

**2012-2014
COLLECTIVE BARGAINING AGREEMENT**

between

GULL LAKE COMMUNITY SCHOOLS

and

KALAMAZOO COUNTY EDUCATION ASSOCIATION

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The GULL LAKE COMMUNITY SCHOOLS, Kalamazoo, Barry and Calhoun Counties, Michigan, (hereinafter called the "Employer" or the "District") and the KALAMAZOO COUNTY EDUCATION ASSOCIATION (hereinafter called the "Association") agree as follows:

ARTICLE 1 PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations for the mutual interests of the public, the Employer, the Association, students and the teachers.

1.2 Recognition. The Employer recognizes the Kalamazoo County Education Association as the sole and exclusive collective bargaining representative for all regular and part-time K-12 classroom teachers, guidance counselors, speech and hearing therapists, school psychologists, school social workers and librarians employed by the Employer for the regular school term but excluding: substitutes, supervisory and administrative personnel, including, but not limited to, the superintendent, assistant superintendents, business manager, principals and assistant principals, the position of athletic director and all employees who devote 50% or more of their time to administrative assignments.

The terms "teacher" and "non-teaching" professional staff member, as used in this Agreement, are defined in Section 13.131.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Employer, on its behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities to manage, direct, and control the School District, as conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States or as normally reserved and exercised by employers, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities;
- b. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, including extracurricular duties, to employees; determine the size of the work force and to lay off employees;

- c. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;
- d. To adopt reasonable rules and regulations governing the professional conduct of bargaining unit members;
- e. To determine the qualifications of employees;
- f. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;
- g. To determine all financial and educational policies;
- h. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;
- i. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- j. To decide upon the goals and objectives of instruction, and to make the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- k. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities within the scheduled hours of employment, and the terms and conditions of employment.

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

ARTICLE 3 AGENCY SHOP

3.1 Except as provided in Section 3.6 below, each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later: (a) join the Association and pay Membership Dues; or (b) pay a Service Fee to the Association; or (c) pay an amount equivalent to the Service Fee to the Gull Lake Foundation. The Teacher may authorize payroll deduction for such membership dues, service fees or equivalent amounts for payment to the Gull Lake Community Foundation.

3.11 In the event that a Teacher opting to pay a Service Fee to the Association does not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to M.C.L. 408.477, and at the request of the Association, deduct the service fee from the Teacher's wages and remit the same directly to the Association, pursuant to the following procedures:

- a. The Association shall notify the Teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the Teacher that a request for involuntary wage deduction may be filed by the Association with the Employer in the event compliance is not effected.
- b. If the Teacher fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make an involuntary wage deduction pursuant to Section 3.11 of this Article.
- c. The Employer, upon receipt of request for involuntary deduction, shall provide the Teacher with an opportunity for a due process hearing provided that the teacher requests the hearing within ten (10) days of the teacher's receipt of the notice from the Association in 3.11a, above. This hearing shall address the question of whether or not the Teacher has remitted the service fee to the Association or authorized payroll deduction of same. The Association shall be a participant in this hearing.

3.12 The amount of the Service Fee, which shall not exceed the maximum amount permitted by law, shall be determined by the MEA and the NEA on or before December 1 of each contract year. Teachers opting to make payments to the Gull Lake Community Foundation shall pay an amount equivalent to the Service Fee.

3.13 Service Fee and membership dues payroll deductions made pursuant to this Article shall be made in equal amounts, as nearly as may be, from the paychecks of each Teacher. Amounts so deducted shall be remitted to the Association no later than twenty (20) days following deduction.

3.14 Teachers hired during the school year or whose employment terminates during the school year shall be required to tender only a pro rata amount of the membership dues or service fees to the Association or the pro rata amount to the Gull Lake Community Foundation.

3.2 Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Contract Enforcement Procedure set forth in this Agreement.

3.3 The Association represents that the amount of the Service Fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

3.4 The Association will certify annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said dues and service fees to be deducted by the Employer, and that the service fee includes only those amounts permitted by this Agreement and by law.

The Association agrees, upon request from the Employer, to provide the Employer for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures". The Association further agrees to certify to the Employer that the Association and its affiliates have complied with the above policy and administrative procedures prior to requesting enforcement by the Employer of the service fee obligation contained in this Article. It is understood that the only enforcement mechanism for remittance of service fees created by this Agreement is the involuntary wage deduction procedure set forth in Section 3.11 of this Article.

3.5 Further, the Association agrees to promptly notify the Employer in the event a Court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association.

3.6 The provisions of this Article do not apply to Teachers who were non-members of the Association as of June 30, 1989 (i.e., such non-members shall not be required to join the Association or pay a service fee to the Association or its equivalent to the Gull Lake Community Foundation).

3.7 The Association agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the Employer in reliance upon or in compliance with the terms and provisions of this Article. In addition, the responsibility to refund to Teachers amounts erroneously deducted from their salaries pursuant to salary deduction authorizations shall lie solely with the Association. The Association agrees to reimburse any Teacher for the amount of any dues or service fee deductions which is by error in excess of the proper deduction, and agrees to hold the Employer harmless from all claims of excessive dues or service fee deductions.

ARTICLE 4 WORKING CONDITIONS

Although the parties recognize that the professional commitment of a teacher cannot be precisely measured, it is agreed that:

4.1 Work Year. The normal work year shall begin not earlier than August 15. The work year shall include:

- A. The number of teacher work days designated on the calendar(s) in Schedule C of this Agreement. There shall be 189 teacher work days for 2012-2013 and 2013-2014.
- B. A Christmas-New Year's break.
- C. A spring break.
- D. Five (5) days (or the equivalent in days/hours) professional development for teachers, as designated on the school calendar, to satisfy statutory standards and to promote growth in the teacher's job performance.
- E. Not less than two (2) teacher work/records days, as indicated on the calendar in Schedule C of this Agreement.
- F. Parent-teacher conferences.
- G. Not less than one hundred eighty (180) student days and the number of student contact hours required under the Revised School Code and the State School Aid Act for the Employer to receive full state aid.
- H. The last day of school for students shall consist of one (1) full day of professional duties for teachers, but only one-half (½) day for students.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. After consultation with the Association, the Employer shall prepare a calendar for the work year which strictly conforms to the guidelines herein above set forth. The calendars for 2012-2013 is found in Schedule C of this Agreement.

The calendar for 2013-2014 will have the same number of student instruction and teacher work days as the 2012-2013 calendar. Representatives of the District and the Bargaining Team of the Association will meet not sooner than March 1, 2013 to negotiate regarding the specific placement of student instruction and teacher work days within the 2013-2014 calendar. The parties recognize that their 2013-2014 calendar must follow the spring and winter vacation intervals designated on the intermediate school district common calendar for 2013-2014.

4.2 Professional Duties. A teacher's regular professional duties are based on a professional week consisting of 37 ½ to 40 hours on the school premises or at an approved duty-connected facility. The Employer shall give a minimum of 5 days notice when scheduling in-service training, building staff meetings and parent teacher conferences. If unforeseen circumstances, as determined by the Administration, necessitate special meetings, the Administration shall not be obligated to give 5 days notice but shall give notice as soon as practicable. Policies, scheduling instruction, professional duties and the work day shall be from time to time established by the Employer and shall provide that:

4.21 K-5 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a classroom teacher shall include:

- A. Thirty (30) hours and fifty (50) minutes of instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Revised School Code and the State School Aid Act.

The parties recognize that the hours of teacher-student contact time are subject to adjustment so that the Employer satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of foundation allowances and other appropriations. In the event that such adjustment will increase the amount of instruction and related duty time beyond the level specified above, the Association will be notified and the parties will bargain over the implementation of any such adjustment.

- B. Three Hundred (300) minutes per week for preparation. Teachers shall receive no less than twenty (20) minutes of preparation time daily. Preparation time includes special subjects and recess times and excludes teacher work time before and after school. Preparation time shall not be counted as instruction or related duty time for purposes of applying paragraph A above.

- C. A duty free lunch period of thirty (30) minutes each day. Teachers shall not be obligated to attend meetings called by the administration during the teacher's lunch period.

4.22 6-12 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 6-12 classroom teacher shall include:

- A. Thirty (30) hours and fifty (50) minutes of instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Revised School Code and the State School Aid Act.

The parties recognize that the hours of teacher-student contact time are subject to adjustment so that the Employer satisfies all requirements of the Revised School Code and the State School Aid Act for full receipt of foundation allowances and other appropriations. In the event that such adjustment will increase the amount of instruction and related duty time beyond the level specified above, the Association will be notified and the parties will bargain over the implementation of any such adjustment.

- B. One (1) preparation period at the Middle School and High School for each day of instruction based upon a maximum of seven (7) periods/day. This shall not be less than three hundred (300) minutes per week for preparation, based on a five (5) instructional day week.

Preparation periods shall not be counted as instruction or related duty time for purposes of applying ¶ A, above.

- C. A duty free lunch period of thirty (30) minutes each day. Teachers shall not be obligated to attend meetings called by the administration during the teacher's lunch period.

4.23 Other Teachers. The normal work week for guidance counselors, speech and hearing therapists, librarians, physical education instructors and others engaged in activities involving special instruction shall be substantially equivalent to the professional duties of the teachers of the grade level or levels to which assigned as provided in the policies of the Employer scheduling the work day.

4.24 Part-Time Teachers. The normal work week for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.

4.25 General Professional Duties. Each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in faculty, departmental and curriculum meetings; in-service training programs; homeroom and club assignments; PTA or parent study groups; parent-teacher and student-teacher conferences; and such other professional activities as may reasonably be required.

4.3 Work Load. It is the goal of the parties that similarly situated teachers shall have substantially equal work loads and productivity. However, it is recognized that the professional work load and effort of each teacher cannot be precisely measured. The parties recognize that the following factors should be considered in connection with the instructional work load.

4.31 Class Size Criteria. The establishment of class size guidelines are recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The average class size guidelines for regular academic subjects are as follows:

<u>Classes</u>	<u>Average Class Size Guidelines</u>
Y5	16-17
K-2	23-26
3-6	24-27
7-12	27-30
7-12* Remedial	15-17

*"Remedial" classes are: Math Essentials; Essentials of English; Exploring Computers.

