GLADWIN COMMUNITY SCHOOLS

MASTER AGREEMENT

GLADWIN EDUCATION ASSOCIATION

July 1, 2012
June 30, 2013

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Master Agreement, Gladwin Board of Education & Gladwin Education Association 2012-2013.

This Agreement is entered into this 11th day of September, 2012 by and between the Board of Education of the Gladwin Community Schools, Gladwin, Michigan, hereinafter called the Gladwin Education Association, a voluntary, unincorporated association or a Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA". The signatories shall be the sole parties to this agreement.

WITNESSETH

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

WHEREAS the members of the teaching profession may be called on to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendents, Director of School and Community Relations, Principals, Assistant Principals, Business Manager and any other person engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as defined above and reflect both genders.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II – TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of the law of the State of Michigan, the Board undertakes, and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this or otherwise with respect to terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws, or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or until 6:00 p.m.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to use School facilities and equipment, including typewriters, computers, copiers and all type of audio-visual equipment, calculating machines and data projectors and smart boards at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.

F. The Association shall have the right to post notices of activities and official Association business on teacher bulletin boards, at least one of which shall be provided in each teacher's lounge. The Association shall determine what constitutes official Association activities and business. The Association may use the district mail service, electronic mail and teacher mailboxes for communications to teachers. Administration cannot guarantee confidentiality of electronic correspondence. Electronic correspondence must comply with the acceptable use policy and may be subject to FOIA request protocol.

G. The Board agrees to furnish to the Association in response to written requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing

intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction program, or major revision of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publications.

I. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Educational Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, disability, age, gender or marital status.

K. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

L. The Board shall place on the Agenda of each regular Board meeting as one of the first items or consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office by 4 o'clock of the Thursday evening prior to the regular meeting.

ARTICLE III – RIGHTS OF THE BOARD

A. The Association recognizes certain rights and responsibilities as belonging finally to the School, and its Board of Education and Administration. Those rights and responsibilities include by way of illustration and not limitation the right to hire; to direct the teaching force; to determine the number of teachers who shall be employed by the School; to determine the qualifications necessary for promotion or transfer or reassignment of teachers; to discipline, suspend, demote and discharge teachers for cause in accord with this contract and Michigan Laws; to require teachers to observe school rules and regulations; to determine the number and location of school buildings; the type of such buildings, and the cost of such buildings; to establish the grade system to be used within the school, the qualifications necessary for the student to advance from grade to grade and to graduate; to determine the curriculum to be taught in school, together with textbooks or other materials which may be used in the education processes; to determine the scheduling of classes, the hours of instruction, and all other rules and regulations with regard to the conduct of pupils whether on or off school premises insofar as the school deems it necessary and appropriate; and any and all powers and authorities granted to the school by the legislature of this State, the Constitution of this State, or by Congress of the United States, or the Constitution of the United States.

B. The Board will place a copy of the "Board Policies" book in each teachers' lounge, and at least one copy shall be given to the President of the G.E.A. The Board will provide the GEA president with inserts that reflect any new policies or changes to existing policies. The "Board Policies" book kept by the Superintendent of Schools shall be the official Policy Book.

ARTICLE IV – PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

A. 1. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to the policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

2. Pursuant to Chicago Teachers Union v Hudson 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association. Said sums will be deducted from employee's pay after authorization is received by the Board and through the 21st pay period of the school year.

C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs in which the teacher authorizes such a deduction.

D. This Article shall be effective retroactively to the beginning date of this Agreement and all sums payable hereunder (unless prohibited by law) shall be determined from said date.

E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the collective agreement.

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or actions, subject however, to the following conditions:

1. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

2. The Association has the right to choose the legal counsel to defend any said suit or action.

3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE V – TEACHING HOURS AND CLASS SIZE

A. Teachers shall be required to report for duty twenty (20) minutes before the opening of the students' regular school day in the morning and shall be in the proximity of their classrooms ten (10) minutes prior to the tardy bell. Teachers whose teaching day begins earlier than the regular school day (Early Bird Classes) shall not be required to remain in school after their last scheduled class. It is understood that teachers of early morning (Early Bird) classes shall be scheduled in a manner that allows the teacher to leave one hour earlier than the close of the regular school day.

Teachers are expected to remain in the building fifteen (15) minutes after the close of the pupils' school day. All staff members are encouraged to remain for a sufficient period of time after school to give additional help to students desiring attention at that time. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed 27 and 1/2 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed 5 and 3/4 hours of pupil contact per day and not to exceed 28 and 3/4 hours of pupil contact per week. The Administration will attempt to assign newly-employed, inexperienced teachers to the lowest class size at their teaching level.

Should funds become available, the parties shall meet to discuss the desirability and feasibility of a seven (7) period day in the junior high school and/or high school.

C. All elementary teachers shall be entitled to a totally duty-free, uninterrupted lunch period of at least forty (40) minutes and all secondary teachers shall be entitled to a totally duty-free, uninterrupted lunch period of at least thirty five (35) minutes.

D. Elementary teachers shall be provided one (1) twenty (20) minute recess period each day. Elementary teachers will be relieved of duty during this recess period. K-5 Elementary teachers will be guaranteed a minimum weekly average of 305 minutes prep time which includes recess.

E. Teachers of music, art, physical education and the laboratory sciences, librarians, speech therapist, reading consultants, visiting teachers, counselors, social workers, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District. Preparation time will be given in blocks of twenty (20) minutes or more when possible.

F. If a teacher teaches more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at "Rate of Pay" schedule per period for each period he/she is substituting. The teacher shall have the option to select compensatory time when he/she has substituted 381 minutes. Compensatory time must be used in full day intervals only, but not more than two (2) days at a time or more than a total of five (5) days in any given school year. Use of compensatory time shall be limited to one (1) individual per building on any given day. Unused compensatory time shall be paid no more than three (3) weeks after the end of the students' last day of school.

G. Three (3) preparations is the maximum recommended load for each teacher in grades 7 through 12. If more than three (3) preparations are necessary, it will be agreed to in writing by the teacher, principal, and Association. Each teacher will be encouraged to assume at least one extra curricular activity of supervisory assignment when requested which is not a part of the extra pay reimbursement policy.

H. Teachers shall not be required to teach outside of the normal classrooms as part of their assignment without the teachers' approval.

I. No more than two (2) one (1) hour before school teachers' meetings shall be scheduled each month. Notification of the days of said meetings shall be given at least forty-eight (48) hours in advance. It is understood that this does not preclude the scheduling of special shorter meetings for emergencies or extenuating circumstances. Traveling teachers (multi-building assignments) shall be required to attend a maximum of two of these meetings.

J. If a teacher takes one (1) additional class above his/her normal load for the year, he/she will be compensated at 1/6 of his/her annual salary.

K. Job Sharing

1. Full-time positions for the purpose of job sharing may be made available:

   a. at the discretion of the Board;

   b. upon recommendation of the Superintendent or designee;

   c. with the approval of the building principals in whose buildings shared positions will be located; and

   d. within the allocated staff positions for the current school year;

   e. on a purely voluntary basis.

2. Definition of Shared Time Teaching

   For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.

3. Conditions of Operation

   The Board may approve shared positions for the current school year dependent upon the following:

   a. The teachers will not file for unemployment benefits while employed in a shared position of a voluntary nature.

b. When a shared position is terminated, each teacher partner will return to full employment only in accordance with Article XX as appropriate.

c. The ability of the district to create a shared position without rescheduling large numbers of students. In lower elementary positions or in self-contained classrooms, shared time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.

d. If a teacher partner having joint responsibility for the same student is requested and agrees to substitute for his/her teacher partner by the building principal, the teacher will be compensated at half the daily substitute rate for the substitute time.

e. The teacher partners having attained tenure in the District.

f. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.

g. The Board and the Association shall work closely together on implementation and evaluation of the shared time program

h. No teacher in the district shall be involuntarily transferred in order to create shared time positions.

i. Job sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if sixty (60) days written notice shall be given prior to the end of the school year should the Board decide to eliminate one or all of the job sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job sharing position, the position may be terminated by the Board.

j. Requests for the shared time shall be submitted to the Superintendent by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

4. Compensation and Benefits

Shared time positions will be compensated as follows:

a. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. The cost of positions will not exceed 1.0 staff positions. Teaching half days would mean 50% of full salary.

b. Full seniority will accrue to a person in a shared time position.

c. Sick and personal leave will be prorated according to the fraction of the position for which the person is employed as per Article XI, Section 11.1.

d. The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.

e. Salary may be spread over the school year (21 pays) or over the calendar year (26 pays).

ARTICLE VI - SPECIAL STUDENT PROGRAM

A. The parties recognize that children having special physical, mental, and emotional needs may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional programs and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classrooms may request the student's transfer and shall present arguments for such request to the Individual Education Planning Team. Special attention will be given to reducing class size where special needs students are placed in the regular classroom of a newly-employed, inexperienced teacher without prior approval of the Association.

B. Application of this Section shall apply to special education students as defined in IDEA legislation.

1. Mainstreaming is defined as the placement of an identified special education student referenced above in Section A into a general education program for any part of the regular school day. When a general education classroom teacher is assigned a special education student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of bodily functions (i.e. tracheotomy, custodial care, etc.) related to the student's special needs. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's special needs.

