

AGREEMENT

Between

BOARD OF EDUCATION  
GLADSTONE AREA SCHOOLS

and

U.P.E.A/ MICHIGAN EDUCATION ASSOCIATION

July 1, 2011

through

August 25, 2012

- DRAFT -  
OPEN  
OFFICE

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GLADSTONE AREA SCHOOLS AGREEMENT  
with  
U.P.E.A. AND THE MICHIGAN EDUCATION ASSOCIATION

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This Agreement entered into this 1st day of July, 2011, by and between the Gladstone Area Schools, hereinafter called the "Board", and the Upper Peninsula Education Association and the Michigan Education Association, hereinafter called the "Association".

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, the parties have reached certain understandings which they desire to reduce to writing,

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

**SECTION 1 - RECOGNITION**

- 1:1 Exclusive Bargaining Representative: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the unit consisting of all certified teaching personnel, including librarians and guidance counselors, but excluding substitute teachers, the administrative librarian, athletic director, director of guidance, non-certified teaching personnel, superintendent, assistant superintendents, business manager, building principals, assistant principals, community school director, and anyone else excluded by state law. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above-defined.
- 1:2 Negotiation with Association: The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- 1:3 Check-off of Dues: Within thirty (30) days of the beginning of their employment hereunder, individual teachers may sign and deliver to the Board an authorization card permitting deduction of membership dues or service fees equivalent to dues of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted in total or in monthly payments of not less than Ten (\$10.00) Dollars until paid. Accuracy of the membership lists submitted shall be the responsibility of the Association. Such an authorization card shall be prepared by the Association and delivered to the Board. Any and all solicitation in regard to signature of the authorization cards by teachers shall be the sole responsibility of the Association. The board shall honor the terms of such authorization cards if the terms are permitted by state law. The Board shall be under no obligation whatsoever to deduct membership dues or any service fees lawfully charged by the Association unless it has a signed authorization card permitting such deduction. The Association agrees to indemnify the Board for any damages or liability incurred by the Board, including costs of litigation and attorneys' fees, for any deduction made by the Board, in good faith, based upon a signed authorization card.

The Board shall have no duty to deduct any dues or service fees lawfully charged, nor shall it be responsible for any dues or service fees lawfully charged, allegedly owing, from and after the time at which an individual is promoted to a supervisory position, retires, dies, or instructs the

Board that he or she no longer desires such dues or service fees deducted. Dues shall be prorated to the date when one of the conditions set forth above occurs.

1:4 Payment of Dues: All teachers as a condition of employment shall either join the Association (NEA/MEA/UPEA) as agreed upon in 1:3, or cause to be paid to the Association (NEA/MEA/UPEA) a representation fee lawfully charged as agreed upon by the Association. In the event the representation fee shall not be paid by the date set by the Association, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher that he is not abiding by the terms of the Master Contract. In the event 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 17.2777(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 under the procedure below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for involuntary deduction may be filed with the Board in the event compliance is not effectuated.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 1, above.
3. The District, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.

If the Board, acting pursuant to a request of the Association, involuntarily deducts fees from the teacher for failure to comply with the provisions of 1:4 (payment of dues or service fees lawfully charged), the Association agrees to indemnify and hold harmless the Board from any and all damages and judgments which may result from such action. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorneys' fees. The Association will defend such action at its own expense with its own competent counsel.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "objection to political ideological expenditures-administrative procedures." That policy applies only to non-association bargaining unit members. The Administrative or judicial review thereof may be availed of and may be by such objecting bargaining unit member concerning the application and interpretation of this fee and shall be subject to the grievance procedure set forth in this Agreement.

1:5 School Calendar: The calendar will be determined by the Board of Education and the GEA Professional Negotiation Team. A representative from the GEA Professional Negotiation Team and the Board shall attend the ISD common calendar meeting. The calendar will include the minimum hours required by the State. Contractual days shall be used for the following purposes:

- A. The first contractual day will result from one-half day (3 hours) of uninterrupted room preparation on the morning of the first day of school.
- B. The second and third contractual days will result from one full grading/record day at the end of each semester.

- C. The fourth contractual day will result from one (1) extended teacher day for the purpose of parent/teacher conferences (students in a.m.; parent/teacher conferences 2-7 p.m.).
- D. For the purpose of planning, a District In-service Committee will be appointed by the Association consisting of two (2) elementary teachers (one from each building); one (1) middle school teacher; two (2) high school teachers; one (1) special education teacher; one (1) Title1 teacher; to work with the Superintendent of Schools. The number of in-service days will be determined by the Board of Education and the GEA Professional Negotiation Team.
- E. The parties agree that all pupils shall receive the number of instructional days/hours to allow the District to qualify for full state aid.

1:6 Act of God Days: The parties recognize the current state law allows for up to thirty (30) paid Act of God hours which do not have to be made up. Therefore, the parties mutually agree if additional Act of God hours occur beyond those allowed by state law and it is necessary to make them up so as to receive full state aid payments, the teachers will report on those necessary number of make-up hours without any additional compensation whatsoever. The make-up hours will be applied consecutively to the end of the agreed-upon calendar but shall exclude Saturdays, Sundays, and holidays. Teachers shall not be required to report on Act of God hours and shall not suffer loss of pay on those hours.

In no event, however, shall the teachers receive any pay or compensation whatsoever for the make-up hours worked at the end of the agreed upon calendar.

For a teacher who is attending summer school for the purpose of maintaining certification or meeting advance degree time limits and because of the make-up snow hours, that teacher(s) shall be allowed to utilize any and all of the following days so as to be able to attend summer school:

- (A) Emergency leave days, per 10.10 (E);
- (B) Personal business days, per 10.9 and
- (C) Meeting attendance days, per 11.1.

(The above order is the order of selection)

The teacher will be retroactively charged for the use of the above days, i.e., the teacher will receive pay for the Act of God hours, therefore he/she will be charged the corresponding number of leave days which were used.

## **SECTION 2 - TEACHER RIGHTS**

2:1 Financial Information: In addition to Act 379 of the Public Acts of 1965, the Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and the students, together with information which may be necessary for the Association to process any grievance or complaint consistent with the Freedom of Information Act.

2:2 Formulation of Programs: The Board recognizes that the members of the teaching profession are qualified to assist in formulating programs designed to improve educational standards.

The Board will assure that curriculum committees, with teacher representation appointed by the Administration after consultation with the Association, will be formed at the various educational levels of the total school program. Through these committees, as designated by the Board or its representatives, teachers will be afforded the opportunity to have input regarding the curriculum and program structure. The right to make the final determination as to curriculum and program will be solely that of the Board, as so provided herein and in the remainder of this Agreement.

- 2:3 Credit for Previous Experience: The Board shall allow up to six (6) years of previous full-time teaching experience when employing new teachers. Such provision shall specifically include any teacher who has received a vocational certification, if such individual is being hired as a vocational teacher. Where two (2) full years of job experience are required to obtain a vocational certification and a vocational certificate is a requirement for employment in a given job, two (2) years of credit will be awarded on the salary schedule.

