

AGREEMENT

between the

**GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

GAYLORD EDUCATION ASSOCIATION/MEA

September 1, 2017 – August 31, 2019

TABLE OF CONTENTS

PART	TITLE	PAGE
COVER	1
TABLE of CONTENTS	2
AGREEMENT	3
ARTICLE 1	Recognition.....	4
ARTICLE 2	Board Rights.....	5
ARTICLE 3	Teachers Rights.....	6
ARTICLE 4	Professional Behavior.....	8
ARTICLE 5	Professional Compensation.....	9
ARTICLE 6	Teaching Hours and Conditions.....	11
ARTICLE 7	Protection of Teachers.....	13
ARTICLE 8	Transfers and Qualifications	14
ARTICLE 9	Ancillary Staff Evaluation.....	15
ARTICLE 10	Reductions in Ancillary Personnel and Annexation, Consolidation, or Other Reorganization of the District.....	16
ARTICLE 11	Department Chairpersons.....	18
ARTICLE 12	Health Related Issues.....	19
ARTICLE 13	Leaves.....	20
ARTICLE 14	Insurance.....	26
ARTICLE 15	Severance Allowance/Retirement Incentive.....	27
ARTICLE 16	Grievance Procedure.....	28
ARTICLE 17	Negotiations Procedures.....	31
ARTICLE 18	Strike Prohibition.....	32
ARTICLE 19	Miscellaneous Provisions.....	33
ARTICLE 20	School Improvement or Reform Plans.....	35
ARTICLE 21	Surveillance.....	36
ARTICLE 22	Least Restrictive Environment.....	37
ARTICLE 23	Medically Fragile Students.....	38
ARTICLE 24	Mentor Teacher.....	39
ARTICLE 25	Duration of Agreement.....	40
APPENDIX A	Schedule A – Wages/Salaries.....	41
APPENDIX B	Schedule B – Athletics/Academics.....	47
APPENDIX C	Calendar.....	50
APPENDIX D	Kindergarten Program.....	52
APPENDIX E	Social Worker Staff Evaluation.....	53
APPENDIX F	Mileage	55
APPENDIX G	Grievance Form.....	57
APPENDIX H	Plan B (Not Electing Health Insurance).....	59
APPENDIX I	Vision Information.....	60
APPENDIX J	Dental Information.....	61
APPENDIX K	Life Insurance Information.....	62
APPENDIX L	Long Term Disability Information.....	63
APPENDIX M	FMLA.....	64

AGREEMENT

This AGREEMENT, entered into this 1st day of September 2017 by and between the BOARD OF EDUCATION OF THE GAYLORD COMMUNITY SCHOOLS, of Gaylord, Michigan, hereinafter referred to as BOARD, and the GAYLORD EDUCATION ASSOCIATION/MICHIGAN EDUCATION ASSOCIATION, hereinafter referred to as ASSOCIATION.

WITNESSETH;

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

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

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

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

IN CONSIDERATION of the following mutual covenants,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the GEA/MEA as the sole and exclusive bargaining representative, as defined in Section II of the Public Employment Relations Act for the contracted, certified personnel; teachers; counselors; and, social workers, including employees in those classifications on tenure, probation, and leave; but excluding administrators, supervisors, substitutes and all other employees. Hereinafter, the term “ancillary staff” shall refer to bargaining unit members whose employment is not subject to the Michigan Teachers’ Tenure Act, such as social workers and noncertificated counselors.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the GEA/MEA for the duration of this Agreement.
- C. This Agreement shall be binding upon both parties and shall supersede any rules or regulations or practices that are contrary to the specific terms of this Agreement. Any other actions or practices initiated by, imposed or entered into between individuals or parties not specifically negotiated and written into this Agreement will be in violation and subject to grievance. Both parties may, however, mutually agree to meet and renegotiate changes or additions to this Agreement at any time in its duration.
- D. The Board shall also make payroll deductions, upon written authorization from teachers, for annuities, credit unions, savings bonds, charitable donations, life insurance options, or any other plans or programs drawn up, if approved by the Board.
- E. In the event of any legal action against the Gaylord Community Schools, its Board of Education, individual members of the Board of Education and/or its administrative employees and agents brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The employer gives full and complete cooperation to the Association and permits the Association intervention as a party if it so desires, and
 - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses, and making relevant information available at both trial and appellate levels.

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

ARTICLE 2 – BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the Electors of the District, anything herein to the contrary notwithstanding, retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States and the laws and regulations of local governmental units, including the right to the executive management and administrative control of the school system, its property, facilities, and employees, including the right to:
1. Manage and control its programs, services, equipment, facilities, and its operations and to direct the working forces and affairs of the School District.
 2. Continue its rights of assignment and direction of personnel, determine the number of personnel (including the right not to fill positions for the purpose of attrition) and scheduling of all the foregoing.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations and to define job content and position descriptions.
 5. Determine the qualifications of employees, including essential job functions of employees.
 6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, departments, divisions, or subdivisions, buildings, other facilities, services or third party contracts.
 7. Determine the financial policies, including all accounting procedures and record-keeping requirements.
 8. Determine the policies affecting the selection, testing, or training of employees.
 9. Establish in-service training programs for employees.
 10. The executive management and administrative control of the school system.
- B. The exercise of its rights, powers, duties, authority, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the explicit and express terms of this Agreement and then only to the extent that such are so specifically and expressly abridged, modified or limited.
- C. Nothing in this Agreement shall be construed to limit in any way the board's right to operate the school system efficiently and economically and the Board retains all of the rights, functions, and authority which it had prior to the existence of an Agreement with the Association.

ARTICLE 3 – TEACHERS’ RIGHTS

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

ARTICLE 3 – Continued

- G. The Board may place on the agenda of each regular meeting for consideration under “New Business” any matters brought to its attention by the Association so long as those matters are made known at least four (4) days prior to said regular meeting.
- H. The provisions of this Agreement shall apply without regard to race, creed or religion, color, political affiliations, national origin, age, sex, or marital status except as otherwise prescribed in this Agreement.
- I. Schools potentially identifiable as failing to make adequate yearly progress:

Before a final determination is made by the State identifying an elementary or secondary school for school improvement under 20 USC 6316(b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8) of ESEA, the Employer shall cooperate with the Association by providing its representatives an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, it shall provide supportive evidence within the time allotted to the District, which shall consider that evidence before making a final determination. In addition, the parties will commence bargaining any changes in working conditions that may apply to a failing school.

ARTICLE 4 – PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable rules, regulations, policies and directions adopted by the Board or its representatives that are not inconsistent with the provisions of this Agreement.

- B. The Association recognizes that gross abuses of sick leave or other leave, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by ancillary staff reflect adversely upon the profession and create undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior by any ancillary staff.

ARTICLE 5 – PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in the Agreement. The daily rate of pay is calculated by dividing the annual salary by the number of scheduled teacher work days in the school year.
- B. The salary schedule is based upon a normal weekly teaching load within the calendar year during normal teaching hours. Salary steps are based on years of teaching experience. Sixty (60) to one hundred nineteen (119) days of continuous employment shall earn a half year of credit toward the next pay step, one hundred twenty (120) to one hundred eighty (180) days of continuous employment shall earn one step on the pay scale for the succeeding school year. There shall be no additional compensation for extra-curricular activities except in accordance with this Agreement.

When teachers substitute on their preparation period in another teacher’s class, the teacher shall receive \$20 for 1-45 minutes and \$30 for 46-65 minutes. For any time over 65 minutes, the Schedule B comp time rate will apply.

For all time spent after the established school day in required parent/teacher conferences, or teacher meetings called by the Administrator on Saturday or Sunday, or holidays, compensatory pay will be earned at the Schedule B rate. In addition, compensatory time may be earned for time spent in student-related activities.

Earned compensatory time must be recorded by the teacher on a form and turned in to administration. To use compensatory time, pre-approval must be obtained from the appropriate administrator. Use of accumulated compensatory time will be recorded by the administration on a form, a copy of which will be given to the teacher.

- C. Teachers to be employed in the system (newly hired) with previous teaching experience will be given one-half year credit for each year of previous teaching experience, provided the teacher was a licensed, certified teacher at the time they were teaching. At the Board’s discretion, additional years of credit for previous teaching experience may be granted, but in no event may placement on the salary schedule exceed step ten. Any employee starting the school year with one-half (1/2) year of teaching credit will advance to the next step at the start of the second (2nd) semester. (The combined salary for the two semesters may be spread equally over the entire school year at the Board’s discretion). Advancement on the education column will continue as per Appendix A.

The following examples will further explain the intent of this passage:

Previous Experience	Granted Experience	Salary Schedule Step	
		Minimum	Maximum
6 years	3 years	4	7
10 years	5 years	6	11
15 years	7.5 years	8.5	16
22 years	11 years	12	23
27 years	13.5 years	14.5	28

The formula to apply in determining the actual Salary Schedule Step is:
 (Granted years of experience + 1) = Salary Step

ARTICLE 5 – Continued

- D. Fully qualified vocational teachers will be allowed one (1) step on the salary schedule for each full year of substantiated work experience (not to exceed 2 years) in the area of which they are teaching and required for permanent or provisional vocational education certification. This shall be prorated by vocational class taught and shall be withdrawn when the teacher is assigned to a class(es) not requiring vocational certification. (Any affected teacher shall remain at their present salary step until actual classroom experience replaces any vocational experience granted.)
- E. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the next succeeding semester. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript sixty (60) days after the beginning of the semester.
- F. Teachers enrolling in college credit courses shall have such classes approved in writing by the Superintendent prior to enrollment. Courses must be graduate level courses from an accredited college or university or a college or university authorized as a professional educator preparation institution by a state governmental agency authorized to make such decisions. The course(s) must be either relevant to the teacher's current assignment, or be an approved graduate course which is part of a planned program leading to an advanced degree in an educational field, or be approved by the superintendent.
- G. When teachers are authorized to travel in their private vehicles for the school, they shall be compensated at the IRS rate.