If the upper range of a class size average guideline is exceeded by more than two (2) students after the fall membership count day for State funding purposes, the affected teacher will be paid Twelve Dollars (\$12) per day (based on a full day of student attendance) for each additional student beginning with the third student in excess of the upper range of the average. This payment will be pro-rated where the student is in the teacher's classroom for only a portion of the instructional day or where the additional enrollment is limited to one or more sections instructed by a teacher. This payment does not apply to traditional large group instruction formats. Payment under this provision will be made on the first regular payroll after the end of the trimester where the above conditions have occurred.

Since the Employer is required to provide an education for all eligible students, it is expressly agreed that no student will be denied his or her right to a free public education by reason of these guidelines.

4.32 Other Guidelines. In addition to the class size guidelines it is recognized that any accurate measure of the professional effort required, the quality of the instruction given or of the results obtained should also consider the following factors, namely:

- A. The grade and subject matter.
- B. The teaching methodology.
- C. The physical, intellectual and emotional level and distribution of the students. The parties recognize the need to accommodate those students who have been identified as eligible for services under Section 504 of the Rehabilitation Act and who have a Section 504 Plan in effect. Where more than one potential classroom placement is consistent with the educational needs and programming for a Section 504 student, the Employer will consult with the affected classroom teacher(s) and other professional staff to determine which classroom placement will best accommodate the needs of that pupil.
- D. The training and experience of the teacher.
- E. The quantity, quality, and type of physical facilities, teacher aids and other personnel available.
- F. Avoidance of busing.
- G. The Board recognizes mainstreamed students require special attention from the classroom teacher. In view of this fact, the Board shall count the first and second mainstreamed student as one pupil each and each succeeding mainstreamed student as two pupils, when applying the average class size guidelines.

This provision shall not be implemented or applied so as to prevent enrollment of any special education student in a general education classroom or section to which that student would otherwise be normally assigned.

4.33 Work Load Adjustment. If a teacher claims that the teacher's professional work load is materially greater than the work load of other similarly situated teachers and the work load is not adjusted through normal administrative procedures within fifteen (15) days after the event or after the fourth Friday in September, whichever is later, the teacher may request a meeting with the Work Load Review Board. The Work Load Review Board shall make a final determination of the work load which shall, to the extent practicable, be implemented within ten (10) days. The Employer may provisionally adjust a teacher's work load pending such decision without prejudice to its rights. Any claim that the work load adjustment procedures have not been complied with shall be subject to the Contract Enforcement Procedure.

The Work Load Review Board shall consist of two (2) Employer representatives and two (2) Association Representatives.

4.34 Job Sharing. This job sharing model is being explored to accommodate the needs of teachers to successfully blend their careers with their family responsibilities, subject to the following structured guidelines.

1. It is necessary that job share participants share a common instructional style, academic expectation, a common approach to discipline, and the ability to share a physical space. With these facts in mind, all requests for job sharing must be in writing, must contain a proposed allocation of job share responsibilities and shall be subject to approval by the Superintendent.
 - a. Job sharing will be limited to one partnership in each building for each one hundred students enrolled in that building, with a minimum of one partnership.
 - b. Job sharing partnerships must be developed with the cooperation and approval of the building principal.
2. A job share requires that teachers communicate on a daily basis about class progress, student behavior, homework, etc. Some time overlap may be needed to accommodate this communication.
3. Hours for job sharing teachers will be shared in an am/pm fashion, or on alternate days when approved by the Employer. To facilitate the shared teacher concept and to maintain equal responsibility it may be desirable for both teachers to be present to work on some full days. Examples of such days are the first and last day of school the first and last day of the teacher's work year. The specific scheduling of a job sharing partnership must be developed with and approved by the principal. These days will be paid at the per diem rate. Other specific job sharing schedules may be approved by the principal. These will be paid at a per diem rate.
4. Consistent with current practices, staff meetings, I.E.P.C.s, team meetings, and committee work are important aspects of a teacher's professional responsibilities. Both job sharing teachers must attend these meetings, unless excused by the principal.
5. All parent contact sessions, such as open houses, must be attended by both teachers, or as assigned by the principal.

6. For the continuity of instruction, in the event of an absence, the other teacher will be called first to substitute and must assume this responsibility if possible. Compensation will be at the substituting teacher's regular rate of pay. If either teacher requests an extended leave, the paired teacher is expected to assume full-time responsibility if at all possible. This would be at regular per diem pay.
7. Both teachers will share the budget, capital outlay, furniture, etc. that would normally be assigned to one teacher.
8. Teachers will be paid at the rate of 50% of a full-time contract and will advance one full step on the salary schedule for every year of job sharing.
9. If a job share is dissolved, the paired non-teaching professional staff members and the building principal may jointly determine that one of the non-teaching professional staff members shall remain with the assignment on a full-time basis. This agreement must be written, witnessed by the Association and established as an initial condition of the job share agreement. If that decision is reached, the assignment will not be considered vacant when dissolved and the paired non-teaching professional staff members leaving the assignment will be placed in another assignment (consistent with his/her certification, qualifications and seniority).

When a job share arrangement is dissolved and there is no agreement reached (as indicated above) regarding retention of the assignment by one of the paired non-teaching professional staff members, the non-teaching professional staff member(s) in the pair who were full-time prior to their engagement in the job share will be assigned to concurrently vacant full-time assignment(s) for which they are certified and qualified. The former job share assignment will be regarded as concurrently vacant.

If the non-teaching professional staff member(s) in the dissolving job share cannot be placed in a concurrently vacant assignment(s), they will be entitled to displace the least senior full-time non-teaching professional staff member(s) whose assignment the returning non-teaching professional staff member(s) are certified, qualified and senior to hold.

Non-teaching professional staff member(s) who held part-time assignments prior to their participation in the job share will have the right to be assigned to any concurrently vacant positions for which they are certified and qualified but shall not have the right to displace full-time non-teaching professional staff member(s) at the expiration of the job share.

If a non-teaching professional staff member cannot be assigned at the expiration of a job share under these provisions, he/she will be placed on layoff status but shall have recall rights to the extent specified in Article 5.5 of this Agreement.

10. A job sharing arrangement will be terminated at the end of a school year, but may be renewed for the succeeding school year by request of the job share participants and approval by the Superintendent.
11. Special classes will be scheduled as equally as possible.
12. Fringe benefits are as described in the Collective Bargaining Agreement for part-time employees.
13. Additional provisions may be agreed to by the paired teachers with the approval of the administration and the Association.

ARTICLE 5 PROFESSIONAL ASSIGNMENTS

5.1 Assignment Objectives. The parties recognize the desirability of:

- A. Placing each non-teaching professional staff member in a position which will most effectively use his/her skills and experience while providing for the Employer's staffing needs; and
- B. Promoting the career opportunities of non-teaching professional staff members by giving them the first opportunity to apply for vacancies.

The following procedures shall be used:

5.11 Assignment Criteria. Eligible non-teaching professional staff members shall be assigned by the Employer on the basis of the following criteria. The order in which the following criteria are enumerated does not indicate that one criterion is necessarily more important than another.

- A. The contribution which the non-teaching professional staff member could make to students in the new position.
- B. The preference of the non-teaching professional staff member for the assignment.
- C. The qualifications of the non-teaching professional staff member compared to the qualifications of other candidates, both for the position to be vacated and the position to be filled.

- D. The opportunity for the professional growth of the non-teaching professional staff member.
- E. The non-teaching professional member's experience and ability to relate to the particular age level and subject matter.
- F. The benefits to be derived by the Employer in making the assignment.
- G. The length of service of the non-teaching professional member in the District.
- H. The non-teaching professional staff member's certification and qualifications to provide required services within the assignment.

Non-teaching professional staff members shall not be assigned outside the scope of their certification and qualifications, as those terms are defined in 5.6 of this Article.

5.12 Notice of Vacancies. Notice of permanent vacancies in the bargaining unit shall be given as follows:

- A. If the vacancy is for a position to be filled during the work year, the vacancy shall be posted for a minimum of five (5) days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- B. If the vacancy is for a position to be filled at the beginning of the next work year and the existence of the vacancy is known at least ten (10) days prior to the end of the work year, notice of the vacancy shall be posted a minimum of five (5) days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- C. In the case of all other vacancies, the Employer shall notify each teacher who has on file an assignment request for such vacancy and a copy of the notice shall be given to the Association.

5.13 Assignment Requests. An assignment request shall:

- A. Give the name and address of the teacher, the reasons for the request, the school, grade, or position sought, and the applicant's certification and qualifications and shall be submitted on a form furnished by the Employer.
- B. Expire at the time the vacancy is filled, upon the termination of the employment of the teacher or the expiration of twelve (12) months, whichever shall first occur.

5.14 Assignment Procedure.

- A. Voluntary assignment requests for non-teaching professional staff members shall be acted on before making involuntary assignments.
- B. If a vacancy occurs after August 1, the Employer may temporarily fill that position for up to the remainder of that school year with a temporary employee in order to minimize any disruption in the educational program. The vacancy will be posted indicating that the position would be available the following school year.

If a temporary employee is assigned to an open position under this provision, he/she shall be compensated at the base salary rate (Step 1) of the appropriate degree column on Schedule A-1 of this Agreement and shall be eligible to enroll in fringe benefit programs after thirty (30) days in the same temporary assignment. However, the temporary employee shall not accrue seniority or other rights under this Agreement by virtue of his/her temporary service. If the temporary employee completes one or more semesters of temporary service and is hired into a regular assignment immediately after the conclusion of the temporary service, he/she shall receive salary schedule credit for the temporary service immediately preceding his/her hire as a regular employee.

- C. Except for unforeseen circumstances, a returning teacher who has agreed to be employed for the next school year shall be given a written confirmation of the teacher's scheduled professional assignments for the next school year not less than thirty (30) days prior to the commencement of such school year.
- D. A non-teaching professional staff member shall be consulted prior to changing his/her assignments.
- E. The Association shall be consulted prior to the building transfer of a non-teaching professional staff member.

