GLADWIN COMMUNITY SCHOOLS

MASTER AGREEMENT

GLADWIN EDUCATION ASSOCIATION

July 1, 2024
June 30, 2026

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

WITNESSETH

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

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

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

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

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

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude substitute teachers, Superintendent, Assistant Superintendents, Director of School and Community Relations, Principals, Assistant Principals, Business Manager, and any other person engaged fifty percent (50%) of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as defined above and reflect both genders.

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

ARTICLE II – TEACHER RIGHTS

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

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

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

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

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

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

G. The Board agrees to furnish to the Association in response to written requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

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

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

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

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

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

ARTICLE III – RIGHTS OF THE BOARD

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

legislature of this State, the Constitution of this State, or by Congress of the United States, or the Constitution of the United States.

ARTICLE IV – PAYROLL DEDUCTIONS

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

B. This Article shall become effective on August 1, 2024.

1. Any bargaining unit member may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to Gladwin Community Schools a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association and/or its PAC. The GEA agrees to execute signed and dated consent forms which affirmatively consent to the deduction in compliance with the Michigan Campaign Finance Act, prior to Gladwin Community Schools deducting union dues. Authorization will be provided by the Association to Gladwin Community Schools which details the amount of the

   The Employer shall process payroll deduction forms received, in one communication, from the Gladwin Education Association, within (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member to the Gladwin Education Association, who then is responsible for informing Gladwin Community Schools and providing such documentation.

   Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

   If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

2. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions, or any other plans or programs jointly approved by the Association and Employer.

3. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association and/or its PAC, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place.

4. The GEA agrees to hold harmless and indemnify Gladwin Community Schools from any and all liability, arising out of GEA negligence, whether it be sole or in concert with others, in connection with the performance of services described herein.

ARTICLE V – TEACHING HOURS AND CLASS SIZE

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

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

B. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed twenty-seven and one-half hours (27.5) of pupil contact per week. The normal weekly teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed five and three-quarter hours (5.75) of pupil contact per day and not to exceed twenty-eight and three-quarter hours (28.75) of pupil contact per week. The Administration will attempt to assign newly employed, inexperienced teachers to the lowest class size at their teaching level.

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

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

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

F. If a teacher teaches more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at "Rate of Pay" schedule per period for each period he/she is substituting. The teacher shall have the option to select compensatory time when he/she has substituted three hundred sixty minutes (360). Compensatory time may be used in one-half (½) or full day increments. Compensatory time must be used in not more than two (2) days at a time or more than a total of five (5) days in any given school year. Use of compensatory time shall be limited to one (1) individual per building on any given day. Unused compensatory time shall be paid within three (3) weeks after the end of the students' last day of school.

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

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

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

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

ARTICLE VI - SPECIAL STUDENT PROGRAM

A. Special attention will be given to reducing class size where special needs students are placed in the regular classroom of a newly employed, inexperienced teacher without prior approval of the Association.

B.

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

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

3. In assigning a student with special needs to a general education classroom when more than one (1) classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the student's condition, the number of other students with special needs assigned to the class and the overall class sizes within the applicable classrooms.

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

ARTICLE VII - TEACHING CONDITIONS

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

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

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

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

E. The Board agrees to make available in each school, computers and copy machines to aid teachers in the preparation of instructional materials.

F. The Board will attempt to provide:

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

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

3. Adequate whiteboard space in every classroom.

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

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

6. Adequate attendance program, paper, pencils, pens, dry erase markers**,** erasers, computers, and other materials required in daily teaching responsibility.

7. Appropriate safety clothing for art, vocational, and industrial education teachers.

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

H. The Board shall make available in each school adequate rest rooms and lavatory facilities exclusively for staff use and at least one (1) room, appropriately furnished, which shall be reserved for the use of the staff as a lounge.

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

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

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

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

M. Elementary teachers asked to move to a different elementary grade level will be paid a moving stipend of two hundred dollars ($200.00) if they are required to move to a different room or building.

ARTICLE VIII - DEPARTMENT CHAIRPERSONS

A. The District may accept applications for the assignment of department chairs and or grade level chairs. The department chairperson shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the departments and the school administration. Such chairperson shall not be considered a supervisory employee. Adequate clerical and secretarial assistance shall be provided to

the department chairperson to assist in the performance of their duties. Adequate notice shall be provided for all reports or evaluations requested by an administrator from a department chairman.

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

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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

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

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

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

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

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

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

ARTICLE X - VACANCIES, PROMOTIONS and TRANSFERS

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

B. The Board supports filling vacancies and new positions, including supervisory positions, from within its own teaching staff. Whenever a vacancy or new position arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school district building for no less than two weeks before the position is filled. Such notices shall include a description of the position and its responsibilities, location of the position and qualifications needed to fill the position. Should vacancies occur during the summer break, staff members shall be notified by e-mail to each teacher and the posting will be posted on the district web site.

