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8/31/97

**GAYLORD BOARD OF EDUCATION
AND
GAYLORD EDUCATION ASSOCIATION AND
THE NORTHERN MICHIGAN EDUCATION ASSOCIATION**

MASTER AGREEMENT

1996 - 1997

GAYLORD, MICHIGAN

Gaylord Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This **AGREEMENT**, entered into this 1st day of September, 1996, by and between the **BOARD OF EDUCATION OF THE GAYLORD COMMUNITY SCHOOLS** of Gaylord, Michigan, hereinafter referred to as **BOARD**, and the **GAYLORD EDUCATION ASSOCIATION/NORTHERN MICHIGAN EDUCATION ASSOCIATION**, hereinafter referred to as **ASSOCIATION**.

WITNESSETH;

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Gaylord Community School System is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession should be qualified to assist in formulating policies and programs designed to improve educational standards; and,

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

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

IN CONSIDERATION of the following mutual covenants,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the **GEA/NMEA**, as the sole and exclusive bargaining representative, as defined in Section II of Public Acts of 1965 for the contracted, certified personnel, including personnel on tenure, probation, and leave; but excluding administration. The **GEA/NMEA** shall represent all certified personnel except those with the power to hire, dismiss or effectively recommend the hiring or dismissal of other certified personnel. For the duration of this Agreement, substitute teachers are not part of the bargaining unit.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the **GEA/NMEA** for the duration of this Agreement.
- C. This Agreement shall be binding upon both parties and shall supersede any rules or regulations or practices which are contrary to the specific terms of this Agreement.
Any other actions or practices initiated by, imposed or entered into between individuals or parties not specifically negotiated and written into this Agreement will be in violation and subject to grievance.
Both parties may, however, mutually agree to meet and renegotiate changes or additions to this Agreement at any time in its duration.
- D. Teachers or other personnel who are not members of the Association shall not be discriminated against by the association or any of its members by reason of such non-membership.
- E. Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.
- F. The Board shall also make payroll deductions, upon written authorization from teachers, for annuities, credit unions, savings bonds, charitable donations, MESSA Life Insurance options, or any other plans or programs drawn up, if approved by the Board.

ARTICLE I, SECTION G

- G. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the association/union, or (2) pay a legally permissible service fee to the Association, pursuant to the Association's "Policy Regarding Objectives to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- H. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article, but this does not include any liability for compensation paid under the Michigan Employment Security Act.

ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the Electors of the District, anything herein to the contrary notwithstanding, retains and reserves unto itself 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 the United States and the laws and regulations of local governmental units, including the right to the executive management and administrative control of the school system, its property, facilities, and employees.
- B. The exercise of its rights, powers, duties, authority, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the explicit and express terms of this Agreement and then only to the extent that such are so specifically and expressly abridged, modified or limited.
- C. Nothing in this Agreement shall be construed to limit in any way the board's right to operate the school system efficiently and economically and the Board retains all of the rights, functions, and authority which it had prior to the existence of an Agreement with the Association.

ARTICLE III - TEACHERS' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher as defined in Article I, Section A of this Agreement, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right in accordance with Board policy for rental and use of the Gaylord Community Schools' buildings and facilities, to use school buildings facilities at all reasonable hours for meetings, except when school is in session. No one shall be prevented from wearing insignias, common pins, or other identification of membership in the Association, either on or off the school premises. A bulletin board shall be made available to the Association in each building. Communication by the Association to the Association members on association matters, may be distributed by use of the teacher mail box. Other communications shall also be clearly identified.
- C. The Board of Education agrees to furnish the Association, in response to written reasonable requests, the available information concerning the financial resources of the District, and such other information as requested in writing which will assist the Association in developing an intelligent, accurate, informative, and constructive program on behalf of the teachers together with other information, in the form in which it is available, which may be necessary for the Association to process any grievance or complaint. Additional copies will be provided at a reasonable charge.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights under the Michigan General School Laws or other laws or regulations applicable. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law or contract.
- E. The Association recognizes that it shall not have the right to partake in any election campaigns involving the Association during regular school hours.

ARTICLE III (CONTINUED)

- F. The Association may counsel with the Board on any new or modified fiscal, budgetary or tax programs, instruction programs, or major revisions of educational policy, which are proposed and the Association may avail itself of the opportunity to advise the Board with respect to such matters.
- G. The Board may place on the agenda of each regular meeting for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known at least four (4) days prior to said regular meeting.
- H. The provisions of this Agreement shall apply without regard to race, creed or religion, color, political affiliations, national origin, age, sex, or marital status, except as otherwise prescribed in this Agreement.
- I. Two way Interactive Television: Two way interactive television may be an alternative used for the instruction of students. If implemented, teachers will be encouraged to develop classes for use in the system.

Two way interactive television assignments will be on a voluntary basis.

All credit classes will be taught by certified teachers. The sending school shall be the employer.

Classes produced shall not be copied or reproduced in any manner so as to cause any teacher to be replaced. The use of the two way interactive television program shall not cause any teacher to be laid off.

Behavior of students at remote sites will be the responsibility of the receiving school.

Training for two way interactive video teachers will be provided at no cost to the teacher.

ARTICLE IV – PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable rules, regulations, policies and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. Violations will result in progressive disciplinary action being taken, including but not limited to oral reprimand or warning, suspension with or without pay, demotion or dismissal. Teachers shall have appropriate due process rights. Any disciplinary action shall be appropriate to the behavior which precipitated the disciplinary action.

- B. The Association recognizes that gross abuses of sick leave or other leave, 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 Association will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE V - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and a professional, provisional or permanent certificate providing that such qualified personnel are available at the time the position must be filled.

Currently employed annually vocationally authorized teachers who do not hold a Bachelor's Degree must be enrolled and earning credits toward vocational certification and have a program on file with the school district.

- B. No substitute teacher shall be employed by the Board who possesses less than a provisional or a permanent certificate except under the provisions of special certification as prescribed by the State Board of Education.
- C. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and as needed in the judgment of the Administration. The Association shall be notified when a teacher is so assigned. The Board shall be notified by the teacher whenever an application for a change in certification is requested.
- D. Proposed teaching assignments for the forthcoming year shall be posted and made available to the teachers no later than the preceding first day of June. All known vacancies in extra duty positions will be posted or made available to the teachers by the preceding first day of June. Adult Education and Driver Education positions will be posted as vacancies occur. In the event changes in teaching assignment(s) are made, all affected teachers and the GEA will be notified.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses shall not be obligatory, but shall be with the consent of the teacher. Preferential consideration shall be given to the present staff in making such assignments, whenever their qualifications, competency, and other relevant factors are equal or greater.
- F. If any assignments that are additional to normal teaching schedules must be assigned outside the present staff, the Board will re-post these positions each year in the event a member of the staff is interested in the position. Consideration will be given to the applicant based on qualifications, competency, and other relevant factors. If the staff member is not granted the position, the Board shall respond to the applicant, in writing, explaining this decision and the factors used to deny the applicant.