2. On a case by case basis, the District will determine what training if any will be necessary for the general education teacher who has a special needs student in his/her classroom as set forth in Section B.

3. In assigning a student with special needs as defined in Section B to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the student's condition, the number of other students with special needs assigned to the class and the overall class sizes within the applicable classrooms.

4. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student with special needs should participate in general education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Team (IEPT). Although it is agreed that the student's with special needs participation and right to participate in general education programs and services cannot be affected by this Agreement.

5. The District shall determine the need for a teacher who will be providing instructional or other services to a student with special needs to participate in the IEPT which may initially place (or continue the placement of) the student in a general education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEP which is scheduled during the time the teacher is assigned to teach a class.

ARTICLE VII - TEACHING CONDITIONS

A. The parties recognize that availability of optimum school facilities is desirable for both student and teacher to ensure the highest quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be reduced wherever possible.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, computers, laboratory tools and equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The teachers and administration will meet from time to time for selection and improvement of teaching tools.

D. The Board and Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance in furtherance of that recognition, the Board will attempt to provide a teacher reference library in each school in the District and include therein all text which are reasonably requested by the teachers of that school. The Board shall provide memberships in appropriate curricular and professional organizations and societies. The IPPC shall determine the appropriate memberships, but shall be limited to a total of fifteen (15) memberships.

E. The Board agrees to make available in each school, typing and duplicating facilities to aid teachers in the preparation of instructional materials.

F. The Board will attempt to provide:

1. A separate desk for each teacher in the District with a lockable drawer space.

2. Suitable closet space for each teacher to store coats, overshoes and personal articles. Other suitable space may be substituted for closet space, if approved by the teacher.

3. Adequate chalkboard/whiteboard space in every classroom.

4. Copies, exclusively for each teacher's use, of all text used in each of the courses he/she is to teach.

5. An appropriate dictionary in every classroom, when requested by the teacher.

6. Adequate storage space in each classroom for instructional materials.

7. Adequate attendance books, paper, pencils, pens, chalk, dry erase markers, erasers, computers and other materials required in daily teaching responsibility.

8. Shop coats for art, home economic, vocational and industrial education teachers.

G. To relieve teachers of clerical, patrol and bus duty, the Board agrees to employ support staff. The support staff will be responsible to the building principals to whom they are assigned and will handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, collecting monies for milk and lunch, and similar support responsibilities.

H. The Board shall make available in each school adequate rest rooms and lavatory facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for the use of the staff as a lounge.

I. The Board shall provide a telephone in the teachers' lounge in each building for teacher use. These telephones shall be listed in the name of the GEA and the Board shall reimburse the GEA for the regularly monthly service charge excluding all long distance toll charge.

J. Vending machines shall be installed in lounge areas, at the request of the Association. The proceeds are to be used for the respective GEA Building Lounge Funds. There will be no cost to the Board of Education.

K. Adequate off-street parking facilities shall be provided, and properly maintained.

L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and well-being.

M. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

ARTICLE VIII - DEPARTMENT CHAIRPERSONS

A. The District may accept applications for the assignment of department chairs and or grade level chairs. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the departments and the school administration. Such chairperson shall not be considered a supervisory employee. Adequate clerical and secretarial assistance shall be provided to the department chairperson to assist in the performance of their duties. Adequate notice shall be provided for all reports or evaluations requested by an administrator from a department chairman.

Area	Compensation
Grade Chairpersons K-5	$225 each grade
School Improvement Chair (1 per building)	$225 each
Business Education (District)	$225
Fine Arts (District)	$225
Physical Education (District)	$225
Special Education (District)	$225
Applied Arts (District)	$225
Language Arts (4)	$225 each
Mathematics (2)	$225 each
Science (2)	$225 each
Social Studies (2)	$225 each

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, professional, continuing, occupational education or permanent certificate, except as in "D" below. It shall be the teacher's responsibility to present a valid certificate as a condition of employment no later than the end of the second week in September. Any teacher failing to present a valid certificate or proof of certification may be suspended from duty.

B. Any new teacher whom has first earned a Bachelor's Degree and then earns his/her teaching certificate shall be placed on the BA scale. Credits earned after the teaching certificate shall be counted toward the BA+20 step. If a teacher is currently paid on the salary schedule at BA+20 and goes on to earn a Masters degree, and the +20 credits apply to the MA degree the teacher cannot use the previous +20 to advance past the Masters column. If any part of the 20 credits earned after the BA do not count towards the MA degree, those credits can then be counted towards the MA+15 step.

In order to move across the salary scale a teacher must earn additional graduate credits in a planned program of study or career related courses designed by an accredited college or university.

C. Any vocational certified teacher employed in any instructional capacity, who does not possess a baccalaureate degree or its equivalent, shall be compensated at the salary rate of a degreed teacher; each five (5) years experience in the field of specialization shall be accepted in lieu of academic credit for one lateral salary movement. Increments shall depend upon years of relevant service in educational institutions.

D. All teachers shall be given written notice of their teaching assignment for the forthcoming first semester, or year, no later than the preceding August 1st. In cases where a second semester assignment is different from the first semester, teachers shall be given written notice of their teaching assignment by December 15th of the current year.

E. Assignments in addition to the normal teaching schedules during the regular school year, including adult education courses, driver education and extra duties enumerated in Appendix B, shall not be obligatory, but shall be with the consent of the teacher. Qualifications being equal, preference in making such assignments will be given to teachers regularly employed in the district and shall be awarded in accordance to Article X of this Master Agreement.

F. Counselors and librarians shall be hired for at least one week before the regular school year, unless by mutual agreement. Counselors, librarians and social workers may be hired after the school year for the number of days mutually agreed upon by the staff member and the building principal. Salary shall be on a per diem basis, based on 1/total contract days of current year salary.

G. The Administrator involved will notify the President of the GEA of any part-time teaching position, and include the fraction of salary authorized for each part-time position.

ARTICLE X - VACANCIES, PROMOTIONS and TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.

B. The Board declares its support of a policy of filling vacancies and new positions, including supervisory positions, from within its own teaching staff. Whenever a vacancy or new position arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school district building for no less than two weeks before the position is filled. Such notices shall include a description of the position and its responsibilities, location of the position and qualifications needed to fill the position. Should vacancies occur during the summer break, staff members shall be notified by e-mail to each teacher and the posting will be posted on the district web site. Teachers who wish to have postings mailed, may make this request in writing at the Board of Education Office. These requests will be considered in special circumstances only. The district's telephone calling system will also be used to inform teachers of posted positions.

C. Any teacher who is hired into an administrative position and later returns to teacher status shall be entitled to retain such rights as he/she may have under this Agreement prior to such transfer to supervisory or administrative status.

ARTICLE XI - ILLNESS or DISABILITY

A. At the beginning of each school year each teacher shall be credited with a thirteen (13) day sick leave allowance up to an accumulation of 170 days to be used for absences caused by illness or physical disability of the teacher. The teacher may use up to 15 days for a member of the immediate family in the household and/or the father and mother of the teacher. The unused portion of such allowance shall be allowed to accumulate from year to year to a limit of one hundred seventy (170) days, a day being six (6) hours. A teacher may only use half (1/2) day or full day increments when needed. A statement of accumulation shall be sent to each teacher at least annually. Sick leave accumulations shall be noted on pay stubs bi-weekly. Up to five (5) of these days per year may be used for immediate family, not included above, (children out of the home, brother, sister, daughter-in-law, son-in-law, mother-in -law, father-in-law, grandparent and grandchild.) However, these days shall not accumulate for this purpose from year to year.

B. A teacher shall be granted a leave of absence for five (5) days for the death of a member of the immediate family which includes mother, father, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or other members of the family in the household. These days shall be provided in addition to sick leave. Additional time may be granted at the discretion of the Superintendent. Teachers shall be excused from duty for (1-3) days to attend the funeral of other relatives or persons whose relationship to the teacher warrants such attendance and leave shall be deductible from sick leave and shall be approved by the Superintendent.

C. In years when the sick bank has less that 180 days available, each teacher shall contribute one (1) day of his/her annual leave toward a sick leave bank. This sick leave bank is to be administered by the sick bank committee. Teachers may make reasonable withdrawals as determined by the sick bank committee, provided there are sufficient days in the bank and the following conditions are met.

1. The teacher must have exhausted all of his/her personal accumulated sick leave.

2. Five (5) work days without pay must have elapsed following the exhaustion of the teacher's accumulated personal sick leave.

3. Teachers in their first year at Gladwin may not draw from the sick bank. Upon application, teachers may draw up to ten (10) days in their second year and fifteen (15) in their third year. Beginning with the fourth year of employment in the Gladwin school system, upon application, withdrawals may be made for up to the balance of the school year, should such days be available within the bank's balance.

4. If the teacher is qualified to receive compensation from another government sponsored source, while employed, he/she shall make application for same and upon approval for this source of compensation, shall draw from the sick bank only the number of days which shall represent the difference between the teacher's regular salary and the acquired government compensation.

5. The administration of the bank shall be the responsibility of a committee of four (4) teachers elected for a three (3) year period. This committee shall be the President with the initial appointment to consist of one (1) person for three (3) years, one (1) person for two (2) years, and one (1) person for one (1) year. Should a vacancy arise within this committee, the President shall appoint another member to fulfill the remaining term of the committee member.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to the end of the current school year. The teacher should notify the administration of his/her intentions to teach for the ensuing school year before June 1, or earlier if possible.