Teachers transporting students with Board approval will be covered by school liability policy. Teachers required to travel between buildings during the day will be reimbursed for travel between buildings, but not to their first assignment of the day or from their last assignment.

Travel time will be defined as the time needed to travel by automobile from one building to another. Teachers traveling between all assigned in-town school buildings as listed in this agreement will be provided 15 minutes of travel time. Additional travel time may be allotted during inclement weather.

- H. Inservice Trainers: Subject to the Superintendent's prior approval, when members of the teaching staff serve as trainers for in-service programs within the district Compensation shall be two and one-half (2.5) times the teacher's daily rate (2 hours presentation: 5 hours pay). Pay to be based on teacher's daily rate. This figure to be divided by eight (8) hours per day. Minimum presentation time for compensation purposes will be one (1) hour.
- I. Teachers shall be reimbursed for the full cost of certificate renewal provided that their certificate is on file with the Michigan Department of Education by June 1 of the year of expiration.

ARTICLE 6 – TEACHING HOURS AND CONDITIONS

- A. The regular school day for teachers will be 7 hours, 45 minutes including lunch. On Fridays, and on days before holidays and vacations, teachers may leave 15 minutes after the end of the student day. There will be a common starting and ending time for all teachers in all buildings (7:30 a.m. – 3:15 p.m.). The common starting and ending times may be altered by mutual agreement between the building administrator and the teacher and is strictly voluntary.
- B. The normal weekly teaching load will not exceed 28.5 pupil contact hours per week.
- C. All teachers shall have a duty-free lunch of at least 35 minutes plus 5 minutes passing time (passing time does include the supervision of students). It is understood that teachers may be assigned to assist the Administration during lunchtime as part of their normal teaching assignment.
- D. All teachers shall have at least one preparation period per day or receive compensation for the same. During the preparation period the teacher will be engaged directly in work-related activities. The preparation period will be at least 45 minutes. Elementary teachers will have a minimum of 200 minutes of planning time each week during the student day.

In the event that it is necessary for teacher(s) to teach an extra class during their preparation period, volunteers shall be sought from the teaching staff who are certified, qualified, and available for the particular class to be taught. Assignments will be made by the District. Such assignments shall be non-continuing. If the need for the teacher(s) to teach during their preparation period continues into another semester or school year, volunteers will again be sought and must reapply for the assignment.

- E. The parties recognize that adequate school facilities are desirable to enhance the high quality of education that is the goal of both the Board and the Association.
 - 1. Because the pupil/teacher ratio is an important aspect of an effectual educational program, the Board will maintain a pupil/teacher ratio of less than 24 to 1.
 - 2. The Board shall make available in each school housing 150 or more students lounge and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which eating shall be permitted. Such facilities will be included in any new building plans.
- F. Parent/Teacher Conferences for the middle school and the high school may be scheduled each semester for a period not to exceed 2 ½ hours on each of two times at no additional compensation. Conferences for the elementary buildings may be scheduled according to the same plan as the high school except those teachers who elect to schedule their own conferences as they feel the need will not have to report on the times the conferences are scheduled.

ARTICLE 6 – Continued

- G. Recognizing the professional interest of the Gaylord Education Association in the student day schedule, and the benefits to the Board and Association in working cooperatively, it is the intent of the Board and Association to work together in creating a student day schedule. It is agreed that if the schedule needs substantial change that both the Board and Association will meet in good faith to create a schedule that is in the best interests of the District, teachers and students. It is recognized that the Board and its agents have the right to determine the final schedule, if the Board and Association cannot reach agreement.
- H. Individual school improvement teams shall have the flexibility to revise schedules as long as they do not substantially alter the terms of agreement in the contract.
- I. Teachers who have accepted coaching positions outside the School District shall be granted the opportunity to leave their building at the end of the student day. Teachers who accept coaching assignments outside the District, shall make up the time missed at the beginning of the teacher workday and shall notify their principal of this schedule.
- J. Up to 60 minutes a week, in segments of the employee's choosing may be used for physical fitness activities as long as it does not interfere with a scheduled meeting.

ARTICLE 7 – PROTECTION OF TEACHERS

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

E. Freedom of Information Act (FOIA) Request:

If a Freedom of Information Request (FOIA) is received for a teacher's personal file or personnel file information, the teacher and/or the Association will be notified of the request when it is received by an administrator. If the teacher indicates that he/she will challenge whether the information is disclosable under FOIA, the Board will take the maximum time permitted by FOIA before it responds to the request. The Board will cooperate to the fullest extent of the law wherever possible, including expunging or withholding material that is legally not disclosable.

ARTICLE 8 – TRANSFERS AND QUALIFICATIONS

- A. Assignments: All known vacancies in extra duty positions (which do not require a teaching certificate) will be posted or made available to the teachers by the preceding first day of June. Driver Education positions will be posted as vacancies occur.
- B. Vacancies: The parties agree to a practice of filling ancillary staff vacancies with bargaining unit members who are qualified.
- C. Transfers: Since transfers of ancillary staff are sometimes disruptive of the educational process and might interfere with the optimum performance, the parties agree that unrequested transfers of ancillary staff are to be minimized and avoided whenever possible. No transfer or change in assignments shall be made without prior discussion with the ancillary staff.

The Superintendent shall notify the ancillary staff and the Association President of the reason(s) for the transfer.

- D. Qualifications for Teaching: It is the responsibility of each individual teacher to provide written evidence that they meet requirements for Michigan Teacher Certification and where applicable Highly Qualified status promulgated by the Michigan State Board of Education. An exception would be any teacher employed by the Board pursuant to Section 380.1233(b) of the Revised School Code. It is the responsibility of individual teachers to keep their certification and HQ status documentation current and to make sure that a copy of their current teaching certificate and HQ verification is on file in the District's personnel files.
- E. Qualifications for Other Bargaining Unit Positions: Individuals employed as Social Workers and/or School Psychologists will meet the District's qualifications for employment, if they provide evidence that they meet requirements established for these positions by the State of Michigan.

ARTICLE 9 –ANCILLARY STAFF EVALUATION

A. Ancillary staff will be evaluated every year. Ancillary staff may elect to have an association representative present during post-observation conferences between the ancillary staff and an administrator.

B. Observation procedures:

At the beginning of the evaluation cycle, a pre-evaluation conference will be held to review the evaluation form, expectations, and to arrange the observation schedule. At the end of the evaluation cycle, a conference will be held to review the "Evaluation Report", which will be completed by March 15. Social workers will be evaluated using the Social Worker Staff Evaluation Form.

C. No material other than items required in the normal course of business (HQ documentation, staffing notifications, salary/lane changes, request for PD or coursework) originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any such material and the same shall be attached to the file copy of the material in question. If the teacher believes that material placed in the file is inappropriate, he/she may receive an adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance, shall said signature be interpreted to mean agreement with the content of the material. Teachers' comments, relative to evaluations or other written material, will be included in their personnel file at their request. All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file.

**ARTICLE 10 – REDUCTIONS IN ANCILLARY STAFF PERSONNEL AND ANNEXATION,
CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT**

It is within the sole discretion of the Board of Education to reduce the educational program, the curriculum offerings and/or ancillary staff. If it becomes necessary to reduce ancillary staff, the Association will be consulted and will be provided with all necessary data necessary to monitor the procedure used.

- A. In the event of a general cutback or reduction of ancillary staff through layoff from employment, the following procedure, based upon program needs, will be utilized:
1. Ancillary staff that are less than fully qualified and less than fully certified in a specific position that is being reduced or eliminated will be laid off first, provided there are fully qualified, fully certified ancillary staff to replace and perform all of the duties of the laid off ancillary staff.
 2. If reduction is still necessary, then probationary ancillary staff in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certified ancillary staff to replace and perform all of the duties of the laid off ancillary staff.
 3. If reduction is still necessary, then ancillary staff in the specific position being reduced or eliminated will receive layoff notices. They then have the right to assume a position for which they are certified and qualified if it is held by a less senior ancillary staff.
 4. Definitions:

Qualifications: Defined in Article 8, paragraph D

Seniority: Seniority shall be defined as total years of continuous service since the last date of hire (including approved leaves of absence) to the school district in a bargaining unit position.

It is agreed that when employee hire dates are the same their seniority will be based on the last four numbers of the person's social security number. The lowest number is placed higher on the Seniority List.

NOTE: Clarification on seniority specifically indicates that all staff hired prior to 1990 would receive seniority in the district (but not necessary salary step) for teaching as a continuous yearlong substitute, or as was previously designated under specific circumstances.

The qualifications of ancillary staff to be laid off shall be based upon the information on file with the District at the time written notice of lay off is issued.

Article 10 – continued

- B. After a reduction of ancillary staff as outlined above, if there are positions that become vacant, laid off staff who are qualified will be given the first opportunity to fill such positions. In the event two or more staff are qualified for a vacancy, the recall to employment offer shall be made to the ancillary staff who is the most qualified and most senior.
- C. Before official action on a reduction of ancillary staff is taken by the Board of Education, it will give notice to the Association President of the contemplated reduction and afford the Association representatives the opportunity to discuss it with the employer. As soon as the names of the ancillary staff to be laid off are known, a list of such names shall be given to the Association President. Ancillary staff shall be given sixty (60) days notice before he/she is laid off, unless there is a financial emergency.
- D. In the event of layoff, the Board will institute a recall procedure which, when implemented, will ensure ancillary staff that they will be recalled in the reverse order of layoff, subject to the qualification requirements outlined in this contract. The recall limit shall be determined by seniority to the district but no more than eight years of seniority, as determined by the seniority list.
- E. A seniority list shall be published in cooperation with the Superintendent and Association President and posted in all buildings of the district by November 1 of each school year and emailed to each employee.

Sixty (60) to one hundred nineteen (119) days of continuous employment shall constitute a half-year of seniority. One Hundred twenty (120) days or more of continuous employment shall constitute a full year of seniority. Teachers who work less than a full day shall receive full seniority.