ARTICLE VI - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement.
- B. The salary schedule is based upon a normal weekly teaching load within the calendar year during normal teaching hours. There shall be no additional compensation for extra-curricular activities except in accordance with this Agreement.

When teachers are asked to assist with another teacher's class, the teacher shall receive compensatory pay for 1996 of \$82.21 per day, and \$13.70 class hour.

For all time spent after the established school day in required parent/teacher conferences, or teacher meetings called by the Administrator after 5:00 p.m. of any day, or on Saturday or Sunday, or holidays, compensatory pay will be earned. In addition, compensatory time may be earned for time spent in student-related activities. The rate paid for teachers who take another teachers' class will be standardized throughout the district. The contracted rate that is paid for a class period will be based on the high school class period rather than a clock hour and prorated on that basis for smaller blocks of time.

Earned compensatory time must be recorded by the teacher on a form and turned in to administration. To use compensatory time, preapproval must be obtained from the appropriate administrator. Used compensatory time will be recorded by administration on a form which will be given to the teacher.

- C. Teachers to be employed in the system with previous teaching experience may be given up to ten (10) years credit, at the Board's discretion, and placed at the appropriate step on the salary schedule.
- D. Fully qualified vocational teachers will be allowed one (1) step on the salary schedule for each full year of substantiated work experience (not to exceed 2 years) in the area of which they are teaching and required for permanent or provisional vocational education certification. This shall be prorated by vocational class taught and shall be withdrawn when the teacher is assigned to a class(es) not requiring vocational certification. (Any affected teacher shall remain at their present salary step until actual classroom experience replaces any vocational experience granted.)

ARTICLE VI (CONTINUED)

- E. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the next succeeding semester. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript sixty (60) days after the beginning of the semester.
- F. Teachers enrolling in college credit courses shall have such classes approved in writing prior to enrollment by the Superintendent. Courses must be graduate level courses from a Michigan accredited four year college (or transferable as graduate credit to a Michigan four-year accredited college). The course(s) must be either relevant to the teacher's current assignment, or be an approved graduate course which is part of a planned program leading to an advanced degree in an educational field, or be approved by the superintendent.
- G. When teachers are authorized to travel in their private vehicles for the school, they shall be compensated at the IRS rate. Teachers transporting students with Board approval will be covered by school liability policy. Teachers required by their teaching assignment to travel between buildings during the day will be reimbursed for travel between buildings, but not to their first assignment of the day or from their last assignment.
- H. Inservice Trainers When members of the teaching staff are asked to serve as trainers for inservice programs within the district, compensation shall be:
Two (2) times the teacher's daily rate (2 hours presentation: 4 hours pay). Pay to be based on teacher's daily rate. This figure to be divided by eight (8) hours per day. Minimum presentation time for compensation purposes will be one (1) hour.

* Emergency situations are interpreted to mean, unforeseen and unplanned occasions which necessitate the teacher's immediate absence for not more than two (2) hours.

ARTICLE VII - TEACHING HOURS AND CONDITIONS

- A. The regular school day for teachers will be eight (8) hours including lunch. Fridays and the days before holidays and vacation teachers may leave 15 minutes after the end of the student day.
- B. The normal weekly teaching load will not exceed 27.5 pupils contact hours per week.
- C. All teachers shall have a duty-free lunch of at least 35 minutes plus 5 minutes passing time (passing time does include the supervision of students). It is understood that teachers may be assigned to assist the Administration during lunch time as part of their normal teaching assignment.
- D. All teachers shall have at least one preparation period per day or receive compensation for the same. During the preparation period the teacher will be engaged directly in work related activities. The preparation period will be at least 45 minutes. Daily elementary preparation time will be before student arrival and after student departure. Elementary teachers will have 150 minutes of planning time each week during the student day.
- E. The parties recognize that adequate school facilities are desirable to enhance the high quality of education that is the goal of both the Board and the Association.
 - 1. Because the pupil/teacher ratio is an important aspect of an effectual educational program, the Board will maintain a pupil/teacher ratio of less than 24 to 1.
 - 2. The Board shall make available in each school housing 150 or more students lounge and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which eating shall be permitted. Such facilities will be included in any new building plans.
- F. Parent/Teacher Conferences for the middle school and the high school may be scheduled each semester for a period not to exceed 2 1/2 hours on each of two evenings at no additional compensation.

ARTICLE VII – (CONTINUED)

Conferences for the elementary buildings may be scheduled according to the same plan as the high school except those teachers who elect to schedule their own conferences as they feel the need will not have to report on the nights the conferences are scheduled.

- G. The Board and Association agree that the placement of student teachers shall follow steps outlined in Student Teacher Guidelines of 1979.

It is agreed that if substantial changes are required the Board and Association will meet in good faith to mutually agree to revisions.

- H. Recognizing the professional interest of the Gaylord Education Association in the student day schedule, and the benefits to the Board and Association in working cooperatively, it is the intent of the Board and Association to work together in creating a student day schedule. It is agreed that if the schedule needs substantial change that both the Board and Association will meet in good faith to create a schedule that is in the best interests of the District, teachers and students.

- I. Individual school improvement teams shall have the flexibility to revise schedules as long as they do not substantially alter the terms of agreement in the contract.

ARTICLE VIII - PROTECTION OF TEACHERS

- A. It shall be the responsibility of the Board of Education to provide liability insurance protection up to \$1,000,000 for all teachers, for incidents which happen while the teacher is acting in the line of duty.
- B. Any case of physical assault on a teacher by a student, parent, or employee, or upon a student by a teacher shall be reported promptly to the Administration.
- C. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention when such action is deemed necessary by the Administration.
- D. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the Board.
- B. Vacancies shall be defined as any bargaining unit position open due to resignation, termination or retirement. The Board may terminate or hold vacant any position. The parties agree to the policy of filling vacancies from within the bargaining unit in the school system, the Administration shall notify the Association promptly. Vacancies shall be posted in all faculty lounges. Between June 1 and September 1, all vacancies will be posted in the Board of Education office. Consideration shall be given by the Board first to those qualified applicants currently within the school system.
- C. Since transfers of teachers between school subject assignments, classrooms, or grades are sometimes disruptive of the educational process and might interfere with the optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. No transfer or change in assignments shall be made without prior discussion with the teacher. The Superintendent shall notify the teacher, and the Association of the reason(s) for such transfer.

ARTICLE X - TEACHER EVALUATION

A. Teachers will be evaluated at least every third year. Non-tenured teachers will be evaluated every year. A tenured teacher may be evaluated every year at the discretion of the building administrator providing that the reasons are discussed with the teacher. A teacher may elect to have an association representative present.