E. Absence due to injury incurred on the job in the course of the teacher's employment shall not be charged against the teacher's sick leave days.

F. Upon retirement or voluntarily resigning from the school system, bargaining unit members shall be compensated at the rate of fifty percent (50%) of 170 days of the current substitute teacher pay for each accumulated sick day. A teacher must have been employed a minimum of fifteen (15) years by Gladwin Community Schools to qualify for this incentive.

ARTICLE XII - PROFESSIONAL, PERSONAL and ASSOCIATION LEAVE

A. At the beginning of every school year each teacher shall be informed that he/she may use professional business days for educational purposes at the discretion of the teacher and the principal. The teacher approved to use a professional business day shall notify his/her principal at least one (1) week in advance of his/her absence. Professional business days shall be used for the purposes of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof. The teacher may be requested to file a written report, within one (1) week of his/her attendance at such visitation, conference, workshop, or seminar.

B. At the beginning of each school year each teacher shall be credited with four (4) days to be used for the teacher's personal business at the teacher's discretion. A teacher may only use half (1/2) day or full day increments when scheduling personal days off. At least forty-eight (48) hours advance notice must be given to the building principal except in an emergency. No more than two (2) teachers per building shall be given personal leave on the same day. Personal leave days will not be approved for the day before or following a vacation period. Any unused personal business days, may accumulate as the teacher's sick leave at the end of each school year. No fractions of days will be credited. During the months of April and May only one (1) person per building will be allowed use of personal leave on Monday and Friday except in an emergency.

C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A teacher serving on a recognized public governing body for up to one (1) day per month shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such service shall not be counted against personal business or sick leave if not in excess of the time indicated above. The faculty shall be allowed up to eighteen (18) days per school year for said service. Applications for said days shall follow procedures under Section B above.

D. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association, the use to be at the discretion of the Association. The Association shall be entitled to ten (10) additional days for which the substitute shall be paid by the Association. With the exception of the GEA president, the Association agrees to notify the Superintendent no less than forty-eight (48) hours prior to the date of intended use of said leave.

GLADWIN COMMUNITY SCHOOLS
Personal Leave Day Form

_____
Date

I, _____ am requesting a

Full Day _____

Half Day _____ A.M. or P.M.

Personal business day for _____,_____,_____.
Month Day Year

Purpose _____

_____

_____
Teacher's signature

APPROVED:

_____
Ethics Committee

DENIED:

_____
Ethics Committee

ARTICLE XIII - SABBITICAL LEAVE

A. After seven (7) or more years service in the Gladwin Community Schools, a teacher who desires may take one (1) year leave to further his/her education. A teacher, upon return from a sabbatical leave shall be restored to his/her former position of like nature and status. Any period spent on sabbatical leave shall be treated as teacher service for purposes of applying the salary schedule. If a teacher does not intend to return, a notice should be given by April 1.

B. The Board shall continue the insurance program of any teacher on sabbatical leave, to the limit of the contractual obligation.

C. A teacher taking a sabbatical leave shall have his/her seniority frozen until such time as the teacher returns from leave.

ARTICLE XIV - UNPAID LEAVES of ABSENCE

A. A leave of absence of one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries: foreign or military teaching programs; the Peace Corps, Teachers' Corps or Job Corps as a full-time participant in such programs; work beneficial to the community or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Such leave of absence may be renewed for a second year if applied for by April 1 in the first leave of absence. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period with the exception of cultural travel. For leaves of cultural travel the teachers shall be placed on a salary schedule one position above that occupied during the last year prior to the leave.

The taking of a leave as outlined above shall not constitute a break in service, however, seniority shall remain frozen for the duration of the leave.

B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist (one enlistment period) for duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

The taking of a military leave shall not constitute a break in service and seniority shall accumulate for the duration of the leave.

C. A teacher will be granted a one (1) year leave without pay prior to beginning of, or after, at conclusion of the school year to campaign for himself/herself or serve in Public Office. Further extensions shall be granted at the will of the Board.

Upon return from such leave, a teacher shall be placed on the salary schedule one position above that occupied during the last year prior to taking the leave. The taking of a leave shall not constitute a break in service, however, seniority shall remain frozen for the duration of the leave.

D. Teachers on leave of absence, as specified in paragraphs A, B, and C above, will be re-assigned to a teaching position providing there is an opening suitable for their qualifications. Notice of intention to return must be given to the Superintendent by April 1 in the year preceding their return in order to be assured of greater probability of reassignment.

E. Maternity Leave

1. If a teacher desires a maternity leave of absence, she must file a written request with the Superintendent stating the anticipated date of such leave at least thirty (30) days prior to the anticipated commencement of the leave.

2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six [6] weeks after childbirth).

3. After the birth of the child/children, the teacher shall be permitted to return from leave at any time. However, unless child care leave has been granted, such return shall be no later than following the post-natal examination period (usually six [6] weeks after childbirth). Upon returning from leave of absence, the teacher must provide a physician's certification that she is physically sound and able to perform all normal duties of her position.

4. In the event of miscarriage or death of the infant, the leave of absence may be terminated at the close of a semester, upon request of the teacher, if the District has not hired a teacher to fill the position of the teacher on leave. If the District has hired a teacher to fill the position of the teacher on leave, the teacher may return at the end of the year or on the original date of the expiration of the leave, at the teacher's option.

5. The taking of a maternity leave shall not constitute a break in service and seniority will continue to accumulate for the duration of the leave.

F. Paternity Leave

1. The Teacher may use up to 15 days for paternity leave.

G. Child Care

1. A child care leave of absence without pay shall be granted upon request to teachers who become parents of newborn or adopted children. Such leave must be requested if possible, in writing not less than thirty (30) days prior to date such leave is to become effective. Such leave shall, if applicable, be granted until the end of the school year unless the teacher requests to return at the end of the first semester. Upon request of the teacher, the leave shall be extended for one additional school year.

2. A teacher returning from a child care leave of absence shall be fully reinstated to his/her previous position provided the teacher returns to work within the first twelve (12) calendar months of taking said leave. A teacher returning from a child care leave of absence after twelve (12) calendar months of taking said leave, shall be fully reinstated to the teacher's former position, if it is not presently filled by a tenure teacher. Said teacher shall be reinstated to the first available position for which the teacher is certified and qualified to teach.

3. The teacher shall notify the Board of Education at least ninety (90) days prior to the end of the school year in writing, that he/she intends to return for the start of the following school year.

4. The taking of a child care leave shall not constitute a break in service and seniority will continue to accumulate for the duration of the leave.

5. Upon return from such leave a teacher shall be placed on the salary schedule one position above that occupied during the last year prior to taking the leave.

ARTICLE XV - ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to install appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

C. The G.E.A. and its teachers agree to adhere to a practice of presenting controversial matters and subjects in an unbiased and objective manner, and will avoid expressing personal prejudice or bias.

D. Subject content that is unacceptable to the community or either party shall be withdrawn upon agreement of both the Board and the Association.

ARTICLE XVI - TEACHER EVALUATION and PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly-employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

For the purpose of evaluation of teachers, the evaluation model will consist of two parts:

- The current model of teacher evaluation will remain in place
- A building that can document that it has met or exceeded 85% of its school improvement plan goals will see all of the building's teachers qualify for a merit bonus.

Teachers who receive an unsatisfactory evaluation in their normal evaluation (current model of teacher evaluation) will not be eligible for merit bonus.

The merit bonus is defined as: All teachers within a qualifying building will be given an off schedule payment of $200. Payment shall be made with the final fiscal year payroll.

A. Each teacher shall have the right, upon request, to review the contents of his/her 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 the following minimum items of information:

1. All teacher evaluation reports
2. Copies of annual contracts
3. Teaching Certificates
4. A transcript of academic records
5. Tenure recommendation

B. No materials may be placed therein without the teacher's knowledge and allowing the teacher an opportunity to file a response thereto. Any such response shall become a part of said file.

ARTICLE XVII - PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with written rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.

C. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction and indicate a reasonable period of correction.

D. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being officially disciplined, reprimanded, or warned for any infraction of discipline or delinquency in professional performance. A teacher shall also be allowed such representation when being interviewed by an administrator and there is a possibility of the results of the discussion leading to disciplinary action. When a request for such representation is made, the meeting shall stop and no action shall be taken with respect to the teacher until such representative of the Association is present.

E. Teachers shall not have tenure for extra duty assignments. Teachers shall receive a written statement of reasons in the event of failure to reappoint, for a reason other than at the teacher's request.

ARTICLE XVIII - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

B. The Board agrees to provide upon application and approval, the necessary funds for teachers who desire to attend selected professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

C. First year teachers may be required to attend up to two (2) additional inservice days prior to their start of instruction.

D. Probationary teachers may be required to attend an additional inservice day prior to the start of the instructional year.

E. Professional Development Days shall be scheduled each year. The scheduling and planning of activities for two (2) of these days shall be coordinated by the Instructional and Personnel Policies Council. PD days shall be scheduled in cooperation with the GEA and Administration by May of each year for the following school year.

F. Teachers with Professional Development Opportunity Days approved for summer shall be compensated seventy-five dollars ($75) per day plus regular expenses.

