

1. The Board will grant a child care leave of absence to a teacher upon the teacher's written request.

2. The written request must specify the date the leave is to commence and the date the teacher intends to return to school.

3. The written request must be received by the Board three months prior to the requested commencement date unless the adoption takes place sooner than was expected.

4. The Board shall not be obligated to grant a child care leave which is more than 183 school days following commencement of the leave.

5. During the child care leave, sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

6. Salary increments shall not accrue and benefits will not be paid.

7. Written notice of intention to return shall be given in writing to the Superintendent of Schools at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

8. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

L. 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.

M. A tenure teacher shall 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.

N. Subject to the applicable Michigan statutory provisions and to any amendments thereto, the Board will grant a sabbatical leave for study providing:

1. No more than one (1) of the teachers in the district shall be absent on sabbatical leave at any one time.
2. 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.
3. The teacher has completed at least seven consecutive full school years of service in the district.
4. 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.
5. The employee on sabbatical leave will be required to file periodical reports with the Superintendent.
6. 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 applicants duties while on leave.
7. The compensation for a teacher on sabbatical leave shall be \$2,400.00. During the sabbatical leave the sick leave policy will not apply, but the Board will continue to make insurance payments.
8. In the event the teacher fails to fulfill the two (2) year requirement, the Board may require repayment of pro-rated amount due.

O. All school employees represented by the GEA bargaining unit shall have their total accumulated sick leave days posted in the teachers' lounge of their assigned school at the beginning of the 1974-75 and 1975-76 school year.

ARTICLE XII

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 blameworthy 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 principal with a copy to the teacher.

ARTICLE XIII

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 in the public session. 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.

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. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, this Agreement may be reopened for negotiations upon mutual agreement of the Board and Association.

I. The parties will begin negotiations for a new Agreement for the next ensuing school year by the first of April of the year in which the Agreement expires.

J. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative 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 Michigan Employment Relations Commission 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 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 to 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 XIV

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. A claim by a teacher or by the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed through the grievance procedure including arbitration. However, any rule, order, or regulation of the Board may be processed as a grievance through step 4 (Board Level).

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) school days after the occurrence of the alleged grievance.

C. If, as a result of the informal discussion with building principal as described above, a grievance still exists, the grieving teacher may invoke the formal grievance procedure within five (5) school days after 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.

The grievance shall be signed by the affected teacher and building GEA representative, shall state the facts giving rise to the grievance, shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contentions of the teacher and Association with respect to these provisions and shall indicate the relief requested.

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. 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.

E. If the Association is not satisfied with the disposition of the grievance, or if 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.

F. 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 not 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.

G. Any grievance not advanced to the next step by the teacher or Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual agreement between the Board and the Association in writing; then the new date shall prevail.

H. Within five (5) school days, after receipt of the Board's written disposition of the grievance, or if no written disposition has been made within seven (7) school days after the meeting with the Association, within five (5) school days after expiration of the seven (7) school day period, the Association may file a Demand for Arbitration with the American Arbitration Association according to its rules and regulations. The selection of the arbitrator shall be in accordance with the American Arbitration Association's Rules governing labor arbitration.

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. The arbitrator may only rule on a specific alleged violation of the agreement.

I. The arbitration procedure provided herein shall not be used to resolve matters involving the dismissal of probationary teachers, matters coming under the jurisdiction of the State Tenure Commission, the placing of a teacher on a third year probation and the failure to employ or re-employ a teacher to the extra curricular schedule.

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 preceding 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.

O. All time limits shall refer to school days until summer recess begins. Thereafter, time limits shall refer to calendar days, excluding Saturdays, Sundays and legal holidays.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

A. 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 XV shall deprive the Association of any rights afforded to it under Act 379 of Public Acts of 1965.

ARTICLE XVI

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 deviations will be in accord with the Michigan Department of Education regulations.

ARTICLE XVII

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 any time 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.

The Board of Education will provide tuberculin skin tests at no cost to the employee for non-positive reactors. Positive reactors having x-rays, tests, etc. taken by private physicians or private clinics will not be reimbursed for the cost of same.