B. Observation Procedures. Tenured teachers being evaluated will have at least two observations during the evaluation cycle. Non-tenured teachers will have at least four observations. In each case, one observation should include most of a class period and/or lesson.

At the beginning of the evaluation cycle, a pre-evaluation conference will be held to review the evaluation form, expectations, and to arrange the observation schedule. At the end of the evaluation cycle, a conference will be held to review the "Teacher Evaluation Report", which will be completed by May 15. Teachers may submit written comments about their summative evaluation.

C. Any unsatisfactory judgment, in any category, must be supported by observation and/or documentation to support the conclusion made by the evaluator and will result in the development of a plan of improvement that identifies specifically the area that needs improvement and provides the employee with specific, appropriate, written recommendations for improvement which are stated in behavioral terms and are measurable and observable. A fair timeline for such improvement shall include follow-up observations to evaluate areas of concern and provide program of assistance.

D. All observations or monitoring of the work performance of teachers will be conducted openly and with their full knowledge. Performance not documented between observations is deemed satisfactory.

ARTICLE X (CONTINUED)

- E. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the tenure act for a hearing and appeal. The Association shall receive a copy of such notification.
- F. No material originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material placed in the file is inappropriate, he/she may receive an adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no Article X, Section E instance shall said signature be interpreted to mean agreement with the content of the material. Teachers' comments, relative to evaluations or other written material will be included in their personnel file at their request. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.
- G. A standing evaluation study committee consisting of up to five teachers appointed by the GEA President and up to five administrators appointed by the Superintendent will meet as needed to review the Teacher Evaluation Plan.

**ARTICLE XI - REDUCTIONS IN PERSONNEL AND ANNEXATION,
CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT**

No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, a substantial decrease in the revenues, or a substantial increase in expenditures of the school district. The decision as to the existence of cause for necessary reduction in personnel may be reviewed for substantiation by an auditor of choice at the request of either party.

- A. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure, based upon program needs, will be utilized:
1. Teachers that are less than fully qualified or less than fully certified in a specific position that is being reduced or eliminated will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off teachers.
 3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: certification, qualification, and length of service. In the event all factors are equal, length of service shall be the determining factor. A teacher may change departments or buildings to utilize seniority only if they have a major or minor in that teaching area and /or have teaching experience in that area within the Gaylord School District.

4. Definitions:

Certification: Possessing a provisional or permanent certificate appropriate to the teaching level.

Qualifications: Possessing a major or a minor appropriate to the teaching assignment, as well as a sufficient number of credit hours in that academic area to meet accrediting agency standards.

Seniority: Seniority shall be defined as total years of service to the school district in a position that requires teacher certification. All leaves of absence except sabbatical or involuntary military leave will be deducted when computing actual experience.

ARTICLE XI (CONTINUED)

- B. After a reduction of teachers as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are **certified and qualified**, the order of priority shall be to the teacher who is the most qualified and full capable to fill such position.
- C. In determining what constitutes "most qualified and fully capable," the employer shall utilize, among others, the following factors: experience, ability, attitude, professional background and attainments, past performance, employment and personnel records, interest, attendance, willingness to work, evaluations, length of service in the position and/or with the employer, communications and interviews, and test scores (if any applicable). In the event all factors are equal, length of service in the school district will be the final determining factor.
- D. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association. A teacher shall be given sixty (60) days notice before he/she is laid off unless there is a financial emergency.
- E. In the event of layoff, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of layoff. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.
- F. A seniority list shall be published in cooperation with the Superintendent and Association President and posted in all buildings of the district by October 15 of each school year.

All bargaining unit members shall be ranked on the list in the order of their first day of work. Seniority shall be determined to the nearest one half year. One-half day or one half year teachers shall be given one-half year seniority. The seniority list will be finalized each year by November 1, and once approved no changes will be considered prior to the previous November 1.

All seniority is lost when employment is severed by resignation, retirement or discharge for cause. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff. Seniority shall continue to accumulate when bargaining unit members are on sabbatical or involuntary military leave.

ARTICLE XI (CONTINUED)

- G. Recall notification will be by certified mail to the employee's last known address. The employee has thirty (30) days in which to notify the Board of Education office of his/her intent to accept the position. Notification of acceptance by the teacher will be in writing and delivered in person or by certified mail.

ARTICLE XII - DEPARTMENT CHAIRPERSONS

- A. The Administration may select each year from among the school faculty, Department Chairpersons in such teaching areas it may deem appropriate.
- B. The Department Chairperson shall be responsible for providing leadership in departmental coordination including coordination of programs and materials, proper sequencing of objectives, and promotion and development of effective instructional techniques for department staff members.
- C. Elementary schools shall be represented by at least four members unless structure is modified by curriculum council or the Board.
- D. When appropriate the title K-12 Department Chairperson shall be used.

**ARTICLE XIII
HEALTH AND TUBERCULOSIS EXAMINATION**

- A. The Board will pay up to \$50 toward the cost of a physical exam every other year. The bill must be submitted within ninety (90) days of the exam, but prior to October 1.
- B. A certificate of freedom from tuberculosis shall be filed according to law not later than October 1. All teachers must file an exam the first year of employment and every fourth year thereafter.
- C. Every employee shall, at the request of the Superintendent, submit to a physical or psychiatric examination at Board expense.
- D. Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.
- E. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Board shall provide in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.
- F. The Board of Education will distribute to each teacher copies of the Board policy and administrative rules pertaining to communicable disease.

ARTICLE XIV - LEAVES

- A. **Leaves of Absences** A leave of absence without pay may be granted to any teacher for one of the following reasons upon application by the teacher, setting forth the reasons for the requested leave of absence. Each case shall be decided on its own merit and if leave under section A of this Article is granted, upon return from such leave, the teacher will be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the system during such period.
1. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such program; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board, upon application.
 2. A leave of absence of one (1) year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.
 3. A sabbatical leave may be granted for a period not to exceed one (1) year subject to applicable Michigan statutory provisions and provided said teacher agrees to remain in the employ of the district for a period of not less than two (2) years following return from sabbatical leave. The Board may impose such conditions or requirements relative to the teacher's sabbatical leave as it may deem appropriate and will compensate said teacher at fifty percent (50%) of regular annual salary. During a teacher's leave for any of the above reasons, the "sick leave" and insurance policy benefits shall not apply; however, unused sick days held at the beginning of the leave will be reinstated. Employees returning from sabbatical leave having complied with all of the terms and conditions thereof shall be entitled to re-employment at the beginning of the next school semester. Subject to the provisions of the Michigan School Code of 1955, re-employment of teachers, except as hereinabove indicated, during the school year shall be at the discretion of the Board. A teacher returning from sabbatical leave as scheduled shall be entitled to his/her original position.