The seniority list will be finalized each year by November 1, and once approved no changes will be considered prior to the previous November 1. If no objections are brought to the District's attention within 15 days of its publication, no changes will be considered for the current school year.

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

- E. Recall notification will be by certified mail to the ancillary staff's last known address. The employee has thirty (30) days in which to notify the Board of Education office of his/her intent to accept the position. Notification of acceptance by the ancillary staff will be in writing and delivered in person or by certified mail to the Board of Education Office. Once a laid-off employee refuses recall to an equivalent position, all rights to recall are terminated. It is the responsibility of the employee on layoff to inform the Board of any changes in address, or other qualifications.

ARTICLE 11– DEPARTMENT CHAIRPERSONS

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

ARTICLE 12 – HEALTH RELATED ISSUES

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

ARTICLE 13 - LEAVES

A. Leaves of Absence: A leave of absence without pay may be granted to any teacher for one of the following reasons upon application by the teacher, setting forth the reasons for the requested leave of absence. Each case shall be decided on its own merit and if leave under section A of this Article is granted, upon return from such leave, the teacher will be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the system during such period.

1. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board upon application.
2. A leave of absence on one (1) year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.
3. A sabbatical leave may be granted for a period not to exceed one (1) year subject to applicable Michigan statutory provisions and provided said teacher agrees to remain in the employ of the district for a period of not less than two (2) years following return from sabbatical leave. The Board may impose such conditions or requirements relative to the teacher's sabbatical leave as it may deem appropriate and will compensate said teacher at fifty percent (50%) of regular annual salary. During a teacher's leave for any of the above reasons, the "sick leave" and insurance policy benefits shall not apply; however, unused sick days held at the beginning of the leave will be reinstated. Employees returning from sabbatical leave having complied with all of the terms and conditions thereof shall be entitled to re-employment at the beginning of the next school semester. Subject to the provisions of the Michigan Revised School Code, re-employment of teachers, except as hereinabove indicated, during the school year shall be at the discretion of the Board.

In the event that a teacher granted a sabbatical leave fails to return to the employ of the District for a period of two (2) school years, the individual must reimburse all salary paid during the period of sabbatical leave. Thus, an individual granted such a leave must sign a Promissory Note agreeing to such reimbursement as a condition of taking such a leave.

ARTICLE 13 – Continued

B. Military Leave: The Board and Association recognize the importance of military service in the National Guard and Reserves. Participation in the National Guard and Reserves serves a vital national need, and therefore participation is encouraged. A military leave of absence shall be granted to members of the National Guard and/or Reserves as follows:

1. A teacher called for active duty on State level shall be compensated for the difference between the teaching pay and the pay received for the performance of military duties during those times the teacher would have otherwise been scheduled to work in school. The teacher must turn the paycheck from military service over to the school and, in turn, will be issued the regular check from the school.
2. Seniority and all other benefits specified by law shall continue to accrue while on military leave.
3. Teachers in the National Guard and Reserve shall use all good faith efforts to schedule annual training activities outside the normal school calendar.
4. Any teacher who has left or leaves a teaching position other than a temporary teaching position in order to serve in any branch of the armed services of the United States and who upon termination of such services is still qualified and competent to perform the duties of such teaching position and makes application to said school district for reemployment within 90 days after being relieved from such military service shall be restored at the beginning of the semester or term following the application to his/her position held immediately prior to reporting for active duty. If said position has been eliminated the employee shall have the right to bump any employee with less seniority.

C. Family and Medical Leave Act

1. Leaves of absence of up to twelve (12) weeks without pay shall be granted to any eligible unit member for any of the following purposes:
 - a. the birth or placement for adoption or foster care of a child;
 - b. the serious health condition of a family member;
 - c. the employee's own serious health condition;
 - d. the care of a qualifying child under age 18
 - e. other reasons as required by federal law
2. Seniority shall continue to accrue during the leave up to 12 weeks.
3. The employee may elect to use paid sick leave and personal leave and/or vacation leave, or any combination thereof, for all or part of the duration of the leave.
4. The employer shall continue all health insurance benefits up to twelve (12) weeks during a family leave.

ARTICLE 13 – Continued

5. A family leave may be taken on an intermittent or reduced schedule basis at the employee's option.
 6. A pregnant unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the unit member at the termination of her disability benefits, at the option of the bargaining unit member. The unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.
 7. Upon return from family leave, the unit member shall be placed in the same position held immediately before the leave began. If the position no longer exists, employee shall be returned to equivalent positions for which they are qualified.
 8. A request for up to an additional year of leave can be made at the conclusion of the leave.
- D. Teachers may, at the discretion of the Superintendent, be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days. Time requested beyond that period shall be with Board of Education approval and involve forfeiture of fringe benefits.
- E. Personal Days: Two (2) personal days will be available each year. These days may be used for personal business when notice is given five (5) days in advance. These days may not be used the day before or the first school day following a holiday or the first week of a new semester except in case of an emergency.

Personal days may be given in lieu of pay for professional development training, curriculum alignment, National Accreditation, building/district work, school improvement training and training related to the enhancement of the instructional and assessment skills of classroom teachers. These personal days may not be used before a holiday or to extend a holiday. They may not be used for counseling work at any time during the school calendar year. The superintendent reserves the right to limit these days to not more than five percent (5%) of the bargaining unit per day.* In emergencies, the time limit may be waived by the Superintendent. If a teacher terminates prior to the completion of the second semester, only one (1) personal day will be earned.

The teacher may not have more than 5 personal days on record at the beginning of a school year. Personal days accumulated at the end of the year that do not exceed three (3) days will roll over to the next year unless the employee notifies the District that they would like to receive payment for them. Personal days accumulated at the end of the year in excess of three (3) days will be compensated at \$90 per day.

* These numbers will be waived for the first week of the firearms season and any other time, if qualified substitutes are available.

ARTICLE 13 – Continued

- F. Jury Duty: A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation on each day the teacher would have otherwise been scheduled to work that the teacher reports for or performs jury duty.
- G. Sick Leave: Sick leave is defined as: Bona fide physical or mental incapacity of the teacher to report for a discharge of duties to the extent of unused days credited.
1. Sick leave is earned and credited at the rate of ten (10) days per year. Previously accumulated sick leave plus ten (10) days shall be credited at the beginning of each school year for all full-time teaching personnel. Sick leave for part-time teaching personnel shall be prorated. Teachers who terminate for reasons other than health will have earned one (1) day sick leave per month of full-time employment for the months actually worked.—Teachers who terminate and who use more sick days than entitled shall reimburse the District at their per diem rate, and this amount may be deducted from any remaining salary due the teacher.
 2. Any teachers whose personal illness extends beyond the period compensable under Article 13D, shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one (1) year from the date granted by the Board. Extensions of such leave may be granted by the Board upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of accumulated compensable leave days, and upon returning from sick leave, will have the unused portion of accumulated compensable leave reinstated.

Upon return from a leave of absence, the teacher shall be returned to a position for which he/she holds current certification.

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

3. Absences due to injury or illness incurred in the course of a teacher's employment for which a teacher receives benefits under the Worker's Compensation Act shall be charged against the teacher's sick leave days in the proportion (to the closest one half [1/2] day) that such absence is not compensated under Worker's Compensation

ARTICLE 13 – Continued

4. Teachers will be allowed to use sick days for care of “Immediate Family” as defined in Article 13, section 7.
5. In the case of any teacher who has accumulated five (5) separate sick leave occurrences during the course of a school year, the Superintendent may require a certificate of necessary absence from a licensed physician in order for the teacher to qualify for sick leave pay.
6. Beginning in the 1997-98 contract year, all members having 20 or more sick days will fall under a grand fathered clause. All of their accumulated sick days will remain in their severance bank. Grand-fathered sick days may be used for sick leave purposes but may not be replaced. Employees hired before June 30, 1997 who have up to 20 accumulated days will have a one-time option (August 25, 1997) to place days in a sick bank.

Employees who have chosen to bank 0-20 days may accumulate no more than 60 days. Days accumulated above 60 days will be paid out yearly at substitute rate or be a TSA (Tax-sheltered annuity) of his/her choice. At retirement, accumulated days in the sick bank will be paid out at the current substitute rate.

Employees hired after June 30, 1997, may accumulate no more than 60 days. Days accumulated above 60 days will be paid out yearly at substitute rate or be placed in a TSA (tax-sheltered annuity of his/her choice). At retirement, accumulated days in the sick bank will be paid out at the current substitute rate.

7. Bereavement Leave: Five (5) days leave of absence will pay chargeable against the teacher’s sick leave allowance shall be granted for death in the immediate family, to be taken at the time of the funeral.

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

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

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

ARTICLE 13 – Continued

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

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

For merit leave purposes “absence” includes:

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

For merit leave purposes “absence” does not include:

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

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

The teacher may not have more than nine (9) merit days on record at the beginning of a school year. Merit days accumulated at the end of the year that do not exceed the seven (7) day limit will roll over to the next year unless the employee notifies the District that they would like to receive payment for them. Unused merit days will be reimbursed at \$90 per day at the teacher’s request. Merit days reimbursed at retirement will be at the teacher’s most recent regular daily rate.

Merit leave may be taken the school year following the school year in which it was earned. Not more than five (5) merit leave days may be used in any school year. Requests for merit leave must be submitted ten (10) school days prior to the leave. Merit leave may be used the day before or the first school day following a holiday or vacation but no more than ten percent (10%) of the staff of a building covered by this agreement provided an approved substitute teacher is available. Preference shall be given on a rotating basis for requests submitted three (3) months in advance for such use with the exception of spring break where the requests will be determined by the Friday after Labor Day. Any requests received after these dates will be on a first come, first serve basis according to the number of openings available.

ARTICLE 14 – INSURANCE

Effective September 1, 2017 active employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in September 2017 that exceeds the following monthly amounts:

Single	\$528.73
Two Person	\$1,105.74
Family	\$1,442.00

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2017 medical benefit coverage year shall not exceed the following amounts:

Single	\$6,344.80
Two Person	\$13,268.93
Family	\$17,304.02

The 2018 and 2019 calendar year limits will be published on or before the beginning of each calendar year.