ARTICLE XIX - MAINTENANCE of STANDARDS

A. In the current contract year, all conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless stated herein.

ARTICLE XX - REDUCTIONS in PERSONNEL, SENIORITY and RECALL

A. Before the Board makes any reduction in personnel, it will first consult with the Association regarding the effects of such reduction.

B. The fact that a teacher is placed on layoff shall not result in the loss of status or credit for previous years of service. Upon return to the school district he/she shall be placed on the salary schedule one position above that occupied at the time of layoff. However, substantive teaching experience in another district or over 45 days of substituting in each year in any district or districts will be credited as years of service.

C.

1. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first date of work within the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or discharge for cause. Teachers will receive a full year credit of seniority regardless of their teaching schedule.

2. A seniority list consistent with this Agreement shall be prepared by the Board within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order of the bargaining unit members first date of work as set forth in the preceding section. In the event more than one individual has the same first day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members two weeks before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows Association members to attend. The Association President or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within one week.

3. The seniority list shall be published with notation of the certification/approvals and total years of service (Gladwin and other) for each Association member and posted conspicuously in the area of each building reserved for Association members as well as being placed in the general office of each such building by October 15th of each school year. Updates of the list shall be published and posted as they are made but no less than once a semester. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any Association member on written notice to the Association or at the request of the Association.

D. The Board and Association agrees to abide by the provisions of the Teacher Tenure Act.

E. Special Assignment

The district may, from time to time, offer and/or participate in special programs which may or may not be funded by grant monies. These special/pilot/trial/experimental programs may require the district to staff additional positions which may vary in their duration. Under these circumstances the district will post the Special assignment according to Article X of the Master Agreement. Along with a full description of the special assignment, the posting shall include the duration for which the assignment will be filled. Additional vacancies which occur as a result of a bargaining unit member accepting a special assignment shall be posted and filled according to the master agreement and will note the duration for which the position is available.

The following additional provisions shall be adhered to when a bargaining unit member accepts a special assignment:

1. The teacher's seniority shall remain unbroken and all benefits shall continue to accumulate and remain intact while assigned to the special assignment.

F. Compliance with the Elementary and Secondary Education Act (ESEA)
The Association and all teachers recognize the Board's intent and obligation to comply with the Elementary and Secondary Education Act as revised. The Board and the Association likewise recognize Section 116 (d) of the ESEA. The Association will be notified in the event the Board takes action for the purpose of complying with the ESEA if it is believed such action will adversely affect the employment status of a bargaining unit member.

G. Highly Qualified Defined
"Highly Qualified" shall be defined as satisfying the appropriate provisions of ESEA legislation, as interpreted by the Michigan Department of Education for implementation in Michigan public school districts.

H. Highly Qualified Teacher Requirement
Teachers who are required by the ESEA to be "highly qualified" shall have elected and satisfied a state or federal option for becoming "highly qualified" or any local option for doing so which has been approved by the Board by the date mandated by the ESEA. It shall be the teacher's choice as to which state approved option he/she elects to satisfy. (Options to include Michigan Test for Teacher Certification (MTTC) testing and portfolios).

I. Assistance

The Board will assist teachers who become "highly qualified" by reimbursement of MTTC fees for each area in which the teacher becomes "highly qualified." The reimbursement shall be 100% of the fees for first time testing and 50% of the fees for second time testing, if needed.

ARTICLE XXI - CONTINUITY of OPERATION

A. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

B. The school calendar shall be a minimum of 170 student days and not have less than the minimum state required number of instructional hours.

C. Any pre-arranged leave scheduled on a day in which school is not in session shall not be charged against the teacher's leave days, including snow days. In the event of a half day of school or an early dismissal, the teacher will only be charged with the portion of the day that school was in session.

ARTICLE XXII - SCHOOL CALENDAR

A. For the term of this Agreement the school calendar shall be as set forth in Appendix B. Note: The school calendar shall be negotiated to meet state requirements for pupil contact time.

ARTICLE XXIII - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this document.

B. All teachers shall be given full credit on the salary schedule set forth in Appendix A for up to seven (7) years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school accredited by a recognized accrediting agency. Experience beyond the seven years may be granted at the discretion of the Board, but in no case shall credit exceed actual experience years.

C. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the current Internal Revenue Service rate for business mileage. The same allowance shall be given for use of personal cars for field trips or other business of the District.

D. Retirement:

1. One hundred twenty-five dollars ($125) per year for experience in the Gladwin system shall be paid to the retiring teacher.

2. To be eligible the teacher must have taught in the Gladwin School District a minimum of five (5) years.

3. Present teachers of annexed districts to this District shall have their years of experience in those districts counted.

E. Schedule B stipends, other than coaching checks shall be paid the first pay of May of each year.

F. From this day forward, it is agreed that all teaching staff who separate from service and qualify for the retirement incentives within our contract will be required to place their monetary amount into a non-elective board approved annuity.

ARTICLE XXIV - INSURANCE PROTECTION

Pursuant to the Authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following protection:

A. The Board shall contribute to an employee's fringe package the amounts below:

1. The Board shall contribute to an employee's fringe package the amounts below until the plan year expires on November 30th, 2012. Upon renewal of our plan year we must conform to the Legislative Cap under Act 152 of 2011 Enrolled Senate Bill No. 7. At that time the Board will contribute up to the maximum allowed by the law for each subscriber group, single, double, full family. Premium amounts in excess of the "legislative cap" shall be subject to a payroll deduction. Pursuant to Section 125 plan.

The Board shall contribute $1,370/month for each full family, $1,155/month for each double, $690/month for each single subscriber health insurance respectively. For the 2011-2012 school year, insurance benefits, prescription coverage and insurance carrier will be as follows:

Current Elected Insurance Coverage
Insurance through Priority Health POS
Prescription copay: $10/20/40
Additional coverage Includes:
Dental, Vision, Accidental Death and Dismemberment, Life ($30,000), Long Term Disability

Or

Insurance through Priority Health HSA
HSA contribution $1,500 single, $3,000 double or family
Prescription coverage: $0 after deductible
Additional coverage Includes:
Dental, Vision, Accidental Death and Dismemberment, Life ($30,000), Long Term Disability

Pak B (dental, vision, accidental death and dismemberment, life and long term disability benefits) will be actual cost paid by the school district.

The Association shall have the option of changing insurance carriers and coverage during subsequent negotiations, or at the end of our current plan year.

Any premium cost in excess of the Board's contribution shall be subject to a payroll deduction. Pursuant to Section 125 plan.

1. Teachers who do not elect medical benefits will receive Dental, Vision, Accidental Death and Dismemberment, Life ($30,000) and Long Term Disability benefits.

3. $6,000 per year paid on a monthly basis, if the teacher does not elect to take health coverage. This benefit shall only be provided to teachers working in the district as of September 1, 2007.

4. No duplications of insurance will be allowed any teacher.

5. This contract will exclude deductions for auto insurance, either as a fringe benefit or as a voluntary payroll deduction.

6. Teachers foregoing benefits under section (1) to select benefits under section (3) may return to section (1) benefits at the beginning of a school year; or during the school year due to an emergency.

7. The Board of Education will pay all insurance premiums through December 1, 2012.

B. Employees may use the above stated benefit amounts toward any of the following options: Blue Cross-Blue Shield Plans; MEA-MESSA or affiliate health and/or optional plans, and any other plans approved by the Board and Association.

C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of this contract year.

D. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1, and ending August 31, when necessary premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

E. There will be an open enrollment period extending for thirty (30) days from the beginning of the school year or from the beginning of employment for new employees for teachers to select and enroll in their insurance program and coverage. Additional open enrollment periods shall be provided if there are rate changes during the term of this contract.

F. Blue Cross deductions will be made from the first check of each calendar month while MESSA deductions will be made from the second check each month.

ARTICLE XXV - SPECIAL TEACHING ASSIGNMENTS

A. Any assignments (job opening) including additional hours in the school system for which a certified teacher is required will be posted in each teachers' lounge.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call between 6:30 and 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible.

C. Anyone asked to substitute more than ten (10) consecutive days and who is qualified to teach in that area is to be protected by a written agreement with a salary based on a

1/ teacher contract days per attendance day of his/her step on the salary scale starting with the eleventh (11^{th}) teaching day.

D. Staff filling less than a full-time position may engage in additional work at the current hourly rate of pay as per Appendix A.

E. By mutual agreement the Board and Association agree to accept the guidelines established by the Instructional Council governing the placement and supervision of student teachers and the responsibilities of the supervisory master teacher.

ARTICLE XXVI – STUDENT DISCIPLINE and TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the principal shall be notified. The Board feels that the teacher and the specialists indicated above should work together to improve the case.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon a child's desirable characteristics. A teacher may use such force as is necessary, according to the law, to protect himself/herself from attack or to prevent injury to another student.

C. A teacher may ask the principal to exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

D. Procedure for suspension of students from school shall be distributed to students and teachers each year.

E. Any case of assault upon a teacher while on duty should be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may provide legal counsel and render all necessary assistance to the teacher in his/her defense.

G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

H. The Board will reimburse teachers for any loss, damages or destruction of clothing or personal property of the teacher while on duty in the school or on school premises in those cases where the school could have reasonably prevented the loss.

I. No action shall be taken upon any complaint by a parent of the student directed toward the teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

J. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross neglect of duty, for any damage or loss to person or property.