ARTICLE XIV (CONTINUED)

- B. Military Leave** The Board and Association recognize the importance of military service in the National Guard and Reserves. Participation in the National Guard and Reserves serves a vital national need, and therefore participation is encouraged. A military leave of absence shall be granted to members of the National Guard and/or Reserves as follows:
1. A teacher called for active duty on State level shall be compensated for the difference between the teaching pay and the pay received for the performance of military duties during those times the teacher would have otherwise been scheduled to work in school. The teacher must turn the paycheck from military service over to the school and, in turn, will be issued the regular check from the school.
 2. A teacher who is called for active duty at the Federal level shall be entitled to the same teaching assignment (if existing) held prior to that military service. The teacher shall not receive any compensation from the District during the time, shall not advance on the salary schedule and shall not advance on the seniority list.
 3. Teachers in the National Guard and Reserve shall use all good faith efforts to schedule annual training activities outside the normal school calendar.
- C. Child Care Leave** Child care leave granted under this article shall be without pay and be granted for a period not to exceed one (1) year. These leaves may be reviewed or extended by mutual agreement of the Board and the teacher. All requests for child care leave must be in writing and state the date the leave is to begin, and the period of time for which the leave is being requested. A person returning from child care leave must present a doctor's verification of good health, if applicable.
- D.** Teachers may at the discretion of the Superintendent, be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days. Time requested beyond that period shall be with Board of Education approval and involve forfeiture of fringe benefits.
- E. Bonus Days** Two (2) bonus days will be available each year. These days may be used for personal business when notice is given five (5) days in advance. These days may not be used the day before or the first school day following a holiday or the first week of a new semester except in case of an emergency. The Superintendent reserves the right to limit these leaves to not more than eight from the District per day, or four (4) from the same building per day.* In emergencies the time limit may be waived by the Superintendent. If a teacher terminates prior

ARTICLE XIV, SECTION E (CONTINUED)

to Article XIV the completion of the second semester, only one (1) bonus day will be earned. If the teacher does not use the bonus days, he/she will be compensated at \$90 per day.

* These numbers will be waived for the first week of fire arms season if qualified substitutes are available.

F. Jury Duty A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for that performance of such obligation on each day the teacher would have otherwise been scheduled to work that the teacher reports for or performs jury duty.

G. Sick Leave Sick leave is defined as: Bonafide physical or mental incapacity of the teacher to report for a discharge of duties to the extent of unused days credited.

1. Sick leave is earned and credited at the rate of ten (10) days per year. Previously accumulated sick leave plus ten (10) days shall be credited at the beginning of each school year for all full-time teaching personnel. Sick leave for part-time teaching personnel shall be pro-rated. Teachers who terminate for reasons other than health will have earned one (1) day sick leave per month of full-time employment for the months actually worked.
2. Any teachers whose personal illness extends beyond the period compensable under Article XIV, shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one (1) year from the date granted by the Board. Extensions of such leave may be granted by the Board upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of accumulated compensable leave days, and upon returning from sick leave, will have the unused portion of accumulated compensable leave reinstated.

Upon return from a leave of absence, the teacher shall, at the teacher's request be returned to the same position held prior to leave, providing that the leave terminates during the same school year that it began, or to a position for which he/she holds current certification if the leave extends into another school year, provided that sixty (60) days notice prior to return is given in writing or return does not fall within the last thirty (30) school days of the school year.

ARTICLE XIV, SECTION G (CONTINUED)

Prior to return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense. Should the findings of the Board's physician result in the returning teacher being denied reinstatement, said teacher can appeal the decision and submit the findings of a physician(s) of his/her choice. If the results of these examinations indicate the teacher is mentally and physically capable of performing his/her normal classroom duties and if the Board still denies reinstatement, the teacher and Board shall agree on a third physician whose recommendations shall be binding. The expenses of the third physician shall be equally divided between the teacher and the Board.

3. Absences due to injury or illness incurred in the course of a teacher's employment for which a teacher receives benefits under the Workmen's Compensation Act shall be charged against the teacher's sick leave days in the proportion (to the closest one half [1/2] day) that such absence is not compensated under Workmen's Compensation.
4. A teacher will be allowed up to three (3) days per year for critical illness of: mother, father, child, spouse, brother or sister. Critical means life-threatening or potentially life-threatening. These days will be deducted from annual sick leave.
5. In the case of any teacher who has accumulated five (5) separate sick leave occurrences during the course of a school year, the Superintendent may require a certificate of necessary absence from a licensed physician in order for the teacher to qualify for sick leave pay.
6. **Bereavement Leave** Five (5) days leave of absence with pay chargeable against the teacher's sick leave allowance shall be granted for death in the immediate family, to be taken at the time of the funeral.

Definition of Immediate Family The term is interpreted to mean: mother, father, spouse, parent of spouse, brother, sister, child, grandparent, grandchild, in-laws, or any dependent who lives in the immediate household.

Upon written request, the Superintendent may allow up to two (2) days for death of a non-family member. It is anticipated that these would be extremely limited cases in which the teacher can show a familial-like relationship with the deceased.

ARTICLE XIV, SECTION G (CONTINUED)

Bereavement leave of a special nature may be granted at the discretion of the Superintendent.

H. Merit Leave Merit leave can be earned at the following rate:

- * Zero (0) absences per school year = two (2) merit days per school year. or
- * Three (3) or fewer absences per school year = one (1) merit day per school year.

For merit leave purposes "absence" includes:

- * Sick leave
- * Unpaid leave
- * Bereavement leave in excess of three (3) days.

For merit leave purposes "absence" does **not** include:

- * Bonus days
- * Bereavement leave of up to three (3) days.
- * Merit leave days

Beginning 9/1/88 no more than seven (7) merit days may be accumulated. Previously accumulated merit days will not be affected by this cap.

Unused merit days will be reimbursed at \$90 per day at the teacher's request. Merit days reimbursed at retirement will be at the teacher's most recent regular daily rate.

Merit leave may be taken the school year following the school year in which it was earned. Not more than five (5) merit leave days may be used in any school year. Requests for merit leave must be submitted ten (10) school days prior to the leave. Merit leave may be used the day before or the first school day following a holiday or vacation by no more than ten percent (10%) of the staff of a building covered by this agreement provided an approved substitute teacher is available. Preference shall be given on a rotating basis for requests submitted three (3) months in advance for such use.

ARTICLE XV – INSURANCE

The Board of Education shall provide each full-time teacher with the annual cost of insurance as listed below.*

1. MESSA Super Care I with the Board paying the deductible. All deductible reimbursements for insurance claims occurring during each calendar year, must be requested by June 30th of the following year.

\$1,700 cash option for employees who do not elect Super Care I. The \$1,700 may be deferred at the employee's option into a tax sheltered annuity of his/her choice.