The Board shall continue to provide insurance coverage through August 31 of each year.

The Board shall continue to provide a plan for the purpose of compliance with Section 125 of the Internal Revenue Code.

Part-time employees will be provided the Dental and Vision benefits described in Appendices I and J if they are employed at least 40% of a regular duty day, with the Board paying the pro-rated share based upon the number of hours worked to the number of hours for full-time.

Part-time members who are employed at least 40% of a regular duty day that do not elect health coverage will receive the same vision and dental insurance coverages offered above paid at the pro-rated basis. All part-time employees will be furnished the Life and LTD benefits with the coverage levels described in Appendices K and L, paid by the Board. Cash in lieu of health is a pro-rated benefit for part-time employees that do not elect health coverage.

Excluding FMLA leave, any teacher granted an unpaid leave of absence in excess of three (3) weeks shall, at their written request, be continued under all insurance benefits in accordance with the insurance company's policy provisions with the premiums to be paid by the individual on leave.

In the event of any violation of a no-strike clause, the Board will discontinue paying premiums for the duration of the strike.

The parties will meet every year to review their experience under this plan. Plan design changes may be made by mutual agreement.

ARTICLE 15 – SEVERANCE ALLOWANCE/RETIREMENT INCENTIVE

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

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

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

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

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

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

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

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

Effective September 1, 1997, all language is grandfathered for GEA membership hired prior to June 30, 1997.

Teachers who submit a retirement notification in writing by January 30 for retiring after the last contracted day of that school year will receive a \$3,000 stipend that will be paid out in their last paycheck. The teacher may choose in lieu of cash to have this stipend deposited into their H.S.A. or into one of their active Annuities.

ARTICLE 16 – GRIEVANCE PROCEDURE

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

STEP 1: Within five (5) school days of the receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and furnish a copy thereof to the Association.

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

ARTICLE 16 – Continued

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

STEP 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) days after the decision of the Board, or within ten (10) days of the date the Board's decision was due, to arbitration before an impartial arbitrator by providing the Superintendent with written notice that the grievance is being submitted to arbitration. An arbitrator shall be selected by the American Arbitration Association in accordance with its rules that shall likewise cover the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party, provided however, newly discovered evidence may be presented if it can be shown to the satisfaction of the arbitrator that such evidence was not discovered previously due to the neglect or failure of the offering party to exercise due diligence. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

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

If the demand for arbitration is not delivered to the American Arbitration Association within fifteen (15) days after the decision of the Board, or if the Board did not render a decision on the date the Board's decision was due, it will be deemed to have been abandoned.

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

For purposes of this Article, the term "days" shall mean days when the District's Central Office is open for business.

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

ARTICLE 16 – Continued

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

ARTICLE 17 – NEGOTIATIONS PROCEDURES

- A. It is understood and agreed that this contract embodies the entire understanding of the parties and that the terms of the Agreement shall govern the relationship of the parties during its duration; provided, however, that in the event a misunderstanding arises as to the interpretations of any of the provisions herein, the parties may undertake to cooperate to arrange meetings, select representatives for discussions, and furnish necessary information in considering and resolving such matters.
- B. If either party should fail to submit a proposed change or addition as above set forth, the Article or the subject of that Article shall not be a subject of negotiation. However, during negotiations, the parties can mutually agree to negotiate, modify, change, add, or delete any material in the contract, anything herein to contrary notwithstanding.
- C. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the members of the GEA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. Upon reaching a tentative final agreement, it is agreed that the GEA will meet for purposes of ratification of such agreement at the next scheduled meeting or within thirty (30) days. It is agreed that the Board will meet in official session to consider ratification within ten (10) days of receipt of notification that the GEA membership has ratified the agreement.
- E. Contract Review Committee: Representatives of the District and the Association shall meet informally every month from August through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. The first contract review meeting of the school year shall be held on the third Thursday of September. At this meeting, the Contract Review Committee shall establish a schedule for subsequent monthly meetings to be held at dates and times mutually agreeable to both parties.

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

The meetings of the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by GEA and the Board of Education, the memoranda shall become a part of the Master Agreement for the duration of the agreement.

- F. An emergency manager appointed pursuant to the local government and school district fiscal responsibility act is permitted to reject, modify or terminate this agreement, in accordance with 2011 PA 4.

ARTICLE 18 – STRIKE PROHIBITION

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments and understanding between the parties hereto and may be altered, changed, added to, deleted from, or modified only in accordance with the provisions of Article 17 herein.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, the language in this Agreement shall be controlling, except as prohibited by 2011 PA 102-103.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board and the Association which shall be contrary to or inconsistent with its terms, except as prohibited by 2011 PA 102-103.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement titled “AGREEMENT BETWEEN THE GAYLORD BOARD OF EDUCATION – THE GAYLORD EDUCATION ASSOCIATION” shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and a sufficient number of copies shall be presented to the Association for distribution to all teachers now employed. The Board will provide a copy to all teachers hereafter employed.
- F. The school year shall be completed between the week prior to Labor Day and the second Friday in June (calendar adjustments may be necessary if the district is required by law to make up days/hours).

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

No more than 185 days will be scheduled for teachers, no more than 182 for students. Teachers will not be required to report when school is closed by storm or road conditions.

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

ARTICLE 19 – Continued

G. Eighteen (18) professional days shall be credited each year to the Gaylord Education Association to be used at the President’s discretion. The GEA President will notify the appropriate building principal of which Association member(s) will be using this leave five (5) days in advance. The GEA will reimburse the Board of Education for the cost of substitutes by June 30 of each school year.

H. Staff meetings shall be scheduled as follows:

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

Teachers will contribute up to 2 hours per month after the duty day for Building Administrator and Administration staff meetings as designated above. No meeting will last past 4:30 p.m. and any additional time beyond that will be voluntary and will be compensated at the Schedule B rate.

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

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

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

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

J. Sixth Grade Camp: Each 6th grade teacher who completes a full week of supervision at 6th grade camp will be compensated at a rate of \$450, before taxes.

In addition, each teacher who completes a full week of supervision at 6th grade camp will receive additional compensation of personal days at the following schedule:

1-5 years of 6 th grade camp experience	= 1 additional personal day
6-10 years of 6 th grade camp experience	= 2 additional personal days
11 or more years of 6 th grade camp experience	= 3 additional personal days

These days are only earned for a full week of working at camp.

ARTICLE 20 – SCHOOL IMPROVEMENT OR REFORM PLANS

- A. The parties of this agreement are aware that legislation and State Department rules exist that make it advisable to adopt a “school improvement plan or process”, and/or a “site-based decision making plan” or other such similar plans.
- B. The Board shall notify the Association if the Board is considering formulating or modifying such a plan or process.
- C. Upon notification by the Board to the Association that such a school improvement plan/process (SIP) is to be used or modified, the Board agrees to following provisions:
 - 1. The Association President shall name at least one Association member to each district level and building level SIP and professional development committee.
 - 2. The Association President shall receive copies of all minutes and approved actions of each SIP committee.
 - 3. Participation in any SIP is strictly voluntary.
 - 4. Non-participation in a SIP shall not be used in teacher evaluations.
 - 5. SIP committees shall not discuss:
 - a. wages
 - b. fringe benefits
 - c. individual employee performance/evaluation
 - d. individual employee discipline
- D. A plan which is in conflict with the Master Agreement, Board policy(ies) or past practice shall not be adopted until ratified by both parties.
- E. A district-wide professional development committee shall be established to help plan professional development activities in conformity with Board goals. This committee will help plan and evaluate related professional development activities at the District, building, grade and/or department levels. It will be a standing committee responsible to help establish on-going professional development activities prior to the start of each school year.
- F. The building-level school improvement committees shall serve as sub-committees of the District professional development committee to make recommendations, help implement professional development activities and recommend conference attendance.

ARTICLE 21 – SURVEILLANCE

- A. Surveillance equipment is to be used for building and student safety. Other electronic surveillance operations will be used to protect the building and student security.

ARTICLE 22 – LEAST RESTRICTIVE ENVIRONMENT

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

ARTICLE 23 – MEDICALLY FRAGILE STUDENTS

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

ARTICLE 24 – MENTOR TEACHER

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the Revised School Code and shall perform the duties of a Master Teacher.
- B. Mentor Teachers shall be assigned in accordance with the following:
1. Mentor Teachers shall be members of the bargaining unit, a retired teacher, or designated by the superintendent as provided for in the school code, in that order.
 2. Every effort will be made to match Mentor Teachers and Mentees who have the same building level certifications.
 3. Mentors shall be assigned to only one (1) Mentee Teacher at a time.
 4. Mentor Teacher assignments shall be for one (1) year. The relationship shall be subject to review at anytime upon the request of either the Board or the Association. The appointment may be renewed in succeeding years.
 5. All Mentor Teacher assignments will be voluntary.
 6. Mentor teachers will participate in training sessions.
- C. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee.
- D. Upon request, the Administration shall make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday and school calendar year. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
- Suggested standards for release time will be the configuration of up to four (4) hours per month for the first year, up to four (4) hours every other month in the second year, up to four (4) hours every three months in the third year. Requests for greater time spent with the Mentee will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates. This provision is a suggested standard and will not be a factor in the decision to retain or dismiss a Mentee.
- E. Mentor Teachers may assist in planning or recommending in-service for Mentees.
- F. Both parties recognize the importance of assisting new teachers through the mentoring process and are committed to developing an effective mentoring program.

ARTICLE 25 – DURATION OF AGREEMENT

This AGREEMENT shall be effective as of the 1st day of September 2017 and shall continue in effect until the last day of August 2019.