ARTICLE XXVII – INSTRUCTIONAL and PERSONAL POLICIES COUNCIL

A. There is hereby established a Joint Instructional and Personnel Policies Council (IPPC) consisting of four (4) representatives appointed by the Association and four (4) appointed by the Board. Advisory members may also be appointed by the council. The council shall meet regularly during the school year at least once monthly. The council shall report to the Board and Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation philosophy, projection of growth and organizational alternatives, development of a professional library and resource center as well as the determination of educational specifications for buildings, determinations of in-service educational programs and times, and other related matters.

B. The chairperson shall be selected by the IPPC. To assist the chairperson in the performance of his/her responsibilities, the Board shall provide secretarial assistance.

C. The council may appoint such professional study committees as are deemed necessary to provide continued evaluation and improvement in the services and opportunities offered **to** students and the community.

D. The council and its chairperson shall coordinate activity in curriculum and professional development. In the interest of continual improvement the Board shall authorize the IPPC to:

1. Schedule two (2) in-service programs per semester, one each semester may be used for parent-teacher conferences which may be two (2) half-day sessions.

2. In-service days need not be used in the same manner by all buildings.

3. Additional in-service days may be approved by the IPPC.

4. Conduct summer workshops when designed as an integral part of curricular development.

5. Authorize adequate conference attendance, visitations, and other educational study.

ARTICLE XXVIII – PROFESSIONAL GRIEVANCE PROCEDURE

A. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement or violation of any established policy shall be a grievance and shall be resolved through the procedure set forth herein.

B. In the event that a teacher, or the Association believes there is a basis for a grievance, the teacher or representative of the Association within thirty (30) working days of the time the teacher knew of the circumstances giving rise to the grievance, shall first discuss the alleged grievance with the building principal either personally or accompanied by the Association Representative. The grievance process may begin at the Superintendent's level when the building principal is not involved with an alleged incident.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher or representative of the Association may, within ten (10) working days, invoke the formal grievance procedure through the Association on the grievance report form, signed by the grievant and a representative of the Association. Said form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the building principal, it may be filed with the Superintendent or a representative designated by him.

D. Within five (5) working days of receipt of the grievance the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association. If the Association desires to proceed to the next step, it shall do so within fifteen (15) calendar days of the principal's disposition.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten [10] working days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) working days the Superintendent or his/her designee, shall meet with the Association concerning the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the superintendent, or if no disposition has been received within five (5) working days of such meeting the Association may proceed to a Board Level Hearing. This grievance hearing shall be heard in closed session, so long as it does not violate the open meetings act.

If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within fifteen (15) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated. The charging party shall file a Demand for Arbitration with the American Arbitration Association within fifteen (15) days from the notification date that arbitration will be pursued. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings.

G. The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary teacher.

2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).

3. Any matter involving the content of a teacher evaluation.

H. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

I. The fees and expense of the arbitrator shall be shared equally by both parties.

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

K. Miscellaneous

1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

2. No grievance shall be filed for or by any teacher after the effective date of his/her resignation.

3. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.

4. Settlements of grievances reached at Step One of the grievance procedure shall not be considered precedent-setting nor shall they prejudice either party in either promulgating or responding to later grievances.

ARTICLE XXIX – NEGOTIATION PROCEDURES

A. Representatives of the Board and representative/representatives from the Association's bargaining committee will meet regularly or as needed for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

B. Each party will submit to the other, prior to the meeting, an agenda covering what it wishes to discuss.

C. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed.

D. Should such a meeting result in a mutually acceptable amendment of the agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect tomorrow accommodations to resolve special problems.

E. The Association shall designate a teacher in each school building as Association Representative (A.R.). The Association Representative may ask to meet with the principal for the purpose of reviewing the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

F. Between March 1st and March 15th, of the year of expiration of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

G. Release time may be provided the Association's negotiating committee to permit the parties to alternately meet both during, and after the regular school hours for the purpose of reaching a successor agreement as rapidly as possible.

H. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and either may select its representatives from within or outside of the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification.

ARTICLE XXX – GUIDELINES for CLASS SIZE

The following guidelines are recognized as being desirable in the interest of good education for pupils enrolled in the Gladwin Community Schools and will be followed unless school income is insufficient to provide sufficient staffing to meet these standards.

Grade or Class	Ideal or Minimum	Reasonable	Maximum
Kindergarten	20	25	28
1st	20	25	30
2nd	20	25	30
3rd	20	25	30
4th	25	25	30
5th	25	25	30
6th	25	32	33
7th	25	32	33
8th	25	32	33

Grade 9 through 12	Ideal or Minimum	Reasonable	Maximum
Composition	15	20	28
English	25	30	35
Language	25	30	35
Mathematics	25	30	35
Social Studies	25	30	35
Science	25	30	33
General Business	25	30	35
Record Keeping	25	30	30
Accounting	25	30	30
Shorthand I	25	30	35
Office Practice I	25	30	35
Retailing	25	30	35
Business Law	25	30	35
Drafting	20	25	30
Home & Family Living	25	30	35
Art I & II	20	25	30
Crafts	20	25	30
Wood Tech.	15	20	30
Small Engines	15	20	30
Plastics I & II	15	20	30
Automotive I	15	20	30
Building Construction I	15	20	30
Drafting II	20	25	30
Home Economics I, II, III	20	25	30
Accounting II	16	20	30
Office Practice II	16	20	30
Shorthand II	16	20	30

Grade or Class	Ideal or Minimum	Reasonable	Maximum
Co-op	20	30	35
Automotive III & IV	16	20	24
Building Construction II	12	16	20
Clothing	15	20	28
Computers	15	20	28
Art II	12	16	20
Advanced Math	16	25	30
Adv. Language & Publ.	20	25	30
Agriculture I & II	20	30	35
Agriculture III & IV	15	25	30
Typing I	25	40	55
Physical Education	25	40	50
Band – H.S. & Jr. High	40		open
Band – 6th Grade	30		45
Chorus – Beginning	25	33	40
Chorus – Advanced	25		open
Science –Health	25	30	35

Consideration will be given to smaller classes in remedial sections of pupils.

ARTICLE XXXI – MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. The individual teacher contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual teacher contract and the individual teacher contract is expressly conditioned upon this Agreement. Individual teacher contracts shall be mailed to teachers within three (3) weeks of the beginning of the school year. The individual contract and any supplemental contract hereafter executed shall be provided to the association.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy written or sold by the District.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

E. Copies of this Agreement titled "Professional Agreement between the Gladwin School District and the Gladwin Educational Association, M.E.A./N.E.A." shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed, and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further that the Board shall furnish twenty- five (25) copies of the Master Agreement to the Association for its use.

F. The Gladwin Education Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, State of Michigan, as amended) by teachers, are contrary to law and public policy. The Board and the Association subscribed to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Gladwin Education Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support and strike against the Board by any teacher or group of teachers. This section will be deleted from the Agreement when strike legislation regarding teacher strikes is in effect and signed by the Governor of the State of Michigan.

G. Sections of this contract may be temporarily suspended by the mutual agreement of the Board and the Association. Changes resulting from the suspension of any section of the contract must be ratified by the Board and Association.

H. The Board and the Association agree to work together to add the time and/or days necessary to secure full State Aid, while recognizing the increased staff workload, at no additional cost to the district beyond the agreed upon salary schedule.

I. SITE BASED DECISION MAKING

1. The Gladwin Community School Board and the Gladwin Education Association (GEA) agree to explore a process of decision making that will place greater authority and responsibility for educational decisions within building sites. The Association agrees to establish within each building site, a building council which shall include representatives from each grade and/or department and an administrator from that site.

2. It shall be the responsibility of each council to address the concerns of staff and administration at that building site including those concerns related to contract language and Board policies. Requests for temporary waivers of policy or contract language shall be directed to a joint committee of School Board and Association representatives. Committee recommendations for temporary changes in Board policies or contract language must be approved by the Board and Association prior to implementation.

3. Waivers of Board policies or contract language shall not be precedent setting and shall apply only to the site making the waiver requests. All waivers shall remain in effect for no longer than one contract year unless specifically granted an extension by the Board and the Association. Building site councils shall evaluate the effectiveness of policy and/or contract waivers and report the results of their evaluation to the joint committee.

J. If an emergency financial manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XXXII – DURATION of AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until the 30th day of June, 2013. This Agreement shall not be extended orally but can be extended by written mutual agreement.

GEA

By _____
Its President

By _____
Its Secretary

By _____
Chairperson, Negotiating Com.