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

ARTICLE XI - ILLNESS or DISABILITY

A. At the beginning of each school year each teacher shall be credited with a twelve (12) day sick leave allowance up to an accumulation of two hundred twelve days (212) to be used for absences caused by illness or physical disability of the teacher, a member of the immediate family in the household, and/or the father and mother of the teacher. The unused portion of such allowance shall be allowed to accumulate from year to year to a

limit of two hundred (200) days, a day being six (6) hours. A teacher may use increments of one (1) hour when needed**.** A statement of accumulation shall be sent to each teacher at least annually. Sick leave accumulations shall be noted on pay stubs bi-weekly. Up to five (5) of these days per year may be used for immediate family, not included above, (children out of the home, brother, sister, daughter-in-law, son-in-law, mother-in -law, father-in-law, grandparent and grandchild.) However, these days shall not accumulate for this purpose from year to year.

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

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

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

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

3. Teachers in their first (1st) year at Gladwin may not draw from the sick bank. Upon application, teachers may draw up to ten (10) days in their second (2nd) year and fifteen (15) in their third (3rd) year. Beginning with the fourth (4th) year of employment in the Gladwin school system, upon application, withdrawals may be made for up to the balance of the school year, should such days be available within the bank's balance.

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

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

6. The use of the sick bank for maternity leave or paternity leave is prohibited. If there is a medical event during any part of the pregnancy, birth or immediately after, it becomes sick bank eligible. A teacher will be able to be reimbursed for up to the amount of medical days used during that event.

7. In the event of a medical emergency which requires a newborn to stay in the hospital for an extended time the employee becomes sick bank eligible for the days spent in the hospital with a child.

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

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

F. Upon retirement or voluntarily resigning from the school system, bargaining unit members shall be compensated at the rate of fifty percent (50%) of two hundred days (200) of the current substitute teacher pay for each accumulated sick day. A teacher must have been employed a minimum of fifteen (15) years by Gladwin Community Schools to qualify for this incentive.

ARTICLE XII - PROFESSIONAL, PERSONAL and ASSOCIATION LEAVE

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

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

C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A teacher serving on a recognized public governing body for up to one (1) day per month shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such service shall not be counted against personal business or sick leave if

not more than the time indicated above. The faculty shall be allowed up to eighteen (18) days per school year for said service. Applications for said days shall follow procedures under Section B above.

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

GLADWIN COMMUNITY SCHOOLS

Personal Leave Day Form

Personal day forms may vary from building to building but must include the date the request was made, the name of the requesting person, the date requested for leave, if it is a full or half day and signature lines for the teacher, ethics representative, and administrator.

_____
Date

I, _____ am requesting a

Full Day _____

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

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

Purpose _____

_____

_____
Teacher's signature

APPROVED:

_____
Ethics Committee

DENIED:

_____
Ethics Committee

ARTICLE XIII - PAID and UNPAID LEAVES of ABSENCE

A. A leave of absence of one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries: foreign or military teaching programs; the Peace Corps, Teachers' Corps or Job Corps as a full-time participant in such programs; work beneficial to the community or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Such leave of absence may be renewed for a second (2nd) year if applied for by April 1 in the first (1st) leave of absence. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period except for cultural travel. For leaves of cultural travel, the teachers shall be placed on a salary schedule one position above that occupied during the last year prior to the leave.

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

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

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

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

Upon return from such leave, a teacher shall be placed on the salary schedule one (1) position above that occupied during the last year prior to taking the leave. The taking of a leave shall not constitute a break in service; however, seniority shall remain frozen for the duration of the leave.

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

E. Maternity Leave

1. Maternity paid leave begins when the child/children is/are discharged from the hospital.

2. If there is a medical event during any part of the pregnancy, birth or immediately after the medical event becomes sick bank eligible for maternity. The teacher will be able to be reimbursed for up to the amount of medical days used during that medical event.

3. All maternity paid leave must be taken consecutively once it begins.

4. If a mother chooses to use more days than she has sick days accumulated to reach her FMLA limit then those days above her accumulated amount are unpaid days.

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

F. Paternity Leave

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

2. Paternity paid leave can start within 12 weeks of the child/children being discharged from the hospital.

3. All paternity paid leave must be taken consecutively once it begins.

4. If a father chooses to use more days than he has sick days accumulated to reach his FMLA limit then those days above his accumulated amount are unpaid days.

G. Family Medical Leave Act

1. *Under the Family Medical Leave Act (FMLA), eligible employees can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons. FMLA coverage runs concurrent to paid and unpaid time.*

    - *The birth of a child or placement of a child for adoption or foster care.*
    - *To bond with a child (leave must be taken within one year of the child's birth or placement).*
    - *To care for the employee's spouse, child, or parent who has a qualifying serious health condition.*
    - *For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job.*
    - *For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent.*

2. *An eligible employee who is a covered service member's spouse, child, parent or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.*
3. *An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.*
4. *While employees are on FMLA leave, the district must continue medical, dental and vision coverage as if the employees were not on leave.*
5. *Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits and other employment terms and conditions.*
6. *For questions about FMLA leave eligibility, refer to the FMLA Roadmap or consult this list of frequently asked questions in the Leaves of Absence Toolkit.*

7. *To submit a request for FMLA please contact the Business Office for the required paperwork.*