GAYLORD EDUCATION ASSOCIATION


GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION

Signed By:

Signed By:

 7/10/17

GEA/MEA Representative



Board President



Superintendent

APPENDIX A: SCHEDULE A - WAGES/SALARIES

Minimum General Fund Balance The Board and Association agree that it is in the best interest of all District stakeholders to maintain a fiscally stable school district that offers a competitive salary schedule to all employees.

2017-2018 School Year: A one-time payment equal to the GEA's proportionate share of the amount that will reduce the General Fund Balance by 1.0% (one percent) will be made to all actively employed bargaining unit employees covered by the GEA contract as of October 31, 2017, in a lump sum on or before the second pay date of December 2017. The GEA proportionate share is to be divided as an equal percentage for employees covered by the GEA contract.

- Employee groups include Gaylord Education Association (GEA), Gaylord Educational Support Personnel Association (GESPA), Gaylord Building Principal Association (GBPA), Teamsters, Cafeteria Workers, Administrative Personnel (excluding the Superintendent), and Administrative Support Personnel.
- Example: In 2016-17, GEA represents 77% of the District's employee groups (including MPSERS, FICA, and Workers Compensation). Therefore, in 2017-18, GEA will receive 77% of the amount required to reduce the fund equity by 1% of the June 30, 2017 audited General Fund Balance.

Example Using June 30, 2016 Data:				
06/30/16 Fund Balance	\$6,216,864	(a)		
06/30/16 Expenditures	\$27,466,852	(b)		
06/30/16 Fund Balance Percent	22.63%	(a/b)		
<i>Amount of Additional Expenditures Needed to Reduce Fund Balance by 1%</i>				
		AMOUNT		ADJUSTED AMOUNT
Multiply Expenditure by .82%	\$225,228	(If necessary, AMOUNT is adjusted +/- to get to 1%)	\$226,228	
Subtract from Fund Balance	\$5,991,635	(c)	\$5,990,636	(e)
Add to Expenditures	\$27,692,080	(d)	\$27,693,080	(f)
New Fund Balance Percent	21.64%	(c/d)	21.63%	(e/f)
AMOUNT TO BE DIVIDED AMONG EMPLOYEE GROUPS IN ORDER TO REDUCE THE FUND BALANCE BY 1%:				\$226,228

2018-2019 School Year:

If Audited Fund Equity Balance is:	Salary schedule will be adjusted to reflect:	*One-time payment to be provided consisting of GEA's proportionate share of amount that will reduce the General Fund Balance by:
< or = 18%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	0 (no payment)
> 18% but < 19%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	.5% (one-half of one percent)
> 19% but < 20%	Additional .5% (one-half of one percent) added on-schedule to previous school year's salary schedule	1% (one percent)
= or > 20%	Additional 1.0% (one percent) added on-schedule to previous school year's salary schedule The on-schedule adjustment will be paid on the 2 nd pay date in December and incorporated into pay scale going forward.	1% (one-percent)

*GEA proportionate share to be divided as an equal percentage for employees covered by the GEA contract as of October 31 and to be paid on or before the 2nd pay date in December.

APPENDIX A: SCHEDULE A - WAGES/SALARIES (Continued)

2017-18 SALARY SCHEDULE

STEP	BA	BA +20	BA+30	BA+40/MA	MA+15	MA+30	MA+40/EDS
1	\$40,682	\$41,600	\$42,012	\$42,563	\$43,387	\$44,247	\$44,883
1.5	\$41,566	\$42,658	\$43,070	\$43,734	\$44,576	\$45,417	\$46,054
2	\$42,448	\$43,718	\$44,128	\$44,904	\$45,766	\$46,586	\$47,225
2.5	\$43,405	\$44,761	\$45,173	\$46,077	\$46,935	\$47,754	\$48,391
3	\$44,362	\$45,806	\$46,219	\$47,250	\$48,104	\$48,921	\$49,559
3.5	\$45,404	\$46,866	\$47,275	\$48,418	\$49,275	\$50,095	\$50,731
4	\$46,446	\$47,927	\$48,333	\$49,587	\$50,447	\$51,268	\$51,903
4.5	\$47,480	\$48,982	\$49,390	\$50,756	\$51,616	\$52,436	\$53,068
5	\$48,516	\$50,039	\$50,447	\$51,923	\$52,785	\$53,605	\$54,233
5.5	\$49,560	\$51,094	\$51,526	\$53,092	\$53,953	\$54,774	\$55,406
6	\$50,603	\$52,146	\$52,605	\$54,259	\$55,121	\$55,943	\$56,578
6.5	\$51,629	\$53,204	\$53,636	\$55,432	\$56,292	\$57,116	\$57,751
7	\$52,656	\$54,259	\$54,667	\$56,604	\$57,463	\$58,288	\$58,923
7.5	\$53,705	\$55,316	\$55,726	\$57,772	\$58,631	\$59,456	\$60,091
8	\$54,751	\$56,372	\$56,782	\$58,941	\$59,798	\$60,623	\$61,259
8.5	\$55,814	\$57,435	\$57,927	\$60,111	\$60,968	\$61,794	\$62,428
9	\$56,877	\$58,497	\$59,072	\$61,281	\$62,138	\$62,964	\$63,598
9.5	\$57,837	\$59,551	\$60,045	\$62,451	\$63,312	\$64,134	\$64,768
10	\$58,796	\$60,606	\$61,016	\$63,622	\$64,483	\$65,304	\$65,940
10.5	\$59,812	\$61,661	\$62,082	\$64,795	\$65,654	\$66,493	\$67,342
11	\$60,829	\$62,717	\$63,146	\$65,965	\$66,825	\$67,683	\$68,744
11.5		\$63,784	\$64,202	\$67,175	\$68,047	\$68,937	\$69,746
12		\$64,849	\$65,258	\$68,386	\$69,269	\$70,190	\$70,746
13		\$65,663	\$66,072	\$69,200	\$70,083	\$71,004	\$71,561
14		\$66,477	\$66,886	\$70,014	\$70,897	\$71,819	\$72,375
15		\$67,291	\$67,700	\$70,829	\$71,709	\$72,632	\$73,189
16		\$67,698	\$68,106	\$71,236	\$72,116	\$73,038	\$73,596
17		\$68,104	\$68,513	\$71,642	\$72,522	\$73,445	\$74,002
18		\$68,511	\$68,919	\$72,049	\$72,929	\$73,851	\$74,409
19		\$68,917	\$69,326	\$72,455	\$73,335	\$74,258	\$74,815
20		\$69,324	\$69,734	\$72,861	\$73,743	\$74,665	\$75,221
21		\$69,569	\$70,059	\$73,349	\$74,231	\$75,153	\$75,871
22		\$69,812	\$70,384	\$73,837	\$74,720	\$75,642	\$76,522
23		\$70,057	\$70,708	\$74,326	\$75,208	\$76,130	\$77,172
24		\$70,301	\$71,033	\$74,814	\$75,695	\$76,619	\$77,824
25		\$70,544	\$71,362	\$75,304	\$76,185	\$77,105	\$78,476
26		\$70,748	\$71,565	\$75,914	\$76,794	\$77,715	\$81,121
27		\$70,954	\$71,769	\$76,524	\$77,403	\$78,327	\$83,764
28		\$71,308	\$72,127	\$76,906	\$77,791	\$78,717	\$84,185
29		\$71,663	\$72,487	\$77,288	\$78,178	\$79,109	\$84,603
30		\$72,017	\$72,845	\$77,670	\$78,566	\$79,501	\$85,022
31		\$72,377	\$73,209	\$78,059	\$78,959	\$79,898	\$85,447
32		\$72,737	\$73,573	\$78,447	\$79,351	\$80,296	\$85,872
33		\$73,097	\$73,937	\$78,837	\$79,745	\$80,694	\$86,296
34		\$73,462	\$74,307	\$79,230	\$80,142	\$81,098	\$86,729
35		\$73,830	\$74,678	\$79,626	\$80,543	\$81,503	\$87,161
36		\$74,199	\$75,052	\$80,025	\$80,945	\$81,911	\$87,597
37		\$74,569	\$75,427	\$80,425	\$81,351	\$82,320	\$88,035
38		\$74,942	\$75,804	\$80,827	\$81,757	\$82,732	\$88,475
39		\$75,317	\$76,183	\$81,231	\$82,167	\$83,145	\$88,918
40		\$75,693	\$76,563	\$81,637	\$82,578	\$83,561	\$89,363

APPENDIX A: SCHEDULE A - WAGES/SALARIES (Continued)