The Board shall adopt a plan for the purpose of compliance with Section 125 of the Internal Revenue Code. For the 1996-97 school year the Board will adopt the MESSA Option All Cash Option Plan. The cost of this plan for 1996-97 will be borne by the GEA/NMEA.

2. **Dental Insurance** The Board shall provide an insured dental plan substantially equivalent to SET Ultra Dent or Delta Dental Plan C with C-03 rider (Orthodontic coverage). (Coverage will be the same as in 1986-87 except for Major Services which will be increased to 60%.)

3. **Life Insurance** The Board shall provide group term life insurance with a maximum \$40,000 or two times annual earnings whichever is the lesser.

Accidental Death Plan with a maximum of \$40,000 or two times annual earnings, whichever is the least, shall be an additional benefit.

Life insurance benefits are paid in accordance with the life policy terms.

4. Group long-term disability income to provide the following benefits:
 - a. 70% of salary to a maximum of \$3,500 per month.
 - b. Benefit period – according to contract terms:
 1. 60 months – sickness
 2. Age 65 – accident
 - c. Benefit to start after 30 consecutive days of disability. After thirty (30) calendar days of continuous illness, a teacher would qualify for Board paid long-term disability.

* Each new full-time employee will become eligible on the first on the month coincident with or next following one month of continuous active service. Teachers teaching less than full time but over 40% of a regular day will receive a prorated benefit for hospitalization.

ARTICLE XV (CONTINUED)

5. Any teacher granted an unpaid leave of absence in excess of three (3) weeks shall, at their written request, be continued under all insurance benefits in accordance with the insurance company's policy provisions with the premiums to be paid by the individual on leave.
6. In the event of any violation of a no-strike clause, the Board will discontinue paying premiums for the duration of the strike.

ARTICLE XVI – SEVERANCE ALLOWANCE

Severance allowance will be paid to retiring teachers with ten (10) or more years in the system who also qualify for retirement and become eligible for retirement benefits under the Michigan Public Schools Employees' Retirement Fund. For purposes of severance, total years of service and total accumulated sick leave shall be counted in determining the severance allowance.

Severance will be computed and paid as follows: The Board will pay for each sick leave day accumulated at the time of retirement:

\$20 per day up to 100 days
\$22 per day for each day between 101 and 125
\$25 per day for each day between 126 and 150
\$27 per day for each day between 151 and 200
\$30 for all days over 201

This annual payment will be made on or before February 1 each year to a maximum of seven (7) annual payments. To receive payment, teachers must actually retire under the terms of the Michigan Public School Employees Retirement System. The number of annual payments will be based on the number of years a teacher has been eligible to retire under MSPERS according to the following schedule:

1st year of eligibility	7 payments
2nd year of eligibility	6 payments
3rd year of eligibility	5 payments
4th year of eligibility	4 payments
5th year of eligibility	3 payments
6th year of eligibility	2 payments
7th year of eligibility	1 payment

A teacher retiring after 7 years of eligibility will receive one payment.

For teachers with over 100 sick leave days, absences during the last three (3) years of employment prior to retirement leading to long-term disability, or as a result of hospitalization or confinement by doctor's orders, will not be deducted when computing accumulated sick leave for severance purposes.

A teacher and the Board may mutually agree to an alternate severance allowance.

ARTICLE XVII – GRIEVANCE PROCEDURE

- A. A claim by a teacher that there has been a violation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
 - B. The primary purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems of the parties which might arise out of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings. Nothing herein contained shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with an appropriate member of the Administration or proceeding independently as described in Section G of this Article.
 - C. There shall be one (1) Association representative (Building Representative) for each school building to be selected in the manner determined by the Association. In the event any Association representative is a party in interest to any grievance, the teacher may elect to be disqualified and a substitute can be named by the Association. The Building Principal shall be the Administrative representative when the particular grievance arises in a building. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one (1) school building.
 - D. In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the building principal either personally or accompanied by the Association representative. The grievance must be filed in writing within twenty (20) calendar days of the violation, misinterpretation, or misapplication, or within twenty (20) calendar days of the grievant's knowledge thereof. The grievance must be filed on the grievance form (Appendix E) and must include the specific article and section allegedly violated. It must state when the alleged violation occurred, by whom, the alleged resulting damage, and the relief sought.
 - E. Nothing herein is intended to limit or exclude any teacher from filing a grievance on behalf of the Association.
- STEP 1:** Within five (5) school days of the receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and furnish a copy thereof to the Association.

ARTICLE XVII, SECTION E (CONTINUED)

STEP 2: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such a meeting, or ten (10) days from the date of filing, whichever shall be later, the grievance shall be submitted to the Superintendent or designee within five (5) school days. With five (5) school days therefrom, the Superintendent or designee shall meet with the grievant on the grievance and shall indicate disposition of the grievance in writing to the grievant within five (5) school days of such meeting.

STEP 3: If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from the date of filing, whichever shall be later, within ten (10) school days the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks (whichever shall be later), may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made not later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

STEP 4: 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 within ten (10) days after the decision of the Board to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise cover the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party, provided however, newly discovered evidence may be presented if it can be shown to the satisfaction of the arbitrator that such evidence was not discovered previously due to the neglect or failure of the offering party to exercise due diligence. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

If the grievance is not delivered to the American Arbitration Association within fifteen (15) days after the decision of the Board, it will be deemed to have been abandoned.

ARTICLE XVII (CONTINUED)

- F. Time limits in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- G. If an individual teacher has a personal complaint which the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

- H. No reprisals of any nature shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

- I. Restrictions on the arbitrator's authority: The arbitrator shall have no power to:
 - 1. Rule on an issue previously barred from the scope of the grievance procedures.
 - 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 - 3. Award punitive damages.
 - 4. Issue a back pay award for any amount in excess of lost wages nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 - 5. Establish wage schedules.
 - 6. Rule on an issue involving the content of an employee evaluation.

ARTICLE XVIII – NEGOTIATIONS PROCEDURES

- A. It is understood and agreed that this contract embodies the entire understanding of the parties and that the terms of the Agreement shall govern the relationship of the parties during its duration; provided, however, that in the event a misunderstanding arises as to the interpretations of any of the provisions herein, the parties may undertake to cooperate to arrange meetings, select representatives for discussions, and furnish necessary information in considering and resolving such matters.
- B. Prior to March 1, the GEA/NMEA and the Board shall meet to discuss potential areas of concern. Notice shall be given at this meeting regarding the number of issues to be presented at a meeting prior to April 1 when the Board and Association shall exchange written proposals.
- C. If either party should fail to submit a proposed change or addition as above set forth, the Article or the subject of that Article shall not be a subject of negotiation. However, during negotiations, the parties can mutually agree to negotiate, modify, change, add, or delete any material in the contract; anything herein to the contrary notwithstanding.
- D. Each bargaining team shall be limited to five (5) regular members, a recording secretary and two alternates. No more than five (5) members of either team may be present at the table.