H. Spouses Who Work for the Same Employer (FMLA)

1. *Generally, the FMLA entitles each eligible employee to take up to 12 workweeks of FMLA leave in a 12-month period for certain family and medical reasons. The FMLA also entitles each employee to take up to 26 workweeks of FMLA leave in a single 12-month period for military caregiver leave. However, under the FMLA, spouses who work for the same employer share the total number of workweeks of FMLA leave available for certain reasons.*
2. *Spouses who work for the same employer share a total of 12 workweeks of FMLA leave per leave year for:*
    - *The birth of a child,*
    - *Placement of a child with the employee for adoption or foster care, or*
    - *Care for a parent with a serious health condition.*

3. *Spouses who work for the same employer also share a total of 26 workweeks of FMLA to care for a military family member with a serious injury or illness.*
4. *Spouses who work for the same employer may each use a total of 12 workweeks of FMLA leave in a leave year for:*
    - *Their own serious health condition,*
    - *To care for a spouse or child with a serious health condition, or*
    - *Due to a qualifying exigency.*

5. *Definition of spouse. Under the FMLA, spouse means a husband or wife as defined or recognized in the state where the individual was married, including individuals in a common law marriage and married same-sex couples. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if the marriage could have been entered into in at least one state. Individuals in civil unions and domestic partnerships are not considered spouses under the FMLA and, therefore, do not share FMLA leave when employed by the same employer.*

I. Child Care

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

2. A teacher returning from a childcare leave of absence shall be fully reinstated to his/her previous position provided the teacher returns to work within the first (1st) twelve (12) calendar months of taking said leave. A teacher returning from a

childcare leave of absence after twelve (12) calendar months of taking said leave, shall be fully reinstated to the teacher's former position if it is not presently filled by a tenure teacher. Said teacher shall be reinstated to the first (1st) available position for which the teacher is certified and qualified to teach.

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

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

5. Upon return from such leave a teacher shall be placed on the salary schedule one (1) position above that occupied during the last year prior to taking the leave.

ARTICLE XIV - ACADEMIC FREEDOM

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

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

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

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

ARTICLE XV- PERSONNEL FILE and BONUS PAY

A. Each teacher shall have the right, upon request, to review the contents of his/her own personal file. A representative of the Association may at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

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

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

C. Teachers who receive an minimally effective or ineffective evaluation in their normal evaluation (current model of teacher evaluation) will not be eligible for merit bonus.

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

ARTICLE XVI - PROFESSIONAL BEHAVIOR

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

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

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

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

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

ARTICLE XVII - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work

on advanced degrees or specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

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

C. First (1st) year teachers may be required to attend up to two (2) additional inservice days prior to their start of instruction.

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

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

ARTICLE XVIII - MAINTENANCE of STANDARDS

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

ARTICLE XIX - REDUCTIONS in PERSONNEL, SENIORITY and RECALL

A. The fact that a teacher is placed on layoff shall not result in the loss of status or credit for previous years of service. Upon return to the school district, he/she shall be placed on the salary schedule one (1) position above that occupied at the time of layoff. However, substantive teaching experience in another district or over forty-five (45) days of substituting in each year in any district or districts will be credited as years of service.

B.

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

2. A seniority list consistent with this Agreement shall be prepared by the Board within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order of the bargaining unit members first (1st) date of work as set forth in the preceding section. In the event more than one (1) individual has the same first (1st) day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place, and time, will be provided in writing to the Association and all affected members two (2) weeks before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows Association members to attend. The Association President or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within one (1) week.

3. The seniority list shall be published with notation of the certification/approvals and total years of service (Gladwin and other) for each Association member and emailed to each Association Member by October 15th of each school year. Updates of the list shall be published and posted as they are made but no less than once (1) a semester. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any Association member on written notice to the Association or at the request of the Association.

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

D. Special Assignment

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

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

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

E. The Association and all teachers recognize the Board's intent and obligation to comply with Every Student Succeeds Act (ESSA). The Association will be notified in the event the Board takes action for the purpose of complying with the ESSA if it is believed such action will adversely affect the employment status of a bargaining unit member.

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

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

H. Assistance
The Board will assist teachers who become "highly qualified" by reimbursement of MTTC fees for each area in which the teacher become**s** "highly qualified." The reimbursement shall be one hundred percent (100%) of the fees for first time testing and fifty percent (50%) of the fees for second time testing, if needed.

ARTICLE XX - CONTINUITY of OPERATION

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

B. The school calendar shall be a minimum of one hundred eighty student days (180) and not have less than the minimum state required number of instructional hours.

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

ARTICLE XXI - SCHOOL CALENDAR

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

B. Records day will be provided for teachers at semesters and will only be utilized as a duty-free teacher workday.

C. If the law changed on PDO time (student contact time) the calendar will be re-opened.

ARTICLE XXII: TEACHER PERFORMANCE ASSESSMENT

A. For the purposes of evaluation required by MCL-Section 380.1249, "teacher" is defined as an individual who has a valid Michigan teaching certificate or authorization; who is employed, or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils in any grades K to 12 as a teacher of record.

B. Evaluation Tool

The state-approved evaluation tool to be used is "The 5 Dimensions of Teaching and Learning. The system must evaluate job performance while providing timely and constructive feedback, establish clear approaches to measuring student growth, using multiple rating categories of effective, developing, and needing support, and inform decisions regarding effectiveness and development of teachers and school administrators.

C. Refer to Appendix E, Teacher Performance Assessment, for full details of teacher evaluation protocol, timing and requirements, probationary and tenured teacher information, grievance procedure, dismissal, and key term definitions and explanations.

ARTICLE XXIII – PROFESSIONAL COMPENSATION

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

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

C. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance at the current Internal Revenue Service rate for business mileage. The same allowance shall be given for use of personal cars for field trips or other business of the District.

D. Retirement:

1. Three hundred dollars ($300) per year for experience in the Gladwin system shall be paid to the retiring teacher under the MPSERS Retirement System.

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

E. Schedule B stipends, other than coaching checks shall be paid the first (1st) pay of May of each year.

F. Teaching staff who separate from service and qualify for the retirement incentives within our contract will be required to place their monetary amount into a non-elective board approved annuity.

ARTICLE XXIV - INSURANCE PROTECTION

Pursuant to the Authority set forth in Public Act 152 of 2011 the Board agrees to furnish to all teachers the following protection:

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

1. Insurance through Blue Cross Blue Shield HSA (See specific plan for updated details)
   HSA contribution $1,600 single, $3,200 double or family
   Prescription coverage: $0 after deductible
   Additional coverage Includes:

   Dental, Vision, Accidental Death and Dismemberment, Life ($30,000), Long Term Disability

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

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

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

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

3. Six thousand dollars ($6,000) per year paid at a rate of five hundred dollars ($500) per month if the teacher does not elect to take health coverage. This benefit shall only be provided to teachers working in the district as of September 1, 2007.

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

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

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

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

D. The Board's annual premium for full time teachers electing Medical Insurance with shall be in compliance with one of the two insurance payment calculations identified in current legislation (PA 54 and PA 152).

Teachers will pay their portion of the premium co-pays divided equally over twenty-six (26) pays. Equal installments will be spread out over twenty-one (21) pays for teachers electing a twenty-one (21) pay option (no pay for the five [5] weeks of summer).

E. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.

F. The 2024 hard caps will be used for the 2024 calendar year. On January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each subsequent hard cap. For example, on January 1, 2023, the 2023 hard caps will begin implementation and on January 1, 2024 the 2024 hard caps will begin implementation.

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

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

I. Blue Cross deductions will be made from the first (1st) check of each calendar month while MESSA deductions will be made from the second (2nd) check each month.

ARTICLE XXV - SPECIAL TEACHING ASSIGNMENTS

A. Any assignments (job opening) including additional hours in the school system for which a certified teacher is required will be emailed to all employees.

B. The procedures for arranging for a substitute teacher shall be consistent with those required by either the District or the third party who provides said service. In the event a substitute cannot be arranged through this method, it shall be the responsibility of the administration to make the necessary arrangements to secure a substitute teacher.

C. Anyone asked to substitute more than ten (10) consecutive days and who is qualified to teach in that area is to be protected by a written agreement with a salary based on a 1/ teacher contract days per attendance day of his/her step on the salary scale starting with the eleventh (11th) teaching day.

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

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

ARTICLE XXVI – STUDENT DISCIPLINE and TEACHER PROTECTION

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

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

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

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

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

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

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

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

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

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

K. The District shall maintain general liability insurance coverage as required by law.

ARTICLE XXVII – PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

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

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

F. If the Association is not satisfied with the disposition of the superintendent, or if no disposition has been received within five (5) working days of such meeting the

Association may proceed to a Board Level Hearing. This grievance hearing shall be heard in closed session, so long as it does not violate the open meetings act.

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

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

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

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

3. Any matter involving the content of a teacher evaluation, layoff, recall, teacher assignment may not be grieved beyond the Board Level.

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

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

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

K. Miscellaneous

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

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

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

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

ARTICLE XXVIII – NEGOTIATION PROCEDURES

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

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

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

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

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

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

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

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

ARTICLE XXIX – GUIDELINES for CLASS SIZE

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

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

Grade 9 through 12	Ideal or Minimum	Reasonable	Maximum
Composition	15	20	28
English	25	30	35
Language	25	30	35
Mathematics	25	30	35
Social Studies	25	30	35
Science	25	30	33
General Business	25	30	35
Accounting	25	30	30
Retailing	25	30	35
Drafting	20	25	30
Art I & II	20	25	30
Accounting II	16	20	30
Grade or Class	**Ideal or Minimum**	**Reasonable**	**Maximum**
Co-op	20	30	35
Automotive III & IV	16	20	24
Building Construction II	12	16	20
Clothing	15	20	28
Computers	15	20	28
Art II	12	16	20
Advanced Math	16	25	30
Adv. Language & Publ.	20	25	30
Agriculture I & II	20	30	35
Agriculture III & IV	15	25	30
Typing I	25	40	40
Physical Education	25	40	40

Band – H.S. & Jr. High	40		open
Band – 6th Grade	30		45
Chorus – Beginning	25	33	40
Chorus – Advanced	25		open
Science –Health	25	30	35
STEM	25	30	30

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

ARTICLE XXX – MISCELLANEOUS PROVISIONS

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

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

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

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

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

F. The Gladwin Education Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, State of Michigan, as amended) by teachers, are contrary to law and public policy. The Board and the Association subscribed to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high

standards of the profession, without interruption of the school program. Accordingly, the Gladwin Education Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support and strike against the Board by any teacher or group of teachers. This section will be deleted from the Agreement when strike legislation regarding teacher strikes is in effect and signed by the Governor of the State of Michigan.

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

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

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in the Act. The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.

ARTICLE XXXI – DURATION of AGREEMENT

This Agreement shall be effective as of 2024 and shall continue in effect until the 30th day of June 2026**.** This Agreement shall not be extended orally but can be extended by written mutual agreement.

GEA	BOARD OF EDUCATION
By_____ Its President	By_____ Its President
By_____ Its Secretary	By_____ Its Vice-President
By_____ Chairperson, Negotiating Com.	By_____ Treasurer
By_____ Negotiating Committee Person	By_____ Secretary
By_____ Negotiating Committee Person	By_____ Trustee
By_____ Negotiating Committee Person	By_____ Trustee
By_____ Negotiating Committee Person	By_____ Trustee
By_____ Negotiating Committee Person	
By_____ Negotiating Committee Person	
By_____ Negotiating Committee Person	

Dated this 22nd day of July, 2024

APPENDIX A

SCHEDULE A
2024-2025
SALARY SCHEDULE

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

Rate of Pay for certified personnel in extra duty assignments will be:
Rate of Pay - $30.00
Faculty Director - $ 28.46

	BA	BA+20	MA	MA+15	MA/MA/PHD
1	46,000	48,000	50,500	52,000	54,500
2	46,750	48,750	51,250	52,750	55,250
3	47,515	49,889	52,264	57,014	59,393
4	49,579	52,060	54,536	57,014	59,498
5	51,642	54,228	56,806	59,393	61,975
6	53,911	56,397	59,084	61,767	64,451
7	55,777	58,564	61,352	64,143	66,931
8	57,841	60,734	63,626	66,518	69,411
9	59,910	62,901	65,898	68,899	71,892
10	61,975	65,072	68,171	72,268	75,367
11	64,040	67,244	70,406	73,645	76,848
12	64,041	67,245	70,407	73,646	76,849
13	64,042	67,246	70,408	73,647	76,850
14	66,271	69,585	72,887	76,210	79,523
15	66,273	69,587	72,888	76,211	79,524
16	66,274	69,588	72,889	76,212	79,525
17	67,100	70,500	73,800	77,100	80,500
18	68,340	71,759	75,173	78,591	82,010
19	68,341	71,760	75,174	78,592	82,011
20	68,342	71,761	75,175	78,593	82,012
21	69,500	72,500	76,500	79,500	83,500
22	70,414	73,934	77,356	80,973	84,494
23 -30	**71,414**	**74,934**	**78,356**	**81,973**	**85,494**

APPENDIX A

SCHEDULE A
2025-2026
SALARY SCHEDULE

*** 3% Increase for the 25-26 school year for steps 1-22 & $1,000 increase for 23-30 as shown on table

	BA	BA+20	MA	MA+15	MA/MA/PHD
1	47,380	49,440	52,015	53,560	56,135
2	48,153	50,213	52,788	54,333	56,908
3	48,940	51,386	53,832	58724	61,175
4	51,066	53,622	56,172	58,724	61,283
5	53,191	55,855	58,510	61,175	63,834
6	55,528	58,089	60,857	63,620	66,385
7	57,450	60,320	63,192	66,067	68,939
8	59,576	62,556	65,535	68,514	71,493
9	61,707	64,788	67,875	70,966	74,049
10	62,161	67,024	70,216	74,436	77,628
11	65,961	69,261	72,518	75,854	79,153
12	65,962	69,262	72,519	75,855	79,154
13	65,963	69,263	72,520	75,856	79,155
14	68,259	71,673	75,074	78,496	81,909
15	68,260	71,674	75,075	78,497	81,910
16	68,261	71675	75,076	78,498	81,911
17	69,113	72,615	76,014	79,413	82,915
18	70,390	73,912	77,428	80,949	84,470
19	70,391	73,913	77,429	80,950	84,471
20	70,392	73,914	77,430	80,951	84,472
21	71,585	74,675	78,795	81,885	86,005
22	72,526	76,152	79,677	83,402	87,029
23-25	73,526	77,152	80,677	84,402	88,020
26-27	74,526	78,152	81,677	85,402	89,020
28-30	75,526	79,152	82,677	86,402	90,020

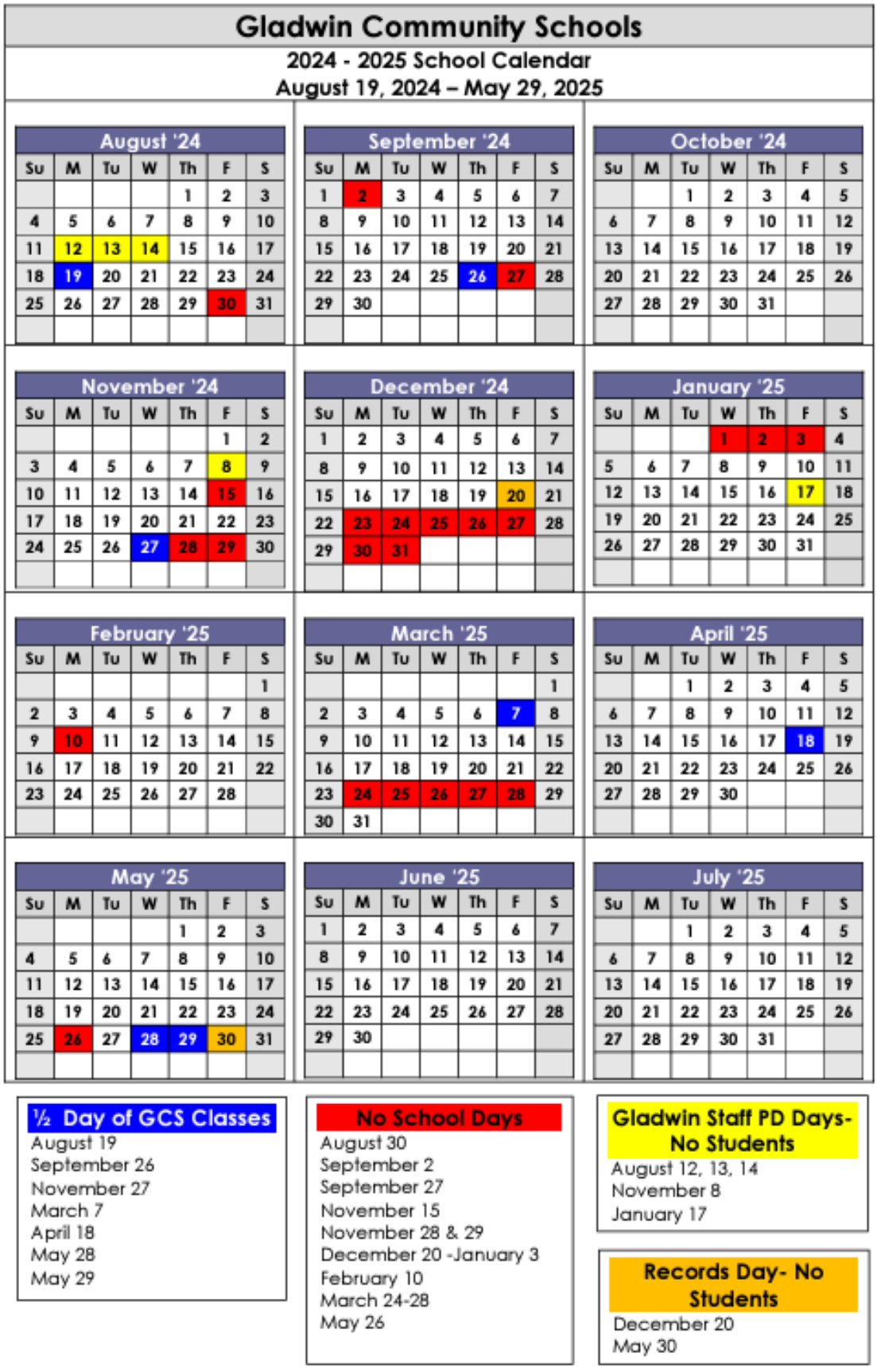
SCHEDULE B

EXTRA CURRICULAR SALARIES

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

Percentage on the supplemental schedule shall be figured on each teacher's degree schedule. Years of experience shall reflect the years of experience in each area of the supplemental activity. Years of experience shall count for the same sport if coaching either boys or girls. One year of experience will equate to a school year if coaching both boys and girls in the same year.

APPENDIX B


Gladwin Community Schools
2024 - 2025 School Calendar
August 19, 2024 – May 29, 2025
August '24
Su M Tu W Th F S
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31
September '24
Su M Tu W Th F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30
October '24
Su M Tu W Th F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31
November '24
Su M Tu W Th F S
1 2
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23
24 25 26 27 28 29 30
December '24
Su M Tu W Th F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31
January '25
Su M Tu W Th F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31
February '25
Su M Tu W Th F S
1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28
March '25
Su M Tu W Th F S
1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30 31
April '25
Su M Tu W Th F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30
May '25
Su M Tu W Th F S
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31
June '25
Su M Tu W Th F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30
July '25
Su M Tu W Th F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31
½ Day of GCS Classes
August 19
September 26
November 27
March 7
April 18
May 28
May 29
No School Days
August 30
September 2
September 27
November 15
November 28 & 29
December 20 -January 3
February 10
March 24-28
May 26
Gladwin Staff PD Days- No Students
August 12, 13, 14
November 8
January 17
Records Day- No Students
December 20
May 30

APPENDIX C - TENURE TEACHER CONTRACT OF EMPLOYMENT

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

WITNESSETH:

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

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

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

4. CONTRACT AND FINANCIAL INFORMATION:

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

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

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

5. EXTRA DUTIES AND/OR EXTRACURRICULAR COMPENSATION:

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

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

Signed _____ Signed _____
Teacher Superintendent

Address _____
_____

APPENDIX D - PROBATIONARY TEACHER of EMPLOYMENT

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

WITNESSETH:

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

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

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

4. CONTRACT AND FINANCIAL INFORMATION:

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

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

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

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

Signed _____ Signed _____
Teacher Superintendent

Address _____
_____

APPENDIX E

SUPPLEMENTAL CONTRACT

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

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

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

_____ (Teacher)

_____ (For the School)

APPENDIX F

Gladwin EA Grievance Form

Grievance No. _____

Building Assignment _____

Name of Grievant _____

Date filed _____

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

STEP I

A. Date cause of Grievance occurred _____

B. 1. Statement of Grievance _____

_____

2. Section of contract violated_____

3. Relief sought _____

_____ _____
Signature Date

C. Disposition by Principal _____

_____ _____
Signature Date

D. Position of Grievant and/or Association_____

_____ _____
Signature Date

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____

_____ _____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____ _____
Signature Date

STEP III

A. Date received by Board of Education or Designee

_____

B. Disposition of Board_____

_____ _____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____ _____
Signature Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____ _____
Signature of Arbitrator Date of Decision

GEA
contract

APPENDIX G

Gladwin Community Schools

Teacher Performance Assessment

Teacher:

Building:

Assignment:

Dates of Observations:

Date of Evaluation:

Evaluation Rubric

Criteria	Weight	Points Possible	Calculation	Points Earned
5 Dimensions Rubric	50%	50	See text box below	
Student Growth	20%	20	Rubric Score	
Attendance/Discipline	10%	10	Cr/No Credit	
Personal Improvement	10%	10	Cr/No Credit	
Contributions	10%	10	Rubric Score	

Evaluation Total Score = _____

Rating: (Circle One)

Effective 80-100

Developing 60-79

Needing Support 0-59

Teacher's Signature: _____

Evaluator's Signature: _____

Date: _____

The 5D rubric contain 30 indicators of teacher performance in which the teacher can be rated in one of 4 categories (Unsatisfactory 1 point, Basic 2 points, Proficient 3 points and Distinguished 4 points.) **The following formula will be used to determine the points earned.**

50/total points possible (120) = A (.42)

Total points on rubric x A = total points earned. Round up at .5

Student Growth /Achievement:

2-4 SMART goals for the evaluation period directly related to and supportive of your buildings school improvement plan:
Measurement criteria from where the data by which we measure each goal be derived:
Attach data or other evidence to support the attainment of each goal:

Scoring Rubric:

0 goals met 0 points	1 goal was met 5 points	2 goals were met 10 points	3 goals were met 15 points	4 goals were met 20 points

Personal Improvement:

"This factor **shall** be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way." MCL 380.1248 (1)(b)(iii)

The personal improvement is based upon an individual improvement goal agreed upon with the building administrator. The teacher can use relevant group trainings, conferences, walk throughs, and other activities which apply towards the completion of the goal.

Attach evidence that the plan was completed and integrated into instruction.

The plan was satisfactorily completed = 10 points
The plan was not satisfactorily completed= 0 points

Contributions:

"This factor **shall** be based on whether the individual contributes to the overall performance of the school by making clear significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance." MCL 380.1248 (1)(b)(ii)

This may include, but is not limited to the following paid and unpaid additional ways the teacher contributes to the betterment of the district:

1. Volunteering at or attending athletic events
2. Coaching
3. Leading and advising clubs or other after school activities
4. Lunch duty
5. Before and after school student monitoring
6. Fundraising

Attach evidence to support your contributions and accomplishments.

The plan was satisfactorily completed = 10 points
The plan was not satisfactorily completed= 0 points

Teacher Attendance/Discipline:

When considering teacher attendance, the evaluator will look for patterns of missing certain days every year, using the majority of sick days, missing conferences, trainings, or other events where staff is expected to attend. In addition, being on time for school and events is a part of attendance. Where a concern exists, the evaluator will allow the teacher an opportunity to explain the pattern. If the explanation is of a medical nature, the teacher will not be required to disclose the nature of the medical issue. If the attendance issue is related to specific religious observances, the evaluator will not consider those to be of concern. Extended absences for illness or family matters, including FMLA, will not be considered issues with attendance. Teachers are highly encouraged to proactively discuss any issues that will impact their attendance with the evaluator.

Teacher discipline includes employee discipline write ups in their personnel file, constantly needing to be reminded regarding school policies, or not following school policies.

Attendance is satisfactory and there have been no disciplinary issues = 10 points
Attendance is unsatisfactory and or there have been disciplinary issues = 0 points

Evaluation Protocols

The evaluator will be the Principal, Assistant Principal, or the Superintendent.

Observations may be formal or informal. Formal evaluations should be more than 15 minutes in duration with at least two observations in the year of the evaluation. Teachers will be provided with timely feedback after each formal observation. Formal observations will include, at a minimum, a review of the teacher's lesson plan, state curriculum standards being taught, teacher best practices and pupil engagement.

Evaluation Timing/Requirements

- There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled.
- A classroom observation must not be less than 15 minutes but does not have to be for an entire class period.

An observation is an exercise that is conducted as prescribed by a local district's observation tool, usually for one class period or portion thereof. An observation must minimally consider the teacher's lesson plan, the state content standard being addressed in the lesson, and students' engagement in instruction. An observation is one component that provides data for the annual year-end evaluation of the educator. The evaluation considers observations, student growth measures, and other factors in providing a summary of actionable feedback on a teacher's performance over the course of a full school year.

The performance evaluation system must include a midyear progress report for a teacher who is in the first year of the probationary period, or who received a rating of minimally effective, ineffective, needing support, or developing in the teacher's most recent year-end evaluation. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

The school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher.

The **individualized development plan** must require the teacher to make progress toward individual development goals within a specified time period, not to exceed 180 days.

The **midyear progress report** must be aligned with the teacher's individualized development plan. The midyear progress report must include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or the school administrator's designee and any recommended training identified by the school administrator or designee that would assist the teacher in meeting these goals. At the midyear progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve the teacher's rating. The midyear progress report must not take the place of a year-end evaluation.

A **classroom observation** must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson. These items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher.

The **year-end evaluation** must include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator or the school administrator's designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator or designee, in consultation with the teacher, that would assist the teacher in meeting these goals. The year-end performance evaluation must be based on multiple classroom observations conducted during the period covered by the evaluation and must include, in addition to the factors required under MCL 380.1249, at least an assessment of the teacher's progress in meeting the goals of the teacher's individualized development

plan. The controlling board shall determine the format and number of the classroom observations in consultation with teachers and school administrators.

An **evaluation and feedback** concerning the evaluation must be provided, in writing, to the teacher being evaluated. However, if a written evaluation is not provided, the teacher is deemed effective

The performance evaluation system must provide that, if a teacher who is not in a probationary period and is **rated as effective on the 3 most recent consecutive year-end evaluations**, the school district, intermediate school district, or public school academy **may** conduct a year-end evaluation biennially or triennially instead of annually. However, if a teacher is not rated as effective on one of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations.

Teacher Exemptions to Evaluation

If a teacher receives an unevaluated designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.

A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if the teacher worked less than 60 days in that school year, or the teacher's evaluation results were vacated through the grievance procedure, or there were extenuating circumstances and the teacher and the school district, intermediate school district, or public school academy agree to designate the teacher as unevaluated because of the extenuating circumstances

Probationary Teachers

Before July 1, 2024, a teacher is not considered to have successfully completed the probationary period unless the teacher has been rates as effective or highly effective on the teacher's three most recent year-end performance evaluations under MCL 380.1249, and has completed at least five full school years of employment in a probationary period.

After July 1, 2024, if a teacher has been rated as effective on three consecutive year-end performance evaluations under MCL 380.1249, and has completed at least four full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period.

Teachers hired prior to July 19th 2011, not already Tenured, must successfully complete four years of probation. Teachers hired who were previously Tenured will serve a probationary period of two years.

All probationary teachers will have an IDP (individual development plan) developed by the evaluator with the input of the teacher. The IDP will be finalized and given to the teacher by October 1st of each year that the teacher is under the probationary period.

Probationary teachers will receive a Mid-Year progress report during the first year of their probationary period. Mid- Year progress reports are optional in probationary years two-five provided the teacher receives an effective rating.

Probationary teachers will be formally observed twice each semester. **There should be at least 30 days between the first and last formal observation.** Observations both formal and informal may be conducted more often at the discretion of the evaluator. Use the teacher observation form for all teacher observations. Make sure to provide a copy of the completed observation form to the teacher within one week of the observation.

Tenured Teachers

Teachers who were rated as effective or on their most recent evaluation are not required to have an IDP.

Teachers who have been rated as effective on three consecutive evaluations may be evaluated every third year at the discretion of the evaluator (effective or highly effective ratings from prior to July 1, 2024, qualify for this exemption).

Teachers who were rated less than effective will be placed on an IDP and will have at least 2 formal evaluations. These teachers must make adequate progress toward the goals outlined in the IDP within 170 days.

Tenured teachers placed on an IDP after being rated less than effective will receive a Mid-Year progress report.

Any teacher receiving a "needing support" rating will be assigned a required mentor.

Grievance Procedure

If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process.

If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent.

The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration must adhere to both of the following: (A) The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules. (B) The arbitrator must have the authority to issue any appropriate remedy.

The following options must be made available for a teacher who is not in a probationary period:

- The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable.
- The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating.
- Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the review.
- A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

- If the written response from the review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

- There is no statutory process for an appeal beyond that defined in PA 224 of 2023.

Dismissal

If a teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations, the school district, intermediate school district, or public school academy shall dismiss the teacher from the teacher's employment.

Primarily on a teacher's performance as measured by the evaluation tool developed or adopted by the school district, intermediate school district, or public school academy, or other objective criteria.

For the purposes of required evaluation, "administrator" is defined as an individual holding a valid Michigan administrator's certificate (unless exempted by MCL 380.1536) and who is employed (or contracted) and assigned by an ISD, LEA, or PSA to administer instructional programs. PA 173 further clarifies that only those administrators who are "regularly involved in instructional matters" need to receive annual year-end evaluations.

The performance evaluation system must include classroom observations to assist in the evaluation process.

A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson. These items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher.

A school district, intermediate school district, or public school academy shall ensure that, within 30 calendar days after each observation, the teacher is provided with written feedback from the observation.

There is no required deadline by which the first of two required observations for a teacher must be conducted in any given school year; however, all observations must be completed prior to the finalization of the teacher's annual year-end evaluation. Evaluators should follow the recommendations and/or requirements of the district-adopted observation tool(s) related to the timing and frequency of observations.