5.15 Student Activity Assignments. A teacher shall not have tenure in any student activity assignment. The initial assignment or reassignment of a teacher to an activity shall be for reasons satisfactory to the Employer. A student activity may be temporarily or permanently discontinued; included as a part of a teacher's regular professional assignment for additional compensation or in lieu of another professional assignment, or may be performed by a non-bargaining unit volunteer or employee.

5.16 Assignment Disputes. If the Association shall claim that an assignment of a non-teaching professional staff member has been made contrary to the provisions herein set forth, the Association within five (5) days from receipt of the disputed assignment shall in writing:

- A. Notify the Employer of the name of the non-teaching professional staff member the Association claims should have been assigned, and
- B. The specific reasons for such claim.

If the Employer accepts the Association's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedure starting with the Formal Conference Step. The remedy shall be limited to implementing the proper assignment unless it shall be determined that the Employer acted in bad faith.

5.17 Association Cooperation. The Association agrees to encourage teachers to notify the Employer at the earliest practicable time if they do not intend to renew their contract and further agrees to furnish the Employer from time to time information concerning the probability of future vacancies.

5.2 Reporting of Teachers. The parties recognize that adverse weather conditions, mechanical failures, civil disorders, communicable diseases or other circumstances beyond the control of the Employer may require the cancellation, dismissal and rescheduling of classes. The Employer shall have the right to reschedule canceled days and hours of pupil instruction in the following manner:

- A. Absent an alternative rescheduling arrangement approved by the Employer and the Association, all days and hours not otherwise made up shall be rescheduled on the first day after the regularly scheduled final day of pupil instruction of the school year, as designated on the school calendar. The balance of the school calendar, including all teacher work days, shall be adjusted accordingly so that all work days on the calendar are fulfilled.
- B. Each rescheduled day shall be a full day of rescheduled classes unless the canceled day was a regularly scheduled one-half day.
- C. When a school day is cancelled teachers will not be required to report to work, subject to the rescheduling provisions set forth below. If required to report for more than the number of teacher work days designated in Article 4.1 and on the school calendar, teachers will be compensated at their per diem rate for each additional day.

- D. Scheduled days and hours of instruction which are not held due to the above conditions will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Employer to receive full pupil membership allowances and categorical appropriations. Teachers will receive their regular pay for days and hours that are canceled but shall work the rescheduled days and/or hours without additional compensation.

The parties agree that this contract provision has been negotiated to ensure that the District will incur no loss of state aid and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" days and hours.

5.3 Staff Adjustments. Layoffs and recalls of non-teaching professional staff members shall be accomplished as herein set forth.

5.31 Determination. The Employer shall have the right to reduce the number of non-teaching professional staff members in a given service area, field or program, or to eliminate, consolidate or otherwise reduce in scope those positions or assignments.

A layoff of non-teaching professional staff members extending for more than twenty-two (22) days shall not be implemented until the Employer shall have given the Association notice of its reasons and the Association shall have had the opportunity to make its recommendations to the Employer regarding priorities and procedures to be followed in such layoff as well as the application of this Agreement in the context of the contemplated staff reduction, in accordance with Section 5.7 of this Article.

5.4 Layoff Procedure. Layoffs of non-teaching professional staff members shall be subject to the following conditions:

- A. A layoff of not more than twenty-two (22) days shall be determined by the Employer to meet the Employer's temporary staffing requirements. A non-teaching professional staff member on temporary layoff may be placed on long term layoff.

Non-teaching professional staff members who will be laid off for more than twenty-two (22) days will receive forty-five (45) days written notice prior to the implementation date of the layoff, except where an employee is bumped, in which case ten (10) days advance written notice will suffice.

- B. If a layoff of a non-teaching professional staff member is for more than twenty-two (22) days the following procedures will be observed:
1. Probationary non-teaching professional staff members shall be laid off first, provided that there are non-probationary non-teaching professional staff members who are certified and qualified for the assignment held by the probationary non-teaching professional staff members remaining on staff who can fill that assignment, unless the position held by the probationary non-teaching professional staff member is being eliminated.
 2. Probationary non-teaching professional staff members shall not be employed by the Employer while there are non-probationary non-teaching professional staff members of the Employer who are laid off unless there are no laid off tenure teachers who are certified and qualified to fill the remaining position(s).
 3. If reduction is still necessary then non-probationary non-teaching professional staff members in the specific positions being reduced or eliminated shall be laid off in accordance with seniority, certification and qualification, as defined in this Article.
 4. Non-teaching professional staff members whose positions have been eliminated shall have the right to displace the least senior bargaining unit member occupying a position which the displaced non-teaching professional staff member is certified and qualified to hold. Should there be no such individual to displace, the non-teaching professional staff member shall be placed on layoff status.
- C. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a non-teaching professional staff member shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

5.5 Recall Procedure. Recalls of non-teaching professional staff members shall be subject to the following conditions:

- A. Non-teaching professional staff members shall be recalled in the order of seniority starting with the most senior non-teaching professional staff member on temporary or indefinite layoff who is certified and qualified for a vacant position. The Employer shall have no obligation to post a vacant position which may be filled through the recall of a non-teaching professional staff member on temporary or indefinite layoff. The Employer shall notify the Association of openings which are to be filled through recall under this provision.

- B. It shall be the responsibility of each non-teaching professional staff member to notify the Employer of any change in address. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a letter and e-mail to the non-teaching professional staff member at the non-teaching professional staff member's last known address. Non-teaching professional staff members are responsible for leaving a residential address (or post office box address), an e-mail address and a phone number for purposes of receiving a recall notice.

Non-teaching professional staff members must report by the recall date specified or forfeit all employment rights. Non-teaching professional staff members who at the time of recall are under a conflicting contract with another Michigan public school district may decline recall for the duration of the conflicting obligation.

The obligation to rehire a non-teaching professional staff members who has been laid off shall terminate if the non-teaching professional staff member fails to return to work at the time specified or if the non-teaching professional staff member is not recalled within three (3) years following such layoff.

5.6 Interpretation. For the purposes of this Agreement:

- A. "Certified" shall be defined as the requirement to hold all certificates, licenses, endorsements and approvals required by law and/or the Michigan Department of Education Administrative Regulations to serve in the position assigned. It is the non-teaching professional staff member's responsibility to file such certificates, endorsements or approvals with the District. The certification status of non-teaching professional staff members on file with the District shall be considered conclusive for all purposes under this contract.

The non-teaching professional staff member shall provide written notice to the District of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, licenses, renewals, approvals as well as expirations, revocations and any limitations thereon. The non-teaching professional staff member shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education (or other regulatory authority) for nullification or limitation of his/her certificate approval, license or one or more endorsements thereon.

- B. "Qualified" shall be determined for a non-teaching professional staff member as follows:

1. The non-teaching professional staff member's individual performance, including evaluations, attendance, disciplinary record, and other relevant factors; and

2. The non-teaching professional staff member's significant, relevant job accomplishments and contributions; and
 3. The non-teaching professional staff member's relevant special training and the integration of that training into practice.
- C. For the purpose of layoff, the areas that a non-teaching professional staff member is certified and qualified to teach shall be those areas on file at the District's central office as of the date that the Employer adopts the formal resolution to institute layoffs.

For the purpose of recall, the areas which a non-teaching professional staff member is certified and qualified to teach shall be those areas on file at the District's central office as of the date written notice of recall is sent.

- D. The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year not later than September 30. The names of all bargaining unit members shall be listed in order of their service dates and time of day as stated on their contract (for employees hired prior to July 1, 1999) starting with the individual employee with the greatest amount of seniority at the top of the list. The Association shall lodge any objections to the accuracy of the seniority list within thirty (30) days of its receipt of the list from the Employer.

"Service date" is the date when the employee first provided professional services (excluding extra-curricular assignments) for the Employer since any break in service. If two or more employees have the same service date, their position on the seniority list will be determined by drawing of lots in the presence of designated District and Association officials. Termination of service shall constitute a break in service. An authorized paid sick leave of absence shall not constitute a break in service, but if sick leave extends for more than sixty (60%) percent of the work year, the year shall not be included in the calculation of seniority, except as otherwise required by law or by the terms of the leave of absence.

- E. In order to minimize the disruptive effect of a layoff or recall occurring during a semester, the parties agree that the Employer may temporarily deviate from the seniority provisions herein contained to the extent necessary to minimize the disruption of other professional assignments not otherwise involved in the layoff or recall. The Employer shall consult with the Association prior to making any such modifications.
- F. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations.

5.7 Association Notice. The Employer shall notify the Association of each layoff and recall of a non-teaching professional staff member. The decision of the Employer shall be binding unless the Association shall object in writing within five (5) days after receipt of the Employer's notification. The objection shall include the name of the non-teaching professional staff member which the Association claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Association's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a decision under the contract Enforcement Procedure starting with the Formal Conference Step. The remedy shall be limited to implementing the proper layoff or recall unless it shall be determined that the Employer acted in bad faith.

ARTICLE 6 COMPENSATION AND BENEFITS

6.1 Basic Compensation and Fringe Benefits. The basic compensation and fringe benefits shall be as set forth on Schedule "A" of this Agreement, subject to the following provisions:

- A. A teacher will be eligible to advance to the next step on the salary schedule upon completion of two (2) consecutive semesters with a performance rate of "effective" (or higher) on the lower salary schedule step and provided further that the teacher has also rendered professional services for more than sixty percent (60%) of the teacher work days in that school year. If a teacher is not evaluated, he/she shall be regarded as having an "effective" performance rating for purposes of this provision.

For 2012-2013, teachers will remain on the same salary step on which they were placed during the 2011-2012 school year. Effective at the beginning of the 2013-2014 school year, teachers (subject to the above conditions) will advance to the next salary step for which they are eligible, but not more than one salary step beyond the step on which they were placed in the 2011-2012 school year.

- B. A teacher who has failed to render effective or highly effective professional services for a school year shall not be eligible to advance to the next salary step. The determination shall be made by the Board of Education and shall be subject to the Labor Management Contract Enforcement Procedure.
- C. Recognition of academic advancement for purposes of salary schedule placement shall be made either at the beginning of the school year or on January 30 following the submission by a teacher of proper verification of such advancement.

D. In the event that the fall, 2013 audited and approved blended pupil membership (on the fall, 2013 student membership count day for appropriations under the State School Aid Act) exceeds the fall, 2012 audited and approved blended student membership, the following off-schedule payments will be made to bargaining unit members:

- 10 additional blended memberships = ¼%
- 11-20 additional blended memberships = ½%
- 21-30 additional blended memberships = ¾%
- 31-40 additional blended memberships = 1%

The above amounts are based on the 2013-2014 salary of the teacher as depicted on Schedule A-1 and shall be inclusive of step advancements paid to eligible teachers effective January 20, 2014. These amounts will be remitted on the final payroll in June, 2014 and are only payable upon approval and verification of the blended pupil memberships by the Michigan Department of Education. The above amounts are not cumulative but instead represent alternative off-schedule payments based on 2013-2014 blended pupil membership levels. The above formula is limited exclusively to the 2013-2014 school year and shall not have application to any prior or succeeding school year.

6.2 Compensation Adjustment. The basic compensation and/or benefits of a teacher on the Salary Schedule may be subject to the adjustments set forth on Schedule "A". A bargaining unit member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently employed in the bargaining unit shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

6.3 Extra Responsibility. Additional compensation shall be paid for additional duties as set forth in Schedule "B".

6.4 Mileage. A teacher may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed at the established IRS mileage rate in effect at the time of the usage for all distance traveled. Teachers shall submit claims for mileage reimbursement monthly. The Employer will not be obligated to pay late reimbursement claims. Travel schedules of itinerant staff are subject to administrative approval.

6.5 Teaching Experience. Credit for experience obtained outside the district, including military service and vocational experience, may be given by the Employer in determining compensation.

6.6 Extra Responsibility Experience. The Employer may credit experience in related activities, whether earned in the same or different positions or capacities.

6.7 Graduate Credit. A teacher shall be entitled to receive reimbursement at a rate not to exceed \$125.00 for each semester hour of graduate credit, or the actual charge of the institution, whichever shall be less, for a maximum of twelve (12) semester hours per school year (i.e. July 1 - June 30), provided the credit hours earned were:

- A. In the teacher's major or minor field -or- in a program for an advanced degree in a subject matter approved by the Employer -or- taken toward completion of an additional teaching certificate endorsement where the additional endorsement would be of probable advantage to the District (undergraduate level credit may be approved under this option only by the Employer); and
- B. Given by an institution approved by the Employer; and
- C. Earned while an employee of the Employer; and
- D. The teacher received a mark of not less than "B", or its equivalent.

The right of a teacher to be reimbursed shall terminate if a written claim meeting the foregoing requirements is not filed within thirty (30) days following the completion of the course or the receipt of the course grade, whichever is later, but in no event after the teacher has ceased to render professional services for the Employer.

Reimbursement for summer classes (i.e., those classes beginning after June 1) will be made by September 30. Teachers who resign or otherwise separate from the Employer and are not returning in the school year immediately following the summer classes shall not be eligible to receive tuition reimbursement for those classes, except if the teacher has been placed on layoff status by the Employer.

6.8 Signing Incentive. A newly hired teacher shall be paid One Thousand Dollars (\$1,000.00) effective upon the teacher's execution of an initial teaching contract with the Employer and Employer approval of the contract. This is a one-time non-recurring payment.

6.9 Transitional Services Stipend. Teachers who have completed twenty (20) or more years of teaching service at Gull Lake Community Schools and who submit a resignation by the deadlines specified below to take effect at the conclusion of that school year will be eligible to receive additional remuneration for transitional services. Teachers who have fifteen (15) or more years of teaching service at Gull Lake Community Schools and who also received salary schedule credit for five (5) or more years of outside teaching experience at the time of hire at Gull Lake Community Schools are also eligible to receive this stipend, according to the above conditions.

A teacher will be eligible to receive \$3,000 for transitional services if he/she submits to his/her supervising administrator, not later than October 1, a proposed schedule of transitional duties of not less than sixty (60) work hours. The Employer will approve or disapprove the proposal by October 15. If the Employer approves the proposal, the teacher must submit his/her resignation by October 31. If the Employer does not approve the proposal, the parties have until October 31 to reach an agreement and consummate the teacher's resignation.

Alternatively, a teacher will be eligible to receive \$1,500 for transitional services if he/she submits to his/her supervising administrator, not later than January 15, a proposed schedule of transitional duties of not less than thirty (30) work hours. The Employer will approve or disapprove the proposal by January 31. If the Employer approves the proposal, the teacher must submit his/her resignation by February 14. If the Employer does not approve the proposal, the parties have until February 14 to reach an agreement and consummate the teacher's resignation.

ARTICLE 7 AUTHORIZED ABSENCE

Since the absence of a teacher has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of a teacher nor to provide a form of additional compensation. Rather they are intended to meet the humanitarian and legitimate needs of the teachers in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

7.1 Sick Leave. Sick leave shall be administered in accordance with the following guidelines, namely:

- A. Sick leave may be used for:
 - 1. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
 - 2. Any communicable disease which would be hazardous to the health of students or other employees.
 - 3. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.

4. The death of a member of the immediate family. Such leave shall be limited to the use of five (5) days per school year from sick leave.

For the purpose of this provision, the term "immediate family" shall mean: any person who is a regular member of the household of the teacher; the teacher's spouse; or the father, mother, brother, sister, grandparent, or child of the teacher or of the teacher's spouse.

A teacher will be eligible to use one (1) sick leave day per school year to attend the funeral service of a relative, colleague or friend not identified above as within the teacher's "immediate family." This leave can be taken in half-day increments.

5. The serious health condition of a member of the immediate family when and to the extent that the teacher's presence is needed to care for that individual. Such leave shall be limited to five (5) days per school year charged against the teacher's accumulated sick leave, for members of the "immediate family", as defined immediately above, with the exception of the teacher's child, spouse or parent. In the event that the teacher's child, spouse or parent has a serious health condition and the teacher's presence is needed to care for that individual, the teacher or the Board may elect to substitute the teacher's accumulated sick leave for each day of such absence to the extent of the teacher's eligibility for leave under the Family and Medical Leave Act for the latter purposes. Nothing in this provision shall require the Board to grant additional paid leave to a teacher, for any of the above purposes, beyond the sick leave that the teacher has accumulated.

B. Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay, which leave may accumulate to one hundred twenty-five (125) days and shall be used in one-half day or in one (1) day increments, unless the Employer shall otherwise agree. The above accumulation limit may be exceeded where a teacher at a maximum sick leave accumulation converts unused personal leave days to sick leave under the provisions of Article 7.2(F) of this Agreement. The amount of unused leave shall be certified at least each twelve (12) months.

C. No payment for unused leave shall be made. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date. Any such amounts shall be deducted from the teacher's wages or other amounts due the teacher at separation.

- D. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence (except as is otherwise permitted by the Family and Medical Leave Act), laid off, or otherwise not regularly providing services to the District.
- E. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of *either* the Employer or the teacher. This shall apply to:
 - 1. Sick leave which is utilized pursuant to ¶ 7.1A(5) this Article to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
 - 2. Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.

Eligible employees shall be granted unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations.

7.2 Personal Leave. Personal leave shall be administered in accordance with the following guidelines, namely:

- A. Personal leave days shall not be used on teacher work days adjacent to winter or spring breaks or school holidays.
- B. Each teacher shall be credited with two (2) personal leave days with pay, which days shall accumulate to three (3). At no time will a teacher have more than three (3) personal leave days available for use. No more than two (2) personal leave days may be used consecutively or in conjunction with any other paid leave under this Agreement, except as otherwise approved by the Superintendent.
- C. A request for leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours notice, except in the case of an emergency.

- D. The Employer shall not be required to grant leave on any one day to more than four percent (4%) of the teachers nor to more than two (2) teachers from any one (1) building.
- E. A request for leave may be denied if:
 - 1. The teacher has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.
 - 2. The Employer is reasonably unable to obtain an adequate substitute for the teacher.
 - 3. The number of teachers applying is in excess of the number provided in 7.2(D).
 - 4. The request does not comply with the leave provisions.
- F. Any personal leave that has not been used by a teacher by the end of the school year and which is not accumulated as personal leave under 7.2(B) above will be added to that teacher's accumulated sick leave days. This will allow the teacher's accumulated sick leave days to exceed the maximum accumulation specified in Section 7.1 B of this Article for only those unused personal leave days that are converted to accumulated sick leave under this provision.

7.3 Court Leave. A teacher shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness. The teacher shall be entitled to receive regular compensation, less any fees paid, without deduction of leave days. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required.

7.4 Professional Leave. The Employer on its own motion, or upon the written request of a teacher, may grant a leave with pay for professional conference, professional assignments, or continuing study.

7.41 Paid Sabbatical Leave. Any teacher who has been employed by the District for seven years may be granted a paid sabbatical leave upon request for one semester or one year, for the purpose of improving or developing skills directly related to his/her assignment, with the following additional considerations:

- A. No more than three teachers in the District may be granted such a leave in one school year.
- B. A teacher wishing sabbatical leave must prepare a request and submit an outline of plans to the Employer. The Employer shall reply to the request within 30 days following submission of the written proposal.

- C. Salary during sabbatical leave shall be established by the Employer and be not more than 75% of an employee's contractual salary, provided that such sum shall not be in excess of any amount permitted by law. Any other salary or fees earned by the teacher as a direct benefit of the sabbatical leave or for work done in connection with or made possible with such leave, together with such sabbatical compensation provided by the Employer, shall not exceed the full amount of the salary the teacher would have received if on active staff status.

In the event the teacher's combined income exceeds the salary he/she would have received under this Agreement had leave not been taken, then the compensation paid by the Employer under this provision shall be reduced by that entire excess amount.

- D. Premiums for insurance benefits during sabbatical shall continue at Board expense on the same basis as the teacher would have enjoyed if on active staff status.
- E. A teacher who takes a sabbatical leave further agrees to teach in Gull Lake Community Schools for two years following such leave or refund the salary received while on leave.
- F. A non-teaching professional staff member shall be guaranteed the same or a comparable position upon return. Teachers shall be given credit on the salary and seniority schedule for the period of the sabbatical.
- G. With the Board's permission, a teacher will have the opportunity to extend the sabbatical an additional year.
- H. No teacher will be permitted more than one paid sabbatical.

7.42 Continuing Education Leave. A tenured teacher may request an unpaid leave for a period not to exceed one year for the purpose of improvement of skills for the present assignment, curriculum development, working on an education project, professional growth, further education, travel, or the holding of a professional or public office.

Requests will be reviewed by the administration and may be approved if judged to be of value to the District. All other details will be subject to negotiation by the teacher, and representatives of the Employer and the Association.

7.43 Nothing in Section 7.41 above, pertaining to payment by the Employer of salary or benefits while a teacher is on sabbatical leave, shall apply to any sabbatical leaves which the Employer may be required to grant under Section 1525 of the Revised School Code, its successor provision, or any other statute. Any such leaves shall be instead regulated by Section 7.42 pertaining to unpaid continuing education leave.

7.44 Exchange Teacher/Position Trades. The Employer may approve leave for an exchange teacher position for any tenured teacher, or for the trading of positions between tenured teachers, in this school district or with a tenured teacher from another school district. The details of such exchanges or trades shall be agreed upon by representatives of the Employer and the Association.

7.5 Special Leaves. The Employer may grant a leave of absence on its own motion, or upon the request of a teacher for reasons of mental or physical disability, child care, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. Such leaves will not exceed a period of two (2) semesters. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the teacher;
- B. Staffing needs, the impact of the teacher's absence on the education program and other requirements of the Employer;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Employer;
- D. The purpose or purposes of the leave.

Leave may be with or without pay and if with pay, may be charged against current or accumulated sick leave as mutually agreed between the teacher and the Employer. In the event that a request for a leave is denied, the teacher shall have a right of written appeal to the Board through the Assistant Superintendent. Such an appeal shall be in writing with a copy to the Association.

7.6 Leave Administration.

7.61 Notice. A teacher shall at the earliest practicable time give the Employer notice of his/her desire to be granted leave so that the Employer will have the maximum time to provide for the teacher's absence. Personal leave, or court leave shall be requested at least seven (7) days prior to the requested leave date, except that a shorter notice may be permitted because of unforeseeable circumstances. Where a leave will extend for five (5) or more days and is foreseeable (e.g. professional leave, special leave) leave shall be requested at least thirty (30) days prior to the date on which the leave is requested to begin.

7.62 Leave Agreements. Any leave for more than five (5) days shall be agreed to in writing by the Employer and the teacher, or the teacher's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement which extends for a period of more than sixty (60) days, shall include a requirement that the teacher notify the Employer in writing prior to a specific time that the teacher intends to return. If the teacher fails to give such notice, the teacher shall be considered a voluntary quit.

7.63 Verification. Teachers shall have the responsibility of verifying their eligibility for leave and any benefits due. If the Employer determines that a teacher knowingly withheld or misrepresented material information concerning the purposes or the teacher's eligibility for leave or for any leave benefits, the teacher may be disciplined, in addition to any other discipline, by the loss of all or any portion of the teacher's leave benefits due or to be due under this Agreement.

ARTICLE 8 ASSOCIATION RIGHTS AND RESPONSIBILITIES

8.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

- A. The use of the school buildings at reasonable hours for meetings, provided, that when special custodial or other services are required, the Employer may make a reasonable charge therefor and provided, further, that no such use shall interfere with the primary educational use of the facilities.
- B. The use of teacher mail boxes, a designated bulletin board in each building, and the public address system for the purpose of giving notice of meetings, recreation, and social events, elections, the results of elections and related matters.
- C. The use of school equipment, including duplicating equipment and audio-visual equipment, provided that it shall pay the reasonable cost of all materials and supplies used and that such use shall not interfere with its primary purpose.

8.2 Association Responsibilities. The Association having been recognized as the exclusive bargaining agent for the teachers, agrees that:

- A. It will not bar any teacher from membership because of age, race, creed, sex, marital status or national origin, and will permit every teacher to freely join or refrain from joining the Association.
- B. It will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the United States or Michigan Constitution or by applicable federal or state law.
- C. It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slowdown, or deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment. If the provisions of this section are willfully breached by the Association or by the KCEA, it agrees to pay the Employer actual damages.

- D. It will use its best efforts to correct breaches of professional performance of conduct, including, but not limited to, failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges and chronic tardiness or absenteeism.

8.3 Association Leave. The Association shall have a total of fifteen (15) paid leave days per school year for conducting Association business. In the school year in which this Agreement expires, the Association will be allocated five (5) additional days. The Association will reimburse the Employer for the cost of substitutes replacing bargaining unit members utilizing these additional days.

Notice of intent to utilize this leave shall be given by the Association President to the Superintendent not less than one (1) school day prior to taking of leave.

ARTICLE 9

TEACHER RIGHTS AND RESPONSIBILITIES

9.1 Teacher Rights. Each teacher shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:

9.11 Equipment and Facilities. The Employer shall provide to the extent reasonably available:

- A. Office equipment for preparation of necessary instructional materials;
- B. A desk or lockable storage space, a private workroom in each building equipped with a closet for apparel and telephone facilities.

9.12 Damages and Claims. The Employer shall establish a written procedure for the review of claims for injury to the person or property of a teacher which arise in the course of his/her employment and while acting within the scope of his/her authority, provided nothing in this Agreement shall constitute either an acknowledgment of District liability or a waiver of any defenses, including the immunity of the District established by law.

9.13 Errors and Omission Insurance. The Employer shall pay the premium amount for errors and omissions insurance coverage, selected by the Employer, for members of the bargaining unit while engaged in the performance of their duties and while acting within the scope of their authority. The terms of the insurance policy shall be controlling regarding claims covered and excluded, defense, indemnity, policy limits and similar matters. The Employer and the affected bargaining unit member(s) shall cooperate in the processing of any claims to the Employer's insurer(s). In the event that such insurance coverage is canceled or cannot be purchased at reasonable premium rates, the Employer shall so notify the Association and the Employer's obligation to purchase insurance under this provision shall become inoperative on the date of policy expiration.

9.14 Safety. No teacher shall be required to expose himself/herself to conditions which may reasonably be hazardous to his/her personal safety or health.

9.15 Student Discipline. Subject to applicable laws and regulations.

- A. A teacher shall have the right to use physical force in conformance with Section 1312 of the Revised School Code (or its successor provision) and the Employer's policies.
- B. Any physical assault on a teacher in the discharge of the teacher's duties shall be promptly reported by the teacher to the Employer.
- C. A teacher has the right to receive reasonable support and assistance in maintaining control and discipline of students on the school premises.
- D. If it appears that a student requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Employer will take reasonable steps which are not in violation of any rights of the student to assist the teacher with the successful management of that student.
- E. The Employer shall adopt a policy setting forth guidelines for the suspension or expulsion of students.

9.16 Non-teaching Professional Staff member Discipline. A non-teaching professional staff member shall not be disciplined for reasons that are arbitrary or capricious.

ARTICLE 10 PROFESSIONAL GROWTH AND PERFORMANCE

10.1 Professional Standards and Sanctions.

10.11 Professional Standards. The parties recognize that it is not desirable to interfere with the private and personal conduct of a non-teaching professional staff member except when such conduct may adversely affect the performance of a non-teaching professional staff member or shall interfere with the proper conduct of the educational program. The parties further recognize that the failure of any non-teaching professional staff member to adequately discharge his/her professional responsibilities places an unfair burden on other members of the professional staff, detracts from the delivery of educational and related services to students, and makes more difficult the achievement of the educational goals of the District. Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each non-teaching professional staff member, it is recognized that the responsibilities include the following:

10.111 General Competence. Non-teaching professional staff members shall maintain such levels of professional competence as may be required to successfully discharge their professional responsibilities which are within the scope of their certification and qualifications.

It is understood that competency standards are intended to apply to job performance and are not applicable to misconduct situations of a disciplinary nature, the standards for which are addressed separately in Article 9.16 of this Agreement. Performance issues related to the non-teaching professional staff member's mental and/or physical ability will be handled in accordance with Article 14.3 of this Agreement.

10.112 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of plans, aids or such other materials as may be necessary for the planning, preparation, and delivery of services by the non-teaching professional staff member or as may be required in his/her absence.

10.113 Performance of Professional Assignments. A teacher can measure his/her success by the progress of each student toward the realization of his/her potential as a worthy and effective citizen and as an accomplished learner. It is therefore the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, a teacher:

- A. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, deny the student access to varying points of view nor deliberately suppress or distort subject matter for which the teacher bears responsibility.
- B. Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
- C. Shall refrain from engaging in outside activities which materially interfere with the performance of his/her professional assignments.
- D. Shall be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Employer of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Employer.

Nothing in this Section shall be construed to limit or impair rights established by state or federal acts.

10.114 Conferences. A teacher shall be reasonably available for consultation with students, parents, members of the professional staff and others.

10.115 Student Evaluation. Each student shall be fairly and impartially evaluated in accordance with the guidelines established from time to time by the Employer for the evaluation of students.

10.116 Rules and Regulations. Teachers shall be responsible for the enforcement of the rules and regulations of the District as part of their professional duties. A teacher shall assist in the enforcement of such rules and regulations of the district as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to law or to the terms of this Agreement.

10.117 Safety of Students. A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health, or safety. For such purpose, a teacher shall promptly notify the administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

10.118 False Official Statements. A teacher shall not knowingly withhold or misrepresent material information concerning the teacher's professional qualifications, the discharge of the teacher's professional duties, or the eligibility of the teacher to receive any benefits from the Employer.

10.119 Professional Relationships. All teachers shall develop and maintain positive professional relationships with other teachers and shall absolutely refrain from discriminating against any other employee, student, parent, or citizen by reason of the participation or non-participation, or the support or non-support of such person of any activity of the GLEA, KCEA, MEA or NEA.

10.12 Sanctions. It is recognized that to some extent each non-teaching professional staff member must determine within his/her own conscience the extent to which his/her actions should rise above minimum standards. However, because the failure of a non-teaching professional staff member to maintain adequate professional standards violates his/her obligations to the students, places an unfair burden on other members of the professional staff, makes more difficult the achievement of the educational goals of the District and constitutes a breach of a non-teaching professional staff member's ethical and contractual obligations, the Employer has an obligation to take appropriate corrective action.

The Employer, in recognition of the concept of remediation and correction of deficient job performance, shall in appropriate cases (i.e. those cases involving questions of competency in distinction to situations involving misconduct), notify the non-teaching professional staff member in writing of alleged delinquencies, specify expected correction, and establish a reasonable period for correction. Any non-teaching professional staff member who believes that he/she has been subject to a reprimand or disciplinary action issued in violation of this Agreement may file a grievance in accordance with the procedure herein set forth, except that such grievance procedure shall not apply to the failure of the Employer to rehire a probationary non-teaching professional staff member.

10.2 Performance of Non-Teaching Professional Staff Members.

10.21 Evaluation. The Employer shall be responsible for the evaluation of each non-teaching professional staff member in the performance of his/her professional duties. Formal evaluations shall conform to the following guidelines:

10.211 Evaluation Objectives. The primary purposes of evaluation shall be to improve the effectiveness of a non-teaching professional staff member in the performance of his/her professional duties, to remediate deficient performance, and to provide a basis for making employment decisions which are predicated upon a non-teaching professional staff member's competency and proficiency.

10.212 Criteria. Any change in criteria for a formal evaluation shall be furnished to a non-teaching professional staff member within thirty (30) days from the beginning of the trimester or semester (as is applicable) in which the evaluation is to be made or the beginning of employment, whichever shall last occur.

10.213 Evaluation Procedure. Each formal evaluation shall be in writing and shall incorporate a minimum of two (2) work-site observations of at least twenty (20) consecutive minutes per observation, conducted with the full knowledge of the non-teaching professional staff member. Observation of probationary non-teaching professional staff members shall be at least thirty (30) consecutive minutes.

No formal work-site observation will be scheduled on the day before parent-teacher conferences or on the day before winter or spring break.

A post-observation conference shall be held within ten (10) days after the second formal observation supporting an evaluation for probationary non-teaching professional staff members, for other non-teaching professional staff members who are on an Individualized Development Plan (IDP), and for other non-teaching professional staff members (*i.e.*, not on an IDP) when requested by either the non-teaching professional staff members or evaluator. The non-teaching professional staff member shall have the right to have an Association representative present.

A copy of the evaluation resulting from the observations shall be given to the non-teaching professional staff member within ten (10) days after the final observation supporting an evaluation. The evaluation form shall accurately identify the dates of the observations.

If the work of the non-teaching professional staff member is not "effective", the evaluator shall identify the deficiencies and identify specific improvement objectives. This shall include, but shall not be limited to, implementation and revision of Individualized Development Plans.

If the non-teaching professional staff member disagrees with the observations, recommendations, or evaluation, the non-teaching professional staff member shall submit within ten (10) days a written reply which shall be attached to the evaluation and be placed in his/her personnel file.

10.214 Evaluation Frequency. A non-teaching professional staff member employed for the full school year shall be evaluated at least annually. Where a probationary non-teaching professional staff member begins employment after the commencement of the school year, appropriate adjustment will be made in the evaluation cycle.

10.215 Re-evaluation. If a non-teaching professional staff member who has been rated "ineffective" on an evaluation disagrees with such evaluation, he/she shall have the right to have a re-evaluation if such re-evaluation is requested within five (5) days from the receipt of the final formal evaluation. The non-teaching professional staff member shall state in writing the specific reasons for the request for re-evaluation.

10.216 Program of Assistance/Individualized Development Plans. All probationary non-teaching professional staff members shall be issued an Individualized Development Plan. The IDP shall be revised, as is necessary, if the performance of the probationary non-teaching professional staff member is not rated "effective" or higher. A non-probationary non-teaching professional staff member shall be placed on an Individualized Development Plan if the Employer determines that the performance of the non-probationary non-teaching professional staff member is "minimally effective" or "ineffective".

An Individualized Development Plan shall contain at least the following:

- A. Identification of the areas requiring professional growth or adjustment;
- B. Performance goals, specific suggestions for improvement; and
- C. Provisions for periodic review of the teacher's progress.

An Individualized Development Plan for a non-probationary non-teaching professional staff member shall normally have a duration of not less than sixty (60) days but will not exceed 180 days. The IDP for a non-probationary non-teaching professional staff member may be extended by mutual agreement or a new program may be initiated. The Employer may provide that a non-probationary non-teaching professional staff member shall not be entitled to receive any increase in compensation until he/she has satisfactorily completed the IDP, provided that a non-probationary non-teaching professional staff member shall have the right to a hearing before the Board of Education prior to the making of any such compensation adjustment, if he/she requests such hearing in writing.

The Association agrees to encourage qualified teachers who could contribute to the success of a program of assistance to provide reasonable assistance.

10.3 Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

- A. A teacher shall have the right to review the contents of his/her personnel file upon reasonable prior request. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. Materials excluded from the definition of a "personnel record" as set forth in Section 1 of the Bullard-Plawecki Employee Right to Know Act shall not be subject to review.
- B. After the date of employment, a teacher shall be given prompt written notice of the intention to insert any materials in his/her personnel file which adversely reflect on the character of the teacher's professional services. Within ten (10) days following notification of the Employer's intention to insert such material in his/her personnel file, the teacher shall have the right to insert in his/her file a written statement (or other relevant material) concerning such material.

10.4 Mentor Teachers.

10.41 A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor under Section 1525 of the Revised School Code. The purpose of the Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information and a voice of experience and insight.

10.42 A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support. The Mentor Teacher will not be responsible for evaluation of the mentee.

10.43 The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee.

10.44 Nothing in this Agreement shall be interpreted or applied to indicate that the assignment of mentor teachers is exclusively work within the bargaining unit represented by the Association. Qualified bargaining unit members will have priority for allocation of this work.

10.45 The Mentor Teacher assignment shall be for one (1) school year subject to renewal upon agreement the Mentor Teacher, the mentee and administration. The match will be reviewed by January 30 annually.

10.46 The Mentor Teacher will receive as compensation of his/her extra duties and responsibilities, the amount of \$300.00 per school year.

10.47 Assignment as a Mentor Teacher will be voluntary and will be regarded as an extra duty position.

10.48 Upon joint request of the Mentor Teacher and the mentee, the building administrator may approve released time for purposes of the Mentor Teacher visiting the classroom of the mentee or for the mentee visiting the classroom of the mentor.

10.49 The District shall issue a job description for Mentors. The Association will be consulted by the administration in the revision of this job description.

10.5 Compensation Based on Job Performance and Job Accomplishments for Non-Teaching Professional Staff Members.

10.51 Purpose. The primary focus of the performance compensation system of the Gull Lake Community Schools is for the enhancement of student growth and learning. The objective of excellence in educational services and the resulting product is furthered by recognition of accomplishments, activities and the attainment of standards identified herein.

10.511 Participation. All non-teaching professional staff members are subject to the performance compensation system.

10.512 Monitoring. Each non-teaching professional staff member will be responsible for submitting to his/her building administrator, by May 15 annually, an enumeration of the activities that he/she believes qualify toward attainment of the performance stipend for that school year. This shall include verification substantiating that the activities have been completed. All activities identified in Section 10.513 are subject to review and pre-approval by the administration.

The building administrator shall be responsible for submitting to the non-teaching professional staff member, by the final work day annually, a statement indicating the total points attained by that individual for that school year and whether or not he/she has attained a sufficient number of points during that school year to qualify for the performance stipend.

10.513 Eligibility for Performance Enhancement Pay. In order to qualify for the performance enhancement pay, the teacher must earn not less than twelve (12) points during a school year (September 1-May 15). Points may be earned as follows:

A. Articulated Design (3 pts)

As a grade level or department, meet regularly to assure written curriculum in a content area is vertically and horizontally aligned. across grades in the teacher's building. A District provided curriculum map will be presented as an artifact.

B. Reflection and Refinement (3 pts)

Meeting with other teachers on a regular basis to examine best instructional practices through use of administratively approved professional materials and then sharing the practice with building level colleagues.

C. Meets Student Needs (5 pts)

Conduct a weekly before or after school tutoring session for student(s) for a minimum of 20 minutes, one time per week for at least twelve (12) weeks.

D. Coaching & Facilitating (3 pts)

Lead professional development for a Professional Learning Community building or district team on best-practices of teaching for learning.

E. Communication (4 pts)

Make phone calls or send positive postcards to parents/families of students in your classroom to share a positive attribute/contribution they have made to the class. (Minimum of 12 per trimester)

F. Collaboration (2 pts)

Work with another teacher and collaborate at least one activity per trimester where students connect with other students on a curricular activity.

G. Student-Centered (1 pt)

Write a letter or note of reference or recommendation for a student to receive a particular award, scholarship, school recognition or to have in their file, and send a copy to the parent. *OR* Assist a student with a college application.

H. Results Driven (5 pts)

Observe a teacher two times per trimester (minimum 20 min. per visit) in their classroom setting. Provide feedback regarding application of learning and a teaching practice you have in common. Meet/discuss for shared improvement after each observation (for professional growth, not for evaluative purposes).

I. Methods (5 pts)

Publishing a newsletter to parents/families of a teacher's students not less than monthly for the entire school year.

J. Extended Learning Opportunities (3 pts)

Conducting an evening event (other than during scheduled parent/teacher conferences or open houses) where parents are invited to the teacher's classroom to learn about, and become involved in, curricular and instructional activities in school.

K. Business Community (3 pts)

Help students select a Community Service Project (such as Earth Day) to participate in twice during the school year, where the students will: clean up at a local park; paint, make crafts for hospice or nursing homes, military, etc.; write books/cards/letters for nursing homes, hospice, military, etc.; or participate in recycling projects. Other community service projects may be eligible, as agreed upon by teacher and administration. This can be done by grade level, department, as part of a special group, or as a whole class.

L. Educational Institutions (4 pts)

Collaborate with local governmental agencies and non-profit/educational institutions that offer educational programs and lead the implementation of a program that supports school improvement or curricular goals (e.g. DNR programs, fire safety, etc.) and/or to supplement and extend learning opportunities for students.

M. Data-Driven Decision Making (3 pts)

Using two or three data sources, share analysis with Professional Learning Community, grade level, department or building teams for use in making decisions and determine actions at the classroom and student level for improvement.

10.514 Annual Performance Enhancement Pay. A bargaining unit member who qualifies for performance enhancement pay shall receive \$200 to be remitted not later than the first payroll in July immediately following the conclusion of the school year in which the teacher was eligible to receive the stipend.

The above stipends will be prorated for part-time teachers and teachers with a partial year of service.

ARTICLE 11
LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE

11.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

11.2 Definitions.

- A. "Claim": a claim is an allegation by the claimant that a specific provision(s) of this Agreement has been violated.
- B. "Claimant": means the bargaining unit member filing the claim. The claimant shall have the right to personally attend each conference or hearing and if he or she requests, have an authorized representative, designated by the Association, present.
- C. "Event": the event means that act or omission which the claimant alleges violates one or more provisions of this Agreement.

11.3 Hearing Levels.

11.31 Informal Adjustment. Prior to filing a written claim, the claimant shall meet with his/her immediate supervisor for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

11.32 Written Claim. If the claim is not satisfactorily resolved at the informal adjustment conference, the claimant shall have ten (10) days after the conclusion of the informal conference within which to file a written claim with his/her immediate supervisor. The claim shall include:

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

A reply by the claimant's immediate supervisor shall be filed within twenty (20) days from the receipt of the written claim.

11.33 Formal Conference. If the reply of the claimant's immediate supervisor is not satisfactory and a request by the claimant is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The formal conference shall involve the claimant, the Superintendent (or designee) and the Association President (or designee). At the option of the Superintendent (or designee), the claimant's immediate supervisor may also attend the formal conference.

The purpose of such formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any agreement reached as a result of the formal conference regarding the disposition of the claim shall be in writing.

If the parties are unable to reach agreement, the Superintendent (or designee) shall file a reply within twenty (20) days after the completion of the formal conference, unless the Employer and the Association shall mutually agree that the formal conference be adjourned and reconvened with a State mediator. If mediation occurs and does not produce a resolution of the claim, the written reply of the Superintendent (or designee) shall be filed with the claimant and the Association with ten (10) days after conclusion of the mediation meeting.

11.34 Hearing Officer. If the claim is not satisfactorily resolved at the Formal Conference (or, if mutually agreed between the Employer and the Association, before a State mediator), the Association shall have the right to submit the claim to a hearing officer, if such request is made within fifteen (15) days from the receipt of the Formal Conference reply.

- A. Upon receipt of a written request to submit the claim to a hearing officer, the Employer and the Association shall consult as to the selection of a hearing officer who shall serve as arbitrator. If, within five (5) days after receipt of the request to submit, the parties are unable to mutually agree to a hearing officer of their own choosing, the party requesting the hearing will contact the American Arbitration Association (Detroit office) to initiate the hearing officer selection process, in accordance with its Labor Arbitration Rules.
- B. Once the hearing officer is selected, the hearing will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association, provided that:
 - 1. The hearing officer shall not have the authority to vary the terms of the Agreement.
 - 2. The hearing officer shall render his/her written decision within thirty (30) days from the conclusion of the hearing.

3. The parties may agree to an expedited hearing by mutual consent.
- C. Either party shall have the right, within fifteen (15) days from the receipt of the decision of the hearing officer, to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the hearing officer shall be binding.

11.35 Form of Action. All claims, replies, and requests shall be in writing and shall be filed with each party.

11.36 Exclusions. The Labor-Management Contract Enforcement Procedure shall not apply to:

- A. A claim by any teacher who desires to assert his/her legal right to present such claim directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at any such adjustment.
- B. The failure to re-employ a probationary teacher at the expiration of the teacher's individual contract of employment.
- C. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- D. Any provision of this Agreement which contains an express exclusion from this procedure or any matter involving a prohibited subject of bargaining under the Public Employment Relations Act.

11.4 General Provisions.

11.41 Provisional Relief. The Employer may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered by a mediator, hearing officer or a court of competent jurisdiction as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.

11.42 Withdrawals and Denials. The initiation of any claim or request for advancement to the next hearing level which is not made within the time limitations prescribed in this Procedure, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.

11.43 Place of Proceedings. All proceedings up to the hearing before the mediator shall be held on the Employer's premises. A hearing before a mediator or hearing officer shall be held at a location within Kalamazoo County mutually acceptable to the Employer and the Association or as designated by the mediator or hearing officer. The cost of any facilities shall be shared equally by the parties.

11.44 Costs. Any fees and expenses paid for the services of a mediator or hearing officer shall be shared equally by the parties. Each party shall otherwise be responsible for its own costs.

ARTICLE 12 NEGOTIATIONS

12.1 Rules. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that such proceedings shall not be held during the regular school day except by mutual consent.

12.2 Negotiators. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the District. The parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until the same shall be ratified by both the Employer, through its Board of Education, and the Association.

12.3 Successor Agreement. The negotiation of a successor Agreement shall begin upon the written request of either party provided said request is made not earlier than six (6) months prior to the expiration of this Agreement.

12.4 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.

12.5 All provisions of this Agreement are subject and subordinate to the obligations of either party under applicable laws or regulations unless such laws or regulations do not restrict the parties from agreeing to a contractual provision, which has become part of this Agreement, and which provides enhanced or diminished rights in comparison to the law or regulation. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, or shall become unlawful due to legislative enactment, such provision(s) or application(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties agree to meet within twenty (20) days of such action in order to renegotiate such invalidated provision, to the extent permitted by law.

ARTICLE 13

DEFINITIONS AND INTERPRETATIONS

13.1 Definitions. For the purposes of this Agreement, the following definitions shall govern:

13.11 Period. "Period" shall mean a unit of instruction, recess or other unit established by the Employer for the division of the school day or one (1) hour, whichever is less.

13.12 Preparation Period. "Preparation period" shall mean a period used for student or parent conferences, preparation for instruction of professional assignments, or the grading of examinations.

13.13 Teacher. "Teacher" shall refer to all "full-time" and "part-time" employees represented by the Association in the bargaining unit as is defined in the recognition provisions (Article 1) of this Agreement. Except as otherwise expressly provided, benefits of "part-time" teachers shall be substantially proportionate to the number of hours employed per week. Reference to male teachers shall include female teachers.

13.131 "Non-teaching professional staff member" shall refer to a member of the bargaining unit that does not come within the coverage of the Teachers' Tenure Act (e.g. Social Worker, licensed Counselor, non-certificated Speech Pathologist). A non-teaching professional staff member shall be regarded as on "probationary" status, during the first five (5) full school years of his/her employment with the Employer. Nothing in this provision shall be interpreted or applied to confer any tenure rights or status, either substantive or procedural, under the Teachers' Tenure Act, upon any bargaining unit member.

13.14 Day. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year. "Day" shall also include the summer break except a Saturday, Sunday or national holiday.

13.2 Individual Contracts. All individual teachers' contracts shall be subject and subordinate to the provisions of this Agreement with respect to mandatory subjects of bargaining and shall be subject to termination in accordance with the procedures herein set forth for the material breach of this Agreement or of the individual contract of employment or at the time of the termination of the teacher's employment rights.

13.3 Policies and Other Agreements. Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs and enter into agreements with teachers or others, which are not contrary to the terms of this Agreement. The Employer shall furnish the Association a copy of any policy proposed or adopted by it, including any amendments thereto.

13.4 Interpretation. The Employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and this Agreement shall be so applied and interpreted. Neither party shall do anything which is directly or indirectly contrary to the terms of this Agreement.

Whenever possible, each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Supplemental Programs. The Employer agrees to consult with the Association prior to establishing compensation for adult education and federally funded programs.

14.2 Consortia and Shared Teaching Agreements. When the Employer enters into a consortium or shared teacher agreement, which involves the assignment of work that has been performed by the bargaining unit, the Employer shall give written notice to the Association setting forth the employer of record designated to administer the employment relationship. If the Association believes the designation is inappropriate, the Employer agrees upon request to meet

with the Association to explore alternatives. In no event shall the salary and fringe benefits of a teacher represented by the Association be reduced as a result of a consortium agreement, except in cases of layoff.

14.3 Medical Examinations.

- a. The Employer may require a teacher to receive a physical and/or mental examination following a conditional offer of employment and for reasonable cause may also require a teacher to receive a physical and/or mental examination:
 1. To determine whether the teacher can properly discharge the essential functions of their position, with or without reasonable accommodation (in the event of a disability covered by applicable state and federal law)
 2. To determine the likelihood of harm to the health of students or other persons;
 3. To verify a teacher's eligibility for leave taken under the Family and Medical Leave Act or for leave taken under this Agreement.
 4. To determine whether the teacher is eligible to return from an FMLA leave or other leave under this Agreement and can perform the essential functions of the teacher's professional duties.

If the Employer shall require a medical examination, it shall pay the cost thereof.

14.4 Non-Discrimination. Each party agrees that it will not discriminate against any teacher by reason of the participation or non-participation of a teacher in the Association, the institution of any grievance or because of the age, race, creed, sex, marital status, or religion of any such teacher. Each party further agrees that the Association, its officers and its members, and the Board and the Administration shall be responsible for their respective constituents for developing and maintaining positive professional relationships among themselves, and shall not discriminate among themselves or against each other or against any student, parent or citizen for their participation or non-participation in the labor dispute which occurred between the parties in the fall of 1984.

14.5 Scope. This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the written agreement of the parties.

14.6 Distribution. Copies of this Agreement shall be duplicated at the expense of the Board of Education, unless the Agreement is not ratified, and given to each teacher and administrator.