2018-19 SALARY SCHEDULE (If Audited Fund Equity Balance is < 20%)							
STEP	BA	BA +20	BA+30	BA+40/MA	MA+15	MA+30	MA+40/EDS
1	\$40,885	\$41,808	\$42,222	\$42,776	\$43,604	\$44,468	\$45,107
1.5	\$41,773	\$42,872	\$43,285	\$43,952	\$44,799	\$45,644	\$46,284
2	\$42,661	\$43,936	\$44,349	\$45,128	\$45,995	\$46,819	\$47,461
2.5	\$43,622	\$44,985	\$45,399	\$46,308	\$47,169	\$47,993	\$48,633
3	\$44,584	\$46,035	\$46,450	\$47,486	\$48,345	\$49,166	\$49,806
3.5	\$45,631	\$47,100	\$47,512	\$48,660	\$49,522	\$50,345	\$50,985
4	\$46,678	\$48,166	\$48,574	\$49,835	\$50,699	\$51,524	\$52,163
4.5	\$47,718	\$49,227	\$49,637	\$51,010	\$51,874	\$52,698	\$53,334
5	\$48,759	\$50,290	\$50,699	\$52,183	\$53,049	\$53,873	\$54,504
5.5	\$49,807	\$51,349	\$51,784	\$53,357	\$54,223	\$55,048	\$55,683
6	\$50,856	\$52,407	\$52,868	\$54,531	\$55,396	\$56,223	\$56,861
6.5	\$51,888	\$53,470	\$53,904	\$55,709	\$56,574	\$57,401	\$58,039
7	\$52,920	\$54,531	\$54,941	\$56,887	\$57,750	\$58,579	\$59,218
7.5	\$53,973	\$55,592	\$56,004	\$58,061	\$58,924	\$59,753	\$60,391
8	\$55,025	\$56,654	\$57,066	\$59,235	\$60,097	\$60,926	\$61,565
8.5	\$56,093	\$57,722	\$58,216	\$60,412	\$61,273	\$62,102	\$62,740
9	\$57,161	\$58,789	\$59,367	\$61,587	\$62,449	\$63,279	\$63,916
9.5	\$58,126	\$59,849	\$60,345	\$62,764	\$63,628	\$64,455	\$65,092
10	\$59,090	\$60,909	\$61,321	\$63,940	\$64,806	\$65,630	\$66,270
10.5	\$60,111	\$61,969	\$62,392	\$65,119	\$65,982	\$66,826	\$67,678
11	\$61,133	\$63,031	\$63,461	\$66,295	\$67,159	\$68,022	\$69,087
11.5		\$64,103	\$64,523	\$67,511	\$68,387	\$69,282	\$70,094
12		\$65,174	\$65,584	\$68,728	\$69,615	\$70,541	\$71,100
13		\$65,992	\$66,402	\$69,546	\$70,434	\$71,360	\$71,918
14		\$66,810	\$67,221	\$70,364	\$71,252	\$72,178	\$72,737
15		\$67,628	\$68,039	\$71,184	\$72,068	\$72,995	\$73,555
16		\$68,037	\$68,447	\$71,592	\$72,476	\$73,403	\$73,964
17		\$68,445	\$68,856	\$72,001	\$72,885	\$73,812	\$74,372
18		\$68,854	\$69,264	\$72,409	\$73,293	\$74,220	\$74,781
19		\$69,262	\$69,673	\$72,818	\$73,702	\$74,629	\$75,189
20		\$69,671	\$70,083	\$73,225	\$74,112	\$75,039	\$75,597
21		\$69,917	\$70,409	\$73,716	\$74,602	\$75,529	\$76,250
22		\$70,161	\$70,735	\$74,207	\$75,093	\$76,020	\$76,904
23		\$70,407	\$71,062	\$74,697	\$75,584	\$76,511	\$77,558
24		\$70,652	\$71,388	\$75,188	\$76,074	\$77,002	\$78,213
25		\$70,897	\$71,718	\$75,680	\$76,566	\$77,491	\$78,868
26		\$71,102	\$71,923	\$76,293	\$77,178	\$78,104	\$81,526
27		\$71,308	\$72,128	\$76,906	\$77,790	\$78,718	\$84,183
28		\$71,665	\$72,488	\$77,290	\$78,180	\$79,111	\$84,605
29		\$72,021	\$72,849	\$77,675	\$78,568	\$79,505	\$85,026
30		\$72,377	\$73,209	\$78,059	\$78,959	\$79,899	\$85,447
31		\$72,739	\$73,575	\$78,449	\$79,354	\$80,298	\$85,874
32		\$73,100	\$73,941	\$78,839	\$79,748	\$80,698	\$86,301
33		\$73,462	\$74,307	\$79,231	\$80,143	\$81,098	\$86,728
34		\$73,830	\$74,678	\$79,627	\$80,543	\$81,503	\$87,162
35		\$74,199	\$75,051	\$80,025	\$80,946	\$81,910	\$87,597
36		\$74,570	\$75,427	\$80,426	\$81,350	\$82,320	\$88,035
37		\$74,942	\$75,804	\$80,827	\$81,758	\$82,732	\$88,475
38		\$75,317	\$76,183	\$81,231	\$82,166	\$83,146	\$88,918
39		\$75,694	\$76,564	\$81,637	\$82,577	\$83,561	\$89,363
40		\$76,072	\$76,946	\$82,045	\$82,990	\$83,979	\$89,810

APPENDIX A: SCHEDULE A - WAGES/SALARIES (Continued)

2018-19 SALARY SCHEDULE (If Audited Fund Equity is = or > 20%)

STEP	BA	BA +20	BA+30	BA+40/MA	MA+15	MA+30	MA+40/EDS
1	\$41,089	\$42,016	\$42,432	\$42,989	\$43,820	\$44,690	\$45,332
1.5	\$41,981	\$43,085	\$43,501	\$44,171	\$45,022	\$45,871	\$46,514
2	\$42,873	\$44,155	\$44,570	\$45,353	\$46,224	\$47,052	\$47,697
2.5	\$43,839	\$45,209	\$45,625	\$46,538	\$47,404	\$48,232	\$48,875
3	\$44,806	\$46,264	\$46,681	\$47,722	\$48,585	\$49,411	\$50,054
3.5	\$45,858	\$47,334	\$47,748	\$48,903	\$49,768	\$50,596	\$51,239
4	\$46,910	\$48,406	\$48,816	\$50,083	\$50,951	\$51,780	\$52,422
4.5	\$47,955	\$49,472	\$49,884	\$51,263	\$52,132	\$52,960	\$53,599
5	\$49,002	\$50,540	\$50,951	\$52,443	\$53,312	\$54,141	\$54,775
5.5	\$50,055	\$51,605	\$52,042	\$53,623	\$54,492	\$55,322	\$55,960
6	\$51,109	\$52,668	\$53,131	\$54,802	\$55,672	\$56,502	\$57,144
6.5	\$52,146	\$53,736	\$54,172	\$55,986	\$56,855	\$57,687	\$58,328
7	\$53,183	\$54,802	\$55,214	\$57,170	\$58,038	\$58,871	\$59,513
7.5	\$54,242	\$55,869	\$56,283	\$58,350	\$59,217	\$60,050	\$60,692
8	\$55,299	\$56,936	\$57,350	\$59,530	\$60,396	\$61,229	\$61,871
8.5	\$56,372	\$58,009	\$58,506	\$60,712	\$61,577	\$62,411	\$63,053
9	\$57,446	\$59,082	\$59,663	\$61,894	\$62,760	\$63,594	\$64,234
9.5	\$58,415	\$60,146	\$60,645	\$63,076	\$63,945	\$64,775	\$65,416
10	\$59,384	\$61,212	\$61,626	\$64,259	\$65,128	\$65,957	\$66,599
10.5	\$60,410	\$62,277	\$62,702	\$65,442	\$66,310	\$67,158	\$68,015
11	\$61,438	\$63,344	\$63,777	\$66,625	\$67,493	\$68,360	\$69,431
11.5		\$64,422	\$64,844	\$67,847	\$68,727	\$69,626	\$70,443
12		\$65,498	\$65,911	\$69,070	\$69,962	\$70,892	\$71,454
13		\$66,320	\$66,733	\$69,892	\$70,784	\$71,715	\$72,276
14		\$67,142	\$67,555	\$70,714	\$71,606	\$72,537	\$73,099
15		\$67,964	\$68,377	\$71,538	\$72,426	\$73,358	\$73,921
16		\$68,375	\$68,787	\$71,948	\$72,837	\$73,769	\$74,332
17		\$68,785	\$69,198	\$72,359	\$73,248	\$74,179	\$74,742
18		\$69,196	\$69,609	\$72,769	\$73,658	\$74,590	\$75,153
19		\$69,607	\$70,020	\$73,180	\$74,069	\$75,000	\$75,563
20		\$70,018	\$70,431	\$73,590	\$74,480	\$75,412	\$75,973
21		\$70,264	\$70,759	\$74,083	\$74,974	\$75,905	\$76,630
22		\$70,510	\$71,087	\$74,576	\$75,467	\$76,398	\$77,287
23		\$70,757	\$71,415	\$75,069	\$75,960	\$76,891	\$77,944
24		\$71,004	\$71,743	\$75,562	\$76,452	\$77,385	\$78,602
25		\$71,250	\$72,075	\$76,057	\$76,947	\$77,876	\$79,261
26		\$71,456	\$72,281	\$76,673	\$77,562	\$78,493	\$81,932
27		\$71,663	\$72,486	\$77,289	\$78,177	\$79,110	\$84,602
28		\$72,021	\$72,849	\$77,675	\$78,569	\$79,505	\$85,026
29		\$72,379	\$73,212	\$78,061	\$78,959	\$79,901	\$85,449
30		\$72,737	\$73,573	\$78,447	\$79,352	\$80,296	\$85,872
31		\$73,101	\$73,941	\$78,839	\$79,748	\$80,697	\$86,302
32		\$73,464	\$74,309	\$79,232	\$80,145	\$81,099	\$86,730
33		\$73,828	\$74,677	\$79,625	\$80,542	\$81,501	\$87,159
34		\$74,197	\$75,050	\$80,023	\$80,944	\$81,909	\$87,596
35		\$74,568	\$75,425	\$80,423	\$81,349	\$82,318	\$88,033
36		\$74,941	\$75,802	\$80,826	\$81,755	\$82,730	\$88,473
37		\$75,315	\$76,181	\$81,230	\$82,165	\$83,143	\$88,915
38		\$75,692	\$76,562	\$81,635	\$82,575	\$83,559	\$89,360
39		\$76,070	\$76,945	\$82,044	\$82,988	\$83,976	\$89,807
40		\$76,450	\$77,329	\$82,454	\$83,403	\$84,397	\$90,256

APPENDIX A: SCHEDULE A - Continued

For the purpose of clarification, it is understood that any "old" hours count toward earning this salary advancement. However, to qualify, any "new" hours must be obtained within a three-year period. For example, if a teacher had earned 26 hours prior to the implementation of the current contract, and then earned four additional hours, that teacher would advance to the BA+30 track. Ten additional hours, within a three year limit (beginning no earlier than 8/31/98), would place that teacher on the MA/BA+40 track.

For purposes of clarification, advancement beyond the MA/BA+40 track can occur only with an earned Master's degree.

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

Teachers who earn a teaching certificate after the completion of a Bachelor's or Master's degree, shall be allowed to apply the additional credits required for the teaching certificate toward advancement on the salary schedule provided that the additional credits meet the graduate level requirement (500 level or above) according to Article 5, paragraph F of the Master Agreement between the Gaylord Board of Education and the Gaylord Education Association.