### **SECTION 3 - MANAGEMENT RIGHTS CLAUSE**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, 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:

- A. To the exclusive management and control of the school system, its property, facilities, operations, and affairs;
- B. To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct, all employees.
- C. 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.
- D. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To make and change rules and regulations not inconsistent with the terms hereof.
- F. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- G. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs, as opposed to Association matters.
- I. To determine the size of management organization, its functions, authority, amount of supervision and table of organizations. The exercise of the foregoing powers, rights, authorities,



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 are in conformance with the Constitution and laws of the United States and the State of Michigan.

#### SECTION 4 - PROFESSIONAL COMPENSATION

4:1 Salaries of Teachers: The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. It is expressly set forth herein that after achieving a Master's degree; the equivalent number of SB-CEU's that equal the necessary credits may apply toward a MA+15 or MA+30/2MA. With the implementation of a new index for 2011-2012 all teachers shall be held harmless (their salaries will not be less than that of 2010-2011.)

4:2 Schedule B: The salary schedule is based upon a normal weekly teaching load during normal teaching hours. It is mutually recognized by the parties that the principle of forty (40) hours normal work week cannot be interpreted literally. For substantial extra work the teacher shall be entitled to appropriate additional professional compensation only as provided for in Schedule B.

Any Schedule B appointments which do not have adequate student interest at the time the activity is scheduled will be terminated at this time with no compensation received by the person assigned. Determination of adequate interest shall be determined by the Board or its representative.

4:3 Starting and Ending Dates: Teachers shall not be required to report more than two (2) working days prior to the beginning of classes or to remain more than two (2) days after classes end. Newly hired teachers shall attend an orientation day within one week prior to the first student day as determined by their building Principal.

4:4 Holidays: The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Friday before Labor Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday. Legal holidays listed above falling on a weekend for which another day of the week is designated as a legal holiday shall be considered days when school will not be in session.

4:5 Release Time: If a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, he shall be released from regular duties without loss of salary, provided there will be no negotiations during the school day without the consent of the Superintendent.

4:6 Insurance: The Board agrees to furnish to all teachers the following insurance protection:

A. The Board will provide to all teachers either MESSA PAK Plan A or MESSA PAK Plan B, as defined below, for a full twelve (12) month period commencing on September 1st. The Board will furnish MESSA PAK Plan B to all employees who do not select MESSA PAK Plan A which consists of MESSA's Choices II PPO Health Insurance plan

B. MESSA PAK PLAN A:

MESSA's Choices II PPO Health Insurance plan 10/20 Rx Card  
Delta Dental Plan 80/80/80 Class I, II, III (1,000 Annual Max)  
80 Class IV (1,300 Lifetime Max)  
Vision VSP3 Gold

Negotiated Life \$45,000 with AD & D  
\$200/\$400 deductible and a \$10 office visits  
(The board will reimburse \$100 single/ \$200 2-person or family through a cafeteria plan.)

MESSA PAK PLAN B:

Delta Dental Plan	80/80/80	Class I, II, III (1,000 Annual Max)
	80	Class IV (1,300 Lifetime Max)
Vision	VSP3 Plus Platinum	
Negotiated Life	\$50,000 with AD & D	
.50¢ Rx Card		

(A co-pay of 20% will be paid by the employee for 2011-2012.)

(Full-time employees who select Plan B will also receive \$100 cash monthly which may be used toward the purchase of a tax sheltered annuity or other options pursuant to the Section 125 Cafeteria Plan of the Board.)

- C. Options available for full-time employees selecting Plan B are as follows:
1. Group Basic Term Life Insurance
  2. Group Short Term Disability Income Insurance with Life Insurance (1)
  3. Hospital Confinement Indemnity Insurance
  4. Group Long Term Disability Income Insurance with Life Insurance (1)
  5. Group Supplemental Term Life Insurance with Life Insurance (1)
  6. Group Survivor Income Insurance with Life Insurance (1)
  7. Group Dependent Life Insurance with Life Insurance (1)
  8. Annuity
- D. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the employee's MESSA group Insurance policies, and any claim by any employee shall not be the basis of a grievance or subject to arbitration. The Board, by payment of any premium payments required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this Agreement. The failure of an insurance company to provide any of the benefits, which it has contracted for, for any reason, shall not result in any liability to the Board.
- E. If an employee dies prior to August 31 of any given year, and the insurance policy in effect permits continued coverage, the Board will provide insurance for the remaining survivor or survivors. Such premium payments shall be the lowest possible to continue to afford the coverage through the following August 31.
- F. Employer paid insurance premiums shall not be used to provide coverage for services which are prohibited by the State Aid Act or other statutes.
- G. For the 2011-12 School year. For every bargaining unit member who moves from PAK A to PAK B (2 person or full family), there will be a corresponding .19% off schedule payment. For every employee who moves from PAK A to PAK B (Single Subscriber) the members will receive a corresponding .10% off schedule payment. Nine members must enroll for this clause to take effect.
- H. If 10 members or more enroll in PAK B, the Cash in Lieu will double for PAK B. Increases in payments and annuities made due to PAK status changes will be based on census numbers at the end of the enrollment period at which time the administration will inform the GEA what the increase (or lack of increase) will be.
- J. The 20% co-pay in total insurance premiums will remain in effect until the expiration of

this contract at which time any mandated Michigan law specifying employee insurance contribution will take effect. In the event that required employee contributions are non-existent, removed or reduced below 20%, the 20% co-pay of insurance premiums shall remain in effect until a successor agreement is negotiated.

- K. The Association agrees that upon expiration of the collective bargaining agreement on August 25, 2012, if no successor agreement has been reached, the district will revert to paying the amount toward health insurance before the July 1st MESSA rate renewal. This Section will expire upon the repeal of PA 54 of 2011.

The Board will make information supplied to it by the Association or representatives of the insurance carriers reasonably available.

- 4:7 Pay Options: The teachers may accept either one of the two (2) following pay options which shall be binding for the entire school year: (1) 20 equal pays per school year, (Sept - June); or (2) 26 equal pays (Sept - August) per school year.

4:8 Reimbursement of Credit Hours:

- A. Establishment of Fund: The Board shall establish a fund for tuition reimbursement in an amount equal to two percent (2%) of the District's audited fund balance and shall reimburse a maximum of \$100 per course hour during the term of this Agreement.

If all requests for reimbursements do not exceed the sum indicated above, then and only then shall all teachers submitting reimbursement requests receive the actual cost of tuition. The difference between the fund maximum set by the Board and the total of all requests made and validated will be divided by the total number of semester hours for which the \$100 per hour maximum was insufficient to cover the actual tuition paid. That amount will be paid, in addition to the per course maximum, until the fund is depleted or until all actual costs have been reimbursed. In no case, will requests be reimbursed in excess of actual tuition paid.

If, however, the sum total of reimbursement requests exceed the sum indicated above, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sum.

This maximum fund amount shall be available annually to reimburse tuition for graduate-level course work completed each year during the term of this Agreement. Actual payment of the reimbursement shall not occur, however, until after September 30 of the following school year in accordance with the procedure set forth below.

If undergraduate courses are specifically required by the administration or by the college or university for admission into or completion of an advanced degree program, or for maintaining a Michigan teaching license, they will be included in the pool.