Either party may have resource persons at the bargaining table when notification is given 24 hours prior to the next meeting.

- E. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the members of the GEA/NMEA, 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.
- F. Upon reaching a tentative final agreement, it is agreed that the GEA/NMEA will meet for purposes of ratification of such agreement at the next scheduled meeting or within thirty (30) days. It is agreed that the Board will meet in official session to consider ratification within ten (10) days of receipt of notification that the GEA/NMEA has accepted the agreement.

ARTICLE XVIII, SECTION F. (CONTINUED)

- G. **Contract Review Committee** Representatives of the District and the Association shall meet informally every month from August through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. The meetings shall be called on the last school day Tuesday of the month at 3:30 p.m. Additional meetings may be scheduled.

Up to five teacher representatives shall be selected by the Association and up to five administrator representatives by the superintendent. The teacher and administrator representatives shall separately designate a teacher chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion.

The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article XVII of this Agreement.

Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Board of Directors and the Board of Education the memoranda shall become a part of the Master Agreement for the duration of the Agreement.

ARTICLE XIX - STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 of Act 336, PA 1947, as amended, of the State of Michigan) by teachers are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

ARTICLE XX – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments and understanding between the parties hereto and may be altered, changed, added to, deleted from, or modified only in accordance with the provisions of Article XVIII herein.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board and the Association.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled "AGREEMENT BETWEEN THE GAYLORD BOARD OF EDUCATION – THE GAYLORD EDUCATION ASSOCIATION AND NORTHERN MICHIGAN EDUCATION ASSOCIATION" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and a sufficient number of copies shall be presented to the Association for distribution to all teachers now employed. The Board will provide a copy to all teachers hereafter employed.
- F. The school year shall be completed between August 29 and the second Friday in June (calendar adjustments may be necessary if the district is required by law to make up days as outlined in section two below).

Additional inservice/professional development days in addition to those scheduled outside the school calendar may be scheduled outside the school year or during the school year at the discretion of the Board. The days may be targeted towards a specific group or the entire staff and may be scheduled on Saturdays, vacations, etc. In any case, the involvement of teachers in inservice/professional development days shall be voluntary. Compensation will be at the substitute rate of pay.

ARTICLE XX, SECTION F (CONTINUED)

No more than 184 days will be scheduled for teachers, nor more than 183 for students. Teachers will not be required to report when school is closed by storm or road conditions. There will be a half day of school for students on two parent-teacher conference days.

If required by law, the district may reschedule the minimum number of days necessary to meet the demands of the law up to five (5) days without additional compensation to teachers. Compensation for days beyond the five (5) will be negotiated.

- G. Eight (8) professional days shall be credited each year to the Northern Michigan Education Association to be used at the President's discretion. It is understood that no one individual will be allowed more than four (4) of these days for NMEA business during one (1) school year duration. The GEA President will be released for up to twelve (12) hours per year with notification to the building principal five (5) days in advance except in an emergency. The NMEA will reimburse the Board of Education for the cost of substitutes.

- H. Staff meetings shall be scheduled as follows:

First Monday of each month	Building Administrator
Second Monday of each month	Superintendent
Third Monday of each month	GEA

- I. **Wellness** In light of evidence that indicates that a "Wellness" program in the work place improves health, reduces stress, reduces insurance costs and reduces staff absenteeism, the Gaylord Board of Education agrees to investigate the development of such a program with the Gaylord Education Association.

The Board proposes to work with the Association in developing an "Employee Assistance Program."

Such a program might include stress management workshops, exercise activities, weight lifting, weight loss and control programs, stop smoking programs and medical supervision.

Both parties agree to work with other interested groups in the community.

ARTICLE XXI – SCHOOL IMPROVEMENT OR REFORM PLANS

- A. The parties of this agreement are aware that legislation and State Department rules are presently pending which may make it advisable to adopt a "school improvement plan or process," and/or a "site-based decision making plan" or other such similar plans.
- B. The Board shall notify the Association if the Board is considering formulating or modifying such a plan or process.
- C. Upon notification by the Board to the Association that such a school improvement plan/process (SIP) is to be used or modified, the Board agrees to the following provisions:
 - 1. The Association shall name at least one member to each district level and building level SIP committee.
 - 2. The Association shall receive copies of all minutes and approved actions of each SIP committee.
 - 3. Participation in any SIP is strictly voluntary.
 - 4. Non-participation in an SIP shall not be used in teacher evaluations.
 - 5. SIP committees shall not discuss:
 - a. wages
 - b. fringes benefits
 - c. individual employee performance/evaluation
 - d. contract grievances
 - e. individual employee discipline
- D. A plan which is in conflict with the Master Agreement, Board policy(ies) or past practice shall not be adopted until ratified by both parties.

ARTICLE XXII – SURVEILLANCE

- A. In the event that the district installs cameras or other surveillance devices, the parties will bargain the implementation.
- B. Use of the Phone System – Phone call logs will be used for the purpose of assessing charges for personal calls. It is understood that teachers may make use of the phone system for personal business if needed on an occasional basis. Personal calls should, except in emergencies, be made outside student contact time. The phone logs will not be used in evaluation.

Other electronic surveillance operations will be used to protect the building and student security.

ARTICLE XXIII - LEAST RESTRICTIVE ENVIRONMENT

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an individual educational planning committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.
- B. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The district shall provide release time in the event the district directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.
- C. If any teacher has a reasonable basis to believe that a handicapped student's current individual educational plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
- D. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a handicapped student. Should the teacher(s) disagree, the decision can be appealed to an advisory committee consisting of the special education director, the building principal, the building social worker or counselor, and two (2) additional teachers to be named by the Superintendent with the approval of the Association.

ARTICLE XXIV – MEDICALLY FRAGILE STUDENTS

No bargaining unit member shall be required to provide health services such as tracheotomy, diapering, bloodtest, or similar procedures to medically fragile students except in an emergency situation.

ARTICLE XXV – MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of PA 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.
- B. Mentor Teachers shall be assigned in accordance with the following:
1. The Mentor Teacher shall be members of the bargaining unit, a retired teacher, or designated by the superintendent as provided for in the school code, in that order.
 2. Every effort will be made to match Mentor Teachers and Mentees who have the same building level certifications.
 3. Mentors shall be assigned to only one (1) Mentee Teacher at a time.
 4. The Mentor Teacher assignment shall be for one (1) year. The relationship shall be subject to review at anytime upon the request of either the Board or the Association. The appointment may be renewed in succeeding years.
 5. All Mentor Teacher assignments will be voluntary.
 6. Mentor teachers will participate in training sessions.
- C. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion be a matter included in the evaluation of the Mentor Teacher or Mentee.
- D. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.