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

- G. 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 ($\frac{1}{2}$) credit for the number of years experience in excess of five (5) years. The teachers new to the system shall also receive one half ($\frac{1}{2}$) credit for active military service up to a maximum of three increments.
- H. Teachers for exceptional children shall receive four hundred (\$400.00) dollars above base pay then 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.
- I. The teachers will be paid in twenty-six (26) installments payable bi-weekly throughout the year redeemable on the date of the check. In the event that any teacher would like to have his remaining installments in a lump sum the said teacher will notify the Board in writing by May 15 and will receive his pay on the final pay period that falls on or before June 15.
- J. Department heads of departments containing five (5) or more teachers shall receive a reduced teaching schedule.
- K. A terminal leave payment of 50% of the cumulative sick leave at \$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.
- L. The salary schedule is based upon the number of days as determined by the school calendar and in accordance with the law.
- M. 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.
- N. If hours by the teachers are not approved by the college or university as credit on an advanced degree, such hours must be related to a teacher's major field or be directly related to the teacher's present teaching area. All other courses must first be approved by the Superintendent in order for the teacher to advance on a salary schedule.
- O. Students from the Business Education Cooperative Program (Work Study Program) will be assigned as secretaries in school offices. Their duties will include assisting teachers in the preparation and reproduction of instructional materials.

P. 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 and shall not be retroactive with the substitute teacher 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.

Q. 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 XVIII

JOINT INSTRUCTIONAL POLICY COUNCIL

A. The Board and Association agree to continue their support of the Joint Instructional Policy Council. Any change in the present structure will be mutually agreed upon by both parties.

ARTICLE XIX

AGENCY SHOP CLAUSE

A. Service Fee: Any teacher who is not a member of GEA and who does not make application for membership, shall, as a condition of employment pay to the GEA an amount equal to the Association's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. The names of teachers who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be given to the President of the Association. Upon the joint request of the Gwinn Education Association and the Michigan Education Association, such teachers shall be discharged by the School District at the end of the school year for which they refuse to join the Association or fail to pay said service fee. It is agreed by the parties to this Agreement that the GEA and MEA will assume the sole defense of this Agency Shop Clause in any action brought against either the Gwinn Area Community Schools and/or the GEA and the MEA arising out of this Agency Shop Clause.

B. Agreement of Indemnity: The GEA and MEA will indemnify and hold harmless the Gwinn Area Community Schools and assume and discharge the District's full and complete liability arising out of or in connection with any and all litigation or proceedings brought against the District by any employee, groups of employees, or any other person who has been discharged pursuant to Article XIX of the parties' collective bargaining agreement dated the _____ of _____ 1974

ARTICLE XX

INSURANCE

A. The Board will provide hospitalization coverage for all permanent full time teachers under the following conditions:

1. Single subscriber (self): The Board will contribute up to but not exceed \$22.90 per month toward the cost of MEA Super Medical II Benefits for individual coverage.

2. Married teacher who is supporting his or her spouse (self and spouse): The Board will pay up to but not to exceed \$55.10 toward the cost of MEA Super Medical II Benefits for two person coverage.

3. Married teacher who is supporting his or her family and spouse (self, spouse and children): The Board will pay up to but not to exceed \$59.90 toward the cost of MEA Super Medical II benefits for full family coverage.

4. Single teacher who is supporting his or her children (self and children): The Board will pay up to but not to exceed \$46.60 toward the cost of MEA Super Medical II Benefits for a teacher who is supporting his or her children.

B. The medical benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those teachers who do not qualify for hospitalization.

C. The Board will contribute up to but not to exceed \$10.40 per month for "Loss of Time Protection" available through M. E. S. S. A.

D. The Board will contribute up to but not to exceed \$1.48 per month "Dependent Life Insurance" available through M. E. S. S. A.

E. The Board will pay the premiums to provide \$5,000.00 term life insurance protection, for all full time teachers regularly employed in the District. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The Board shall select the carrier.

F. The Board will contribute up to a maximum of \$8,000.00 for the total cost of all premiums for all full time teachers for "Long Term Disability Insurance". This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The Board shall select the carrier.

Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of one (1) year. This insurance provides 66 2/3% of normal monthly earnings.

G. The Board will pay the premiums to provide \$5,000.00 AD and D insurance protection for all full-time teachers regularly employed in the District. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The Board shall select the carrier.

H. The benefits stated above in this Article shall be provided to only regular and permanent full-time teachers.

I. In the event of a strike, or a violation of the no-strike clause, the Board's obligation to pay the premiums for the benefits stated in this Article shall terminate for the duration of the strike and the Board shall be reimbursed for any premiums paid but unused.

J. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

K. Subject to the terms of the contract with the respective insurance carrier, the insurance benefits provided shall commence on the first compensable working day of the teacher and that coverage shall remain in effect continuously for the duration of this agreement as long as the teacher is actively employed by the Board. Provided further, the Board's obligation to pay the premiums for the insurance provided in this Article shall also terminate upon a leave of absence being granted.

A letter of understanding is attached to the master contract after this page.