By _____
Negotiating Committee Person

By _____
Negotiating Committee Person

By _____
Negotiating Committee Person

By _____
Negotiating Committee Person

By _____
Negotiating Committee Person

By _____
Negotiating Committee Person

BOARD OF EDUCATION

By _____
Its President

By _____
Its Vice-President

By _____
Treasurer

By _____
Secretary

By _____
Trustee

By _____
Trustee

By _____
Trustee

Dated this 11th day of September 2012

APPENDIX A
SCHEDULE A
2012-2013
SALARY SCHEDULE

	BA	BA+20	MA	MA+15	EDS MA+MA
0.	$33832	$35524	$37215	$38908	$40599
1.	35524	37300	39076	40854	42629
2.	37215	39076	40938	42798	44659
3.	38908	40854	42798	44743	46688
4.	40599	42629	44659	46688	48719
5.	42290	44406	46519	48635	50750
6.	43983	46181	48381	50579	52778
7.	45674	47958	50240	52525	54809
8.	47365	49734	52102	54470	56839
9.	49058	51510	53962	56417	58869
10.	50750	53285	55823	58360	60898
11.	52441	55064	57686	60306	62928
12.	52442	55065	57687	60307	62929
13.	52443	55066	57688	60308	62930
14.	52444	55067	57689	60309	62931
15.	54132	56839	59545	62251	64959
16.	54133	56840	59546	62252	64960
17.	54134	56841	59547	62253	64961
18.	54135	56842	59548	62254	64962
19.	54136	56843	59549	62255	64963
20.	55823	58615	61405	64198	66988
21.	55824	58616	61406	64199	66989
22.	55825	58617	61407	64200	66990
23.	55826	58618	61408	64201	66991
24.	55827	58619	61409	64202	66992
25.	57515	60391	63268	66142	69019

MA+MA means two (2) Master Degrees have been conferred.

If the blended student count is 1804 or greater there will be a 1% raise off schedule

Rate of Pay for certified personnel in extra duty assignments will be:

Rate of Pay	Faculty Director
$ 25.54	$ 28.46

SCHEDULE B

EXTRA CURRICULAR SALARIES

HIGH SCHOOL		**%**
Band Director		10%
Class Sponsors - 12th Grade		5%
11th Grade		3%
10th Grade		2%
9th Grade		1%
Future Farmers		5%
Club Sponsors (Science Olympiad, Quiz Bowl, DECA, BPA, Key Club, German, Spanish, Science Club, NHS, Theatre		1%
Academic Competition Advisors		1%
School Play - Minimum 2 Plays	4% per play	8%
Year Book		8%
Student Council		5%
Store Manager		2%
Pompon (per session)		3%
Choral Director		8%
Cheerleading Advisor	(2 sections) 3% fall	6%-8%
5% winter if competitive cheer- if not then 3% winter		
Major Sport Head Coach	(football)	10%
	(basketball)	10%
Major Sport Assist. Coach	(football, basketball)	7%
Major Sport Head Coach	(golf, cross-country, track & field, softball, baseball, volleyball, wrestling, soccer)	7%
Major Sport Assist. Coach	(golf, cross-country, track & field, softball, baseball, volleyball, wrestling, soccer)	5%
Tech Sound and System Manager		4%
JUNIOR HIGH SCHOOL		
Class Sponsors - 8th		1%
7th		1%
6th		1%
Jr. High Basketball coach 7% if assist with HS program through the HS season, 5% if only Jr. High coach		5%-7%
Yearbook Advisor		2%
Cheerleading Advisor	(2 sections) 1%per session	2%
Club Sponsors (Builder's Club, Science Olympiad)		1%
ELEMENTARY SCHOOL & INTERMEDIATE SCHOOL		
Elementary Activity - Art Fair		1%
Music Festival		1%

Percentage on the supplemental schedule shall be figured on each teacher's degree schedule. Years of experience shall reflect the years of experience in each area of the supplemental activity.

Years of experience shall count for the same sport if coaching either boys or girls. One year of experience will equate to a school year if coaching both boys and girls in the same year.

Gladwin Community Schools

Calendar for 2012-2013
School Year

Professional Day (No students).....August 28, 2012
Professional Day (No students) .....August 29, 2012
Professional Day (No students) .....August 30, 2012
First Day for Students..... September 4, 2012
End, First Marking Period ..... November 2, 2012
½ Day for Students..... November 8, 2012
Parent Teacher Conferences ..... November 8, 2012
½ Day for Students& Staff..... November 9, 2012
Deer Season (No School) .....November 15, 2012
Professional Day (No students) ..... November 16, 2012
Thanksgiving .....November 22&23, 2012
Christmas Break Begins (No School).....December 22, 2012
Back to School .....January 2, 2013
End 1st Semester .....January 18, 2013
Teacher Records Day (No Students).....January 21, 2013
Professional Day (No students) .....January 25, 2013
Winter Break (No School).....February 4, 2012
Winter Break (No School).....February 22, 2013
End Third Marking Period ..... March 22, 2013
Spring Break Begins (No School)..... March 29, 2013
Back To School..(Monday)..... April 8, 2013
Professional Day (No students) .....April 15, 2013
Memorial Day..... May 27, 2013
Exams ..... May 28, 2013
½ Day for Students (Exams)..... May 29, 2013
½ Day for Students (Exams)..... May 30, 2013
Teacher Records Day..... May 31, 2013

APPENDIX C - TENURE TEACHER CONTRACT OF EMPLOYMENT

This AGREEMENT made this day _____, 20____ between the GLADWIN COMMUNITY SCHOOL DISTRICT, hereinafter called the District, and _____ _____, hereinafter called the Teacher, for the school year _____.

WITNESSETH:

1. CERTIFICATION - It is represented that said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed if it shall be suspended or revoked by proper legal authority.

2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Contract.

3. The Provisions of this Contract are subject to the terms and conditions to be determined in the Master Agreement, if developed, between the GLADWIN EDUCAITON ASSOCIATION and the BOARD OF EDUCATION.

4. CONTRACT AND FINANCIAL INFORMATION:

   Scale _____, Salary $_____, Bi-Weekly Amount _____
   First pay to be on or about _____.

   Said Contract shall be for one year; shall commence _____, 20___, and shall terminate on _____, 20___, to coincide with the terms of the Master Agreement.

   If the Teacher is assigned to a position other than as a classroom teacher, the Teacher shall not be deemed to be granted continuing tenure in such capacity or capacities.

5. EXTRA DUTIES AND/OR EXTRACURRICULAR COMPENSATION:

   It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or extracurricular compensation shall have a non-tenure status.

In witness whereof the parties hereto have set hereunto their hands and seals this day and year above written.

Signed _____ Signed _____
Teacher Superintendent

Address _____
_____

APPENDIX D - PROBATIONARY TEACHER of EMPLOYMENT

This AGREEMENT made this day _____, 20___ between the GLADWIN COMMUNITY SCHOOL DISTRICT, hereinafter called the District, and _____ _____, hereinafter called the Teacher, for the school year _____.

WITNESSETH:

1. CERTIFICATION - It is represented that said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed if it shall be suspended or revoked by proper legal authority.

2. EMPLOYMENT AND DUTIES - Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this Contract.

3. The Provisions of this Contract are subject to the terms and conditions to be determined in the Master Agreement, if developed, between the GLADWIN EDUCAITON ASSOCIATION and the BOARD OF EDUCATION.

4. CONTRACT AND FINANCIAL INFORMATION:

   Scale _____, Salary $_____, Bi-Weekly Amount _____
   First pay to be on or about _____.

   Said Contract shall be for one year; shall commence _____, 20___, and shall terminate on _____, 20___, to coincide with the terms of the Master Agreement.

   If the Teacher is assigned to a position other than as a classroom teacher, the Teacher shall not be deemed to be granted continuing tenure in such capacity or capacities.

In witness whereof the parties hereto have set hereunto their hands and seals this day and year above written.

Signed _____ Signed _____
Teacher Superintendent

Address _____
_____

APPENDIX E

SUPPLEMENTAL CONTRACT

This supplemental assignment(s) is made this _____date of _____, 20___, between the _____ State of Michigan and _____ hereinafter called Teacher. Said teacher agrees to be assigned to the supplementary assignment(s) of :

	Supplementary Assignment	Supplementary Pay
A.	_____	_____
B.	_____	_____
C.	_____	_____

in the _____ School for the school year of 20___ - 20___. This assignment(s) is in addition to and beyond the duties of your regular contract of employment. You shall be paid for this supplementary assignment(s) to total sum of $ _____ and this shall not constitute a tenure payment or a tenure assignment.

_____ (Teacher)

_____ (For the School)

APPENDIX F

Code of Ethics - Preamble

The educator believes in the worth and dignity of man. He/she recognizes the supreme importance of pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He/**she** regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education and engages him/herself, individually and collectively with other educators, to judge his/her colleagues and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I - Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as (a) worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

PRINCIPLE II - Commitment to the Public

The educator believes that patriotism in its highest form required dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

PRINCIPLE III

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He/she therefore exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning and programs of professional organizations.

PRINCIPLE IV - Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personal relationships with governing boards are build upon personal integrity, dignity and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

GLADWIN COMMUNITY SCHOOLS

District School Improvement Plan for the District School Improvement Team (DSIT)

Adopted: IPPC/Curriculum May 16, 1989
Approved: Board of Education August 22, 1989
Revised: IPPC/Curriculum October 3, 2007

INTRODUCTION

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INTRODUCTION TO THE PLAN

The District School Improvement Plan described on the following pages is intended to provide a set of guidelines and procedures which will facilitate the review, monitoring, development of curriculum, procedures for proposal adoption, and guidelines for textbook selection and adoption. The plan also describes the curriculum committee structure and representation.

District School Improvement Team (DSIT)

General Statement of Purpose

The prime responsibility of the DSIT is to serve as a communications and coordination body with the ultimate goal of improving the quality of the instructional programs resulting in improved student achievement. It shall also coordinate and oversee the school improvement process. Its authority resides in Article XXVII of the Master Agreement. Its purpose is to review and make recommendations for current and proposed educational programs that are concerned with the present and future needs of children in the Gladwin Community Schools.