The graduate credit requirement shall be waived if the teacher's classes are for becoming highly qualified under ESEA and the program of study is approved in advance by the superintendent. Upon satisfactory completion of said program and verification that additional endorsement has been awarded by MDE, all credits, regardless of level, shall count for advancement on the salary schedule.

In order to assist the district in filling Early College positions with fully credentialed teachers, the Board shall reimburse teachers at the rate of one half (1/2) of the tuition charge of the institution for up to 18 credits. All courses must be approved in advance by superintendent/designee. Proof of credits earned must be furnished prior to reimbursement. Teachers shall be allowed to use credits approved for this purpose toward advancement on the salary schedule.

Teachers in their first 3 years at Gaylord Community Schools will receive up to \$2,000 (Two Thousand Dollars) for tuition reimbursement for classes that meet the requirements of Article 5F.

Teachers will be paid within \$2.00 (Two Dollars) above or below their contracted salary.

APPENDIX B - SCHEDULE B

Athletics and Academics

Compensation is based on the individual's years of experience in this activity in the Gaylord Community Schools. The following percentages will apply to the appropriate step of the BA track (The BA track is extended for this purpose, to 11 steps.) Years of experience will not be reduced for individuals hired prior to this Agreement. All current or retired school employees returning to a previously appointed coaching position will continue to be compensated at the percentage in effect during the 2007-2008 school year. All new coaching appointments will be compensated at the new rates.

Coaches who complete the CAP1-CAP5 (Master Coach) program through the MHSAA will receive an additional \$150 per season. Coaches who complete the CAP5-8 (Elite++Coach) program through the MHSAA will receive an additional \$300 per season (150 for CAP1-5 and \$150 for CAP5-8).

All new coaches in the first 3 years of their position will be assigned a mentor coach by the Athletic Director. Mentor coaches will receive \$200 for Year 1, \$150 for Year 2, and \$100 for Year 3.

THESE ARE NON-TENURED POSITIONS

HIGH SCHOOL ATHLETICS:

<u>Position:</u>	<u>Percentage:</u>
Varsity Sideline Cheerleading	8%
JV Sideline Cheerleading	6%
Varsity Competitive Cheerleading	10%
JV Competitive Cheerleading	7%
Head Girls Basketball	12%
Asst. Girls Basketball	7%
Asst. Girls Basketball	7%
Head Football	12%
Asst Football-3	7%
Asst Football-4	7%
Head Cross Country	8%
Assistant Cross Country	6%
Head Golf	8%
Head Boys Soccer	10%
Asst Boys Soccer	7%
Head Girls Soccer	10%
Asst Girls Soccer	7%
Head Boys Basketball	12%
Asst. Boys Basketball-2	7%
Head Volleyball	12%
Asst Volleyball-2	7%
Head Wrestling	12%
Asst Wrestling-2	7%
Head Skiing	8%
Head Baseball	10%
Asst Baseball	7%
Head Softball	10%
Asst Softball	7%
Head Girls Track	10%
Asst Girls Track	7%
Head Boys Track	10%
Asst Boys Track	7%
Varsity Hockey	12%
Varsity Swimming	12%

APPENDIX B: SCHEDULE B – Continued

MIDDLE SCHOOL ATHLETICS:

<u>Position:</u>	<u>Percentage:</u>
7th Girls Basketball-2	5%
8th Girls Basketball-2	5%
Cross Country	5%
7th Boys Basketball-2	5%
8th Boys Basketball-2	5%
Volleyball-2	5%
Wrestling	5%
Cheerleading-2	5%
Head Track	5%
Asst. Track - 3	5%
Intramurals	5.50%

ACADEMICS

Head Marching Band Dir.	12%
Jr. Band Director	7%
Drivers Education	\$21/hr
6th Grade Camp	2%
Dept. Chairpersons	5%
Noon Hour	\$15
Head Debate- (if both 10.5%)	8%
Asst Debate	5%
Head Forensics- (if both 8%)	6%
Asst Forensics	4.50%
HS Asst.	5%
Drama- (3 productions min.)	9%
Yearbook	5%
Computer Coordinator	\$1,400
Vocal Music-HS	4%
Vocal MUSIC-MDL	3%
Gifted/Talented, 1 ea	3%
National Honor Society	2%
Student Government – High School	2%
Freshman Mentor – High School	2%
Head Robotics	3%
Asst. Robotics	1.5%
Lead Teachers	10% of annual salary
Compensatory Pay	1-30 minutes: \$10 31- 60 minutes: \$20 61- 90 minutes: \$30 etc.
Mentor Teachers	1st year \$300 2nd year \$200 3rd year \$100
Mentor Council Member	\$250 per year

APPENDIX B: SCHEDULE B – Continued

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

Teachers who teach an additional class during their preparation period shall be compensated according to the following formula: MA Step 12 divided by the number of student days in the school year divided by the number of minutes in the teacher's workday multiplied by the number of minutes of extra class time multiplied by the number of student days the teacher is scheduled to teach the extra class for the term.

(Example for 2017-18: $\$68,386 / 181.5 \text{ days} / 465 \text{ minutes} = \$.81 \text{ per minute} \times 58 \text{ minutes} \times 181.5 \text{ days} = \8527)

Lead teachers shall be compensated in accordance with Schedule B. Specific duties of lead teachers shall be put into writing. In no instance will a lead teacher evaluate or discipline bargaining unit members.

APPENDIX C: CALENDAR

2017-18 School Calendar		
AUGUST 29, 2017 (TUESDAY)	STAFF FIRST DAY	PROFESSIONAL DEVELOPMENT/WORK DAY
AUGUST 30, 2017 (WEDNESDAY)	STAFF WORK DAY	PROFESSIONAL DEVELOPMENT/WORK DAY
AUGUST 31 - SEPTEMBER 4, 2017	NO SCHOOL - ALL STAFF	LABOR DAY BREAK
SEPTEMBER 5, 2017 (TUESDAY)	FIRST DAY - STUDENTS GRADES 1-12	FULL DAY
NOVEMBER 15, 2017 (WEDNESDAY)	NO SCHOOL - ALL STAFF & STUDENTS	FIREARM SAFETY
NOVEMBER 23 - 24, 2017	NO SCHOOL - ALL STAFF & STUDENTS	THANKSGIVING BREAK
DECEMBER 25, 2017 – JANUARY 2, 2018	NO SCHOOL - ALL STAFF & STUDENTS	HOLIDAY BREAK
JANUARY 3, 2018 (WEDNESDAY)	SCHOOL RESUMES	ALL STAFF & STUDENTS
FEBRUARY 19, 2018 (MONDAY)	NO SCHOOL - ALL STAFF & STUDENTS	MID-WINTER BREAK
MARCH 26 - APRIL 2, 2018	NO SCHOOL - ALL STAFF & STUDENTS	SPRING BREAK
MAY 28, 2018 (MONDAY)	NO SCHOOL - ALL STAFF & STUDENTS	MEMORIAL DAY
*JUNE 11, 2018 (MONDAY)	LAST DAY OF SCHOOL	STUDENTS: HALF DAY (AM)
		STAFF: FULL DAY (RECORDS DAY – PM)
**JUNE 12, 2018 (TUESDAY)	STAFF WORK DAY	PROFESSIONAL DEVELOPMENT

Student Days: 182
Staff Work Days: 185

Parent/Teacher Conferences: To Be Determined

*Final student day will be June 8, 2018 and final staff day will be June 11, 2018 if required minimum number of days and hours of pupil instruction are met prior to June 8, 2018.

**Final staff day (June 12, 2018) will be replaced by student day if one extra student day is required.

APPENDIX C: CALENDAR (Continued)

2018-19 School Calendar		
AUGUST 28, 2018 (TUESDAY)	STAFF FIRST DAY	PROFESSIONAL DEVELOPMENT/WORK DAY
AUGUST 29, 2018 (WEDNESDAY)	STAFF WORK DAY	PROFESSIONAL DEVELOPMENT/WORK DAY
AUGUST 30 - SEPTEMBER 3, 2018	NO SCHOOL - ALL STAFF	LABOR DAY BREAK
SEPTEMBER 4, 2018 (TUESDAY)	FIRST DAY - STUDENTS GRADES 1-12	FULL DAY
NOVEMBER 15, 2018 (THURSDAY)	NO SCHOOL - ALL STAFF & STUDENTS	FIREARM SAFETY
NOVEMBER 22 - 23, 2018	NO SCHOOL - ALL STAFF & STUDENTS	THANKSGIVING BREAK
DECEMBER 24, 2018 – JANUARY 4, 2019	NO SCHOOL - ALL STAFF & STUDENTS	HOLIDAY BREAK
JANUARY 7, 2019 (MONDAY)	SCHOOL RESUMES	ALL STAFF & STUDENTS
FEBRUARY 18, 2019 (MONDAY)	NO SCHOOL - ALL STAFF & STUDENTS	MID-WINTER BREAK
MARCH 25 - 29, 2019	NO SCHOOL - ALL STAFF & STUDENTS	SPRING BREAK
April 19, 2019	NO SCHOOL - ALL STAFF & STUDENTS	GOOD FRIDAY
MAY 27, 2019 (MONDAY)	NO SCHOOL - ALL STAFF & STUDENTS	MEMORIAL DAY
*JUNE 13, 2019 (THURSDAY)	LAST DAY OF SCHOOL	STUDENTS: HALF DAY (AM)
		STAFF: FULL DAY (RECORDS DAY – PM)
*JUNE 14, 2019 (FRIDAY)	STAFF WORK DAY	PROFESSIONAL DEVELOPMENT

Student Days: 182
Staff Work Days: 185

Parent/Teacher Conferences: To Be Determined

*Final student day will be June 12, 2019 and final staff day will be June 13, 2019 if required minimum number of days and hours of pupil instruction are met prior to June 12, 2019.