The letter states that the 5% retirement contribution will be paid by the Board.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of the _____ day of _____, 1974 and shall continue until the day prior to the start of school for the 1976-77 school year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Upper Peninsula Education Association/
Michigan Education Association

Gwinn Board of Education

By _____
(Title)

By _____
President

By _____
(Title)

By _____
Secretary

By _____
(Title)

By _____
(Title)

Dated this _____ day of _____ 1974

\$9,160 - Base

SCHEDULE A - 1 - 1974-1975

Step	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	9,160	1.04	9,526	1.10	10,076	----	----	----	----
1	1.04	9,526	1.08	9,893	1.14	10,442	1.18	10,809	----	----
2	1.08	9,893	1.12	10,259	1.18	10,809	1.24	11,358	1.30	11,908
3	1.14	10,442	1.18	10,809	1.24	11,358	1.30	11,908	1.36	12,458
4	1.20	10,992	1.24	11,358	1.30	11,908	1.36	12,458	1.42	13,007
5	1.26	11,542	1.30	11,908	1.36	12,458	1.42	13,007	1.48	13,557
6	1.32	12,091	1.36	12,458	1.42	13,007	1.48	13,557	1.54	14,106
7	1.38	12,641	1.42	13,007	1.48	13,557	1.54	14,106	1.60	14,656
8	1.44	13,190	1.48	13,557	1.54	14,106	1.60	14,656	1.66	15,206
9	1.50	13,740	1.54	14,106	1.60	14,656	1.66	15,206	1.72	15,755
10	1.56	14,290	1.60	14,656	1.66	15,206	1.72	15,755	1.78	16,305
15	----	----	----	----	1.72	15,755	1.78	16,305	1.84	16,854
20	----	----	----	----	----	----	1.84	16,854	1.90	17,404

100 -

\$9,500 - Base

SCHEDULE A - 2 - 1975-1976

Step	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	9,500	1.04	9,880	1.10	10,450	-----	-----	-----	-----
1	1.04	9,880	1.08	10,260	1.14	10,830	1.18	11,210	-----	-----
2	1.08	10,260	1.12	10,640	1.18	11,210	1.24	11,780	1.30	12,350
3	1.14	10,830	1.18	11,210	1.24	11,780	1.30	12,350	1.36	12,920
4	1.20	11,400	1.24	11,780	1.30	12,350	1.36	12,920	1.42	13,490
5	1.26	11,970	1.30	12,350	1.36	12,920	1.42	13,490	1.48	14,060
6	1.32	12,540	1.36	12,920	1.42	13,490	1.48	14,060	1.54	14,630
7	1.38	13,110	1.42	13,490	1.48	14,060	1.54	14,630	1.60	15,200
8	1.44	13,680	1.48	14,060	1.54	14,630	1.60	15,200	1.66	15,770
9	1.50	14,250	1.54	14,630	1.60	15,200	1.66	15,770	1.72	16,340
10	1.56	14,820	1.60	15,200	1.66	15,770	1.72	16,340	1.78	16,910
15	-----	-----	-----	-----	1.72	16,340	1.78	16,910	1.84	17,480
20	-----	-----	-----	-----	-----	-----	1.84	17,480	1.90	18,050

05

SCHEDULE B

To the extend possible every effort will be made to make assignment to extra-curricular activities on a voluntary basis. The association shall designate a representative to assist the building principal in securing teachers to participate in extra-curricular activities.

In the event an assignment is not made on a voluntary basis, the Board reserves the right to assign teachers to extra-curricular activities as it determines to be in the best interest of the school district.

Once an assignment is made to the extra-curricular schedule a teacher may not resign for that school year.

Requests for additional activities must be presented in writing to the Superintendent of Schools for his approval prior to September 30th in order to be added to the list that follows.

EXTRACURRICULAR ACTIVITIES APPLICABLE TO THE 1974-76 SCHOOL YEAR

Group I

<u>Activity</u>	<u>Remuneration</u>
Band, High School	\$340.00
Junior Class Play	320.00
Senior Class Play	320.00
Future Homemakers, High School	263.00
Vocal Groups, High School	320.00
Debate, High School	275.00
Forensics, High School	250.00
Newspaper, High School	320.00
Junior Class, High School	240.00
Student Council, High School	240.00
Future Teachers, High School	207.00
Senior Class, High School	215.00
Yearbook, High School	500.00
Drama, High School	195.00
Majorettes, High School	195.00
Art, High School	175.00
Varsity Cheerleaders, High School	320.00
Freshmen Class, High School	157.50
BOEC, High School	275.00
Future Nurses, High School	157.50
Sophomore Class, High School	157.50
Ski Club, High School	140.00
Junior Varsity Cheerleaders, H.S.	210.00

<u>Activity</u>	<u>Remuneration</u>
National Honor Society, H.S.	\$113.00
Chess, High School	100.00
8th Grade Cheerleaders, M.S.	100.00
7th Grade Cheerleaders, M.S.	100.00
Safety Patrol, Gilbert	80.00
Safety Patrol, K.I. Sawyer	80.00
Safety Patrol, McDonald	80.00
Safety Patrol, Skandia	80.00
Service Squad, Gilbert	80.00
Service Squad, K.I. Sawyer	80.00
Service Squad, McDonald	80.00
Service Squad, Skandia	80.00

Cheerleaders will be chaperoned at all games.