Rationale

Effective curriculum development requires collaboration and shared decision making. In order for the decision-making process to provide a sense of ownership for all teachers and administrators who must implement the curriculum, a system of representation and of communication must be established. Such a process provides the structure for effective curriculum development.

The District School Improvement Plan is designed to ensure that each curricular area will continuously monitor and review its program. It also provides an orderly process for proposing curriculum changes and for having them considered by District School Improvement Team (DSIT), and the Board of Education.

Objectives of the District School Improvement Plan

1. Provide a process of curriculum review and development to encourage the involvement of those affected.

2. Ensure that each curriculum area engages in an ongoing process of review.

3. Provide K-12 articulation, continuity, and balance of each subject area.

4. Ensure documentation of the K-12 curriculum through the development of a course of study for each subject area.

5. Provide adequate communication and representation among and within grade levels, buildings, and

subject areas.

6. Ensure taking into account national and state guidelines and best practices based on scientific research.

7. Provide a process that adjusts instructional practices that respond to the needs of the students with input from the community.

8. Provide building school improvement teams with adequate support for: exploring, reviewing, developing, and implementing new and revised programs.

9. Review proposals for curriculum needs.

10. Provide for review of the District School Improvement Plan itself.

THE DISTRICT SCHOOL IMPROVEMENT TEAM

I. COMPOSITION

A. Four (4) voting members, one (1) from each building SIT, who is a member of the EA B. Four (4) voting members appointed by the Board of Education C. Non-voting advisory members may be appointed by DSIT D. The superintendent, serving as a non-voting member, votes only in the event of a tie E. Meetings will be conducted according to Parliamentary Procedures

II. DUTIES AND RESPONSIBILITIES OF DSIT REPRESENTATIVES

A. Communicate

A major responsibility is to serve as communications liaison between the staff of the building he/she represents and the District School Improvement Team.

1. Keep the DSIT informed about staff curriculum concerns and needs as determined by building SITs.

2. Keep staff informed about proceedings at DSIT meetings.

3. Inform staff members about proposals that will affect them and their curricular area. 4. Make copies of all reports and proposals available to interested persons.

B. Other

In addition to the previously mentioned responsibilities, other specific duties include:

1. keeping a file of DSIT subcommittee reports and proposals.

2. attending all meetings.

3. reading all reports and proposals.

4. acquiring staff input before making a decision.

C. Curriculum Director/Superintendent

1. Will be a non-voting member of all study committees and assist when needed.

2. Will initiate curriculum study as indicated by achievement data and school improvement team input.

3. Will act as a liaison between DSIT and the Board of Education.

III DSIT MEETING DATES

A. Will be established at the Board of Education's organizational meeting held at the beginning of each new school year in July.

B. Will meet monthly, additional meetings may be scheduled as necessary.

OPERATIONAL GUIDELINES FOR BUILDING SCHOOL IMPROVEMENT TEAMS

Building School Improvement Teams need to analyze data from various sources (such as MEAP, ITBS, DIBELS, MME, and Benchmark Assessments) to determine areas of strengths and weaknesses in student achievement. Based on the data, building SITs will set specific measurable goals. They will develop a plan to accomplish those goals. Program needs necessary to achieve goals will be formally proposed to DSIT for approval. Any approved proposals will require written follow-ups as scheduled by DSIT. Follow-ups must include data to demonstrate the relative success or failure of the implemented proposal.

I. Responsibilities of the DSIT

A. To review the instructional program of the building.

B. To develop subcommittees to study and make recommendations to DSIT for initiating new programs, revising on-going programs, and evaluating the curriculum.

C. To study and make recommendations involving professional staff development opportunities, through workshops and in-service training programs and activities.

D. Function as a curriculum problem-solving group and a means for bringing about desirable curriculum change.

E. To provide procedures for reviewing on-going curriculum programs, and make the necessary recommendations.

F. To gather and provide data to be used by the DSIT in reviewing and evaluating new and ongoing curricular programs.

G. Ensure communication with other building SITs when necessary for vertical alignment.

H. Meet monthly and at such other times as the SIT may determine.

II. School Improvement Team (SIT) Composition

A. Will have, at a minimum, representation from all building core departments and/or grade levels where appropriate.

B. Will have teacher, administrative, and parent representation.

III. Procedures

A. Chairperson is to be selected at the first meeting.

B. All SIT recommendations or proposals must be in compliance with the "DSIT Request Format."

IV. Reporting

A. Periodic progress reports should be made to keep DSIT informed. Follow-up dates are included in the format. (See Appendix A)

B. Any proposals must be typed and submitted to the DSIT secretary at least one (1) week prior to the DSIT meeting.

C. Follow-up reports must be submitted in writing and may be presented at the time of the DSIT meeting. Copies are to be provided for all DSIT members.

D. SITs must communicate with all teachers who would be affected by any program prior to requesting the DSIT support and approval of any proposals and recommendations.

DSIT Guidelines for School Improvement Teams

When a School Improvement Team's building or departments approach DSIT for approval for curricular changes, professional development opportunities, or funding, the following information must be presented.

1. **Evidence of Need.** The request must be in direct support of the goals outlined in the school improvement plan. Evidence of this connection needs to be made clear.

A. If the request is departmental, the department needs to span grades K-12. Transitions from building to building and grade to grade need to be accounted for. Support for the change/program should be garnered from all levels.

B. If the request is for a building, the transitions to and effects on other buildings need to be accounted for. Support from a majority of the staff should be demonstrated.

2. **Supporting Data.** Ultimately, facts are needed to show the likelihood that the proposal will increase student achievement. Data showing that the request is meeting our direst needs is also necessary. Limited funds means that only the highest of academic priorities can be considered at this time.

3. **Cost.** The financial implications of the request must be researched.

4. **Other Options Considered.** Explain what other options were considered and why they were rejected.

5. **Follow-up Date.** It is expected that a date be set where the SIT will report on the progress of the request and share the product prepared as a result of their work. School Improvement Teams should be prepared to show data that clearly shows what impact their request has had on student achievement.

Appendix A

DSIT Proposal Format

Request for:

Date: Building: Contact Person:

The Proposal:

Data Providing Evidence of Need: Supporting Data for the Proposal:
Cost of the Proposal (Initial and On-going):

Other Options Considered and Why They Were Rejected:

Follow-up Date and Data to be Provided:

DSIT Proposal Format

Request for: Summer School

Date: May 16, 2007 **Building:** Elementary **Contact Person:** Super-Teacher

The Proposal: Offer summer school for basic reading skills on: August 6-23, M - Th, 8 a.m.- 11:30 a.m.

Data Providing Evidence of Need:

DIBELS scores have shown that an average of 20% of students score lower in the fall on the basic reading skills vs. the previous spring. This drop makes it difficult to make the gains necessary to reach the benchmarks by the end of the year. Middle scoring groups continue to fall behind in reading throughout the year because the benchmark is raised and they have difficulty catching up. Our school improvement plan requires that students be provided opportunities for extended practice and remediation in reading.

Supporting Data for the Proposal:

Attached: Graphs of the At-Risk data on our students

Peters, Ph.D., R. A., (June 21, 2005). Stanch your kid's summer learning loss. Retrieved from the Internet on September 9, 2007 from: http://www.msnbc.msn.com/id/8146912/

Boss, S. & Railsback, J., (September 2002). Summer School Programs: A Look at the Research, Implications for Practice, and Program Sampler. Retrieved from the Internet on September 9, 2007 from: http://www.nwrel.org/request/2002sept/textonly.html

Cost of the Proposal (Initial and On-going):

Teachers (10 students per teacher maximum). Approximately 80 students will be recommended for summer school. We anticipate about half of those will attend. 4 teachers @ approximately $94.50 per day x 14 days (2 days to set up and clean up) _$5292.00 Snacks: $300 Travel Stipend for Parents ($3 per day per student) : 40 students x 3 = 1440.00 Supplies: $500

TOTAL = $7082.00

Other Options Considered and Why They Were Rejected:

1. No summer school - rejected because once scores drop it is hard to bring them back up due to ever-increasing benchmark requirements.

2. In-school intervention - rejected because daily intervention is already being done and showing that it is not enough. Teachers are trying to make up the loss before new instruction can move along. Even though progress is being made, the benchmark bar rises rapidly.

3. Put all at-risk students in summer school - rejected because our data shows that students at extreme risk would not gain enough in three weeks to raise their scores to benchmark and they need a longer, term type of intervention.

Follow-up Date and Data to be Provided:

October 2007 DSIT meeting. The September 2007 DIBELS scores will be provided.

Appendix B

DISTRICT SCHOOL IMPROVEMENT TEAM

TEXTBOOK RECOMMENDATION FORMAT

I. Statement of Need for Textbook Study

II. Recommended Textbook Bibliographical Data A. Title

B. Author

C. Publisher

D. Copyright

III. Readability

A. Model Used (Fry, Snog, Etc.)

B. Grade Range

IV. Verification that the text is aligned with the State of Michigan Standards and Benchmarks

V. Textbook/Materials Review Form (Appendix C)

VI. Professional Development Needs and Plans

VII. Evidence of Scientifically Based Research VIII. Costs:

A. Initial Costs

1. Textbooks
2. Supplementary Materials 3. Others

B. On-going Costs

IX. Textbook Study Committee Membership

Appendix C

TEXTBOOK/MATERIALS REVIEW FORM

Note: This checklist is to be used as a general guide. Each K-12 subject area committee should determine which of the characteristics listed are of primary importance (or which ones, if unsatisfactory, should cause a rejection of the text immediately). Additional characteristics, specific to the subject area needs, should also be specified. Finally, the content and skill objective (and perhaps affective objectives) for the subject area should be available for reference.