- B. Eligibility: All full-time employees are eligible to participate in the Tuition Reimbursement Plan. Such employees shall be entitled to reimbursement for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

1. The graduate-level course was approved by the Superintendent within two (2) weeks of enrollment in the course.
2. The employee attained a grade of "C" or better in the course (or a grade of "passing" in the event no letter grades were assigned).
3. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
4. The employee requested reimbursement in accordance with the

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procedures set forth below.

No teacher shall receive reimbursement for the completion of greater than sixteen (16) hours of course work during any given school year.

C. Reimbursement Procedure:

Teachers requesting reimbursement must submit suitable evidence of successful course completion for the same before September 30 of the school year following completion of the graduate course work. Failure to submit the request for reimbursement by September 30 will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement, the teacher must return as a regular employee of the School District the September following completion of their course work. Failure to submit official transcripts by December 31 of each year shall result, without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board.

4:9 Professional Development Days:

Teachers in attendance at professional development days outside of the school day, with superintendent's prior approval, shall be paid at the rate of \$90/day or \$45/3 hours.

4:10 Travel Between Buildings:

Teachers shall be reimbursed at the current IRS rate for miles incurred while traveling between buildings if their teaching assignment requires them to do so during the course of the school day.

### **SECTION 5 - TEACHING HOURS**

The teachers' normal teaching hours in the Gladstone Area Schools shall run on a schedule adopted by the Board. All teachers shall be in their respective classrooms, ready to teach, at the beginning of the scheduled day.

The Board recognizes the principle of a standard workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of any school building, except as in 4:2 above of this contract. The Board and the Association recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, grading of homework or exams, and other such necessary educational functions.

All teachers acknowledge that they have responsibility for total student contact, including teaching, supervision, control, assistance, and so forth, during all hours when they are required to be on school premises or required to attend school functions. This language will not deprive teachers of any contractual duty-free lunchtime.

Meetings held other than during the regular school day will be limited to no more than sixty (60) minutes per month unless a given meeting is extended by mutual consent of each individual member. Additionally, all meetings will be held immediately preceding the start of school or immediately following the end of the teacher's individual assignment.

### **SECTION 6 - TEACHING LOADS AND ASSIGNMENTS**

6:1 Normal Teaching Load: With a six (6) period day and a "zero" hour, the standardized work week in the senior high school will be 25 teaching periods and five (5) unassigned preparation periods, for a maximum day length of 397 minutes, which includes a 30 minute duty free lunch. Each class shall consist of fifty-seven (57) minutes except for the "zero" hour which shall be fifty (50) minutes in length. All teaching assignments shall be consecutive.

Part-time assignments at all levels whose preparation period is scheduled at the beginning or end of the assignment will be paid on a pro-rated basis. ie. 1/6, 2/6, 3/6 of 57 minutes. If a preparation period is scheduled between beginning and end of assignment, it shall be paid as a full period. ie. 2nd hour, 3rd hour, prep, 4th hour assignment.

The standardized workday at the middle school will consist of 397 minutes, including a duty free lunch of not less than 30 minutes. The standardized workweek in the middle school will consist of 25 teaching periods, and five unassigned preparation periods. Each class shall consist of fifty-four (54) or fifty-three (53) minutes. Twenty minutes will be added to a period to be used for homeroom.

Teachers in the high school and middle school will have their assignments, including preparation time, consecutive.

The standardized workday at the elementary level will consist of 402 minutes, including a duty free lunch period of not less than 30 minutes. Elementary teachers shall be provided a minimum of 285 minutes of prep time per week (a minimum of thirty (30) consecutive minutes daily, not to include scheduled recess minutes). The length of the itinerant schedules will remain constant at the elementary level.

Should any changes be necessitated in any schedule, the Board will negotiate with the Professional Negotiation Team on any such change deemed necessary by the Board.

6:2 Assignment of Teachers: Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, as determined by the Administration, outside the scope of their teaching certificates or their major or minor field of study.

6:3 Notification of Assignments: Teachers will be notified of their tentative teaching assignments before the end of the school year by their principals, unless they are involved or are likely to be involved in any matters covered by Section 8 and 9 of this Agreement. Subsequently, teachers will be notified at their summer address by August 1, only if there has been a change in their tentative schedule. Upon receipt of either notification, teachers shall have the right to consult with their principal concerning the assignments. No changes shall be made after that date during the duration of the school year without reasonably prompt notification to the teacher involved. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher suggests such change.

## **SECTION 7 - TEACHING CONDITIONS**

7:1 Pupil-Teacher Ratio: Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that whenever feasible under the circumstances (availability of facilities and financial resources), the maximum number of pupils per teacher shall be as follows:

- |    |                          |           |
|----|--------------------------|-----------|
| A. | Kindergarten             | 32 pupils |
| B. | Elementary school grades | 32 pupils |
| C. | Secondary Schools        |           |

English	30 pupils
Social Studies	32 pupils
General Education	32 pupils
Mathematics	32 pupils
Science	limited to # of stations
Language	limited to # of stations
Business	32 pupils
Keyboarding/Computers	limited to # of stations
Industrial Arts	30 pupils
Drafting	limited to # of stations
Music Class (Music Appreciation, etc)	35 pupils
Art	30 pupils
Health Classes	35 pupils

- D. The parties also agree that the Administration will take all possible steps to rectify any class load situation, which would cause one or several teachers to have a disproportionately heavy workload and to balance inclusion students, to the extent possible.
- E. Where upon any kindergarten through grade three classroom size contains more than twenty-five (25) students, an automatic review shall begin. The building principal shall be responsible for the notification of the situation with affected teacher. If an aide is not assigned at this point by the administration then, within ten (10) working days a review committee (consisting of two non-affected elementary teachers, two board members and the building principal) shall study the situation and render a decision deciding the need for the assistance of a classroom aide for whatever class or classes of the school day deemed necessary.

If a non-favorable decision is rendered, the affected teacher shall have the opportunity to appeal said decision to the curriculum committee of the school board. Any recommendation by the curriculum committee of the school board or a decision by the school board of the automatic review policy stated above shall not be grievable.

7:2 Educational Supplies: The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, and supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint decisions as promptly as possible. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

7:3 Lunch Period: Each teacher shall have a duty free lunch of a minimum of thirty (30) consecutive minutes during the times normally designated for lunch. Mutually agreeable exceptions may be arranged between an individual teacher and the Administration. The Association shall be notified prior to the opening of school of any such exceptions.

7:4 Duplication of Materials: A copy machine will be made readily available for teacher use.

## **SECTION 8 - VACANCIES AND PROMOTIONS**

The Board declares its support of a policy of promoting and of filling vacancies and new positions from within its own teaching staff, including promotions to supervisory levels. Such promotions shall be at the discretion of the Board. The Board will publish a list of all teaching, administrative, and supervisory positions and qualifications for these positions and provide a copy to the Association. Any teacher who shall meet the qualifications at the time the job begins may apply.

The certified and qualified teacher who is most senior shall be granted the position. For purposes of this section, "qualified" shall mean:

- A. Grades 9-12: A major or minor in the subject area.
- B. Grades 7-8: A major, minor, or having teaching experience in the subject area, or certified all subjects 7-8.
- C. Grades K-6: Certified means qualified except for elementary positions with specialized emphasis based in the areas of music, physical education, or art.