Group II

Game Statistician \$7.50 per game

Game Officials

Varsity \$7.50 per game
 Junior Varsity 5.00 per game
 Junior High and
 Freshmen \$4.00 per game

Group III

Ticket Sellers and Crowd Control

Varsity and \$ 7.50 - 1 event
 Junior Varsity..... 10.00 - 2 events

 Junior High and
 Freshmen \$ 4.00

Ticket Takers

Varsity and \$ 5.00 - 1 event
 Junior Varsity 7.50 - 2 events

 Junior High and
 Freshmen \$ 4.00

Group IV - Driver Education Salaries

1st & 2nd yr. \$7.00 per hour
 3rd & 4th yr. 7.50 per hour
 5th & 6th yr. 8.00 per hour
 over 6 yrs. 8.50 per hour

Note: A minimum of 100 hours per year is a one (1) yr. credit.

GROUP V

Athletic Coaches Salaries

Football (All based on 3 weeks pre-school)

<u>Step</u>	<u>Varsity</u>	<u>J. V. & Assistant Varsity</u>	<u>Assistant J. V. & Freshmen</u>	<u>Assistant Freshmen</u>
1	1425	1150	950	800
2	1500	1200	1000	850
3	1575	1250	1050	900
4	1650	1300	1100	950
5	1725	1350	1175	1000
6	1800	1425	1225	1025
7	1875	1500	1275	1050

Basketball

<u>Step</u>	<u>Varsity</u>	<u>J. V.</u>	<u>Freshmen</u>	<u>7th & 8th</u>
1	1200	800	450	450
2	1250	850	500	475
3	1300	900	550	500
4	1375	950	600	525
5	1450	1000	650	550
6	1525	1050	675	575
7	1600	1100	700	600

Wrestling

Track

Swimming

Girl's Basketball

<u>Step</u>	<u>Varsity</u>	<u>Ass't</u>	<u>Varsity</u>	<u>Ass't</u>	<u>Varsity</u>	<u>Varsity</u>
1	950	450	700	450	700	700
2	1000	475	750	475	750	750
3	1050	500	800	500	800	800
4	1100	525	850	525	850	850
5	1150	550	880	550	900	900
6	1200	575	910	575	950	950
7	1250	600	950	600	1000	1000

<u>Step</u>	<u>Skiing, Tennis, Golf</u>	<u>Girl's Track</u>	<u>Gymnastics</u>
1	450	550	575
2	475	575	625
3	500	600	675
4	525	625	725
5	550	650	775
6	575	675	825
7	600	700	875

No coach presently assigned to a coaching position will receive a cut in pay as a result of this schedule but will remain at the same salary until the position in the schedule is reached. Credit for experience shall be limited to one category below the assigned position. (Example: J. V. to Varsity). Anything below one category will be credited at $\frac{1}{2}$ the years of experience (Example: 4 years as freshmen coach = 2 years experience for varsity). However, the Board reserves the right to grant additional credit at the recommendation of the athletic director.

GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN

1974-1975 School Calendar

<u>DATE</u>	<u>EVENT</u>
Monday - August 26, 1974	Orientation - New Teachers
Tuesday - September 3, 1974	Classes begin at regular time
Friday - November 15, 1974	No school - Hunting Day
Thursday - November 28, 1974;	
Friday - November 29, 1974	No school - Thanksgiving
Friday - December 20, 1974	School closes end of day - Christmas
Thursday - January 2, 1975	School re-opens at regular time
Friday - January 24, 1975	Record Day
Monday - February 17, 1975	No school - President's Day
Thursday - March 27, 1975	School closes end of day - Easter
Tuesday - April 1, 1975	Classes resume
Monday - May 26, 1975	No school - Memorial Day
Thursday - June 5, 1975	End of semester
Friday - June 6, 1975	Record Day

Days in Session - Students

August	0
September	20
October	23
November	18
December	15
January	20
February	19
March	19
April	22
May	21
June	<u>4</u>
TOTAL	181*

Teacher Work Days

August	1
September	20
October	23
November	18
December	15
January	21
February	19
March	19
April	22
May	21
June	<u>5</u>
TOTAL	184**

* Includes one day of inservice

** Included are one day for new teacher orientation, one and a half days for marking records, one half day for GEA meetings, and one day for various inservice meetings.