Subject Area: Grade Level:

Title (Text A): (Text B):

Authors(s):

Publisher: Copyright Date:

Evaluator: Date Reviewed:

SUMMARY

EXCELLENT GOOD ACCEPTABLE POOR NI NA

I. General Characteristics

II. Physical Features

III. Format and Organization

IV. Subject Matter Content (Alignment to GLCEs or HSCEs)

V. Teaching/Learning Aids

and

Supplementary Material

VI. Teacher's Edition or Manual

VII. Additional Characteristics

VIII. Scientific Research

Calculated Reading Grade Level: (See Fry Readability Graph)

Comments and Recommendations:

Key 4 = Excellent

3 = Good

2 = Acceptable

1= Poor

NI = Not Included

NA = Not Applicable

I. GENERAL CHARACTERISTICS

A. Author's purpose and philosophy in writing textbook: Suitable for subject area and students of the community

B. Current publication date (if text is a revised publication: New version reflects significant change)

C. Cost

1. Reasonable initial cost
2. Reasonable on-going costs (for workbooks, etc.)

II. PHYSICAL FEATURES

A. Attractive, well designed, overall appearance

B. Binding, cover, paper durable

C. Type, spacing appropriate

D. Illustrations (appropriate for grade level; up-to-date; accurate picture of today's society; placed near reference in text)

E. Tables, graphs, charts, diagrams (appropriate for grade level; Illustrated clearly and easy to read; placed near reference in text)

III. FORMAT AND ORGANIZATION

A. Table of Contents useful

B. Index well developed

C. Glossary adequate

D. Chapter summaries useful

E. Headings and sub-headings useful

F. Italics and bold type used purposefully for getting an overview

G. Organized clearly and in logical sequence

H. Continuity between chapters

IV. SUBJECT MATTER CONTENT

A. Fulfills most of Michigan's Standards and Benchmarks (GLCEs/HSCEs)

* Coverage of skills

* Coverage of content

B. Presents material accurately (when controversial issues included, presented objectively reflecting representative points of view)

C. Content up-to-date

D. Readability suitable for grade level (see also calculated readability)

E. Of interest and appeal to students (examples relevant, connections to life made when appropriate, not dated)

F. Avoids stereotyping, biases, prejudices

1. Sexes in equal balance - language and pictures

2. Races and ethnic cultures - positive image, language, and pictures

V. TEACHING /LEARNING AIDS AND SUPPLEMENTARY MATERIAL

A. Each lesson/chapter/unit provides appropriate activities that develop objectives, provide practice and/or application.

1. Activities

2. Exercises and/or drills

3. Questions/problems

4. "Best Practices"

B. Each lesson/chapter/unit provides activities for individual differences in ability and interest

C. Each lesson/chapter/unit provides activities that are stimulating, varied, and provide for extension of thinking

D. Directions clear and complete

E. States the objectives of lesson, chapter, etc.

F. Lists supplementary resources (enrichment reading, audio-visual, etc.)

G. Testing materials test major objectives

H. Provides workbook that gives additional practice

VI. TEACHER'S EDITION OR MANUAL

A. States the specific objectives for each lesson, chapter, unit

B. Suggests enrichment activities

C. Suggests remedial /intervention activities

D. Includes a reproduction of each page of student text

E. Provides answers to all problems, questions, exercises

F. Provides supplementary or background information for teachers

VI. ADDITIONAL CHARACTERISTICS (ATTACH A SHEET)

VII. SCIENTIFIC RESEARCH

Curriculum QUESTions Vision

Gladwin Community Schools received the 2008 Education Excellence Awards for their curriculum reform. Gladwin Community Schools has traditionally had very high achievement scores, but we realized in the past few years we had lost our focus and it showed. Student achievement had slipped to unacceptable levels. After considering several "quick fix" options, we decided that we needed a system-wide culture change to be more focused on achievement. That change was the Curriculum QUESTions Vision.

QUESTions are a K-12 initiative designed to facilitate systematic change in the way we educate children. The process is an extension of the work on professional learning communities by Richard Dufour, and focuses on answering five curriculum questions:

- **What do we teach?** First and foremost our curriculum must be aligned with state standards. Teachers must be given the time and guidance to become intimately aware of the content expectations. This continues to be done through professional development within the district and through the RESD.
- **When do we teach?** Through the development of pacing guides, our teachers have articulated a focused plan of instruction that will ensure that all objectives are taught at the appropriate grade level. Pacing guides are adjusted according to student need by analyzing MEAP results and Benchmark Assessment results.
- **How will we know if the students have learned?** Each core content area at each grade level administers a quarterly assessment. These assessments test the specific content expectations outlined in the pacing guides. The tests are scored at the district level and data is returned to the teachers and administrators within one week of the test date.
- **How do we teach?** As benchmark assessments identify weaknesses in or instructional methods, the school has responded with direct and focused professional development.
- **What will we do with those students who have not learned?** Following the pyramid of intervention model, teachers and administrators are working collaboratively to institute interventions for those students who do not meet the standard performance level on the benchmark assessment.

This process is unique in that it is a systemic approach to raising achievement. Rather than relying on the trend of the day, or fragmented strategies, our process relies on a change in the way we approach all aspects of the learning process- a true cultural shift. Over the course of the implementation, teaching staff were given the time to work in content area and grade level teams to study the state content area expectations and to develop pacing guides that articulate when the objectives are to be taught. The pacing guides are common to the particular level. For instance, all fifth-grade teachers use the same pacing guide in the core content areas, just as all high school algebra teachers use the same pacing guide.

Once the pacing guides were complete, staff was given training and time to develop common assessments aligned with the pacing guide. Each of the assessments was juried by a group of trained staff members prior to being given the first time. These assessments are given quarterly to all students K-12 and are scored at the district level. Test scores have shown improvement and the staff is pleased with the results. The results of the assessments are disaggregated according to many different criteria including all MEAP data fields such as content strand and sub-group. The benchmark assessments provide us with real time data as opposed to waiting for the yearly MEAP reports. We are now much more capable of making data driven decisions during the course of the school year in response to our students' actual performance.

After reviewing the data, individual teachers or small groups of teachers meet with their building leaders to discuss the data and make plans for improvement. These discussions constantly refer back to the five curricular QUESTions. The results of these meetings are shared with the building school improvement teams, who are then tasked with developing the student interventions, professional development or curricular adjustments necessary to increase achievement.

Each building-level improvement team brings its plan to the district-level improvement team for final approval and allocation of funds. This ensures vertical alignment and compatibility across the district. Through this process we can go from idea to implementation in less than a month.

Another unique aspect of this program is that any approved student intervention, professional development or curricular adjustment is evaluated to determine whether or not the change resulted in an achievement increase. Strategies that raise achievement are kept while those that do not are modified or abandoned.

This process is a true evolution in the way we approach teaching our students. The QUESTions have taught us that we cannot increase learning while working in isolation. We must strive to collaborate with, and support one another. The teaching staff is fundamental in this process. The Curriculum QUESTions Vision is not a means to an end, but a process that will continuously press us to look at what we are doing and the results that we are getting.

Gladwin EA Grievance Form

Grievance No. _____

Building Assignment _____

Name of Grievant _____

Date filed _____

Distribution of form:
1. Superintendent _____
2. Principal _____
3. Association _____
4. Teacher _____

STEP I

A. Date cause of Grievance occurred _____

B. 1. Statement of Grievance _____

_____

2. Section of contract violated _____

3. Relief sought _____

_____ _____
Signature Date

C. Disposition by Principal _____

_____ _____
Signature Date

D. Position of Grievant and/or Association _____

_____ _____
Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____ _____
Signature Date

STEP III

A. Date received by Board of Education or Designee

_____

B. Disposition of Board _____

_____ _____
Signature Date

C. Position of Grievant and/or Association _____

_____

_____ _____
Signature Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____ _____
Signature of Arbitrator Date of Decision

GEAgrvfrm
contract dsk

LETTER OF AGREEMENT
BETWEEN THE

GLADWIN EDUCATION ASSOCIAITON
AND
GLADWIN COMMUNITY SCHOOLS

The Gladwin Education Association and Gladwin Community Schools agree during the term of 2012-2013 that if the court or legislature overturn or enact statutes which alter the 2011 prohibited subjects as set forth in MCL 423.215, the parties will engage in good faith negotiations to address discipline/discharge, layoff/recall, vacancies and assignments and evaluations to the extent required by law and consistent with any relevant provisions of the Teacher Tenure Act, The Public Employment Relations Act, The Revised School Code or any other relevant state or federal law. Good faith negotiations shall be interpreted in accordance with the Michigan Employment Relations Commission ("MERC") and judicial case law.

This Agreement shall expire June 30, 2013.

FOR THE SCHOOL DISTRICT

_____

Its:_____

Date:_____

FOR THE ASSOCIATION

_____

Its:_____

Date:_____