Suggested standards for release time will be the configuration of up to four (4) hours per month for the first year, up to four (4) hours every other month in the second year, and up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a Mentee.

ARTICLE XXV – Mentor Teacher
(continued)

- E. Mentor Teachers may assist in planning or recommending inservice for Mentees.
- F. Both parties recognize the importance of assisting new teachers through the mentoring process and are committed to developing an effective mentoring program.
- G. Compensation:

First year	\$300.00
Second year	\$200.00
Third year	\$100.00

ARTICLE XXVI - DURATION OF AGREEMENT

This AGREEMENT shall be effective as of the 31st day of August, 1996, and shall continue in effect until the last day of August, 1997.

NORTHERN MICHIGAN
EDUCATION ASSOCIATION

Signed by:


Chairperson, GEA, NMEA, MEA, NEA

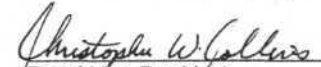

NMEA Director


Chief Negotiator

BOARD OF EDUCATION

Signed by:


Board President


Board Vice President


Board Secretary

GAYLORD COMMUNITY SCHOOLS

APPENDIX A

CALENDAR 1996-97

Pre-School Conference	All Teachers	Monday	Aug. 26
Instruction Begins	All Students	Tue/Early Dismissal	Aug. 27
Labor Day	Vacation	Friday	Aug. 30
Labor Day	Holiday	Monday	Sept. 2
Firearms Opener	Vacation	Friday	Nov. 15
Parent/Teacher Conf.	Early Dismissal	Thursday	Nov. 21
Thanksgiving	Holiday	Thursday	Nov. 28
Thanksgiving	Vacation	Friday	Nov. 29
Winter Vacation	After School	Friday	Dec. 20
School Reopens		Monday	Jan. 6
Tea. Work Day/Exams	Early Dismissal	Friday	Jan. 17
Parent/Teacher Conf.	Early Dismissal-Sec'y*	Thursday	Jan. 30
Mid-Winter Break		Friday	Feb. 21
Mid-Winter Break		Monday	Feb. 24
Parent/Teacher Conf.	Early Dismissal (Elem)	Thursday	Mar. 6
Spring Vacation Begins	After School	Friday	Mar. 21
School Reopens		Tuesday	Apr. 1
Memorial Day	Holiday	Monday	May 26
Instruction Ends	Early Dismissal	Tuesday	June 10

* Date of second P/T conference yet to be determined.

Instruction Days	182
Teacher Work Days	1 (includes 2 PT Conference Half-Days)
Holidays	6
Vacation Days	18
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TOTAL	207

APPENDIX B

SCHEDULE "A" 1996-97

For purpose of clarification, it is understood that any "old" hours count toward earning this salary advancement. However, to qualify, any "new" hours must be obtained within a three year period. For example, if a teacher had earned 26 hours prior to the implementation of the current contract, and then earned four additional hours, that teacher would advance to the BA30 track. Ten additional hours, within a three year limit (beginning no earlier than (8/31/87), would place that teacher on the MA/BA40 track.

For purposes of clarification, advancement beyond the MA/BA40 track can occur only with an earned Masters degree.

Teachers on step six (6) and above on the BA track will not move vertically until they have moved horizontally. Years spent on step six (6) and above on the BA track will not count toward step increase. EXAMPLE: A teacher on step six (6) of the BA track for three (3) years would move vertically and horizontally to step seven (7) of the BA +20 when enough credits have been earned.

STEP	BA	BA+20	BA+30	MA/BA40	MA+15	MA+30	EdS/MA40
1	28,136	28,770	29,055	29,436	30,005	30,601	31,041
2	29,357	30,234	30,519	31,055	31,652	32,220	32,660
3	30,680	31,678	31,964	32,678	33,268	33,833	34,273
4	32,210	33,145	33,426	34,294	34,888	35,456	35,895
5	33,553	34,606	34,888	35,909	36,504	37,072	37,507
6	34,997	36,063	36,353	37,525	38,121	38,689	39,129
7	36,417	37,525	37,807	39,146	39,741	40,311	40,751
8	37,865	38,985	39,270	40,763	41,356	41,926	42,366
9	39,254	40,455	40,853	42,381	42,973	43,545	43,984
10	40,663	41,915	42,198	44,001	44,595	45,163	45,603
11	42,069	43,374	43,671	45,620	46,215	46,809	47,543
12	----	44,850	45,132	47,295	47,905	48,542	48,927

Longevity Percent of base to be applied to appropriate maximum.

15	6%	-----					
20	11%	-----					
25	---	14%	15%	17%	17%	17%	19%
30	---	15%	16%	20%	20%	20%	32%

APPENDIX B (CONTINUED)

SCHEDULE "A" 1996-97

Teachers on step six (6) and above on the BA track will not move vertically until they have moved horizontally. Years spent on step six (6) and above on the BA track will not count toward step increase. EXAMPLE: A teacher on step six (6) of the BA track for three (3) years would move vertically and horizontally to step seven (7) of the BA +20 when enough credits have been earned.

Two Point Five Percent (2.5%) on salary schedule. If the cost of living (COLA) increase for March 96 to March 97 (CPIU - All urban wage earners and clerical workers US, 1967 = 1.00) is greater than 2.5% the salary schedule shall be adjusted and paid retroactively to September to reflect the COLA, not to exceed an additional 1% - adjustment to be made and paid as of the last pay in June. The effect on the salary schedule would be to create a range from 2.5% to 3.5%, inclusive, for the year. Said June payment shall be made in a lump sum.

SCHEDULE "B"

APPENDIX C

Compensation is based on the individual's years of experience in this activity in the Gaylord Community Schools. The following percentages will apply to the appropriate step of the BA track. (The BA track is extended for this purpose, to 11 steps.) Years of experience will not be reduced for individuals hired prior to this Agreement.