**Final staff day (June 14, 2019) will be replaced by student day if one extra student day is required.

APPENDIX D: KINDERGARTEN PROGRAM

The following shall apply to the Kindergarten program:

1. All terms and conditions of the contract including class size shall apply the same as to teachers in traditional programs.
2. The kindergarten staff may use the first two (2) student days of school for the purpose of classroom visits. It is also understood that this is a non- precedent setting situation and will be implemented with the understanding that the District will still be able to provide kindergarten students with the required minimum number of hours of pupil instruction as per Section 1010 of the State School Aid Act (MCL 388.1701).
3. The schedule for the first student week of school will be as follows:
 - a. The first two full student days: Classroom visits.
 - b. The third full student day: Students will be brought to school by a parent at approximately 12:45 p.m. and will remain at school for the rest of the school day. The students will experience their normal end of day routine.
 - c. The fourth full student day: Students will attend a full day of school. They will follow their normal routines to and from school. The following week begins a normal week for all kindergarteners.

APPENDIX E: EVALUATION

SOCIAL WORKER STAFF EVALUATION

GAYLORD COMMUNITY SCHOOL DISTRICT

Date: _____

Social Worker: _____

Assignment: _____

Evaluator's Name: _____

FOCUS:	Satisfactory	Unsatisfactory	Not applicable/Not Observed
Professionalism			
Demonstrates promptness			
Maintains professional appearance			
Communicates well with parents			
Works well with students			
Uses time wisely			
Accepts constructive criticism			
Follows established policies and procedures			
Demonstrates positive attitude/outlook			
Relates well with colleagues			
Is flexible when required			
Can be depended on to follow through with tasks			
Is discreet with confidential information			
Contributes to projects/committees to help achieve goals of the program and building			
Works to improve professional skills and expertise			
Establishes at least three measurable written goals			
Provides evidence for meeting goals			

APPENDIX F: MILEAGE

GAYLORD COMMUNITY SCHOOLS

TRAVEL BETWEEN BUILDINGS

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

OHIO TO INTERMEDIATE	1.5
OHIO TO MAPLE	2
OHIO TO HIGH SCHOOL	1
OHIO TO OTSEGO CHRISTIAN SCHOOL	2.5
OHIO TO ST. MARY CATHEDRAL SCHOOL	1
MIDDLE TO HIGH SCHOOL	2
MIDDLE TO INTERMEDIATE	.5
MIDDLE TO OTSEGO CHRISTIAN SCHOOL	1.5
MIDDLE TO ST. MARY CATHEDRAL SCHOOL	1.5
INTERMEDIATE TO HIGH SCHOOL	2
INTERMEDIATE SCHOOL TO OTSEGO CHRISTIAN	2
INTERMEDIATE SCHOOL TO ST. MARY CATHEDRAL	1
MAPLE TO OTSEGO CHRISTIAN SCHOOL	1.5
MAPLE TO ST. MARY CATHEDRAL SCHOOL	1.5
HIGH TO OTSEGO CHRISTIAN SCHOOL	2.5
HIGH TO ST. MARY CATHEDRAL SCHOOL	1.5

APPENDIX G

GRIEVANCE REPORT FORM

Grievance #:
School District: Gaylord Community Schools
Building:
Assignment:
Name of Grievance:
Date filed:

Distribution of form
__1. Board
__2. Superintendent
__3. Principal
__4. Association
__5. GEA Member

STEP 1

A. 1. Date alleged violation occurred:
2. Article(s) allegedly violated:

B. 1. Statement of Grievance:

2. Relief Sought:

Signature: _____

Date: _____

C. Disposition of Principal:

Signature: _____

Date: _____

D. Position of Grievant and /or Association:

Signature: _____

Date: _____

STEP 2

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 3

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 4

A. Date submitted to Arbitration:

B. Disposition and award of Arbitrator:

Signature of Arbitrator: _____

Date of Decision: _____

APPENDIX H: PLAN B

Bargaining unit members not electing health insurance shall receive Plan B of the GEA Plan that shall include the following benefits:

- a. Life Insurance Same as PLAN A
- b. LTD Plan Same as PLAN A
- c. Dental Plan Same as PLAN A
- d. Vision Plan Same as PLAN A
- e. A cash amount of \$2,500. The \$2,500 may be deferred at the employee's option into a tax-sheltered annuity of his/her choice.

APPENDIX I: VISION



GAYLORD COMMUNITY SCHOOLS
VISION PLAN OVERVIEW

Benefit Type	Copay	Plan Maximum	Frequency
Eye Exam	\$20	\$40	Every 12 months
Benefit Type	Copay	Plan Maximum	Frequency
Lenses (in lieu of contact lenses)	\$10	Varies by type (see below)	Every 12 months
• Single Vision	\$10	\$35	Every 12 months
• Bifocal	\$10	\$55	Every 12 months
• Trifocal	\$10	\$90	Every 12 months
• Progressive* (Basic)	\$10	\$110	Every 12 months
• Progressive* (Standard)	\$10	\$166	Every 12 months
• Progressive* (Premium)	\$10	\$190	Every 12 months
• Progressive* (Digital)	\$10	\$218	Every 12 months
*All progressive lenses include scratch and UV protection. Other lens styles may require an added charge. (see "Extras and add-ons" below)			
Benefit Type	Copay	Plan Maximum	Frequency
Frames (in lieu of contact lenses)	\$10	\$120	Every 12 months
Benefit Type	Copay	Plan Maximum	Frequency
Contact Lenses (in lieu of frames and lenses)	\$20	\$230	Every 12 months
Benefit Type	Copay	Plan Maximum	Frequency
Extras and Add-ons	n/a	Varies by type (see below)	Every 12 months
• Glare-free Standard	n/a	\$45	Every 12 months
• Glare-free premium	n/a	\$76	Every 12 months
• Photochromic	n/a	\$72	Every 12 months
• Polarized	n/a	\$105	Every 12 months
• Solid Tints	n/a	\$16	Every 12 months

Note: This is only a brief overview of benefits. Please refer to the Summary Plan Description for complete information on the eligibility provisions, limitations and for all other terms of the plan.

- Plan pays 100% of Reasonable and Customary (R&C) for each **Benefit Type** listed.
- **Plan Maximum** amounts shown represent 2017 R&C.

APPENDIX J: DENTAL

Dental Benefits Summary

	Benefit Description	Example of Services Covered
Deductibles	\$25 for one member, \$50 for the family (when two or more members are covered under your contract) each calendar year	Applies to Basic and Major services only

Plan Maximums • Diagnostic/Preventive Services, Basic Services, and Major Services (combined)	\$1,750 per person each calendar year	See below
• Orthodontia Services (for dependent children, up to age 19)	\$1,500 per dependent child (up to age 19) in a lifetime	See below

Plan Paid Coinsurance Type 1 Services • Diagnostic/Preventive Services	Covered - 100%	Oral exams (2 per calendar year), Consultations, X-rays, Fluoride treatments, Sealants, Space maintainers (dependent children up to age 14)
Type 2 Services • Basic Services	Covered - 80%	Amalgams and other restorative services, Endodontics, Periodontics, Oral Surgery
Type 3 Services • Major Services	Covered - 80%	Cast restorations, Implantology, Prosthodontics
• Orthodontia Services (limited to dependent children, up to age 19)	Covered - 80%	All services related to orthodontia treatment

Usual and Customary (U&C) Allowance Table • Diagnostic/Preventive Services	U&C at 90th percentile	Not applicable
• Basic Services	U&C at 90th percentile	Not applicable
• Major Services	U&C at 90th percentile	Not applicable
• Orthodontia Services (limited to dependent children, up to age 19)	U&C	Not applicable

THIS FORM PROVIDES BENEFIT HIGHLIGHTS AND IS NOT A CERTIFICATE OF INSURANCE

APPENDIX K: TERM LIFE

Basic Life and AD&D Benefit Summary

Eligibility	All active full-time employees working 15 hours or more per week except employees working on a temporary or seasonal basis.
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Benefit Amount	
• Basic Life	\$50,000
• AD&D	\$50,000

Age Reduction	None
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Benefit Descriptions	
• Guarantee Issue	\$50,000
• Accelerated Benefit	80% of benefit to \$500,000
• Waiver of Premium	Included after 9 months for disabilities beginning before age 60
• Family Medical Leave Act	Yes
• Bereavement Counseling	Yes
• Travel Assistance	Yes
• Seat Belt Benefit	10% up to \$10,000
• Air Bag Benefit	5% up to \$5,000
• Seat Belt/Air Bag Max	\$15,000
• Child Education Benefit	Lesser of 2.5% or \$2,500 per dependent up to 4 years

THIS FORM PROVIDES BENEFIT HIGHLIGHTS AND IS NOT A CERTIFICATE OF INSURANCE

APPENDIX L: LONG TERM DISABILITY

Long Term Disability Benefit Summary (Teachers)

Eligibility	All active full-time employees working 15 hours or more per week except employees working on a temporary or seasonal basis.
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Benefit Amount	
• Percentage of pre-disability earnings	70%
• Monthly maximum	\$5,000
• Monthly minimum	Greater of 10% or \$50

Benefit Descriptions	
• Elimination Period	Greater of accrued sick leave or 30 days
• Benefit Duration	ADEA 1 with Social Security Normal Retirement Age
• Definition of Disability	2 years own occupation, any occupation thereafter
• Social Security Integration	Full family
• Family Medical Leave Act	Yes
• Mental & Nervous Limitation	None
• Substance Abuse Limitation	None
• Cost of Living Adjustment	Lesser of 3% or one half % change in CPI

THIS FORM PROVIDES BENEFIT HIGHLIGHTS AND IS NOT A CERTIFICATE OF INSURANCE

The District will secure a rider equivalent to the waiver of health plan contributions during disability not to exceed 24 months contained in the 2007-08 MESSA LTD plan, as soon as administratively feasible.

APPENDIX M: FMLA

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

APPENDIX M: FMLA (Continued)

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

- FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures