

Gaylord Community Schools

An NCA Accredited District

October 30, 2007

VIA ELECTRONIC MAIL

Mr. William Freeland
Mackinac Center for Public Policy
PO Box 568
Midland, MI 48640

Re: Response to Freedom of Information Request

Dear Mr. Freeland:

On behalf of Gaylord Community Schools I acknowledge receipt of your Freedom of Information Act ("FOIA") request received at the Gaylord Community Schools Superintendent's Office on October 24, 2007. Attached please find our current collective bargaining agreements and letters of agreement (as applicable) for the following groups: GEA, GESPA, GBPA, Teamsters and Food Service.

If you have additional needs, please contact me at the number below.

Sincerely,



FOIA Coordinator
Gaylord Community Schools

cc: Cheryl Wojtas, Superintendent

Attention: <To>

October 24, 2007

Dear Superintendent or FOIA Coordinator:

Pursuant to the Michigan Compiled Laws Section 15.231 et seq., and any other relevant statutes or provisions of your agency's regulations, I am making the following Freedom of Information request:

Please copy and send to me the **Collective Bargaining Agreements** that are in effect in your district, including contracts that have passed their original expiration dates but have been effectively extended.

Please send the materials requested to **William Freeland** at the following address or e-mail as an attachment:

William Freeland
Mackinac Center for Public Policy
P.O. Box 568
Midland, MI 48640

Email: freeland@mackinac.org

Since the Mackinac Center for Public Policy is a non-partisan, non-profit research and educational institute working to advance sound policy that primarily benefits the general public, we request that these documents be provided without charge pursuant to Section 4(1) of the Freedom of Information Act.

If you elect to charge fees, and if these fees exceed \$50 for searching and reproducing the aforementioned materials, please notify me of the cost prior to filling this request. If the fees do not exceed \$50, please fill this request and include an itemized invoice with the copied documents.

If any of this request is denied, I request that you specify all the legal exemptions which you believe justify your withholding of the information. I further request that these reasons identify which document or portion of a document is not provided.

I further request that if all the above referenced documents cannot be provided within the 5 days prescribed by law, whatever documents can be assembled within 5 days of the request be mailed with the extension letter. If an extension is required, please mail all the documents as soon as possible, but no later than the 10 additional days the law allows. I will pay postage costs for these mailings if necessary.

If you have questions or require clarification on this request, **please contact William Freeland at (989) 631-0900 or at freeland@mackinac.org.**

Your prompt attention to this Freedom of Information request is appreciated.

Sincerely,



Ryan S. Olson
Director of Education Policy

10-24-07
RM

AGREEMENT BETWEEN

the

GAYLORD BOARD OF EDUCATION

and the

GAYLORD EDUCATION ASSOCIATION/NMEA

September 1, 2004 – August 31, 2007

May 24, 2005

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AGREEMENT

This **AGREEMENT**, entered into this 1st day of September, 2004 by and between the **BOARD OF EDUCATION OF THE GAYLORD COMMUNITY SCHOOLS**, of Gaylord, Michigan, hereinafter referred to as **BOARD**, and the **GAYLORD EDUCATION ASSOCIATION/NORTHERN MICHIGAN EDUCATION ASSOCIATION**, hereinafter referred to as **ASSOCIATION**.

WITNESSETH;

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

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

WHEREAS, the Board has a statutory obligation, pursuant to 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/NMEA 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.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the GEA/NMEA for the duration of this Agreement.
- C. This Agreement shall be binding upon both parties and shall supersede any rules or regulations or practices 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. Teachers or other personnel who are not members of the Association shall not be discriminated against by the Association or any of its members.
- E. Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the national and Michigan Education Associations) and such authorizations shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.
- F. The Board shall also make payroll deductions, upon written authorization from teachers, for annuities, credit unions, savings bonds, charitable donations, MESSA Life Insurance options, or any other plans or programs drawn up, if approved by the Board.
- G. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the association/union, or (2) pay a legally permissible service fee to the Association, pursuant to the Association's "Policy Regarding Objectives to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association,

ARTICLE I – Continued

deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

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

- H. In the event of any legal action against the 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.

ARTICLE 2 – Continued

- 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. 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. Other communications shall also be clearly identified.

- C. The Board of Education agrees to furnish the Association, in response to written reasonable requests, the available information concerning the financial resources of the District, and such other information as requested in writing which will assist the Association in developing an intelligent, accurate, informative, and constructive program on behalf of the teachers together with other information, in the form in which it is available, which may be necessary for the Association to process any grievance or complaint. Additional copies will be provided at a reasonable charge.

- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights under the Michigan General School Laws or other laws or regulations applicable. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law or contract.

- E. The Association recognizes that it shall not have the right to partake in any election campaigns involving the Association during regular school hours.

ARTICLE 3 -Continued

- F. The Association may counsel with the Board on any new or modified fiscal, budgetary or tax programs, instruction programs, or major revisions of educational policy, which are proposed and the Association may avail itself of the opportunity to advise the Board with respect to such matters.
- G. The Board may place on the agenda of each regular meeting for consideration under "New Business" any matters brought to its attention by the Association so long as those matters are made known at least four (4) days prior to said regular meeting.
- H. The provisions of this Agreement shall apply without regard to race, creed or religion, color, political affiliations, national origin, age, sex, or marital status except as otherwise prescribed in this Agreement.
- I. 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. Violations will result in progressive disciplinary action being taken, including but not limited to oral reprimand or warning, suspension with or without pay, demotion or dismissal. Teachers shall have appropriate due process rights. Any disciplinary action shall be appropriate to the behavior that precipitated the disciplinary action.

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

ARTICLE 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.

- 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 in another teacher's class, the teacher shall receive compensatory pay according to the following schedule:

1-30 minutes: \$10
31- 60 minutes: \$20
61- 90 minutes: \$30 etc.

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

Earned compensatory time must be recorded by the teacher on a form and turned in to administration. To use compensatory time, 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. 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

ARTICLE 5 – (Continued)

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 B

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:

$$(\text{Granted years of experience} + 1) = \text{Salary Step}$$

- 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

ARTICLE 5 – (Continued)

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 in-town school buildings will be provided 15 minutes of travel time.

- 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.

ARTICLE 6 – TEACHING HOURS AND CONDITIONS

- A. The regular school day for teachers will be eight (8) hours (7 hours, 55 minutes in 2006-07) including lunch. On Fridays, and on days before holidays and vacations, teachers may leave 15 minutes after the end of the student day.
- 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 assignment during their preparation period, volunteers shall be sought from the tenured teaching staff who are certified, qualified and available for the particular class to be taught. In the event that two or more volunteers are equally certified and qualified (as determined by the building administrator), assignments will be made in order of seniority. 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.

Non-tenured teachers shall only be considered for extra class assignment in the event that there are no certified, qualified, tenured teachers who volunteer for the assignment. Placement of a non-tenured teacher to an extra class assignment shall be made only after consultation with the GEA president.

- 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.

ARTICLE 6 – (Continued)

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.
 - 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.

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 a teacher shall be promptly called to the teacher's attention when such action is deemed necessary by the Administration.
- D. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- 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 – ASSIGNMENTS, VACANCIES, QUALIFICATIONS & TRANSFERS

A. ASSIGNMENTS:

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing by May 1st, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the Board. Any teacher interested in a transfer who notifies the Board, in writing, by May 1st of the current school year, will be notified by the Board as soon as positions become available. The Board or its designee will notify the member by phone and/or letter. The notification period will be 10 workdays, except in the month of August, in which it will be reduced to 5 workdays. Workdays are defined to mean days on which the School District's central offices are open for business.

Proposed teaching assignments for the forthcoming year shall be posted and made available to the teachers no later than the preceding first day of June. All known vacancies in extra duty positions will be posted or made available to the teachers by the preceding first day of June. Adult Education and Driver Education positions will be posted as vacancies occur. In the event changes in teaching assignment(s) are made, all affected teachers and the GEA will be notified.

B. VACANCIES:

Vacancies shall be defined as any bargaining unit position(s) open due to resignation, termination or retirement, or any newly created position. The Board may terminate or hold vacant any position. The parties agree to a practice of filling bargaining unit vacancies with bargaining unit members who are certified and qualified. The administration shall promptly notify the Association President of such vacancies. Vacancies shall be posted in all faculty lounges. Between June 1 and September 1, all vacancies will be posted in the Board of Education office and in each school building office, on the job hotline, and on the district's web page. Consideration shall be given by the Board first to those qualified applicants currently within the school system.

ARTICLE 8 – Continued

When the District intends to fill a teaching vacancy, an interview committee will make a written recommendation to the Principal and Superintendent. The interview committee will consist of the building administrator, at least two teachers, and may include the superintendent (or designee). The Superintendent will make the final recommendations to the Board of Education.

C. TRANSFERS:

Since transfers of teachers between school subject assignments, classrooms, or grades are sometimes disruptive of the educational process and might interfere with the optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. No transfer or change in assignments shall be made without prior discussion with the teacher.

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

Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and as needed in the judgment of the Administration. The Association shall be notified when a teacher is so assigned. The Board shall be notified by the teacher whenever an application for a change in certification is requested.

D. Qualifications for Teaching:

The general qualifications for teaching assignments in the Gaylord Community School District are as follow:

1. Teachers with assignments in Grades K – 6:

- a. Possession of a valid elementary teaching certificate and a minimum of six (6) semester hours of credit earned in the successful completion of courses in reading methods except for any teacher employed by the Board pursuant to Section 380.1233(b) of the Revised School Code.
- b. Elementary teachers employed after the 1992-93 school year must have minimally earned a Bachelor's degree from an National Council for Accreditation of Teacher Education (NCATE), or other recognized accredited college or university and must have passed the Michigan Test for Teacher Competency (MTTC) basic skills test and the comprehensive elementary examination.

ARTICLE 8 – Continued

- c. Teachers in positions of music, physical education, art, etc., must also possess specific certification in the subject(s) to be taught.
2. Teachers with assignments in Grades 7– 8:
 - a. Possession of a valid elementary or secondary teaching certificate and possessing either a major or minor in the subject area to be taught except for any teacher employed by the Board pursuant to Section 380.1233(b) of the Revised School Code.
 - b. Elementary certificated teachers employed after the 1992-93 school year who are assigned to teach specific content areas in grades 7 - 8 must have minimally earned a Bachelor's degree from an NCATE (or other recognized) accredited college or university, must have passed the Michigan Test for Teacher Competency (MTTC) basic skills test, and must have passed MTTC subject area examinations appropriate to their assignment.
 - c. Secondary certificated teachers employed after the 1992-93 school year must have minimally earned a Bachelor's degree from an NCATE (or other recognized) accredited college or university and must have passed the Michigan Test for Teacher Competency (MTTC) basic skills test and must have passed MTTC subject area examinations appropriate to their assignment.
 3. Teachers with assignments Grades 9 – 12:
 - a. Possession of a valid secondary teaching certificate and possessing either a major or minor in the subject area(s) to be taught except for any teacher employed by the Board pursuant to Section 380.1233(b) of the Revised School Code.
 - b. Teachers in grades 9 - 12 with secondary certificates employed after the 1992-93 school year must have earned a least a Bachelor's degree from an NCATE (or other recognized) accredited college or university and must have passed the Michigan Test for Teacher Competency (MTTC) basic skills test and subject matter examinations in their major and minor fields of study.
 4. Additional applicable qualifications:
 - a. Special Education teachers shall be deemed to be qualified, if they are certified for the position to which they are assigned.

ARTICLE 8 – Continued

- b. It is the responsibility of each individual teacher to provide written evidence that they meet requirements for Michigan Teacher Certification 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 documentation current and to make sure that a copy of their current teaching certificate is on file in the District's personnel files.
- c. Any teacher employed by the Board pursuant to Section 380.1233(b) of the Revised School Code must have passed the Michigan Test for Teacher Competency (MTTC) basic skills test and any subject matter examinations relevant to their individual teaching assignment.

5. Qualifications for Other Bargaining Unit Positions

Individuals employed as Reading Consultants, Computer Instructors, Media Specialists/Librarians, Counselors, 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.

E. SCHEDULE B (Extra-duty) ASSIGNMENTS:

Except for co-curricular positions directly connected with an assigned class (e.g. – marching band, vocal and choral groups, drama productions, student newspaper and/or yearbook), any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses shall not be obligatory, but shall be with the consent of the teacher. Preferential consideration shall be given to the present staff in making such assignments, whenever their qualifications, competency, and other relevant factors are equal to or greater than those of non-staff applicants.

- F. Consideration will be given to the applicant based on qualifications, competency, and other relevant factors. If the staff member is not granted the position, the Board, or its designee, shall respond to the applicant, in writing, explaining this decision and the factors used to deny the applicant.

ARTICLE 9 – TEACHER EVALUATION

- A. Tenured teachers will be evaluated at least every third year. A tenured teacher may be evaluated every year at the discretion of the building administrator providing that the reasons are discussed with the teacher. A teacher may elect to have an association representative present during post-observation conferences between the teacher and an administrator.
- B. Observation procedures: Tenured teachers being evaluated will have at least two observations during the evaluation cycle. In each case, one observation should include most of a class period and/or lesson.

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

- C. Probationary Teachers:
 - 1. The probationary teacher shall go through the complete process twice each year, for the duration of their probationary period. There will be a minimum of two observations for both the mid-year and end-of-the-year reports. The evaluation must include an assessment of the teacher's progress in meeting the goals of the IDP, including professional development of the teacher.
 - 2. The formal written evaluation for the probationary teacher will be submitted to the teacher at a post-conference within 15 workdays of the last observation for the mid-year evaluation and the formal end-of-the-year evaluation.
 - 3. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator will also provide suggestions for remediation. All evaluations will fall into one of the following classifications: S = Satisfactory, UN = Unsatisfactory.
 - 4. At least sixty (60) days prior to the end of each school year, a probationary teacher shall be provided a written statement as to whether or not his/her work has been satisfactory. Failure to provide this written statement shall be evidence that the teacher's work has been satisfactory.

ARTICLE 9 – Continued

- D. Any unsatisfactory judgment, in any category, must be supported by observation and/or documentation to support the conclusion made by the evaluator and will result in the development of a plan of improvement that identifies specifically the area that needs improvement and provides the employee with specific, appropriate, written recommendations for improvement which are stated in behavioral terms and are measurable and observable. A fair timeline for such improvement shall include follow-up observations to evaluate areas of concern and provide a program of assistance.
- E. All observations or monitoring of the work performance of teachers will be conducted openly and with their full knowledge. Performance not documented between observations is deemed satisfactory. If, because of satisfactory performance, an administrator decides a formal evaluation of a tenured teacher is not necessary, the administrator will indicate the satisfactory rating in writing in the summary section located on the last page of the Teacher Evaluation Report. The report will be signed by both parties and placed in the teacher's personnel file by May 15th.
- F. Tenured teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the tenure act for hearing and appeal. The Association President shall receive a copy of such notification.
- G. No material originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material placed in the file is inappropriate, he/she may receive an adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no 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 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 staff. If it becomes necessary to reduce 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 teachers through layoff from employment, the following procedure, based upon program needs, will be utilized:
1. Teachers 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 teachers to replace and perform all of the duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off teachers.
 3. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: certification, qualification, and seniority. In the event all factors are equal, seniority shall be the determining factor.
 4. Definitions:

Certification: The endorsements listed on the teacher's current, valid certificate issued by the Michigan Department of Education.

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

Article 10 – continued

necessary salary step) for teaching as a continuous yearlong substitute, or as was previously designated under specific circumstances. i.e. - B. Block

The certification and qualifications of a teacher 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.

- B. After a reduction of teachers as outlined above, if there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified for a vacancy, the recall to employment offer shall be made to the teacher who is the most qualified and most senior.
- C. Before official action on a reduction of teachers 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 teachers to be laid off are known, a list of such names shall be given to the Association President. A teacher 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 teachers that they will be recalled in the reverse order of layoff, subject to the certification and 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.

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. One-half day or one-half year teachers shall be given one-half year seniority.

The seniority list will be finalized each year by November 1, and once approved no changes will be considered prior to the previous November 1.

Article 10 – continued

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.

- F. Recall notification will be by certified mail to the employee's last known address. The employee has thirty (30) days in which to notify the Board of Education office of his/her intent to accept the position. Notification of acceptance by the teacher will be in writing and delivered in person or by certified mail to the individual's last known mailing address. Once a laid-off employee refuses recall to an equivalent position, all rights to recall are terminated.

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.
- 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. A teacher returning from sabbatical leave as scheduled shall be entitled to his/her original position.

ARTICLE 13 – Continued

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.

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;

ARTICLE 13 – Continued

- b. the serious health condition of a family member;
 - c. the employee's own serious health condition;
 - d. the care of a child under age 18.
 - 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.
 - 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. The Superintendent reserves the right to limit these leaves to not more than five percent (5%) of the bargaining unit members per day.* In emergencies the time limit may be waived by the

ARTICLE 13 – Continued

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

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 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. If the teacher does not use the personal days, he/she 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.

- 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 XIV, shall be granted a leave of absence without pay for reasons of health which, in accordance with general school laws, may not exceed one (1) year from the date granted by the

ARTICLE 13 – Continued

Board. Extensions of such leave may be granted by the Board upon written request of the teacher. A teacher anticipating extended illness may be granted such leave prior to the expiration of accumulated compensable leave days, and upon returning from sick leave, will have the unused portion of accumulated compensable leave reinstated.

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

Prior to return from a leave of absence for reasons of health, the Board may require the teacher to provide a certificate of good physical and/or mental health. The Board reserves the right to have teachers returning from such a leave promptly examined by a doctor of its choice at Board expense. Should the findings of the Board's physician result in the returning teacher being denied reinstatement, said teacher can appeal the decision and submit the findings of a physician(s) 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.
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

ARTICLE 13 – Continued

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 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.

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 live 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.

- 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.

ARTICLE 13 – Continued

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.

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.

ARTICLE 14 – INSURANCE

Upon acceptance of the employee's written application and enrollment by the carrier, the Board of Education shall make premium payments to provide each full-time member (a full-time teacher is one who is employed for a full duty day), without cost to the bargaining unit member, the MESSA PAK described below for a twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents, as defined by MESSA, including sponsored dependents.

Upon ratification of this agreement, the health insurance plan in MESSA PAK Plan A will be MESSA Choices II, effective May 1, 2005. Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK that shall include the following benefits:

1. PLAN A:

- | | |
|-------------------------|---|
| a. MESSA Health Plan | MESSA CHOICES II (Effective May 1, 2005) |
| b. MESSA Life Insurance | \$50,000 face value with \$50,000 AD&D |
| c. MESSA LTD Plan | 70 with \$5,000 maximum.
30 CD-MF
2 years, own occupation.
Social Security Offset – Family
Minimum Payout – 5%
Offset Freeze – Yes
Alcohol/Drug Waiver – Same
Mental/Nervous Waiver – Same
Rehabilitation & Maternity – Same
Cost of Living Adjustment – Yes
Survivor Income Benefit – No
Education Supplement Benefit – No
Pre-existing Waiver – Yes |
| d. MESSA/Delta Dental | Class I, II, III – 100/60/60 \$1,200
Class IV – 60: \$1,500 |
| e. MESSA/Vision Plan | VSP II |

Sponsored dependents shall be considered dependents for Health Coverage only.

ARTICLE 14 – Continued

2. PLAN B:

Bargaining unit member not electing health insurance shall receive Plan B of the MESSA PAK that shall include the following benefits:

- a. MESSA Life Insurance Same as PLAN A
- b. MESSA LTD Plan Same as PLAN A
- c. MESSA/Delta Dental Plan Same as PLAN A
- d. MESSA/Vision Plan Same as PLAN A
- e. A cash amount of \$1,750. The \$1,750 may be deferred at the employee's option into a tax-sheltered annuity of his/her choice.

The Board shall adopt a plan for the purpose of compliance with Section 125 of the Internal Revenue Code. For the duration of this contract, the Board will adopt the MESSA Option ALL Cash Option Plan. The cost of this plan will be borne by the GEA/NMEA.

Part-time employees will not be included in MESSA PAK. The MESSA Choices II insurance, the MESSA Delta Dental Insurance, the MESSA VSP II Vision Insurance, with the same coverage levels found in the full-time teacher's MESSA PAK, will be available to part-time members who 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 MESSA LTD and Life Insurance with the same coverage levels as found in the MESSA PAK, paid by the Board. Cash in lieu of health is a pro-rated benefit for part-time employees that do not elect health coverage.

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 Board may, in its sole discretion, purchase the negotiated insurances from MESSA separately or in a MESSA PAK, whichever is less expensive.

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 and become eligible for retirement benefits under the Michigan Public Schools Employees' Retirement Fund. For purposes of severance, total years of service and total accumulated sick leave shall be counted in determining the severance allowance.

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

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

This annual payment will be made on or before February 1 each year to a maximum of seven (7) annual payments. To receive payment, teachers must actually retire under the terms of the Michigan Public School Employees Retirement System. The number of annual payments will be based on the number of years a teacher has been eligible to retire under MPERS 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/NMEA membership hired prior to June 30, 1997.

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 E) and must include the specific article and section allegedly violated. It must state when the alleged violation occurred, by whom, the alleged resulting damage, and the relief sought.
- E. Nothing herein is intended to limit or exclude any teacher from filing a grievance on behalf of the Association.

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

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

ARTICLE 16 – Continued

with the grievant on the grievance and shall indicate disposition of the grievance in writing to the grievant within five (5) school days of such meeting.

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

STEP 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within ten (10) days after the decision of the Board, 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

ARTICLE 16 – GRIEVANCE PROCEDURE – Continued

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.
- 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/NMEA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. Upon reaching a tentative final agreement, it is agreed that the GEA/NMEA will meet for purposes of ratification of such agreement at the next scheduled meeting or within thirty (30) days. It is agreed that the Board will meet in official session to consider ratification within ten (10) days of receipt of notification that the GEA/NMEA 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

ARTICLE 17 – (Continued)

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/NMEA and the Board of Education, the memoranda shall become a part of the Master Agreement for the duration of the agreement.

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.
- 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.
- 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 AND NORTHERN MICHIGAN EDUCATION ASSOCIATION" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and a sufficient number of copies shall be presented to the Association for distribution to all teachers now employed. The Board will provide a copy to all teachers hereafter employed.
- E. 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).

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 substitute rate of pay.

ARTICLE 19 – Continued

No more than 184 days will be scheduled for teachers, no more than 183 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 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.

G. Fifteen (15) professional days shall be credited each year to the Northern Michigan 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 NMEA will reimburse the Board of Education for the cost of substitutes.

H. Staff meetings shall be scheduled as follows:

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

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

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

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

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

ARTICLE 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. In the event that the district installs cameras or other surveillance devices, the parties will bargain the implementation.
1. Before installation of surveillance equipment, the building administrator must present proposal to Superintendent. The building proposal must include prior discussion with staff and union representatives. The Superintendent must present proposal to the G.E.A. Contract Review Committee.
 2. It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for purposes of teacher evaluation or monitoring.
 3. 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.
- B. Use of the Phone System: Phone call logs will be used for the purpose of assessing charges for personal calls. It is understood that teachers may make use of the phone system for personal business if needed on an occasional basis. Personal calls should, except in emergencies, be made outside student contact time. The phone logs will not be used in evaluation.

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 2004 and shall continue in effect until the last day of August 2007.

**GEA/NORTHERN MICHIGAN
EDUCATION ASSOCIATION**

**GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION**

Signed by:

Signed by:

Chairperson, GEA, NMEA, MEA, NEA

Board President

NMEA Director

Board Vice President

Chief Negotiator

Board Secretary

Superintendent

SCHOOL YEAR CALENDAR – 2004-2005

**STAFF PROFESSIONAL DEVELOPMENT
WILL TAKE PLACE ON ONE OF THE FOLLOWING THREE DAYS:**

August 24

August 25

August 26

You will be notified of the date, time and place for your training prior to these dates.

Staff Opening Day/Staff In-Service	All Staff	Monday	August 30
Instruction Begins	Students	Tuesday	August 31
Labor Day	No School	Friday/Monday	September 3, 6
School Resumes		Tuesday	September 7
Prof. Dev. – District Wide	No Students	Wednesday	October 6
9-12 P-T Conferences (1:00-3:30pm; 5:00-7:30pm)	½ day Students (AM)	Thursday	October 14
K-8 Prof. Dev (1:00-3:30pm)	½ day Students (AM)	Thursday	October 14
K-8 P-T Conferences (1:00-3:30pm; 5:00-7:30pm)	½ day Students (AM)	Thursday	November 11
9-12 Prof. Dev (1:00-3:30pm)	½ day Students (AM)	Thursday	November 11
Fire Arms Day	No School	Monday	November 15
Thanksgiving Break	No School	Thurs/Fri	November 25, 26
Christmas Break	No School	Thursday	December 23
School Resumes		Monday	January 3
End of Semester	No Students ½ K-12 Prof. Dev (AM) ½ Records Day (PM)	Friday	January 14
School Resumes		Monday	January 17
K-12 P-T Conference (1:00-3:30pm; 5:00-7:30pm)	½ day students (AM)	Thursday	February 17
Spring Break Begins	No School	Friday	March 25
School Resumes		Monday	April 4
Memorial Day	No School	Monday	May 30
Last Day for Students	½ day Students (AM) ½ Records Day (PM)	Friday	June 3

GAYLORD COMMUNITY SCHOOLS

2005-2006 School Calendar

AUGUST 25, 2005 (THURSDAY)	ALL STAFF	PROFESSIONAL DEVELOPMENT
AUGUST 26, 2005 (FRIDAY)	NO SCHOOL	NO SCHOOL (ALL)
AUGUST 29, 2005 (MONDAY)	ALL STAFF	OPENING DAY (STAFF)
AUGUST 30, 2005 (TUESDAY)	FIRST DAY OF SCHOOL	STUDENT'S FIRST DAY
SEPTEMBER 2, 2005 (FRIDAY)	NO SCHOOL	NO SCHOOL (ALL)
SEPTEMBER 5, 2005 (MONDAY)	LABOR DAY (NO SCHOOL)	NO SCHOOL (ALL)
SEPTEMBER 29, 2005 (THURSDAY)	NO SCHOOL (STUDENTS)	½ day PD (9-12/AM); <i>(moved forward due to chg in MEAP testing cycle)</i> ½ day PT Conf (9-12/PM/1:00-3:30pm & 5:00-7:30pm); Prof Development (K-8/All Day)
OCTOBER 26, 2005 (WEDNESDAY)	NO SCHOOL (STUDENTS)	ISD PROF DEVELOPMENT
NOVEMBER 10, 2005 (THURSDAY)	NO SCHOOL (STUDENTS)	½ day PD (K-8/AM); ½ day PT Conf (K-8/1:00-3:30pm & 5:00-7:30pm); Prof Development (9-12/All Day)
NOVEMBER 15, 2005 (TUESDAY)	SAFETY DAY (NO SCHOOL)	NO SCHOOL (ALL)
NOVEMBER 24-25, 2005 (THURS/FRI)	THANKSGIVING BREAK (NO SCHOOL)	NO SCHOOL (ALL)
DECEMBER 23, 2005 (FRIDAY)	CHRISTMAS BREAK BEGINS (NO SCHOOL)	NO SCHOOL (ALL)
JANUARY 2, 2006 (MONDAY)	SCHOOL RESUMES	ALL
JANUARY 13, 2006 (FRIDAY)	NO SCHOOL (STUDENTS)	PROF DEVELOPMENT; ½ day PD (AM); ½ day records (PM)
FEBRUARY 16, 2006 (THURSDAY)	NO SCHOOL (STUDENTS)	½ day PD (K-12/AM); ½ day PT Conf (K-12/1:00-3:30pm & 5:00-7:30pm)
FEBRUARY 20, 2006 (MONDAY)	MID WINTER BREAK	NO SCHOOL (ALL)
MARCH 27, 2006 (MONDAY)	SPRING BREAK BEGINS (NO SCHOOL)	NO SCHOOL (ALL)
APRIL 3, 2006 (MONDAY)	SCHOOL RESUMES	ALL
APRIL 13, 2006 (FRIDAY)	NO SCHOOL (GOOD FRIDAY)	ALL
MAY 29, 2006 (MONDAY)	MEMORIAL DAY (NO SCHOOL)	NO SCHOOL (ALL)
JUNE 2, 2006 (FRIDAY)	LAST DAY OF SCHOOL – ½ DAY STUDENTS (AM)	LAST DAY OF SCHOOL

GAYLORD COMMUNITY SCHOOLS 2006-2007 TENTATIVE School Calendar

AUGUST 24, 2006 (THURSDAY)	ALL STAFF	PROFESSIONAL DEVELOPMENT
AUGUST 25, 2006 (FRIDAY)	NO SCHOOL	NO SCHOOL (ALL)
AUGUST 28, 2006 (MONDAY)	ALL STAFF	OPENING DAY (STAFF)
AUGUST 29, 2006 (TUESDAY)	FIRST DAY OF SCHOOL	STUDENT'S FIRST DAY
SEPTEMBER 1, 2006 (FRIDAY)	NO SCHOOL	NO SCHOOL (ALL)
SEPTEMBER 4, 2006 (MONDAY)	LABOR DAY (NO SCHOOL)	NO SCHOOL (ALL)
*(Date will chg??) OCTOBER 4, 2006 (WED)	NO SCHOOL (STUDENTS)	ISD PROF DEVELOPMENT
*(Date will chg??) OCTOBER 12, 2006 (THUR) <i>(move forward due to chg in MEAP testing cycle)</i>	NO SCHOOL (STUDENTS)	½ day PD (9-12/AM); ½ day PT Conf (9-12/PM/1:00-3:30pm & 5:00-7:30pm); Prof Development (K-8/All Day)
NOVEMBER 9, 2006 (THURSDAY)	NO SCHOOL (STUDENTS)	½ day PD (K-8/AM); ½ day PT Conf (K-8/1:00-3:30pm & 5:00-7:30pm); Prof Development (9-12/All Day)
NOVEMBER 15, 2006 (WEDNESDAY)	SAFETY DAY (NO SCHOOL)	NO SCHOOL (ALL)
NOVEMBER 23-24, 2006 (THURS/FRI)	THANKSGIVING BREAK (NO SCHOOL)	NO SCHOOL (ALL)
DECEMBER 22, 2006 (FRIDAY)	HOLIDAY BREAK BEGINS (NO SCHOOL)	NO SCHOOL (ALL)
JANUARY 2, 2007 (TUESDAY)	SCHOOL RESUMES	ALL
JANUARY 12, 2007 (FRIDAY)	NO SCHOOL (STUDENTS)	PROF DEVELOPMENT; ½ day PD (AM); ½ day records (PM)
FEBRUARY 15, 2007 (THURSDAY)	NO SCHOOL (STUDENTS)	½ day PD (K-12/AM); ½ day PT Conf (K-12/1:00-3:30pm & 5:00-7:30pm)
FEBRUARY 19, 2007 (MONDAY)	NO SCHOOL	NO SCHOOL (ALL)
MARCH 26, 2007 (MONDAY)	SPRING BREAK BEGINS (NO SCHOOL)	NO SCHOOL (ALL)
APRIL 2, 2007 (MONDAY)	SCHOOL RESUMES	ALL
APRIL 6, 2007 (FRIDAY)	GOOD FRIDAY (NO SCHOOL)	NO SCHOOL (ALL)
MAY 28, 2007 (MONDAY)	MEMORIAL DAY (NO SCHOOL)	NO SCHOOL (ALL)
JUNE 1, 2007 (FRIDAY)	LAST DAY OF SCHOOL – ½ DAY STUDENTS (AM)	LAST DAY OF SCHOOL

* Tentative...MEAP window and COPISD PD day dates to come; this will determine scheduling of these two days

**APPENDIX B: SCHEDULE A
WAGES/SALARIES:**

The salary schedule that was in effect during the 2003 – 2004 contract year will remain in effect during the 2004 – 2005 and 2005 – 2006 contract years. One-half of one percent (0.50%) will be added to the salary schedule for the 2006 – 2007 contract year.

SCHEDULE "A" 2004-05 and 2005-06 SALARY SCHEDULE

	BA	BA+20	BA+30	BA+40/MA	MA+15	MA+30	MA+40/EdS
1	34,299	35,073	35,420	35,886	36,579	37,305	37,841
2	35,788	36,858	37,204	37,858	38,586	39,277	39,814
3	37,401	38,618	38,966	39,837	40,556	41,245	41,782
4	39,157	40,406	40,749	41,807	42,531	43,223	43,759
5	40,903	42,188	42,531	43,776	44,502	45,194	45,723
6	42,663	43,964	44,350	45,746	46,472	47,165	47,700
7	44,395	45,746	46,090	47,722	48,447	49,142	49,678
8	46,160	47,526	47,873	49,693	50,415	51,111	51,647
9	47,953	49,318	49,803	51,666	52,388	53,085	53,619
10	49,570	51,096	51,443	53,640	54,365	55,056	55,593
11	51,285	52,877	53,238	55,614	56,339	57,063	57,958
12		54,675	55,019	57,656	58,400	59,176	59,646
15	6%	56,733	57,077	59,715	60,458	61,235	61,704
20	11%	58,447	58,792	61,429	62,172	62,949	63,418
25		59,477	60,164	63,488	64,231	65,007	66,1643
		14%	15%	17%	17%	17%	19%
27		59,820	60,507	64,516	65,259	66,036	70,622
		15%	16%	20%	20%	20%	32%

2004 - 2005: A five-hundred dollar (\$500) off-schedule stipend will be paid to all full-time bargaining unit members who did not receive a step increase or a longevity payment. This payment will be pro-rated for part-time employees.

2005 - 2006: An off-schedule salary payment of one and a quarter percent (1.25%) will be made to all full-time bargaining unit members; however, if the health insurance premium for MESSA Choices II insurance increase more than fifteen percent (15%) over the 2004-2005 premium, this off-schedule payment will be reduced by one quarter of one percent (0.25%) for each one percent increase in the health insurance premium over fifteen percent (15%). This payment will be pro-rated for part-time employees.

APPENDIX B: SCHEDULE A – (Continued)

Example for 2005 - 2006:	Premium Increase	Off Schedule Payment
	0% - 15%	1.25%
	> 15% - ≤ 16%	1.00%
	> 16% - ≤ 17%	0.75%
	> 17% - ≤ 18%	0.50%
	> 18% - ≤ 19%	0.25%
	> 19% - ≤ 20%	0.00%

SCHEDULE "A" 2006-07 SALARY SCHEDULE

	BA	BA+20	BA+30	BA+40/ MA	MA+15	MA+30	MA+40/ EDS
1	34,470	35,248	35,597	36,065	36,762	37,492	38,030
2	35,967	37,042	37,390	38,047	38,778	39,473	40,013
3	37,588	38,811	39,161	40,036	40,759	41,451	41,991
4	39,353	40,608	40,953	42,016	42,744	43,439	43,978
5	41,108	42,399	42,744	43,995	44,725	45,420	45,952
6	42,876	44,184	44,572	45,975	46,704	47,401	47,939
7	44,617	45,975	46,320	47,961	48,689	49,388	49,926
8	46,391	47,764	48,112	49,941	50,667	51,367	51,905
9	48,193	49,565	50,052	51,924	52,650	53,350	53,887
10	49,818	51,351	51,700	53,908	54,637	55,331	55,871
11	51,541	53,141	53,504	55,892	56,621	57,348	58,248
12		54,948	55,294	57,944	58,692	59,472	59,944
15	6%	57,017	57,362	60,014	60,760	61,541	62,013
20	11%	58,739	59,086	61,736	62,483	63,264	63,735
25		59,774	60,465	63,805	64,552	65,332	66,494
		14%	15%	17%	17%	17%	19%
27		60,119	60,810	64,839	65,585	66,366	70,975
		15%	16%	20%	20%	20%	32%

2006 - 2007: An off-schedule salary payment of one and a quarter percent (1.25%) will be made to all full-time bargaining unit members; however, if the health insurance premium for MESSA Choices II insurance increases more than thirteen percent (13%) over the 2005 – 2006 premium, this off-schedule payment will be reduced by one quarter of one percent (0.25%) for each one percent increase in the health insurance premium over thirteen percent (13%). This payment will be pro-rated for part-time employees.

APPENDIX B: SCHEDULE A – (Continued)

Example for 2006 - 2007:	Premium Increase	Off Schedule Payment
	0% - 13%	1.25%
	> 13% - ≤ 14%	1.00%
	> 14% - ≤ 15%	0.75%
	> 15% - ≤ 16%	0.50%
	> 16% - ≤ 17%	0.25%
	> 17% - ≤ 18%	0.00%

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 Masters degree.

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

APPENDIX C - 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:

THESE ARE NON-TENURED POSITIONS

HIGH SCHOOL ATHLETICS:

<u>Position:</u>	<u>Percentage:</u>
Head Cheerleading	12%
Asst. Cheerleading-2	8%
Head Girls Basketball	15%
Asst. Girls Basketball	8%
Asst. Girls Basketball	8%
Head Football	15%
Asst Football-2	8%
Asst Football-4	8%
Head Cross Country	12%
Head Golf	12%
Head Boys Soccer	12%
Asst Boys Soccer	8%
Head Girls Soccer	12%
Asst Girls Soccer	8%
Head Boys Basketball	15%
Asst. Boys Basketball-2	8%
Head Volleyball	12%
Asst Volleyball-2	8%
Head Wrestling	12%
Asst Wrestling	8%
Head Skiing	12%
Asst Skiing	8%
Head Baseball	12%
Asst Baseball-2	8%
Head Softball	12%
Asst Softball-2	8%
Head Track	12%
Asst Track-3	8%

MIDDLE SCHOOL ATHLETICS:

<u>Position:</u>	<u>Percentage:</u>
Assistant Athletic Director	2.5%
7th Girls Basketball-2	6%
8th Girls Basketball-2	6%
Cross Country	6%

SCHEDULE B – Continued

7th Boys Basketball-2	6%
8th Boys Basketball-2	6%
Volleyball-2	6%
Wrestling	6%
Cheerleading-2	6%
Skiing-2	6%
Head Track	6%
Asst. Track - 3	6%
Intramurals	5.5%

ACADEMICS

<u>Position:</u>	<u>Percentage:</u>
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	4.5%
HS Asst.	5%
Drama- (3 plays min.)	6%
Yearbook	5%
Computer Coordinator	\$1,400
Computer Coordinator-Elmira	\$800
Vocal Music-HS	4%
Vocal MUSIC-MDL	3%
Gifted/Talented, 1 ea	3%
National Honor Society	2%
Student Government – High School	2%

Mentor Teachers 1st year \$300
 2nd year \$200
 3rd year \$100

Mentor Council Member \$250 per year

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 days teaching the extra class. (Example: \$51,832 / 180 days / 480 minutes = \$.60 per minute x 80 minutes x 180 days = \$8,639)

APPENDIX D

TEACHER EVALUATION REPORT

Teacher _____ Status: Tenured _____ Probationary _____ 1st yr _____ 2nd yr _____ 3rd yr _____ 4th yr _____

Building _____ Position _____

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article 9 of the Master Agreement between the Gaylord Board of Education and the GEA/Northern Michigan Education Association.

The process of evaluation indicates evaluator's perceptions of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in the area(s) marked unsatisfactory.

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

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

I. SUBJECT MATTER CONTENT

KNOWLEDGE OF TEACHING AREA

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

S	U	NA/NO
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

METHODOLOGY

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

S	U	NA/NO
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

EVALUATION

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

S	U	NA/NO
___	___	___
___	___	___
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

II. MANAGEMENT

ORGANIZATION AND DIRECTION

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

S	U	NA/NO
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

CARE OF ROOM AND EQUIPMENT

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

S	U	NAMO
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

DISCIPLINE

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

S	U	NAMO
___	___	___
___	___	___
___	___	___

OBSERVATIONS LEADING TO JUDGMENT _____

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

III. RELATIONSHIPS

PERSONAL ATTRIBUTES

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

S	U	NA/NO
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

INTERPERSONAL RELATIONSHIPS

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

S	U	NAMO
—	—	—
—	—	—
—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

INSTITUTIONAL RELATIONSHIPS

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

S	U	NA/NO
—	—	—
—	—	—
—	—	—
—	—	—

OBSERVATIONS LEADING TO JUDGMENT

IMPROVEMENT NEEDED TO CORRECT AREA(S) RATED UNSATISFACTORY

IV. PROFESSIONAL BEHAVIOR

Standards

S U NA/NO

- 1. Dresses in an appropriate and professional manner.
- 2. Is on time.
- 3. Continually improves knowledge and skills that are intended to increase student achievement.
- 4. Establishes at least three written annual goals.

—	—	—
—	—	—
—	—	—
—	—	—

SUMMARY

EVALUATOR'S NARRATIVE REMARKS:

OVERALL EVALUATION ____ SATISFACTORY ____ UNSATISFACTORY

EVALUATOR _____	TEACHER _____
Signature	Signature
_____	_____
Date	Date

APPENDIX D

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			

**SOCIAL WORKER STAFF EVALUATION
GAYLORD COMMUNITY SCHOOL DISTRICT**

FOCUS:	Satisfactory	Unsatisfactory	Not applicable - Not Observed
Participates in IEPT process, as needed			
Maintains professional records on individual children			
Deals with social/affective needs of children			
Provides necessary support to teachers			
Apportions time wisely to cover the varied duties of the position			
Selects appropriate test instruments and assessment methods			

Staff Member Recommendation Date

Recommendations/Plan of Assistance/Comments (See written comments)

I, the undersigned, have discussed the above evaluation with a designated representative of the Gaylord Community School District. My signature is merely an acknowledgement of the evaluation and verification that I have received a copy of it.

Staff Member Signature

District Representative Signature

Date

Date

APPENDIX E: KINDERGARTEN PROGRAM

The following shall apply to the Kindergarten program:

1. Teachers may work flexible hours on the non-student day each week, but will be guaranteed 150 minutes of uninterrupted planning time on that day.
2. Mileage for home visitations, etc., will be paid as per the Master Agreement.
3. All terms and conditions of the contract including class size shall apply the same as to teachers in traditional programs.
4. No employee shall be reduced in hours and/or compensation as a result of the implementation of the plan.
5. The kindergarten staff may use the first week of school for the purpose of home visits. No more than five days may be used for this purpose. It is also understood that this is a non-precedent setting situation. At the end of each year, for a two-year period, a parent evaluation including questions on the value of the home visits must be conducted. The results of the measurable evaluation will be presented to the GEA Contract Review Meeting in June for continuation. The Kindergarten teachers, Elementary Principals, and Curriculum Director will collaboratively develop the evaluation tool.
6. The schedule for the second week of school will be as follows:

Tuesday, Wednesday and Thursday:

Students will be brought to school by a parent at approximately noon and will remain at school for the rest of the school day. The students will experience the school bus ride at the end of the day.

Friday:

Students will attend a full day of school. They will ride the bus to school and will ride the bus back home at the end of the day. The following week begins a normal week for all kindergarteners.

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:

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

APPENDIX G: ESEA/NCLB REQUIREMENTS

* * * * *

IMPLEMENTATION OF ESEA-NCLBA REQUIREMENTS

- A. All teachers recognize the Board's intent to have those covered by statute be "highly qualified" pursuant to the "No Child Left Behind Act" (ESEA-NCLBA) of 2001 by July 1, 2006.
- B. "Highly qualified" shall be defined as satisfying the appropriate provisions of the NCLB/ESEA legislation, as interpreted by the Michigan Department of Education for implementation in Michigan public school districts.
- C. An ESEA-NCLBA oversight committee, composed of up to five (5) teachers and up to five (5) administrators, shall be formed. The teachers who serve on this committee shall be recommended to the superintendent by the Association who shall appoint its members. The members of this committee shall review the credentials and assignments of all teachers in the district and issue a report no later than November 1, 2004 regarding which teachers are or are not yet highly qualified. The ESEA-NCLBA committee shall meet with teachers who are not highly qualified and review options available to become highly qualified.
- D. A teacher that has been recognized as highly qualified under the ESEA-NCLBA by this school district or another Michigan school district shall be recognized as highly qualified (for the assignment so recognized as requiring "highly qualified" status) by this school district for the duration of his/her employment, subject to changes in requirements in State or Federal legislation. A teacher who has been recognized as highly qualified under the ESEA-NCLBA in another school should provide that information to ESEA-NCLBA committee members for approval as meeting Gaylord Community School district standards for such recognition. If approved by members of the ESEA-NCLBA Committee, the teacher shall be considered as being highly qualified in the appropriate instructional area.
- E. A teacher who is required to be highly qualified for his/her teaching assignment by the end of the 2005-06 school year and who has not become highly qualified by July 1, 2006, shall be granted the first vacancy for which he/she applies, provided he/she is highly qualified for that vacancy. If there is no vacancy for which said teacher is highly qualified, the teacher shall be treated as if his/her current position had been eliminated following the layoff and recall provisions of this agreement.
- F. The District will help facilitate the processes by which teachers become highly qualified through reasonable accommodations to individual teachers regarding release time and reimbursement of MTTC fees (once per subject area). Other accommodations will require approval of the Superintendent.

APPENDIX H – TEACHER EVALUATION

* * * * *

RESEARCH-BASED TEACHER EVALUATION

The GEA/NMEA and Board of Education will create and support a representative task force to complete the following:

1. Review current research regarding teacher supervision and evaluation;
2. Review current evaluation procedures and related forms;
3. Review and identify the purpose(s) of teacher evaluation and supervision;
4. Develop written recommendations concerning how the evaluation/supervision practices used in the district could best be used for:
 - a. Improving student achievement;
 - b. Enhancing professional growth;
 - c. Aligning the curriculum and classroom instructional practices;
 - d. Enhancing instructional practices and supervision; and,
 - e. Integrating the District's staff development activities with the instructional program.
5. The committee members shall provide the Association President and Superintendent with a written report containing its analyses and recommendations by June 1, 2005.
6. No action shall be taken absent mutual ratification by both parties.
7. The task force shall consist of no more than two (2) teachers from each building selected by the Association President and no more than the same number of management representatives selected by the Superintendent.

* * * * *

Tentative Agreement

Between

Gaylord Education Association (GEA) and Gaylord Community Schools (GCS)

Re: Sixth Grade Camp Compensation

The following is a tentative agreement between the GEA and GCS. It will be in use for the 2005-06 school year only and is not precedent setting.

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

Conditions of Use of Personal Days


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

These days must be used during the 2005-06 school years. Unused days will be paid out at the substitute teacher rate.

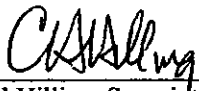
These days cannot be used to extend a vacation.

Request for use of days must indicate "camp comp day" on the request for record keeping purposes.

This agreement is entered into on this day, by the following representatives of the GEA and GCS.



Tom Johnson, GEA Negotiator
Date MAY 19, 2005



Carl Hilling, Superintendent
Date 5/19/05

LETTER OF AGREEMENT
BETWEEN
THE GAYLORD COMMUNITY SCHOOLS
AND
THE GAYLORD EDUCATION ASSOCIATION/NMEA ("GEA")

The Gaylord Community Schools and the GEA agree to extend the 2004-2007 Agreement between them, beginning September 1, 2007 and ending August 31, 2008, on the following terms and conditions:

1. The 2007-2008 calendar shall be as set forth within Attachment 1;
2. Subject to the remaining provisions of this paragraph, the 2007-2008 off schedule salary payment (1.25%) shall be as set forth within Attachment 2. If the health insurance premium for MESSA Choices II increases by more than 13% over the 2006-2007 premium, this off schedule payment shall be adjusted in exactly the same manner as set forth on page 56 of the 2004-2007 Agreement, as was applicable to the 2006-2007 off schedule salary payment;
3. In all other respects, the terms and conditions of the 2004-2007 Agreement shall be extended until the last day of August 2008.

4. The parties shall begin negotiating for a successor agreement not later than January, 2008.

5. If this Letter of Agreement (LOA) is not ratified by the GEA on or before ~~Friday~~ ^{Munday} April 13, it shall be null and void and have no precedential effect on future bargaining or any other matter. In that case, the parties also agree that neither of them is bound by or restricted in any way by the terms of this document, and that neither party will use this document or the conversations leading to its signing, as evidence against the other in any proceedings whatsoever between them, including but not limited to, proceedings before MERC.

Munday
4-23
CW
3-29-07
OR
3-30-07

6. This LOA is the result of a mutual effort to achieve an early ratified agreement. It shall not be considered bad faith bargaining by either party if one of them does not ratify a successor agreement as outlined herein. If this LOA is not ratified, neither the existence of the LOA, or any of its contents, shall be used or referred to, directly or indirectly, by either party as the basis for a grievance, unfair labor practice charge, waiver, or precedent for any mandatory subject of bargaining in any future negotiations between these parties for the 2007-2008 or future school years.

7. This is the entire agreement between these parties on this subject matter. There are no promises or representations, except as set forth herein, that have been made to induce the signing of this agreement by either party.

D. Becker
 For the GEA
 Date: 4/25/07

Cheryl A. Winters
 For the Gaylord Community Schools
 Date: 3-29-07

MASTER AGREEMENT

BETWEEN

GAYLORD COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

GAYLORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

SEPTEMBER 1, 2003 - AUGUST 31, 2006

Typed by: Sarah Madonna, Superintendent's Secretary

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ARTICLE 1 - RECOGNITION

A. The employer recognizes the GAYLORD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, affiliate of the Michigan Education Association and the National Education Association (hereinafter referred to as the Association) as the sole and exclusive collective bargaining representative for all full-time and regular part-time educational assistants (including latchkey assistants), media technicians, clerical (including Community Education Executive Assistant), custodians/groundskeeper, maintenance, computer maintenance technicians and secretarial personnel including those on leave on a per diem, hourly or class rate basis and personnel assigned to newly created positions which are not principally supervisory and/or administrative in nature but excluding mechanics, substitutes, and the following six (6) people employed in the central office: Superintendent's Secretary, Payroll Clerk, Insurance Clerk, Bookkeeper, Curriculum Secretary and Business Services Support/Special Education Secretary.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

C. The employer and union recognize four (4) categories:

1. Full-Time: An employee who is employed at least thirty (30) hours per week.
2. Part-Time: An employee who is employed less than thirty (30) hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days.
4. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill any vacancy for a period in excess of the probationary period as above defined.

ARTICLE 2 - GRIEVANCE PROCEDURE

A. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association/Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or any established practice, which is of two (2) or more years duration may be processed as a grievance as hereinafter provided.

B. In the event that a unit member or the union believe a grievable incident has occurred, the member or the union shall request a meeting with the supervisor involved within five (5) school days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within ten (10) days of the request, the claim or complaint may be formalized in writing as provided hereunder.

C. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s)/union and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the union president. The written grievance shall contain the following:

Article 2 – continued

1. It shall cite the article(s), section(s), and sub-section(s) of the Agreement alleged to have been violated;
2. It shall summarize the facts giving rise to the grievance;
3. It shall contain the date of the alleged violation;
4. It shall specify the relief requested; and,
5. It shall be signed by the grievant(s).

D. Formal Level 2: If the union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Board or its designee. Within seven (7) days after the grievance has been so submitted, the Board or its designee shall meet with the union on the grievance. The Board or its designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the union and the grievant(s).

E. Formal Level 3: If the union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the union shall be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and 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 union and employer.

F. Miscellaneous Conditions:

1. The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement.
2. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as union grievances may, at the option of the union, be initiated at Formal Level #2 of the grievance procedure.
4. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the employer shall permit a union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

Article 2 – continued

6. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- G. Grievance Report Form: (See Attached Appendix A)
- H. Restrictions on the Arbitrator's Authority: The Arbitrator shall have no power to:
1. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
 2. Award punitive damages.
 3. Issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.
 4. Rule on an issue involving employee evaluation.
 5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., wage and hour, E.E.O., M.E.R.C., etc.).

ARTICLE 3 - SENIORITY

A. Seniority shall be defined as length of continuous service, including Board approved leaves of absence, in the employ of the Board commencing with the date of last hire in this unit by department as described in Paragraph D of this Article. All new employees shall be considered probationary until they have worked for the Board for sixty (60) working days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire in the unit. It is agreed that when employee hire dates are the same, their seniority will be based upon the last four digits of the person's social security number. The employee with the lower number is placed higher on the seniority list. During the probationary period the employee may be discharged by the Board for any reason at any time except for involvement with the association during non-working hours.

- B. Seniority shall be lost under the following conditions:
1. Quit or discharge for just cause.
 2. Absence from work for three (3) consecutive working days without notification.
 3. Failure to return to work within five (5) days of receiving a recall notice following a layoff.
 4. Failure to return to work at the expiration of a leave of absence.
 5. Retirement
 6. Transfer from this bargaining unit.
 7. Falsification in connection with obtaining a leave of absence.

Article 3 - Continued

C. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in each school building lounge of the district by November 1st. Revisions and updates shall be prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions will be furnished to the union secretary.

D. Departments are defined as follows:

1. Maintenance/Custodial/Groundskeeper/Computer maintenance technician
2. Secretary
3. Educational Assistants/Media Technicians/Health Care Assistants

Qualifications and job descriptions will be established for each position in each department by a joint committee made up of representatives of the GESPA and administration.

E. A district-wide seniority list will also be published showing first date of hire in the district.

ARTICLE 4 - LEAVE OF ABSENCE

A. Unpaid Leaves - Leaves of absence without pay may be granted by the Board for good cause for a period up to ninety (90) days during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by agreement of the Board. Leaves will not be extended beyond one (1) year. Unpaid leaves of absence approved by the Board or their designee shall fall into three (3) classifications:

1. If unpaid leaves of absence are approved and the total of these days is greater than five percent (5%) of the individual's work year, the bonus/longevity shall be decreased five percent (5%) for each day above the five percent (5%).
2. Unpaid leaves approved for an emergency shall not disqualify the employee from receiving the bonus/longevity. Emergency is defined as unforeseen situations beyond the individual's control.
3. Request for unpaid leaves will be in writing and made thirty (30) days in advance except in the case of an emergency.

B. Paid Sick Leave: Ten (10) days sick leave is earned for school term employees and twelve (12) days for full calendar year employees; and credited at the rate of one (1) day per month worked with an accumulated maximum of one-hundred-forty (140) days. Days accumulated beyond 140 may not be used for sick leave but will be placed in a severance account and may accumulate up to 200 days. Previously accumulated sick leave shall be credited at the beginning of each school year for all employees. Employees who terminate for reasons other than health and without having worked the scheduled term will have one (1) earned day of sick leave per month of employment for the months actually worked. The employee may use all or any portion of his/her sick leave to recover from his/her own illness or disability and he/she may use two (2) days of sick leave per year for illness of his/her (step) mother, father, child, spouse, brother or sister. The sick leave will be coordinated with the Disability Income Insurance Plan.

Article 4 - Continued

C. Any employee whose personal illness extends beyond the period compensable under this Article shall be granted a leave of absence without pay for reasons of health up to one (1) year subject to extension by the Board of Education.

Thirty days (30) days prior to the expiration of the unpaid leave the employee shall notify the employer in writing of the employee's intent to return to work. Once this notification has been received, the employee's options will be reviewed by a supervisor. Request for extension of the existing leave, shall be in writing and supported by a doctor's statement. The leave request must be made ten (10) days prior to the expiration date.

If the District has not received notification from an employee within fifteen (15) days of the leave's expiration, the District will send the employee a reminder by certified mail to the employee's address of record.

D. Michigan Workers Compensation Law: Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of his/her accumulated sick leave. Sick leave will be deducted for the monetary value provided.

E. Funeral/Bereavement Leave: Five (5) days leave of absence with pay shall be granted for death in the immediate family. Use of the first two (2) days of funeral/bereavement will not be chargeable against sick leave for mother, father, brother, sister, spouse, child(ren) and parent's of spouse, step parents, step children, in-laws or any dependent who lives in the immediate household and shall include grandparents. Bereavement leave of a special nature may be granted at the discretion of the Superintendent.

Employees may use one day of accumulated sick leave to attend the funeral of someone other than a family member as defined above as long as overall work attendance can be covered.

F. Doctor's Statement: A doctor's statement may be required for sick leave pay when an employee has accumulated more than five (5) sick leave occurrences or whenever abuse of sick leave is suspected. This provision is subject to uniform application throughout the bargaining unit.

G. Personal Leave: Two (2) days leave of absence with pay shall be granted for personal leave. Approval is to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Not more than two (2) employees from the same building may be on personal leave on the same day unless arrangements are approved by the superintendent/designee. These numbers shall be waived on November 15 when school is closed. Any unused personal days from the prior school year will be rolled into the individual employee's sick leave accumulation.

H. Jury Duty:

1. An employee called for jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted.
2. An employee subpoenaed as a witness in a court case connected with the employee's job or the school will be paid as in H-1. This provision shall not apply to any employee who is giving testimony in an action where the employee, employees, or the Association bring or is a party to such action against the Board of Education.

Article 4 – Continued

I. Attendance Incentive:

No absence per year charged to sick leave = \$100.00

One day absence per year charged to sick leave = \$ 50.00

Per year this section is defined as July 1 to June 30. The money will be paid prior to September 30 after the year in which it was earned.

J. Military leave shall be granted in accordance with applicable laws.

K. Kindergarten Instructional Assistants assigned other duties on the non-instructional "off day" who, on such a day, use either Personal Leave or Sick Leave, will be charged one-half (1/2) a day (Personal Leave or Sick Leave) taken from their accumulated or contractually provided leave time.

ARTICLE 5 - RETIREMENT

A. Severance: Employees who retire under the Michigan School Retirement Act will be paid ten dollars (\$10.00) per day for each unused sick leave day including all days banked beyond one-hundred-forty (140) to a maximum of two hundred (200) days.

ARTICLE 6 - BOARD RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and reserved in it by the laws and the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right 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.

Article 6 – Continued

9. Establish in-service training programs for employees.
10. The executive management and administrative control of the school system.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement are in conformance with the constitution and laws of the United States.

ARTICLE 7 - MISCELLANEOUS

A. Uniforms: All custodial and maintenance employees shall wear a uniform of prescribed color while on duty. The employer shall provide each employee with three (3) pairs of trousers and three (3) shirts the first year of this contract or the first year of hire. Each year thereafter the Board will furnish three (3) pairs of trousers and three (3) shirts. Uniforms will be wash and wear permanent press.

B. Continuing Education: The enrollment fee for any employee desiring to enroll in an adult level course offered through the continuing education services of the Gaylord Community Schools to enhance the skills of his/her job, shall be paid by the Board for up to two (2) classes per year. Approval must be received from the superintendent or his designee.

C. School Closing:

1. In the event all schools are closed by the superintendent/designee, due to an Act of God, no employee except custodians and maintenance employees will report for duty.
2. Each employee including custodians and maintenance will be paid the same as his/her normal workday (extra work, overtime hours, etc. will not be considered in the "normal work day").
3. Each 12-month employees who, in fact, works on such day shall be credited with earning one vacation day for the fourth and fifth "Act of God days" per year. Each Act of God day thereafter, per year, will result in an extra day of pay for each 12-month employee who works on such day. However, if a 12-month employee is unable (due to the Act of God) to report on an Act of God day he/she will receive his/her regular pay but will not receive the vacation day or extra pay stated above.
4. In the event any or all of the Act of God days are to be made up, as determined by the superintendent, the employee(s) who received pay for the day(s) when schools were closed and did not work will not be paid for the make up days.
5. If a make up day is scheduled for a Saturday, Sunday or Holiday the overtime pay (Article 17 Section O) and Holiday pay (Article 8 Section A.2) will be applied.

D. In the event of early dismissal for weather, employees will be paid their regular pay for the day. When the students are dismissed, the employee is entitled to leave with the exception of custodial and maintenance who shall complete their day's tasks.

ARTICLE 8 - HOLIDAYS AND VACATIONS

A. Holidays:

1. Employees covered under this agreement shall receive pay for holidays listed below, provided:
 - a. On the date of the holiday, the employee has been on the payroll for at least thirty (30) working days.
 - b. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day scheduled for his classification after the holiday, unless such failure was excused by the administration due to accident, sickness or other similar cause or unless the holiday falls during the employee's scheduled vacation period.
2. Paid holidays are:
 - a. Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Good Friday afternoon.
 - b. Twelve-month employees will receive July 3, July 4 and Good Friday as paid holidays. Christmas eve day will be a paid holiday provided such day falls on Monday-Friday.
 - c. When November 15 falls on Monday through Friday, and school is not in session employees will receive the day as a paid holiday.
3. The employee will be paid only for the above listed holiday(s), which falls during his/her regular work year.
4. When the legal holiday occurs on a Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on a Sunday, the following Monday will be observed.

B. Vacations

1. Employees are entitled to a paid vacation each year based on length of service and employment on July 1 of each year. The schedule of vacation benefits is as follows:

46 - 52 week employees:

1 year of experience but less than 7 years	= 10 days
7 years of experience or more but less than 13	= 15 days
13 years or more	= 20 days

36 - 45 week employees:

1 year of experience but less than 4 years	= 4 days
4 years of experience but less than 7 years	= 6 days
7 years of experience or more	= 8 days

Prorated one year benefits will be paid to employees who have less than one (1) full year employment on July 1.

Article 8 – Continued

2. To be eligible for full vacation pay, an employee must have been paid for seventy-seven percent (77%) of their scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a prorated vacation benefit based on the number of hours paid.
3. Employees who terminate because of illness or with a minimum of ten (10) calendar days notice, will be entitled to prorated vacation benefits.
4. Vacations will normally be scheduled in five (5) day periods. Shorter durations may be approved by the immediate supervisor. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations.
5. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. Vacation pay for thirty-six to forty-five (36-45) week employees will be paid prior to July 1 after the year in which it was earned. Thirty-six to forty-five week employees may request the use of vacation day(s). If the request is granted by the immediate supervisor, the payment will be made on the next appropriate payroll.

ARTICLE 9 - HEALTH EXAMINATION

- A. Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties.
- B. For employees, an amount not to exceed forty dollars (\$40) will be paid by the Board toward a physical examination every two (2) years, when submitted for payment prior to October 1. Additional fees, if any, will be paid by the employee.
- C. Every employee shall, upon request, submit to a physical or psychiatric examination at any time, at the request of the superintendent, as a condition of continued employment; such examination to be paid by the Board.

ARTICLE 10 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a current position that is not filled. If the Board chooses not to fill the vacancy it shall notify the Association within ten (10) days from the time the position becomes vacant.
- B. The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long term job openings covered by this Agreement for a period of ten (10) working days prior to a permanent filling of these vacancies. The president of the bargaining group will receive a copy of all job openings covered by this Agreement and will be responsible for notifying laid-off, out of department employees about them.
- C. During the ten (10) day posting period as stated in B. above each employee may apply for any vacancy. The applicant who is qualified and who has the most and best qualifications shall be awarded the assignment. In the event the qualifications are equal, among two or more internal applicants, the employee who has the most district seniority shall be awarded the assignment. In the event qualifications are equal, internal applicants shall have preference over external candidates. However, a substitute who has worked for a total of sixty (60) days in one classification shall be deemed more qualified than other equally qualified external candidates.

Article 10 – Continued

D. Employees promoted shall be granted a 90 calendar day trial period to determine their ability to perform on the job and the desire to remain on the job.

E. During the 90 calendar day trial period the employee shall have the opportunity to revert to his/her former position. If the employee is unable to demonstrate ability to perform the work required during the trial period the employee shall be returned to his/her previous assignment which will be filled in accordance with A above. During the trial period the employee will receive the rate of the job he/she is performing.

F. The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.

ARTICLE 11 - REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

A. Layoff shall be defined as a planned reduction in the work force beyond normal attrition.

B. No employees shall be laid-off with less than thirty (30) days notice except in an emergency.

C. In the event of a reduction in work force the employer shall first identify the positions to be reduced/eliminated. Employees in those positions shall receive layoff notices.

D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified that is held by a less senior employee in the department.

E. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the employer as approved by the insurance company and the current law.

F. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.

G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice excluding Saturday and Sunday to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within the five (5) day period. Employees recalled to equivalent work for which they are qualified based on the department they were laid-off from are obligated to take said work. An employee who declines recall to perform work in the department from which he/she was laid-off and for which he/she is qualified, shall forfeit his/her seniority rights.

ARTICLE 12 - EMPLOYEE RIGHTS AND PROTECTION

A. Pursuant to the Public Employment Relations Act, the employer hereby agrees every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the employer undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act or other laws of Michigan or the constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union, his/her participation in any activities of the union, of collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.

C. The employer agrees in no way to discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or place of residence.

D. No employee shall be disciplined including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without just cause. However, during the probationary period, the language of Article 3, Section A is controlling in any discharge case.

E. An employee shall be entitled to have present a representative of the union during any meeting, which leads or may lead to disciplinary action. When a request for such representation is made no action shall be taken with respect to the employee until such representative of the union is present or for twenty-four (24) hours after the union has been notified--whichever is earlier. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.

F. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations - written or oral - shall be based solely on the contents of the employee's personnel file. Other examination of any employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review.

Article 12 – Continued

G. Before a bargaining unit member is rated unsatisfactory in his/her performance the administrator or supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the bargaining unit member on notice that his/her job performance is not satisfactory and to discuss means of improvement. Written summaries of such conferences shall be prepared by both the bargaining unit member and the administrator. Copies of the summaries shall be exchanged and placed in the member's personnel file.

H. If the efforts of the bargaining unit member and the administrator fail to raise the individual's job performance to a satisfactory level an Unsatisfactory Rating Form shall be filed with the superintendent's office.

I. A bargaining unit member whose job performance is unsatisfactory shall have the opportunity to be transferred to a comparable assignment, if mutually agreeable to employee involved and the District. The immediate supervisor's approval is needed and the individual will be given an opportunity for three (3) months to bring his/her job performance up to a satisfactory condition provided this is the first such unsatisfactory rating. If his/her services are rated satisfactory at the end of the three (3) month period the bargaining unit member shall be retained in the then-current assignment. If a bargaining unit member's services are rated unsatisfactory, a hearing shall be scheduled by the superintendent or designee, the purpose of which will be to ascertain the unsatisfactory job-related behaviors, to review the individual's attempts at improvements, and to identify next steps, including the possible termination of employment.

J. A bargaining unit member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an ESPA representative present.

ARTICLE 13 - UNION RIGHTS AND SECURITY

The union shall have, in addition, to other rights expressly set forth or provided by statute, the following rights:

A. 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. Additional meetings may be scheduled.

B. The union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union material.

C. Duly authorized representatives of the state and national levels of the union shall be permitted to transact official union business on school property provided this shall not interfere with nor interrupt normal school operations.

D. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this Agreement.

Article 13 – Continued

E. The employer agrees supervisors or non-unit employees shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances, which call for immediate action in a situation, which is not expected to be of a recurring nature.

F. The employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the employer will not subcontract work unless the skills and equipment needed to perform the work specified are unavailable in the school system or the schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE 14 – ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement - whichever is later - join the Association or pay a legally permissible service fee to the Association. The employee may authorize payroll deduction for such fee. In the event the employee shall not pay such service fee directly to the Association or authorized payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.2277 (7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association or its designee no later than twenty (20) days following the deduction.

B. Pursuant to *Abood v Detroit Federation of Teachers*, 431 US209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association, including ESPA, MEA, NEA, of any funds collected from him/her pursuant to provision in Section A above such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive and unless and until such procedures including any judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

C. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article the Association agrees to defend such action at its own expense and through its own counsel provided the employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and provided 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 in any action so defended it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article but this does not include any liability for compensation paid under the Michigan Employment Security Act.

Article 14 – Continued

D. Any employee who is a member of the Association or who has applied for membership may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the ESPA Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct one tenth of such dues, assessments and contributions from the regular salary check of the employee each month for ten (10) months beginning in September and ending in June of each year.

E. Upon appropriate written authorization from the employee the employer shall deduct from the salary of any such employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC, NEA-PAC contributions or any other plans or programs jointly approved by the Association and the employer.

ARTICLE 15 - INSURANCE

A. Life Insurance: Each eligible employee, as determined by the carrier, will receive employer-paid Group Term life insurance ten thousand dollars (\$10,000). The terms of this Agreement will be consistent with the provisions of the Group Life Insurance policy.

B. Disability: Disability Income Insurance will be provided for all eligible, as determined by the carrier, employees, covered by this Agreement. The plan will be thirty (30) calendar days waiting period, twenty-four (24) months benefit period, replacement of sixty percent (60%) of income. All provisions of this Agreement must be consistent with provisions of the Disability Income Insurance policy. An employee cannot draw both sick leave and Group Term Disability benefits at the same time.

C. Hospitalization:

1. Employees working less than one thousand three hundred (1,300) hours per year:

a. The Board will provide the following amount toward MESSA Super Care I toward the annual insurance premium:

2nd Year Employees =	\$ 1,000
3rd Year Employees =	\$ 1,125
4th Year Employees =	\$ 1,275
5th Year Employees =	\$ 1,425

b. The above rates to be prorated over 10 months.

2. Employees working one thousand three hundred (1,300) hours or more:

a. The Board shall make applicable monthly premium payments on behalf of Association members determined eligible by the carrier and pursuant to the terms and conditions of this Article of the Agreement for MESSA Super Care I health insurance which includes a \$5/\$10 prescription co-pay and a \$100/\$200 deductible to be reimbursed by the Board.

Article 15 – Continued

D. Dental Insurance:

1. Employees working over 1,300 hours who have hospitalization will receive SET (plan equivalent to teachers). The Board will provide fully paid full family dental insurance premiums to all qualifying bargaining unit employees determined eligible by the carrier.
2. Employees working over 1,300 hours who have a Cash Option will receive the single subscriber rate per year toward full family dental insurance.

E. Unpaid Leaves: When on unpaid leave of absence for thirty (30) days or more the employee shall pay the monthly hospitalization premium for the duration of the unpaid leave.

F. Cash Option: Employees who do not elect to take hospitalization will qualify for a cash option up to fifty percent (50%) of the eligible amount for hospitalization. The employer shall provide the cash option in lieu of health benefits. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

G. Employees shall be allowed to switch from hospitalization to tax deferred annuity and/or deferred compensation at any time, provided the employee gives the district advance written notice of at least twenty (20) calendar days.

H. Full time employees (30 hours a week or more) shall receive Board paid VSP I vision insurance.

Note: Any benefit changes in the GEA contract will be applied to the GESPA contract in 2004-05 and 2005-06.

ARTICLE 16 - HOURS OF WORK

A. The normal week shall consist of forty (40) hours, eight (8) hours per day Monday through Friday including two (2) fifteen (15) minute daily relief periods excluding a duty-free, uninterrupted lunch period of no less than one-half (1/2) hour per day. During times when students are not in school, working hours may be changed so long as the normal week shall not exceed forty (40) hours. Employees who work 3.5 to 4.0 hours shall be entitled to one fifteen (15) minute break.

Support staff may use their a.m. and/or p.m. break to extend their lunch hour. They may not use the break time to shorten their workday except on Friday's (if agreeable with office needs.)

B. The Board may assign up to one (1) employee from the high school and middle school other than Monday through Friday so long as the employee works five (5) consecutive days and is to be applied on a voluntary basis to those bargaining unit members on the payroll prior to September 1, 1983.

C. Those employees who work less than the normal week will be paid at the hourly rate for their job.

D. Payment for more than forty (40) hours per week will be at one and one-half (1 1/2) times the hourly rate for all hours beyond forty (40) hours.

Article 16 – Continued

E. Overtime will be divided among bargaining unit members of each school building department as equally as possible. Overtime will be offered on the following basis:

1. The overtime shall be rotated among all bargaining unit members in the building who are qualified to do the work in that department. If all bargaining unit members in that building refuse the overtime, it will be offered by department to bargaining unit members in the other buildings. It is understood maintenance is not assigned to a building; therefore, all maintenance overtime work shall first be offered to the maintenance bargaining unit members. Overtime work will be voluntary.
2. Overtime will be covered by the use of the "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is missed will be charged in the Overtime Chart for the purpose of balancing the overtime in D above.

F. Summer Work Schedule: After one (1) full year of experience, 12-month employees scheduled to work a minimum of forty-eight (48) weeks excluding vacations, will be paid forty (40) hours for thirty-six (36) hours work from the week of July 1 to the week of August 15 [six (6) weeks].

G. In-service: All employees shall have two paid in-service day each school year. In-service will be planned by a committee of management and Association members. Employees must be in attendance in order to be paid.

H. Compensatory Time: When the employer requests an employee to work additional hours in exchange for compensatory time off, and the employee accepts, the date and time that the compensatory time will be taken will be by mutual agreement between the employee and his/her immediate supervisor. If the compensatory time has not been taken on or before June 1, the employee shall receive straight time pay for the time worked.

When the employee requests time off and will make up the time taken off, and the employer accepts, the date and time for the make up time will be by mutual agreement between the employee and his/her immediate supervisor. If the employee has not made up the time on or before June 1 the employee's pay check will be deducted for the time he/she has taken off the job.

ARTICLE 17 - SALARY SCHEDULES

All salaries shall be increased by 1.8% for 2003-04 retroactive to September 1, 2003.

[NOTE: In addition, secretaries will be transitioned onto the regular custodial wage schedule, as follows: each bargaining unit secretary will receive one-third (1/3) of the difference between their secretarial step hourly wage and the equivalent custodial step in 2003-04; an additional one-third of this difference in 2004-05; and, a final one-third of this difference in 2005-06. Thus, in 2005-06, the secretarial and regular custodial wage scales shall be the same. Further, salary for 2004-05 and 2005-06 will be a wage/percentage equivalent to the salary/time* settlement of the GEA (total new money/time)].

Article 17 – Continued

*Time equivalent may mean salary, paid leaves, additional workdays, etc. One (1) workday =0.55%

2003-2004 Hourly Wages

Secretaries	Step	1 \$	11.53
		2 \$	11.95
		3 \$	12.40
		4 \$	12.81
		5 \$	13.30
		6 \$	13.81
Educational Assistants	Step	1 \$	9.54
		2 \$	9.93
		3 \$	10.23
		4 \$	10.57
		5 \$	10.90
		6 \$	11.24
Media Technicians	Step	1 \$	9.94
		2 \$	10.31
		3 \$	10.61
		4 \$	11.25
		5 \$	11.73
		6 \$	12.04
Custodians	Step	1 \$	12.60
		2 \$	12.97
		3 \$	13.37
		4 \$	13.74
		5 \$	14.11
		6 \$	14.55
Head Custodian/Groundskeeper	Step	1 \$	12.92
		2 \$	13.41
		3 \$	13.85
		4 \$	14.35
		5 \$	14.52
		6 \$	15.27
		6a \$	15.51
Maintenance	Step	1 \$	15.15
		2 \$	15.39
		3 \$	15.89
		4 \$	16.38
		5 \$	16.95
		6 \$	17.63

Computer Maintenance Tech

Step	1	\$	20.36
	2	\$	21.07
	3	\$	22.01
	4	\$	22.78
	5	\$	23.58
	6	\$	24.40

A. Yearly wage increases are not automatic, but are dependent upon satisfactory completion of a year's service. Notification of unsatisfactory work shall have been given to the employee during the year with suggestions for corrections.

B. An employee employed on a regularly scheduled basis after March 15 shall remain on the first step the following year.

C. Custodians who work between 3:00 p.m. and 5:00 a.m. will be paid an hourly shift premium of twenty cents (\$.20) over the salary schedule step.

D. The health care assistant will be paid an hourly premium of twenty cents (\$.20) over the salary schedule step. When the child for whom the health care aide is responsible is absent, alternative work will be assigned so as not to reduce hours of work.

E. Whenever an employee is promoted or is reclassified upward, he/she shall be placed on the first step that would generate a raise in hourly rate.

F. The amount of leave time available to an employee will be noted on pay stub three times a year (at beginning, second semester, and end of year).

G. Longevity Payments:

Annually, on the first payday of December, the District will make longevity payments for each qualifying bargaining unit member, as follow:

Maintenance workers:	\$657
Head Custodians/Groundskeepers:	\$657
Regular Custodians:	\$657
Secretaries:	\$474
Instructional Assistants:	\$474
Media Technicians:	\$474

ARTICLE 18 - NO STRIKE CLAUSE

A. The union agrees during the term of this Agreement it will not encourage, condone or participate in any strike, slowdown, complete or partial refusal to perform any work, or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline including dismissal for just cause.

Article 18 – Continued

- B. In the event such prohibited activity occurs, the school district will notify the union of such and the union agrees it will take immediate action to end such prohibited activity.
- C. The employer agrees to not lock out employees during the life of the Agreement and further agrees to not commit an unfair labor practice.

ARTICLE 19 - EVALUATION

- A. **PURPOSE** - To establish an official formal written record of the employee's job performance. This record process will provide feedback for the employee and administration concerning the employee's job performance and will offer information for improvement, professional growth and development.
- B. **DEFINITION OF TERMS:**
 - 1. An Observation is an event in gathering of data to be used in formalizing the Evaluation. This may include oral complaints, statements from witnesses and/or written anecdotal reports of activities in which the employee performed.
 - 2. The Evaluation is the formal written record of the employee's job performance, which shall be signed by the immediate supervisor and employee. The Evaluation will be placed in the employee's personnel file.
 - 3. The Evaluator is the employee's immediate supervisor and is responsible for conducting the evaluation procedure.

C. **PROCEDURE**

- 1. Each employee shall be given written notice of the name of his/her immediate supervisor upon hire and at any time it changes.
- 2. Observation for obtaining data to establish the Evaluation is an on-going process. The Evaluation of job performance will be finalized once per year and completed on or before May 15.
- 3. Whenever the employee is observed and the job performance is not satisfactory, the evaluator will bring this fact to the employee's attention within five (5) workdays from becoming knowledgeable of the situation. This notification may be oral or in writing dependent upon the severity of the situation. The written report to the employee shall include all data used to prepare the report including names of witnesses and their statements.
- 4. When the evaluator informs the employee, in writing, of an unsatisfactory job performance, the report shall include a plan for improvement. The written plan shall include:
 - a. Identifying the skill, knowledge or action, which requires improvement.
 - b. An appropriate specific recommendation for improvement.
 - c. A reasonable timeline for active improvement, additional observations and written feedback statement from the employee.

Article 19 – Continued

- d. The immediate supervisor or designee will provide reasonable assistance in implementing a., b., and c.
- e. The employee shall comply with the plan to the best of his/her ability and shall submit a written feedback statement to the evaluator on a mutually agreed upon date. This statement shall include events, date, time, location and other specific information, which the employee did to complete his/her portions of the plan.

5. The formal Evaluation Conference will be held on or before May 15 at which time the formal evaluation documents (including the attached form) will be presented to the employee. The form must be signed at this conference by both the evaluator and employee. The employee's signature is only to indicate awareness and is not to be used to indicate agreement. In the event the evaluator is recommending that the employee be terminated from employment with the Board, it shall be stated at this conference and written on the form.

6. If the employee does not agree with the evaluation he/she must submit a letter of dissent to the evaluator within ten (10) working days of the evaluation conference.

7. The absence of an evaluation for a given year will mean that the employee has performed satisfactorily during that year.

D. DISCIPLINARY ACTION

The procedure stated above does not disallow the superintendent or designee to discipline at any time during the year subject to due process and just cause.

ARTICLE 20 - SCHOOL IMPROVEMENT PLAN

- A. The Board and the Association are aware that legislation and state department rules are presently pending which may make it advisable to adopt a "School Improvement Plan or Process" and/or a "Site-Based Decision Making Plan" or other such similar plans.
- B. The Board shall notify the Association if the Board is considering formulating or modifying such a plan or process.
- C. Upon notification by the Board to the Association that such a school improvement plan/process (SIP) is to be used or modified, the Board agrees to the following provisions:
 - 1. The Association shall name at least one member to each district level committee when requested by administration.
 - 2. The Association shall receive copies of all minutes and approved actions of each SIP committee.
 - 3. Participation in any SIP is strictly voluntary.
 - 4. Non-participation in a SIP shall not be used in employee evaluations.

Article 20 – Continued

5. SIP committees shall not discuss:
 - a. Wages
 - b. Fringe Benefits
 - c. Individual employee performance/evaluation
 - d. Contract Grievances
 - e. Individual Employee Discipline
6. The SIP Committee shall not change any part of the master agreement without the prior written approval of the Board of Education and the Association.

ARTICLE 21 - HEALTH AND SAFETY

- A. Any bargaining unit member required to provide services of a medical nature to a medically fragile student shall be provided access as appropriate, to the doctor's and/or nurse's instructions as to the procedures to be used for each task of a medical nature as necessary.
- B. On a case-by-case basis, the district will determine what training should be provided to an employee assigned to a medically fragile student. The employer shall pay the training fees and employee time required outside normal working hours.
- C. Dispensing Medications - Bargaining members will be guided by Board policy and administrative regulations covering administering medicines to students. Appropriate employees will be given copies of the Board policy and regulations.

ARTICLE 22 - DURATION OF AGREEMENT

- A. This Agreement shall be effective September 1, 2003 and terminate August 31, 2006.
- B. This Agreement may not be extended orally and it is expressly understood it shall expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to an anniversary date.

GAYLORD SCHOOLS
BOARD OF EDUCATION

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

GAYLORD COMMUNITY SCHOOLS
EVALUATION FORM
NON-TEACHING PERSONNEL

NAME _____ DATE _____

BUILDING _____ POSITION _____

Place a check in front of the phrase that best fits the employee.

Related Comments

KNOWLEDGE OF WORK

K W

- 1. Requires considerable assistance
- 2. Acceptable knowledge
- 3. Well informed
- 4. Extremely well informed on all phases of work
- 5. Not observed

QUANTITY OF WORK

Q W

- 1. Does just enough to get by
- 2. Turns out fair amount
- 3. Does more than average amount
- 4. Consistently does an unusually large amount
- 5. Not observed

QUALITY OF WORK - ACCURACY/SAFETY

Q W A/S

- 1. Often unacceptable, frequent errors
- 2. Makes occasional errors
- 3. Makes few errors, careful and neat
- 4. Seldom makes mistakes
- 5. Not observed

EFFECTIVENESS WITH STUDENTS

E S

- ___ 1. Allows disruptive behavior
- ___ 2. Generates complaints from parents
- ___ 3. Maintains appropriate control
- ___ 4. Promotes positive behaviors
- ___ 5. Not observed

EFFECT ON FELLOW WORKERS

E F W

- ___ 1. Sometimes causes dissension
- ___ 2. No effect on fellow workers
- ___ 3. Promotes cooperation and good will
- ___ 4. Outstanding for loyalty and cooperation
- ___ 5. Not observed

EFFECTIVENESS WITH PUBLIC

E P

- ___ 1. Antagonizes people
- ___ 2. Pleasant and courteous
- ___ 3. Ingenious and tactful
- ___ 4. Unusual personality and aptitude
- ___ 5. Not observed

CONFIDENTIALITY - STUDENT AND STAFF

C - S

- ___ 1. Abuses student/staff confidentiality rights
- ___ 2. Uses poor judgment in casual conversations
- ___ 3. Generally recognizes student/staff rights
- ___ 4. Consistently maintains confidentiality
- ___ 5. Not observed

JUDGMENT AND COMMON SENSE

J C S

- 1. Inclined to be illogical
- 2. Acceptable
- 3. Judgment usually logical
- 4. Thinks quickly, logically
- 5. Not observed

RESPONSIBILITY

R

- 1. Not very reliable
- 2. Accepts responsibility when asked
- 3. Accepts responsibility above average requirement
- 4. Exceptionally reliable
- 5. Not observed

PROMPTNESS

P

- 1. Must be reminded about promptness
- 2. Never late or absent without good excuse
- 3. Almost never late or absent
- 4. Always present and on time
- 5. Not observed

PERSONAL APPEARANCE

P A

- 1. Often inappropriate appearance
- 2. Appropriate
- 3. Very good
- 4. Excellent
- 5. Not observed

COOPERATION WITH ADMINISTRATION

C A

- ___ 1. Very little cooperation
- ___ 2. Acceptable
- ___ 3. Very willing to work with administration
- ___ 4. Unusually cooperative
- ___ 5. Not observed

CONCLUSIONS - (OVERALL)

C

- ___ 1. Unsatisfactory: The employee will be given specific written suggestions for improvement of job-related performance.
- ___ 2. Performing in satisfactory manner

ADDITIONAL
COMMENTS:

Evaluator's Signature _____ Date _____

Position _____

Employee's Signature _____ Date _____

Copy distribution: Employee (original) Personnel File (copy)

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____ School District - Distribution of Form

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate _____ |

Building _____ Assignment _____

Name of Grievant _____ Date Filed* _____

* NOTE: Timelines associated with a particular grievance may be modified or extended by mutual consent of GESPA and administrative representatives.

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

GRIEVANCE REPORT FORM (continued)
page 2

C. Disposition – Supervisor/Principal: _____

Signature

Date

D. Disposition of Grievant and/or Union/Association: _____

Signature

Date

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

GRIEVANCE REPORT FORM (continued)
page 3

Signature

Date

STEP III

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator

Date

NOTE: All provisions of Article _____ of the Agreement dated _____ 20____, WILL
BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

LETTER OF AGREEMENT

IMPLEMENTATION OF ESEA-NCLBA REQUIREMENTS

- A. All Title I/Federally funded instructional assistants must meet the requirements of the ESEA-NCLBA of 2001 no later than January 8, 2006.
- B. These individuals may elect to meet the educational requirements under ESEA-NCLBA in any of the following ways:
 - 1. Complete a minimum of forty-eight (48) semester hours of appropriate coursework at an NCATE accredited institution of higher education.
 - 2. Obtain an Associate's Degree or a higher degree.
 - 3. Pass a state academic assessment establishing that the instructional assistant has knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
 - 4. Pass a local assessment defined by the mutual agreement of the Association and the District as meeting a rigorous standard of quality and demonstrate, through that local assessment, knowledge of, and the ability to assist in instructing reading, writing, and mathematics.
- C. An ESEA-NCLBA oversight committee composed of three (3) instructional assistants and three (3) administrators shall be formed. The instructional assistants who serve on this committee shall be recommended to the superintendent by the Association who shall appoint its members. The members of this committee shall review the credentials and assignments of all instructional assistants in the district and issue a report no later than November 1, 2004 regarding which instructional assistants are or are not yet highly qualified. The ESEA-NCLBA committee shall meet with those instructional assistants who are not highly qualified and review options available to them to become highly qualified. The committee members shall also affirm that individuals submitting completed portfolios have met the necessary requirements established by the Michigan Department of Education.
- D. An instructional assistant who has been recognized as highly qualified under the ESEA-NCLBA by this school district or the Michigan Department of Education as meeting the requirements of the ESEA-NCLBA statutes shall be recognized as highly qualified (for the assignment so recognized as requiring "highly qualified" status) by this school district for the duration of his/her employment, subject to changes in requirements in State or Federal legislation.
- E. An instructional assistant who has been recognized as highly qualified under the ESEA NCLBA in another school should provide that information to ESEA-NCLBA committee members for approval as meeting Gaylord Community School district standards for such recognition. If approved by members of the ESEA-NCLBA Committee, the instructional assistants shall be considered as being highly qualified in the appropriate instructional area.

- F. Individual instructional assistants shall provide written evidence of meeting the requirements of the ESEA-NCLBA prior to January 8, 2006. Examples of evidence include transcripts, diplomas or written results documenting passage of a State or local assessment.
- G. The District will help facilitate the processes by which instructional assistants become highly qualified through reasonable accommodations to individual assistants regarding release time and reimbursement of MTTC Basic Skills Test fees, the WorkKeys Test, or another approved local or Michigan Department of Education assessment. The District will reimburse only the costs of one (1) tutorial and one (1) assessment per individual per year. Other accommodations would require approval of the Superintendent.
- H. An employee subject to the requirements of the ESEA-NCLBA statute, who is unable to meet the requirements by January 8, 2006, shall be allowed to "bump" the lowest seniored instructional assistant currently in a position that does not meet the ESEA-NCLBA requirements. If no position is available to an employee s/he shall be subject to the layoff provisions of the Master Agreement.

Letter of Agreement
Between
The Gaylord Community Schools
Board of Education
And
Gaylord Education Support Personnel Association

The parties do hereby mutually agree to extend all terms and conditions of the 2006-2007 negotiated agreement through August 31, 2008 with the following exceptions:

1. ARTICLE 17 - SALARY SCHEDULES

Salary for 2007-2008 will be a wage/percentage equivalent to the salary/time settlement of the GEA (total new money/time) and translates as follows:

- A. One half of one percent (0.50%) will be added to the salary schedules for the 2007-2008 contract year.
- B. An off-schedule salary payment of one and a quarter percent (1.25%) will be made to all full-time bargaining unit members. This payment will be pro-rated for part-time employees.

2. ARTICLE 22 - DURATION OF AGREEMENT

This agreement shall be effective September 1, 2007 and terminate August 31, 2008. This Agreement may not be extended orally and it is expressly understood it shall expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to an anniversary date.

Gaylord Educational Support
Personnel Association

Gaylord Community School
Board of Education

TA By: Marc Smith
Date: 8/20/07

TA By: Curtis
Date: 8-28-07

By: Linda Davis
Date: 9-10-07

**LETTER OF AGREEMENT
TO ACCOMPANY ONE YEAR EXTENSION AGREEMENT
BETWEEN GAYLORD COMMUNITY SCHOOLS (BOARD) AND THE GAYLORD EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION/MEA/NEA (GESPA)**

In consideration for the extension of the 2003-2006 Master Agreement for a period of one year, commencing September 1, 2007 and continuing through August 31, 2008, the Board and GESPA agree that:


1. For a period of one calendar year, in the event layoffs occur, Article 11, D shall be modified to read as follows:

D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified that is held by a less senior employee in the department. If more than one bump results from application of the foregoing sentence, the employee shall have the right to assume the position of the least senior employee in the department with the same hours, and the least senior employee shall then be placed on the recall list.

2. In all other respects, Article 11 shall remain as written in the 2003-06 Master Agreement.

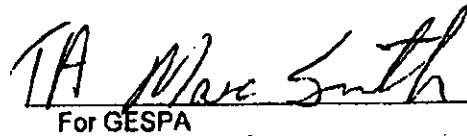
3. This Letter of Agreement shall expire August 31, 2008.

4. It is understood that if the Tentative Agreement (TA) to extend the 2003-2006 Master Agreement is not ratified, neither party is bound by the terms of the TA or this Letter of Agreement in future negotiations.




For the Board

Date: 8-28-07



For GESPA

Date: 8/28/07

By: 

Date: 9-10-07

MASTER AGREEMENT

between the

**GAYLORD COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**GAYLORD BUILDING PRINCIPALS' ASSOCIATION
(GBPA)**

2007 - 2010

Article I – Recognition

- A. The Board of Education of the Gaylord Community Schools, hereinafter referred to as “Board,” recognizes the Gaylord Building Principals’ Association, hereinafter referred to as the “Association,” as the sole bargaining representative for all building principals and assistant principals, hereinafter referred to as “Administrators.”
- B. This Agreement shall be binding upon both parties and shall supersede any rules or regulations or practices which are contrary to the specific terms of this Agreement. Both parties may mutually agree to meet and renegotiate changes or additions to this Agreement at any time in its duration.
- C. Each Administrator shall be afforded a two-year individual contract under this Agreement. The Board shall review each such contract annually, and shall, on or before July 1st of each year, take official action determining whether or not the individual contract is extended for an additional year and notify the individual Administrator of its action in writing. If written notice is given, the administrator shall then have a one year contract, to be considered for nonrenewal or extension in accordance with the School Code or this agreement, as applicable. If no action is taken by the Board on an individual contract by July 1st of each year, then that contract shall be deemed to have been extended for an additional year, so that the administrator has a two year contract.

Article II – Professional Compensation

- A. The Board and Association agree that compensation shall be based on an index that is based on the ED.S. Step 12 of the teachers’ contract. Multipliers for each Administrator’s position and other information are shown in Appendix A.
- B. Additional days worked beyond individual administrative contracted weeks will be paid at per diem rate upon approval of the Superintendent.
- C. Days Worked. Building Administrators will be available in their buildings or at other worksites on the same days as the Central Office administrators, during the weeks such Administrators are contracted to perform services for the District. As professional managers of the District, it is understood that during their contracted weeks, Building Administrators are on call to handle matters affecting their buildings and any other assigned areas of responsibility.

Administrators will notify the Superintendent or designee of absences from their buildings, and will ensure that the Superintendent’s office has his/her cell phone number or other contact information when away from their buildings. Similarly, the Superintendent will provide his/her cell phone number to each Administrator.

In this way, District management can have prompt contact with each other to report and discuss matters affecting the District.

Article III – Fringe Benefits

- A. The Administrators shall be provided health and hospital insurance; the full deductible will be paid by the Board. The parties agree that the Blue Cross Blue Shield Flexible Blue Plan 2 HRA is comparable to that of the teachers. The parties will meet every year to review their experience under this plan. Plan design changes may be made by mutual agreement.
- B. The Administrators shall be provided dental and vision insurance comparable to that of the teachers.
- C. Each Administrator shall be covered with long-term disability insurance to age 65. Sick days may be used until the long-term disability benefits begin.
- D. The Board shall provide personal liability insurance for each Administrator at a minimum of \$1,000,000. It is acknowledged that Administrators are agents of the District and are authorized to act only in accordance with Board policies and other policies, practices and directives of the Board, the Superintendent or their designees. Any Administrator who acts outside the scope and authority of his or her employment, may be excluded by the liability carrier from protection under the policy.
- E. If a Principal is required to be absent from school as a result of a personal injury caused by an assault against the Principal in the course of employment as such Principal, the Principal's full salary will be paid, less the amount of any Workers' Compensation benefits, for a period of time not exceeding one (1) calendar year. Any such absence will not be charged to the Principal's annual or accumulated sick leave.
- F. The Board shall purchase and keep in effect a term life insurance policy in the amount of two times the Administrator, to a maximum of \$125,000.
- G. **Alternative Tax-Deferred Annuity.** In the event that and so long as the Administrator does not require, request, and receive the above-described health insurance, the Administrator shall be entitled to and receive an annual tax-deferred annuity payment in the amount of \$2,500 per year to be deposited in a tax-deferred annuity fund, or cash option, as mutually agreed upon by the parties. The Board shall be entitled to make periodic payments at any time during the annuity year to fulfill this obligation.
- H. Administrators shall have the following holidays: the Friday before Labor Day, Labor Day, Firearms Day (if on school day and school not in session),

Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, day after Christmas, New Year's Eve Day, New Year's Day, mid-winter break, Good Friday (if school not in session), Memorial Day, and July 4 (4 day weekend unless it falls on Wednesday).

- I. All Administrators shall have ten (10) vacation days, except the High School Principal who shall have thirty (30) days. Those days may be used at any time as approved by the Superintendent.
- J. Sick Leave. Each Administrator shall have a minimum of twenty sick days per year and can accumulate a maximum of 60 days. Sick leave is prorated if the Administrator does not perform services in any month. Previously accumulated sick leave plus 20 days shall be credited to each Administrator on July 1 of each year, starting with July 1, 2007. At resignation, retirement or other termination of employment, if more sick days have been used than earned, the Administrator shall reimburse the District at their per diem rate, and this amount may be deducted from any salary or other funds owed to Administrator at termination of employment. Sick leave may be used for emergencies, FMLA leaves, and bereavement as approved by the Superintendent. The Superintendent may require a certificate of necessary absence from a licensed physician or other proof of absence in order to qualify for sick pay.

Those Administrators who accumulated sick leave days in the District prior to employment as an Administrator shall be entitled to all severance benefits for those days as allowed teachers upon retirement under the GEA Agreement in effect at Administrator's retirement. There shall be no duplication of payment of severance benefits for unused sick days.

- K. Sick Days. Sick days may be used according to the GEA contract in effect.

Sick days accumulated above 60 days each year shall be multiplied by the rate designated in the GEA Master Agreement then in effect. The sum will be paid out yearly or placed in a tax sheltered annuity of the Administrator's choice.

Article IV -- Miscellaneous Provisions

- A. There shall be "Contract Review" meetings as requested by either party to address issues in this contract prior to its expiration.
- B. An annual educational allowance shall be granted for an accredited university degree program and inclusive of administrative and professional development upon approval by the Superintendent. This amount shall be three (3) times the current graduate credit fee at Central Michigan University. This amount shall be allowed to accumulate for up to four (4) years.

- C. The Board shall annually pay the full cost of membership for each Administrator to belong to a professional association (MASSP or MEMSPA) as well as for ACSD.
- D. The Board shall pay the cost of attendance at the annual state convention of each Administrator's professional association. National conferences will be permitted on a rotation basis as determined through joint planning with all District Administrators in collaboration and with approval of the Superintendent.
- E. The District shall reimburse the Administrator for all reasonable expenses resulting directly from the performance of his/her duties as Administrator.
- F. The Board shall continue to provide purchasing cards for the use of Administrators. These cards may be used only for expenses related to the needs of the District.
- G. A monthly mileage expense check in the amount of \$50 shall be paid in the months August through June. Any 52-week Administrator shall be paid in each of the 12 months.
- H. Any complaint made against any Principal or person whom the Principal supervises by any parent, student, employee or other individual will be called to the attention of the Principal in a timely manner. Principals shall be provided with information regarding the nature of the complaint, the person(s) filing the complaint and the date on which the complaint was submitted.
- I. An Administrator may appear before the Board of Education concerning any disciplinary action placed in his or her file, upon written request. Prior to such an appearance, the administrator should meet with the Superintendent in an effort to resolve the issue.
- J. Postings for all central office and building administrative positions will be distributed according to District policy.
- K. The Superintendent shall routinely designate each year approximately one half of the GBPA members for evaluation. For those designated, the criteria and tool for evaluation shall be provided not later than September 30, or 20 working days after the first day of service for those Administrators who begin after the beginning of a school year. The GBPA will have an opportunity for input on the general criteria to be used and the evaluation tool. Each Administrator will have the opportunity for comment on the final evaluation document to be placed in his/her file. Performance concerns may lead to an evaluation at any time at the discretion of the Superintendent or Board.
- L. Administrators who resign or are laid off from an administrative assignment shall be placed within the GEA bargaining unit to the extent permitted by the GEA

Master Agreement. Seniority and placement on the salary schedule shall be governed by the GEA Master Agreement then in effect. GBPA members acknowledge that they may be required by federal and state law to be fully certificated and highly qualified to be placed in a GEA bargaining unit position. Recall rights for GBPA members with teacher tenure rights in the District are governed by the Tenure Act. Otherwise, recall rights exist for one school year from the effective date of the layoff.

Article V – Duration of Agreement

This Agreement shall be effective as of the first day of July, 2007, and shall continue in effect until the thirtieth day of June, 2010.

**GAYLORD BUILDING PRINCIPALS'
SCHOOLS ASSOCIATION**


GBPA Representative


GBPA Representative

Date: 8-23-07

**GAYLORD COMMUNITY
BOARD OF EDUCATION**


Board President


Superintendent

Date: 8-23-07

**GAYLORD COMMUNITY SCHOOLS
BUILDING ADMINISTRATOR SALARY SCHEDULE
(Updated April 2005)**

APPENDIX A

BASE SALARY TABLE

To determine base salary, multiply the appropriate factor by the MA+40/EdS, Step 12 of the GEA Master Agreement (teachers' contract).

<u>POSITION</u>	<u>FACTOR</u>	<u>BASE SALARY FORMULA</u>	
High School Principal	1.405	(MA+40/EdS, Step 12) x Factor	83,803
High School Asst Principal	1.2475	(MA+40/EdS, Step 12) x Factor	74,408
GAP Principal	1.2475	(MA+40/EdS, Step 12) x Factor	74,408
Middle School Principal	1.3	(MA+40/EdS, Step 12) x Factor	77,540
Middle School Asst Principal	1.226	(MA+40/EdS, Step 12) x Factor	73,126
Intermediate School Principal	1.2475	(MA+40/EdS, Step 12) x Factor	74,408
Intermediate School Asst Principal	1.195	(MA+40/EdS, Step 12) x Factor	71,277
Elementary School Principal	1.2265	(MA+40/EdS, Step 12) x Factor	73,156

LONGEVITY STEPS

Longevity is pay above the base salary for years of service in education. For Administrators hired after November 12, 2001, full credit is given for each year of experience as a school administrator. Additionally, a half-year's credit is given for each year of experience as a teacher. Hence, the formula for Administrators hired after November 12, 2001 is as follows: $LS = (A+1) + (1/2 \times T)$, where LS is the longevity step, A is the number of years as an Administrator, and T is the number of years as a teacher.

Example #1: An Administrator is hired with 4 years of experience as an Administrator and 10 years of experience as a teacher. Applying the formula, $LS = (4+1) + (1/2 \times 10)$, the person would be paid at Longevity Step 10.

Example #2: An Administrator is hired with 8 years of experience as a teacher but no administrative experience. Applying the formula $LS = (0+1) + (1/2 \times 8)$, the person would be paid at Longevity Step 5.

STEP	<u>LONGEVITY AMOUNT</u>			
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-2008</u>
5	1,628	1,628	1,636	1,644
10	3,256	3,256	3,272	3,288
15	4,883	4,883	4,907	4,932
20	6,511	6,511	6,544	6,577
25	8,139	8,139	8,180	8,221

Note: The longevity step amount increases each year at the same percentage as the teachers' salary increase.

In 2007-08: An off-schedule salary payment of one and a quarter percent (1.25%) will be made to all Association members; however, if the health insurance premium for MESSA Choices II insurance increases more than thirteen percent (13%) over the 2006-07 premium, this off-schedule payment will be reduced by one quarter of one percent (0.25%) for each one percent (1%) increase in the health insurance premium over thirteen percent (13%).