THESE ARE NON-TENURED POSITIONS

PERCENTAGES

Head Football, Varsity	11.0 plus \$150 ea. max. 3 wks.
Assistant Football, Varsity	8.0 plus \$150 ea. max. 3 wks.
Head & Asst. Football, Jr. Var.	7.5 plus \$125 ea. max. 3 wks.
Head & Asst. Football, 9th Grade	7.5 plus \$125 ea. max. 3 wks.
Head Basketball, Varsity	11.0 plus \$150 ea. max. 2 wks.
Assistant Basketball, Varsity	8.0 plus \$150 ea. max. 2 wks.
9th Grade Basketball	7.5
7th & 8th Grade Basketball	4.0 6%* min. 10 weeks
Head Baseball	8.0
Assistant Baseball	5.0
HS Track Coach Coordinator	10.0
Assistant Track	5.0
Mdl. Sch. Intramurals (2 pos.)	5.5
Wrestling	10.5
Wrestling - H S Assistant	5.0
Wrestling - M S	3.0
Girls' Volleyball	7.0
Assistant Girls' Volleyball	5.0
Girls' Softball	8.0
Assistant Girls' Softball	5.0
Middle School Track Coordinator	5.0
Middle School Track - Assistant	3.0
Middle School Cross County	3.0
Middle School Volleyball	3.0
Golf	5.0
Tennis	5.0
Cheerleading-High School	3.0 Football/3.0 Basketball Both 7.0
Cheerleading Asst.-High School	2.0 Football/2.0 Basketball Both 5.0
Cheerleading - Head/Asst. Combined	10.0
Cheerleading-Middle School	3.0
Cheerleading Asst.-Middle School	2.0
Band Director-High School	11.0
Band Director-Middle School	6.0
Driver Education	\$15/94-95
Sixth Grade Camp	2.0

SCHEDULE B - CONTINUED

<u>THESE ARE NON-TENURED POSITIONS</u>	<u>PERCENTAGES</u>
Department Chairperson	4.5
Noon Hour Duty	\$10.50 per hour
Debate	6.0
Assistant Debate	3.5
Forensics	4.5
Assistant Forensics	3.5
High School Asst. Ath. Director	7.0
Mdl. School Asst. Ath. Director	2.5
Drama (3 play minimum)	4.0
Yearbook	4.0
Cross Country	7.0 plus \$150 ea. max. 2 wks.
District Media Coordinator	5.0
Soccer	7.0
Ski Coach	7.0
Asst. Ski Coach	3.0
Ski Sponsor - M S	\$ 300
Computer Coor.-HS, MS, Maple, Ohio, Intermediate	\$1,200
Computer Coordinator - Elmira	\$ 600
Vocal Music-HS	3.0
Vocal Music-MS, Inter.	2.0

* 7th and 8th grade basketball is at 4% for 6 games. The higher amount will be paid if an intramural program is in addition to the regular interscholastic schedule.

Non-reimbursable compensatory time can be individually negotiated in place of payment.

Department Heads are the only Schedule B positions that will be posted every year. All other positions including computer coordinator will be continuing positions unless the individual filling the position resigns or is asked not to return.

TEACHER EVALUATION REPORT

Teacher _____ Status: Tenured ___ Probationary ___ 1yr. ___ 2yrs. ___ 3yrs. ___ 4yrs

Building _____ Position _____

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article X of the Master Agreement between the Gaylord Board of Education and the Gaylord Education Association/Northern Michigan Education Association.

The process of evaluation indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION ATTACH A LETTER OF DISSENT, IF SO DESIRED.

S SATISFACTORY
 U UNSATISFACTORY
 NA/NO NOT APPLICABLE/NOT OBSERVED

I. SUBJECT MATTER CONTENT

A. KNOWLEDGE OF TEACHING AREA

1. Exhibits a sound background and understanding of the subject matter required of the position
2. Keeps abreast of current research, theory and practice in his/her field, and implements where appropriate .
3. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.

S U NA

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. METHODOLOGY

1. Stimulates interest in subject area.
2. Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students.
3. Subject content is consistently relevant.
4. Student inputs are encouraged and treated with respect.
5. Varied resources are used appropriately.
6. Learning expectations are clear.
7. Higher level thinking skills are included in lessons when appropriate.

S U NA

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

C. EVALUATION

1. The teacher gives evidence of sharing with students the purpose for each assignment.
2. The capability of the student is taken into consideration.
3. Accurate records are kept.
4. Assignments are reviewed and turned back promptly.
5. "Grading" is based primarily on student achievement of objectives.
6. Lessons are planned that are intended to enable students to reach course/class objectives.

S	U	NA/N
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

1. The teacher organizes classroom routines in an efficient manner.
2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.
3. Most of the teacher's time is devoted to teaching and learning activities.

S	U	NA/N
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—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. CARE OF ROOM AND EQUIPMENT

1. The teacher exerts reasonable care to see that furnishings are kept in good condition.
2. Maintenance needs are promptly reported.
3. Audio-visual and other learning tools are used and stored properly.
4. Students are guided in sharing the responsibility for care of furnishings.

S	U	NA/N
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—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

C. DISCIPLINE

1. The teacher promotes a friendly environment which is conducive to learning.
2. Building and classroom rules and procedures are taught to students.
3. Breaches of discipline are handled according to the district and building policy.
4. Students are dealt with in a fair and consistent manner.

S	U	NA/N
—	—	—
—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

III. RELATIONSHIPS

A. PERSONAL ATTRIBUTES

1. Exhibits a positive attitude.
2. Exercises initiative.
3. Encourages others by his/her attitude toward the position.
4. Seeks out new ideas.
5. Is open-minded.
6. Is willing to give and receive assistance.
7. Implements suggestions in a professional manner.

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OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

B. INTERPERSONAL RELATIONSHIPS

1. Relationships with students, colleagues and parents are honest and forthright.
2. Dignity and rights of people are respected.
3. Shows consistent interest in students' academic and social growth.
4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.

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OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

C. INSTITUTIONAL RELATIONSHIPS

1. Shares freely and constructively any criticism or ideas for improvement of education in the district.
2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.
3. Observes district and building rules, administrative regulations, agreements and policies.
4. Reports and bookkeeping are accurately kept and promptly turned in when requested.
5. Participates with colleagues in grade level and content planning as appropriate.

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OBSERVATIONS LEADING TO JUDGMENT _____

APPENDIX E

The following shall apply to the Kindergarten program:

1. Teachers may work flexible hours on the non-student day each week, but will be guaranteed 150 minutes of uninterrupted planning time on that day.
2. Mileage for home visitations, etc., will be paid as per the Master Agreement.
3. All terms and conditions of the contract including class size shall apply the same as to teachers in traditional programs.
4. No employee shall be reduced in hours and/or compensation as a result of the implementation of the plan.

GAYLORD COMMUNITY SCHOOLS

TRAVEL BETWEEN BUILDINGS

1. USE THE FORM ON THE REVERSE SIDE FOR SUBMITTING A MILEAGE REQUEST BETWEEN BUILDINGS.
2. REQUEST MUST BE MADE AT THE END OF EACH MONTH. REIMBURSED AFTER THE NEXT BOARD MEETING.
3. MUST BE CO-SIGNED WITH YOUR BUILDING ADMINISTRATOR(S).
4. ALLOWABLE RATES:

ELMIRA TO OHIO	12
ELMIRA TO INTERMEDIATE	12
ELMIRA TO MAPLE	12.5
ELMIRA TO HIGH SCHOOL	13
OHIO TO INTERMEDIATE	1.5
OHIO TO MAPLE	2
OHIO TO HIGH SCHOOL	1
MIDDLE TO HIGH SCHOOL	2
MIDDLE TO INTERMEDIATE	.5
INTERMEDIATE TO HIGH SCHOOL	2