The Association agrees teachers will be certified and qualified in compliance with state and federal law.

It is understood that this provision is also applicable to 6:2, 9:2, and 9:4.

#### Exception Rule

The parties anticipate that vacancies will be filled as set forth above. However, in an unusual case, in filling such vacancy, the Board may consider only the following combination of factors: Length of service, certification, North Central requirements, past performance as revealed primarily through evaluations, and professional background. In such case only, an applicant with less length of service shall not be awarded such position unless his or her qualifications therefore, as measured in this paragraph, shall be demonstrably superior to applicants with greater service. If a teacher is not satisfied with the explanation provided in 8:4 below, he or she may file a grievance if the position was awarded to someone with less length of service. This grievance shall be filed at the Board of Education level and if not resolved, shall be submitted to arbitration on an accelerated basis.

- 8.1 Definition of Vacancy: When a vacancy occurs only due to death, resignation, retirement, newly created positions, or termination, the position shall be posted in accordance with this section. When the vacant position is filled by a current staff applicant, the resulting vacant position of the applicant shall be posted in accordance with this section. However, the posting shall not be required to be for the same courses as were taught by the applicant filling the prior vacancy, in coordination with 8:5 below in grades 7-12. The definition of a "newly created position" shall be a position that did not exist during the previous contractual year in coordination with 8:5 below.

All special education teachers hired after September 1, 1989, will stay in a specific special education position, if assigned by the Board, for a period equivalent to four years or their probationary period, unless at some point in time they no longer can maintain certification for that specific special education position. If after four (4) years a teacher leaves and then later returns to the special education department, he will not be required to stay in the special education department for an additional four (4) years.

- 8.2 Manner of Dealing with Layoffs: Vacancies shall first be filled by members of the existing faculty who will be certified and qualified before being posted for teachers on layoff.
- 8.3 Publishing of Vacancies: No vacancies shall be filled except in the case of emergency on a temporary basis, until such vacancy shall have been published for at least seven (7) days. To count as the first day of posting, the available position must be posted prior to 11 a. m. In the event a vacancy becomes available during the present school year due to the creation of new positions, termination, death, retirement or health, said position will be posted and filled prior to the beginning of the next semester.
- 8.4 Discussion of Reasons: Any teacher who applies for a vacancy and does not get it, may discuss the reasons for the Board's action with his or her principal and/or the Superintendent.

8.5 Nature of Assignments: When assignments are being formulated, the Board shall make all assignments based on seniority before less than full assignments are made. It is understood between the parties that the most senior teachers assignments will be formulated as full assignments. Whenever an assignment is changed by sixty (60%) percent, (i.e. three of five classes), the resulting assignment shall be posted and filled by current staff members who apply.

8.6 Bumping Procedure:

If a position or positions are eliminated within the school district, (ex. due to lack of enrollment), the following procedure will be followed with the process to have begun by April 15th of the present year.

1. Any newly created or vacated position will be posted in accordance with Section 8 of this contract and filled.
2. If number one (1) above fails to alleviate the problem, then bumping will begin with the most senior member initiating the process until which time the process is completed.

Procedure: The bumping procedure will be held in a mass bid session. A letter will be sent to all employees that may be affected by the above conditions. The date, day, time and place for the bumping procedure to take place will be defined. In the event that the employee cannot attend the procedure, a letter, telephone call, or a fax indicating their choice of position with a second and third choice listed will be delivered to the Education Association Representative who will act as the employee's designee for the absent employee.

## **SECTION 9 – TRANSFERS**

9:1 List of Positions: In the event that transfers of teachers appear to be necessary, a list of available positions within the school system or departments thereof, which are to be filled, shall be made available to the Association in the same manner as in Section 8.

9:2 Certification Changes: When a teacher is not certified for a position for which they have been assigned, said teacher will not be reduced in hours or laid-off provided the position or positions exist for which the teacher is certified and qualified that are assigned to teachers with less seniority. In this situation, the more senior teacher shall be assigned a position held by the least senior teacher for which the more senior teacher is certified and qualified. When this provision requires a reduction in hours or a reduction in staff, the provisions of 9:4 shall be implemented.

9:3 Return to Unit of Supervisor: Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to return to the same step on the salary schedule which he or she had attained at the time of promotion, including time in supervisory positions and any time from other systems granted at the time of employment, if there is a teaching vacancy for which he or she is qualified. (However, for purposes of "length of service" and any use thereof under this Agreement, such individual shall be entitled to credit only for actual days paid for by the Gladstone Schools as a teacher, and not as an administrator, not to include days spent as a substitute teacher.) It is expressly understood by both parties that a supervisor shall not replace a presently employed teacher in the school system.

9:4 General Layoff:

In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:

- A. Specially certified teachers in the specific positions being reduced or eliminated will be



laid off first, provided there are fully-qualified, fully-certificated teachers to replace and perform all the duties of the laid-off teachers.

B. 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-certificated teachers to replace and perform all of the duties of the laid-off teachers.

C. 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: Length of service, certification, qualifications, past performance as revealed primarily through evaluations, background and attainments, experience, ability, and attendance. All the above factors will be weighed equally. If the application of all factors above results in equality, length of service shall be the determining factor.

9:5 Recall: In the event of a layoff, the Board will institute a recall procedure which, when implemented, will ensure teachers that they will be recalled in a reverse order of layoff, provided that the certification requirements are maintained.

9:6 Notice to Association: 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.

9:7 Reasons for Laying-Off Given Teacher: In the event the Association questions the wisdom of the employer as to specific teachers (a) being laid off or not being laid off, or (b) filling vacant teaching positions (as set forth above) or not filling such position, the employer will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information must be reasonable, timely, and intended in good faith.

9:8 Right to Grieve: If the employer fails or refuses to comply with 9:6 or 9:7 above, or if the reasons assigned clearly demonstrate that the employer acted arbitrarily or capriciously, the Association has the right to utilize the grievance and arbitration procedure to seek relief.

9:9 Priority of this Section: The individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is intended that this section takes precedent over and governs the individual contract and the individual contract is expressly conditioned upon this section.

9:10 Written Notice: Except in the event of an emergency, which shall include unanticipated loss of students, all teachers to be laid off shall be given notice by May 15th in writing.

## **SECTION 10 - LEAVE PAY**

10:1 Sick Leave: All teachers shall be granted twelve (12) days sick leave per year. At the end of any given year, days above the bank of 160 will be reimbursed to the employee at the substitute teacher's daily rate of pay.

Payment of those days shall be made prior to June 30 of that school year.

10:2 Notification of Accumulation: Teachers will be notified with the issuance of the first pay check of the school year as to the number of sick leave days they have accumulated, including the twelve (12) for that school year, to date.

10:3 Sick Leave Pool: There is hereby established a sick leave pool which shall be administered as follows:

- A. The Association shall establish and administer the said sick leave bank for the benefit of the teachers.
- B. Each teacher shall initially be entitled to donate one sick day to the bank. Donations will be on a purely voluntary basis. The said one sick day donated will be deducted from each participating teacher's total sick days.
- C. Any teacher who has used up all of his sick leave, and has volunteered to participate in the pool, will be entitled to use any number of sick days allotted to him by the Association, except that the number of days allotted shall not exceed the total number of days in the pool.
- D. The pool would be limited to a number of days equal to the number of teachers in the school system within the given school year.
- E. When any teacher is making use of the days allotted to him by the Association from the pool, he will receive his regular teaching salary, and the Board will pay the substitute's salary up to the time when the total number of days allotted to the teacher by the Association from the pool has expired.
- F. If the total number of days is not used in a given school year, the total number of days not used shall be carried forward to the next school year. At such time, teachers can again voluntarily contribute one sick leave day to bring the total number of days in the pool up to maximum allowed (which is defined above to be a number equal to the number of teachers in the system within the school year).
- G. The Board shall in no way be responsible for the allocation of days from the pool to teachers or for naming or indicating the teachers who should donate days to the sick leave pool. Such matters shall be the sole and separate responsibility of the Association. No grievance shall be filed by the Association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board in this paragraph.  
The Association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board in this paragraph.

10:4 Early Retirement Incentive (ERI):

Retirement as used in this clause shall mean severance of active employment with the Gladstone Area Schools and verification to the Board of an application from the teacher to the Michigan Public Schools Employee's Retirement System (MPERS) for retirement benefits of such system.

For the 2010-2011 school year, a teacher who is qualified for his/her full pension, regardless of age, will also be eligible to receive seven hundred- fifty (\$750.00) dollars per month from the Board for a period of six (6) years, for a total benefit of fifty-four thousand (\$54,000.00). The first payment shall be made on the first (1st) pay period in September and subsequent payments shall be made on the first pay period on each consecutive month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days.

The portion of the Early Retirement Compensation that the teacher earns will be based on the number of sick days held on the day of retirement. Teachers retiring with one hundred-five (105) sick days will receive the full incentive. Teachers retiring with more than one hundred-five (105) sick days will see their benefit increase by a factor of five hundred (\$500.00) dollars for each additional sick day accumulated, up to a maximum of one hundred thirty-five (135) days, resulting in a total benefit of sixty-nine thousand (\$69,000.00) dollars.

Teachers retiring with less than one hundred-five (105) sick days will see their benefit decrease

by a factor of five hundred (\$500.00) dollars, down to a minimum of forty-two (42) days resulting in a total benefit of twenty-one thousand (\$21,000.00) dollars.

After initial ERI notice period for 2008 through 2010, the requirement to give notice shall remain as January of each school year thereafter. If in subsequent contractual years, a teacher decides not to retire at the end of the first year of the teacher's full MPSERS eligibility, the teacher shall waive this benefit incentive.

In the event of the death of an employee who has submitted a letter of intent to retire, benefits will be paid to the retiree's spouse, if any, dependent, as defined by the IRS, if any or beneficiary if any, for the same amount of time as if the teacher had lived through the applicable payment period.

- 10:5 Re-Employment Deduction: If, after receiving a payment under provisions given in 10:4 above, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he is entitled.
- 10:6 Physical Examination: Upon the recommendation of the Superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
- 10:7 Examination by Board's Doctor: In the event of absence of a teacher for illness, the Board may require an examination of the teacher by a medical doctor. The choice of the medical doctor in the first instance will be the right of the teacher, and such examination shall be at the Board's expense. At its own discretion, the Board may subsequently require a medical examination by a doctor of its own choosing, with such examination to be at the Board's expense.
- 10:8 Workers' Compensation Supplement: Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation law, shall receive from the Board the difference between the allowance under the Workers' Compensation law and his regular salary for the duration of the illness not to exceed the salary entitled for the remainder of the present school year with no subtraction of sick leave.
- 10:9 Reporting Inability to Work: Teachers not reporting for work shall report their absence in the following manner:
- PESGT (AESOP)
- A. Teachers will be informed of the administrative telephone number/answering service which will be active and available during the hours of 6 o'clock p.m. and 6 o'clock a.m.
  - B. The teacher will be required to identify themselves as follows:
    - 1. Full name
    - 2. Employment location
    - 3. Grade level or assignment
    - 4. Reason for absence (Sick or Emergency Personal Day)
    - 5. Date of absence
  - C. In the event that there would be a time that the teacher could not contact the employer between the above stated times, it will be necessary to report the absence at least one hour before they are due at work.
- 10:10 Additional Uses of Sick Leave: In addition to personal illness or injury, sick leave may be utilized for the following purposes: (For purposes of this section, immediate family shall be considered to include father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father, and relatives living with the teacher.)

- A. One (1) day when emergency illness, injury, or emergency medical concerns in the immediate family requires a teacher to make arrangements for necessary medical and nursing care.
- B. A maximum of five (5) days per school year for a critical illness in the immediate family. Further critical illness leave may be granted at the discretion of the Superintendent.
- C. A maximum of five (5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
- D. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
- E. A maximum of three (3) days per school year may be used for the following emergency situations.
  - 1. Emergency, catastrophe, fire, accident, funeral (Example: Inclement weather day).
  - 2. Required court appearance involving no moral turpitude on the part of the employee.

The additional use of sick leave as provided immediately below may be applied only after the personal business days have been exhausted and in the following circumstance.

- 3. Marriage or graduation of a member of the immediate family and of the employee.
- F. Because an employee wishes to reside outside the school district or leave the area on a visit does not eliminate that person's responsibility to his or her contractual obligation. Section 11(3) is intended to cover such situations.

10:11 Personal Business Days: Three (3) days per school year will be credited for personal business days, with an accumulation to a maximum of five (5) days.

Notification for a personal leave will be made twenty-four (24) hours prior to taking such leave (except in the case of emergencies). These days shall not be deducted from accumulated sick leave, and may be used, if credited in increments of one to five.

Teachers cannot take personal business days on in-service days, or on records day, or on parent-teacher conference days, except for an emergency or as otherwise provided in the contract.

A maximum of twelve (12) teachers shall be allowed to utilize personal business days prior to or following holiday periods (i.e. Christmas break, Thanksgiving break, Easter break, and spring break). The allocation will be on the basis of two (2) people in each of the District's buildings, except it shall be four (4) people at the high school and three (3) people at the middle school. For purposes of assignment for this allocation, the count shall be based on where the teacher is in the first hour of the day (i.e. elementary music teachers at Cameron first hour, he/she will be listed in that building's allocation). If substitutes cannot be obtained, the personal leave days may be denied in the last four (4) weeks of the school year.

In the event more than two (2) people apply, (three (3) at the middle school or four (4) at the high school), the most senior shall receive the time off on a rotation basis. If a substitute can be obtained for your assignment, more teachers shall be allowed to take leave days. The

Association will maintain necessary records of the use of personal business days prior to and following holiday breaks.

10:12 Reimbursement for Unused Personal Days: A teacher shall be reimbursed at the end of the school year for any unused personal days elected for reimbursement by the teacher at the rate of substitute teacher's daily rate of pay up to the maximum accumulation. The teacher will have the following options:

1. Carry two days over and be paid for the remainder of the days, if any, at the substitute teacher's daily rate of pay.
2. Turn any of the remaining personal days into sick days.
3. Be reimbursed at the substitute teacher's daily rate of pay for any accumulated personal days.
4. Teachers who will be at step 18 may sell back up to two (2) personal days at their per diem rate. Teachers must notify the district by June 1st of the preceding school year of their intent to sell back.

### **SECTION 11 - LEAVES OF ABSENCE**

11:1 Temporary Leaves of Absence: Leaves of absence with pay not chargeable against the teacher's sick leave will be granted as follows:

- A. Teachers may be granted up to a maximum from one (1) to three (3) days per year for the purposes of attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.

Teachers working in more than one subject matter area or related assignment will be responsible to establish their own priority within the three-day limit for conferences. All requests for these leaves shall be submitted in writing through the teacher's building principal or supervisor. The Board agrees to pay the cost of substitute teacher for such leave of absence. Additional compensation may be provided for housing, meals, reservations, travel expense, within the limits of available finances.

Teachers may be requested upon return from meetings or conferences to submit a written report on materials covered and may further be requested to share at staff meetings these materials with their colleagues. The Board may also request a report.

- B. 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.
- C. Leaves approved by the Administration but not covered in accordance with the provisions of Section 10 and 11 will be subject to the following: The Board has agreed to pay any teacher involved with this section one-half the difference between his/her per day salary and the amount paid a substitute teacher.
- D. A teacher shall be released from regular duties, if properly delegated and with administrative permission, for the purpose of participating in district, regional, or state meetings of the Michigan Education Association and/or National Educational Association workshops, conferences, and other activities. The Association shall reimburse the employer the cost of the substitute and the employee's retirement.
- E. Teachers will notify their principal immediately upon discovery that leave is required.

Leaves of absences will be applied for in writing, except in cases of emergency.

- F. A maximum of three (3) days will be allowed for any teacher who is required by the selective service to appear for either a pre-induction or induction physical examination. In the event a teacher is inducted into the armed forces, his employment will be considered to be terminated on the last day he taught, thus making null and void his rights under this clause.
- G. In the event a teacher is called for jury service, he will be released from regular duties without deduction of sick leave or pay, provided that any and all pay or expense money, not including mileage, received for jury service is reimbursed to the School District.

11:2 Extended Leaves of Absence: All requests for extended leaves will be applied for and granted in writing. The teacher must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency, and must notify the Board of his intention to return from such leave at least sixty (60) days prior to return. Leaves of absence without pay shall be granted for the following reasons:

- A. The Board agrees that up to two (2) tenured teachers designated by the Association will, upon request, be granted a leave of absence for not less than one (1) semester nor more than one (1) school year without pay or increment for the purpose of engaging in Association (local, state or national) activities. The Association will arrange for a substitute suitable and acceptable to the Board, upon the request of the Board.
- B. A leave of absence without pay of up to two (2) years will, upon approval of the Superintendent, be granted to any teacher who serves as an exchange teacher and is a full-time participant in such a program. Upon return from leave, a teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on a salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years. Military leave will be in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") as currently in effect or as hereafter amended.
- D. Any teacher whose personal illness extends beyond the period compensated under Section 10 shall be granted a leave of absence without pay, but not to exceed four (4) years, for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- E. An employee may be entitled to a leave of absence without pay on the following basis:
  - 1. The employee must request in writing for planned medical treatment thirty (30) days prior to the expected date for such leave.
  - 2. The Family and Medical Leave Act of 1993 shall become and is hereby made a part of the labor agreement as currently in effect or as hereafter amended between the parties. The employee may, however, take any leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave.
  - 3. An employee shall be granted a leave without pay or increment of

up to twelve weeks for the purpose of the birth of a child; adoption or foster care placement of a child with an eligible employee; or the serious health condition of an employee or spouse, child or parent. In these events, the employee will give notice as soon as possible.

4. In the event that additional time is needed, the leave of absence may be extended up to one year at a time and up to two years upon approval of the Board. Failure to return to work as set forth herein shall mean termination.
  5. Subsequent physician's statements may be required by the Board from the teacher's physician at the teacher's expense.
  6. Before the employee can return from the leave, he/she must submit a physician's statement confirming his/her physical ability to perform all the regular and normal duties and functions of his/her position, by the physician at his/her expense.
  7. Upon return from a leave of absence the employee shall at the employee's request be returned to the same position held prior to leave provided an eight (8) month notice prior to return is given in writing. If such position no longer exists, genuine attempts shall be made to have the teacher placed in a similar position. In the event that any teacher does not apply for reinstatement within the time limit set forth above, but makes such application within four (4) years of commencement of his/her leave of absence, he/she shall receive first consideration in case of an opening in the school system for which he/she is qualified.
  8. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities, where possible, shall mean that his/her employment may be terminated.
  9. Any parent adopting a child and wishing to utilize these provisions shall give notice as soon as possible as to when such leave is desired.
- F. A leave of absence without pay or increment of up to one (1) year may, upon the approval of the Board, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- G. The Board may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office, such leave to be not less than one (1) semester nor more than the term of such office.
- H. Other leaves of absence without pay may be granted by the Board.
- I. No benefits shall accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, his accumulated unused sick leave benefit accumulated at the time the leave commenced will be restored to him.

11:3 Sabbatical Leave: Pursuant to Section 380.1235 of the Revised School Code, teachers who have been employed for seven (7) years may be granted sabbatical leave at the discretion of the Board subject to the following conditions:

- A. No more than one (1) teacher will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested.

Preference in granting such leaves will be given on the basis of length of service in the system.

- C. The teacher has completed at least seven (7) consecutive full school years of service in the Gladstone school system.
- D. Teachers on a sabbatical leave will be paid at one-half (1/2) their annual salary rate for a full year's leave or one-quarter (1/4) of their annual salary rate for a semester's leave.
  - 1. Any N.D.E.A., N.S.F., or other government or private grant will be included as a part of the Board's obligation.
- E. The teacher will agree, in writing, to return to employment in the Gladstone school system for one (1) full year in the event of a semester's leave, or two (2) full years in the event of a full year's leave. If a teacher fails to return for the required time, he will be liable for repayment to the District of a proportionate amount of the leave pay received.
- F. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status.
- G. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.
- H. All sabbatical leaves will be considered as long as the purpose of the leave is to promote the teacher's knowledge and proficiency in his/her particular subject matter area or mutually agreed upon related area or in a position for which he/she is currently being considered.
- I. Sabbatical leaves for educational purposes will require that the teacher carry a full college or university credit load. All credits must be taken at an accredited university or college. Verification of credits must be forwarded to the Superintendent's office at the completion of the sabbatical leave. Failure to complete the credit requirements mentioned above will result in a pro-rated deduction of sabbatical leave pay.

## **SECTION 12 - TEACHER EVALUATION**

The Board has the authority to observe and evaluate the performance of a teacher. The evaluation shall be conducted by a building principal or a designee. The work performance of all teachers shall be summarized in writing. Teachers will be given a copy of any evaluation prepared and will have the right to discuss such report with their supervisor. The teacher will sign the report signifying receipt of the same. Performance payments will be made as follows: \$3 for highly effective, \$2 for effective and \$1 for meets goals.

### **12:1 Procedure:**

- A. Probationary Teachers: Probationary teachers shall be evaluated not less than once per semester based on at least one classroom observation. The Administrator or his/her designee shall confer with the teacher either before and/or after each evaluation and provide the teacher with a copy of the evaluation.
- B. Tenure Teachers: Tenure teachers shall be evaluated formally at least once every three (3) years. The evaluation shall be based on at least one minimum classroom observation time of thirty (30) consecutive minutes. A written copy will be provided to the teacher.



- 12:2 Evaluation Copies: Two (2) copies of all evaluations shall be given to the teacher. He or she shall sign both copies to indicate that he/she has read the document prior to distribution and filing. The teacher shall return one signed copy to the evaluator and keep one for his/her records. A teacher may disagree with any portion of the evaluation and state reasons in writing within five (5) school days.
- 12:3 Teacher Response: In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. A receipt will be either attached or a part of the evaluation to be signed by the teacher to signify that they have received a copy. This receipt does not imply or indicate agreement with the evaluation, which may be expressed in writing as mentioned above. Teacher evaluations for which there is disagreement where there is no action taken regarding demotion or dismissal will be excluded from the grievance procedure.
- 12:4 Teaching Coach: A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach", insofar as possible, shall be a tenure teacher with a minimum of five (5) years' teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. If requested by the Administration, written observation shall be forwarded to the Administration by the teaching coach. These written observations will in no way serve as an evaluation instrument in any determination regarding the hiring or non-hiring of the probationary teacher. No teacher shall unreasonably refuse to serve as a teaching coach if so requested by the Administration.
- 12:5 No Additional Compensation: The teaching coach shall not obtain additional compensation for such time spent counseling or observing the probationary teacher to whom he is assigned; nor shall release time be given for these purposes.
- 12:6 Final Evaluation Report: No later than March 22 of each probationary year, provided the teacher started at the beginning of the school year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the Administration and the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will provide a hearing where requested.
- 12:7 Right to Review Personal File: Each teacher shall have the right, upon request, to review at reasonable times the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

Each teacher's personal file shall contain, where available, the following minimum items of information:

- such TB report as mandated by law and required medical information
- all teacher evaluation reports
- copies of annual contracts
- teacher certificate
- a transcript of academic records
- tenure recommendation

The teacher shall have an opportunity to respond to any material in his personal file, and such response shall become a part of said file.

- 12:8 Presence of Association Representative: A teacher shall at all times be entitled to have present another representative of the Association when he is being reprimanded or disciplined for any infraction of rules, or delinquency in professional performance.  
When a request for such representation is made by the teacher, no action shall be taken with respect to the teacher until such representative of the Association is present. Such meeting is to be held at the earliest reasonable possible time.
- 12:9 Discipline for Just Cause: No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the professional grievance negotiations procedure hereinafter set forth. This paragraph shall specifically not apply to probationary teachers.

### **SECTION 13 - PROTECTION OF TEACHERS**

- 13:1 Student Disruption of Class: If any student repeatedly disrupts the class and appears to be emotionally disturbed, the concerned teacher shall report such student to the Superintendent or the Principal. The Board shall see that the student be examined by a qualified physician or psychiatrist at the Board's expense provided that such examination is legally permissible and agreed to by the parent or guardian of the student or approved by an appropriate court. If the examiner finds that the student is emotionally disturbed and should be removed from the class, the Board will take action to remove such student from the class to the extent permitted by law.
- 13:2 Assault on Teacher: Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. After suitable investigation of an assault on a teacher, the Board will reimburse teachers for full replacement cost for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the in the school or on the school premises not involving intentional misconduct or personal negligence on the part of the teacher.
- 13:3 Liability Insurance: The Board will provide liability insurance to protect the teachers in case of suit against them for action or incidents occurring in the line of duty.
- 13:4 Complaints of Parents: Any consistent and severe complaints directed to the Administration by a parent of a student shall be promptly called to the attention of the teacher. In the event of a written reprimand, the teacher shall be informed of any complaining parent's name.
- 13:5 Amount of Insurance: The auxiliary liability policy will cover liability within the limits of \$500,000.00.
- 13:6 Discipline of Students: Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline. When disruptive behavior by students is abnormally frequent, the teacher involved may be counseled by the appropriate representative of the Board. In the event a teacher excludes a student from his class for disciplinary purposes, the teacher must report the incident to the principal and furnish full particulars in writing upon request, and meet with the principal to review the background and proper steps to be taken and to set up a meeting with the student's parents and principal, if deemed necessary by the principal.  
Failure to follow these procedures can lead to disciplinary action against the teacher. Teachers shall observe rules concerning punishment of students as may be established by the Board.
- 13:7 Student's Actions: When characteristics which resemble substance abuse appear in a student's actions, the teacher will notify the principal's office orally, or in writing if requested by the principal. An exploratory conference may be held, at the discretion of the principal, with those individuals deemed important by the principal to explore the causes of the exhibited characteristics. The teacher will attend such conference and subsequent conferences if

requested. Further conferences may be held upon request by the Administration or the School Board. Results of the conference or conferences will dictate appropriate future steps. Such steps, if proper or necessary, will follow the procedure now used, or hereafter created, by the Board.

- 13:8 Statement of Disciplinary Rules: The Board will provide a statement of the rules, regulations, and procedures governing discipline, suspension and expulsion of students, and position regarding corporal punishment. This statement will be distributed annually and any significant changes thereafter will be distributed.

#### **SECTION 14 - NEGOTIATION PROCEDURES**

- 14:1 Contract Not Reopened: This contract shall not be reopened, except as provided herein.
- 14:2 Commencement of Negotiations: At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement.
- 14:3 Selection of Own Representatives: In any negotiations described in this section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association.
- 14:4 Failure to Reach Agreement: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.
- 14:5 No-Strike Provision: The Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include but are not limited to, slow-downs, stoppages of any kind, sit-ins, and "blue flu". There shall be no picketing or demonstrating during contractually assigned duty time.
- 14:6 Association Prohibitions: Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined in 14:5(1) above, against the Board by any teacher or group of teachers.
- 14:7 Right to Discipline: The Board shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision.

#### **SECTION 15 - GRIEVANCE PROCEDURE**

- 15:1 Definition of Grievance: A "grievance" is any alleged violation of the terms of this Agreement.
- 15:2 Time Limits: All time limits herein shall consist of school days. Time limits may be extended upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- 15:3 Association Representative: The employer agrees that the Association may designate a Grievance Committee representative and an alternate who shall be teachers with tenure status with the employer. In addition, such teacher must have been employed in the building for at least one (1) year. It is understood that the alternate shall act only in the absence of the regular Committee member. The Association will furnish the employer with the names of its Grievance

Committee representatives and alternates and such changes may occur from time to time in such personnel, so that the employer may at all times be advised with whom it may be dealing. Until the employer has received written notice from the Association, it shall not be required to deal with such teachers purporting to be representatives. It is understood that grievance procedures will be handled at times other than when the teacher is in class. In the event, in the handling of a grievance, it becomes necessary for the Committee representative to leave his class, he shall first obtain permission from his supervisor which shall not be unreasonably withheld. The privileges of the Committee representatives leaving their work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done expeditiously, and with as little interruption of work, as possible, must not leave any students unattended, and that this privilege will not be abused. If the Committee representative is required to go into another building other than his own in the handling of a grievance, the principals at both buildings (or all buildings involved) must be notified. Except as set forth anywhere in this Agreement, and except for reasonable periods of time to be utilized by the president of the Association, which do not interfere with his duties, no Committee representative or any other employee shall be granted assigned duty time off for the purpose of handling Association matters, affairs, or grievances, unless specific permission has been granted by the supervisor or principal.

15:4 Steps: In the handling and processing of a grievance the following procedure shall apply:

STEP 1:

Any teacher who believes he has a grievance shall have five (5) days from the occurrence of the alleged grievance to file an official written grievance form with his immediate supervisor. In the case of a class action grievance this step will begin with the Superintendent. It is expressly understood by both parties that reasonable efforts to settle the alleged grievance in an informal manner will be conducted during this five (5) day period. These informal meetings may be attended by an Association representative and/or a Board representative if requested by either the grievant or the involved Administrator.

If an informal settlement of the alleged grievance is unsuccessful and a formal grievance is filed, the involved Administrator shall have five (5) days to return a written response to the grievant. The official written grievance shall set forth the facts of the grievance and the section or sections of the agreement allegedly violated.

STEP 2:

If the grievant is not satisfied with the written response at Step 1, he shall notify the Superintendent within five (5) days. Within ten (10) days after such written notification, a hearing involving the grievant, a representative from the Association Grievance Committee if desired by the employee, a representative from the Michigan Education Association if desired by the employee, the grievant's immediate supervisor, the Superintendent, some member or members of the Board's Personnel Committee, the Board's attorney, if requested by the Board, shall be held for the purpose of determining the validity of the grievance. After the completion of such a hearing, the Board will have fifteen (15) days to return to the grievant and the Association its written decision regarding the grievance.

STEP 3:

If the alleged grievance is not settled at Step 2, the matter may be referred to arbitration. The matter may be referred to arbitration only by the Association, provided that notice to refer the matter is given to the Board within ten (10) days from the date of the Board's written decision at Step 2. Within five (5) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking

arbitration shall file a request with the American Arbitration Association or the Michigan Employment Relations Commission to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the Michigan Employment Relations Commission or the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the Association, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions and shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan school laws.

The arbitrator's fees and expenses shall be shared by the employer and the Association. Beginning with the 2009-2010 school year, arbitrators fees and expenses will be split 60%-40% with the winning party paying 40%. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participation.

- 15:5 Interim Management: The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- 15:6 Carrying Out Orders: In the event the alleged grievance involves an order, requirements, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance.
- 15:7 Informal Resolution: Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer; provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the employer is not inconsistent with the terms of this Agreement.
- 15:8 Exclusivity of Tenure Act Remedy: A complaint or dispute involving the discharge, termination, demotion, or the nonrenewal of a probationary teacher shall not be subject to the grievance and arbitration provisions, if that teacher's case could be heard pursuant to the Michigan Tenure of Teachers Act.
- 15:9 Rights to Representation: No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this Agreement.
- 15:10 Miscellaneous:
- A. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of teachers, the Association Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2.
  - B. Copies of all written decisions of grievances shall be sent to all parties involved and the Association secretary.
  - C. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

- D. All documents, communications, or records dealing with a grievance shall be filed separately from the personal files of the participants.
- E. Forms for filing and processing grievances shall be designed by the Superintendent and the PN Committee and shall be given appropriate distribution so as to facilitate the operation of the grievance problem.
- F. Access shall be made available to records of all information necessary to the determination and processing of the grievance. Teachers' personal files shall be examined by the Association only upon written prior approval of the teacher submitted to the Superintendent.

### SECTION 16 - MISCELLANEOUS PROVISIONS

- 16:1 Opportunity to Consult: The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereof prior to general publication.
- 16:2 Status of Agreement: 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, which are hereby made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 16:3 Printing of Copies: Copies of this Agreement and the Gladstone Schools Handbook shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- 16:4 Savings Clause: If any provisions of the 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 application shall continue in full force and effect.
- 16:5 Necessity to Negotiate: The Association and the Board intend this agreement to cover any and all problems and questions arising between them. It shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this Agreement.  
 In all such instances, no new area shall be bargained or negotiated upon, until this Agreement shall have been lawfully terminated or has expired, or until there shall be mutual written agreement by and between the parties. If any provision of this Agreement is declared void under any federal or state law by any court, the parties agree to use reasonable efforts to bargain regarding a replacement provision over the same substantive area only, including such area's dollar value.
- 16:6 Length of Service: Length of service is defined as actual days/ hours paid for by the Gladstone Schools, not to include days spent as a substitute teacher. In the circumstances of more than one individual beginning employment on the same date, all individuals affected will participate in a drawing to determine position on the length of service list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance. Length of service will be determined to be on a district wide basis and not on a building basis.

A hard copy of the seniority list will be sent to the local Association president, all teachers and posted in each school by October 15 of each year. Objections to the list shall be filed within ten (10) days of posting. Thereafter, the list shall be final and conclusive for that school year.

- 16:7 Section Headings: The various section and subsection headings of this Agreement have been added for the convenience of the reader, and, accordingly, they shall not be utilized in the interpretation of the meaning of the various terms and provisions of the Agreement. Only the language of the Agreement itself shall be utilized for purposes of interpretation.
- 16:8 Gender and Number: Any reference to masculine gender or singular number shall be deemed to include feminine gender or plural number, if the context requires.
- 16:9 Site Based Decision Making: A committee with representation from the administration, Board of Education and the Association shall meet to discuss possible procedures for SBDM – SD/SI. No SBDM - SD/SI committee even though approved by the Board shall engage in issues relating to collective bargaining or have the authority to address employment matters.
- 16:10 Family Medical Leave Act: Both parties will comply with the Family Medical Leave Act. (A summary of such Act is attached to this Agreement.)

### **SECTION 17 - COMP TIME**

- 17:1 Comp Hours: Comp hours will be available to all teachers. It is voluntary and will be offered on a rotating seniority basis. However, at the high school level, it will be offered to a certified teacher, as the first alternative. Three fifteen (15) minute blocks equal one comp hour. One Saturday school hour equals one comp hour. Six comp hours equal one (1) comp day. No one will be allowed to accumulate three (3) comp days. If one has accumulated three (3) comp days, then that teacher will immediately be reimbursed for one comp day at the substitute pay rate.

Comp time may be used for the following:

1. Substitute for other teachers.
2. Noon hour supervision.
3. Saturday school district wide.
4. Emergency situations.
5. Any other situation deemed necessary by the Superintendent.

Additionally Special Education teachers will receive ½ hour comp time for each 1-hour worked for med billing.

Comp days may not be used during the last ten (10) school days of the school year. At the teacher's discretion, all or any part of accumulated comp time may be carried over to the following school year, or reimbursed at a rate of \$10 per hour for hours less than one day, and substitute pay for full days.

**SECTION 18 - DURATION**

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until the 25th day of August 2012, except that the effective date of this Agreement shall not obligate the Board to make any wage payments or extend any other benefits which shall cause the Board to be in violation of any federal statute, regulation, or rule dealing with price and wage controls. The contract may be reopened upon the approval of both parties. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

GLADSTONE AREA SCHOOLS  
BOARD OF EDUCATION

UPPER PENINSULA EDUCATION  
ASSOCIATION AND THE  
MICHIGAN EDUCATION ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Secretary

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_