14.7 Building Level Decision Making. The Employer and the Association agree that employee participation in decision making is a goal which can provide positive results for the education for students. Building level decision making is a process through which individuals who are responsible for the implementation of decisions at the site where they work are meaningfully involved before a decision is finalized by the Administration or the Board. To that end, the parties agree as follows:

- A. The provisions in this Article shall apply to all School Improvement Plans as provided for in Section 1277 of the Revised School Code, M.C.L. 380.1277, or its successor provision.
- B. School Improvement Plans should be consistent with the collective bargaining agreement. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, representatives of the Board and the Association shall meet to consider mutually agreeable alternatives, such as possible waiver of the conflicting provision for a specified or indefinite period of time. In the event the parties can not agree on a mutually satisfactory solution, the collective bargaining agreement shall prevail.
- C. Participation in school improvement programs may be required by the Board within the 40 hour work week. For hours approved by the Employer beyond the 40 hour work week, compensation will be paid at a rate of \$11.50 per hour.

14.8 Drug Prevention Program.

14.81 Philosophy. The use or possession of nonprescription (i.e. not prescribed for the teacher) controlled substances and alcohol in connection with a teacher's employment will not be condoned.

14.82 Standards of Conduct. The possession, use, or distribution of nonprescription (i.e. not prescribed for the teacher) controlled substances and alcohol on school premises or at any school activities where students are present is absolutely prohibited. Being under the influence of nonprescription (as defined above) controlled substances or alcohol while on duty is also prohibited.

14.83 Disciplinary Action. Disciplinary actions against non-teaching professional staff members will be taken in accordance with Article 11 and Article 9.16 and Article 10.12 of this Collective Bargaining Agreement.

14.84 Conditions of Employment. District employees are required, as a condition of employment, to abide by the District's policy regarding a drug free workplace set forth above.

14.85 Communication. Following mutual agreement, employees will be notified of the District's implementation of a Drug Prevention Program for students and employees. The contents of the program will also be shared with employees.

14.86 Compliance. Compliance with the standards of conduct by employees is mandatory.

14.9 Emergency Manager. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE 15

DURATION OF AGREEMENT

Term. This Agreement shall become effective upon ratification by the Employer and the Association and shall continue in effect until June 30, 2014.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of Aug 20, 2012.

**KALAMAZOO COUNTY EDUCATION
ASSOCIATION**

**GULL LAKE COMMUNITY SCHOOLS
Kalamazoo, Barry and Calhoun
Counties, Michigan**

By: [Signature]
Its: President

By: [Signature]
Its: President, Board of Education

By: [Signature]
Its: Chief negotiator

By: _____

Its: _____

SCHEDULE A

The Salary Schedule shall be subject to the following conditions and adjustments:

Section 1. Basic Salary Computation.

- A. Basic Compensation Schedule: 2012-2013 and 2013-2014. Schedule A-1 shall apply for the 2012-2013 and 2013-2014 school years.
- B. Teachers will be placed on the BA+18, MA, MA+15, or MA+30/EdS salary columns only if the advanced training is in the area of the teacher's certification or if, in the opinion of the Employer, the advanced training is of special value to the individual's teaching responsibilities. For placement on the BA+18 column, a teacher must have earned a professional education or continuing certificate.

The semester hours must be earned subsequent to receipt of the degree designated on the column. No bargaining unit member shall have their salary column placement (as of 2007-2008) reduced as a result of the amendments added to this provision in the 2008-2010 Agreement.

- C. Regular and part-time classroom teachers who are used as substitute teachers during their planning times will be compensated, at the discretion of the building administrator, by one of the following options:
 - 1. The teacher shall receive not less than the teacher's regular salary divided by 1417.5 for each hour they are required to provide professional duties.
 - 2. The teacher will receive planning time equal to the time the teacher sacrificed by serving as a substitute. This planning time must be provided within one week of the teacher being used as a substitute or Option 1 must be used to compensate the teacher.

Section 2. Compensation Adjustments

- A. Overload and part-time adjustments should be made as follows:
 - 1. Elementary part-time teachers shall be paid not less than the regular teacher's salary divided by 1417.5 for each hour they are regularly required to be at school to perform their professional duties provided that such teachers shall not be deemed to be hourly employees by virtue of this provision. An overload assignment which eliminates a teacher's planning period shall be paid at the same hourly rate.

2. Middle school and high school teachers shall be paid by dividing the number of periods of assigned instructions by the number of periods in the school day, minus one (1), for each period that they are regularly required to be at school to perform their professional duties.
- B. Salary adjustment for professional services required beyond the regular work year or for deduction in pay shall be made in accordance with the following schedule, namely:
- Hourly = (Teacher's salary) divided by (the number of teacher work days times 7.5 hours per work day).
- Daily = (Teacher's salary) divided by (the number of teacher work days).
- Weekly = (Teacher's salary) divided by (the number of teacher work days divided by 5).
- C. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus MPERS contributions on that amount required of the Employer.

Section 3. Hospital, Medical and Dental Insurance.

- A. **Benefit Plan.** Subject to the provisions hereinafter set forth, each teacher shall have the right to select Plan "A", Plan "B" or Plan "C" (effective January 1, 2013).

The Employer's monthly premium contribution for health insurance shall be:

Single =	\$458.37
Two =	\$916.66
Family =	\$1,250

Effective January 1, 2013 (for Plan C) and July 1, 2013 (for Plan A) the above premium contribution amounts will be adjusted to the maximum amount permitted under Section 3 of the Publicly Funded Health Insurance Contribution Act, thus reflecting any adjustment made by the State Treasurer applicable to medical benefit plan coverage years in 2013.

Teachers shall be responsible for all premium amounts in excess of the Board's contribution, as designated above.

All teacher premium contributions will be payroll deducted and, at the teacher's option, will be processed through the District's Section 125 Plan.

Plan "A": For employees needing health insurance and not electing Plan C.

MESSA Choices 2	Saver RX prescription co-pay \$200/\$400 in-network deductible \$400/\$800 out-of-network deductible \$5 office visit co-pay; \$10 urgent care co-pay; \$25 emergency room co-pay
Long Term Disability	66 2/3% \$5,000 maximum 100 calendar days – modified fill Freeze on offsets Alcoholism/drug addiction – 2 year Mental/nervous – 2 year
Delta Dental	E 007 (80/80/80: \$1,300) With sealants and 2 cleanings per year
Negotiated Life	\$40,000 AD&D
Vision	VSP-2

Plan "B": For employees not electing health insurance.

Delta Dental	Auto + 008 (100:90/90/90: \$1,500) with sealants and 2 cleanings per year
Vision	VSP-3
Negotiated Life	\$50,000 AD&D
Long Term Disability	66 2/3% Same as above
Cash Option	\$3,500/ year.

Plan C: for employees needing health insurance and not electing Plan A.

Effective January 1, 2013 employees who are eligible for health insurance may elect enrollment under Plan C which will have the same benefit products as Plan A, except that the health insurance product will be MESSA ABC Plan 1 (HSA) with a \$1250/\$2500 annual deductible.

It is acknowledged that the monthly amount contributed by the Board will be as established above for Plan A for each enrollment category. The Board's monthly contribution shall first be allocated to the deductible amount for the HSA (i.e. \$104.16 for single and \$208.33 for two person and family) with any remaining amount (i.e. the difference between the Board's designated monthly contribution and the above monthly amount allocated to the HSA deductible) then allocated toward funding of the HSA premium.*

Example: The Board's monthly contribution for a single subscriber is \$438.37. The Board would first allocate \$104.16 each month to fund the HSA deductible, with the remaining amount of the Board's contribution of \$354.21 allocated to the HSA premium of \$438.37. The teacher would then be responsible, through payroll deduction, for the remaining premium amount of \$84.16 per month.

*In the 2013 plan year only the annual deductible amounts will be deposited by the Board on a quarterly basis (January 1, 2013; April 1, 2013; July 1, 2013; and October 1, 2013) for Plan C participants

B. Contributions/Adjustments.

1. The Employer's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which a teacher last provides professional services except:
 - a. If a teacher provides professional services for the full school year, the obligation shall terminate June 30; and
 - b. IF a teacher has agreed to return for the next school year, the Employer agrees to continue its insurance contribution, provided, however, that any teacher who is a voluntary quit shall repay to the Employer any unearned portion of the premiums so contributed. Any repayment required by this provision shall be determined according to the following formula:

(Number of Days Insured) (Number of Contract - Days Worked x 2) Number of Days = to be Repaid

2. A teacher paid a cash payment under Plan "B" shall rebate pro rata any unearned portion.
 3. Any unearned amounts under this provision will be deducted from the teacher's unpaid wages or any other severance payments due the teacher.
- C. **Association Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cost from another employer or double coverage with no reasonable benefit to the insured.
- D. **Payroll Deductions.** The Employer shall establish policies for payroll deductions for the Michigan Education Association tax-deferred annuity program, Michigan Education Association insurance program, Educational Community Credit Union, membership dues of the GLEA, the Michigan Education Association, the Gull Lake Foundation, the National Education Association and the United Fund.

In addition, the parties have agreed to a Section 125 plan which allows for payroll deductions for items such as dependent care coverage and medical expenses not covered by insurance.

SCHEDULE A-1

<u>SCHEDULE A-1</u>			
<u>GLEA 2012-2013 and 2013-2014</u>			
<u>SALARY SCHEDULE</u>			
	BA		
	Step	Index	Amount
BA	1	1.000	\$ 33,199
BA	2	1.075	\$ 35,689
BA	3	1.125	\$ 37,349
BA	4	1.175	\$ 39,009
BA	5	1.200	\$ 39,839
BA	6	1.250	\$ 41,499
BA	7	1.300	\$ 43,159
BA	8	1.360	\$ 45,151
BA	9	1.420	\$ 47,143
BA	10	1.480	\$ 49,135
BA	11	1.540	\$ 51,126
BA	12	1.610	\$ 53,450
BA	13	1.680	\$ 55,774
BA	14	1.730	\$ 57,434
BA	15	1.730	\$ 57,434
BA	16	1.730	\$ 57,434
BA	17	1.763	\$ 58,530
BA	18	1.763	\$ 58,530
BA	19	1.763	\$ 58,530
BA	20	1.768	\$ 58,696
BA	21	1.768	\$ 58,696
BA	22	1.768	\$ 58,696
BA	23	1.795	\$ 59,592
BA	24	1.795	\$ 59,592
BA	25	1.795	\$ 59,592
BA	26	1.810	\$ 60,090
BA	27	1.810	\$ 60,090
BA	Etc	1.810	\$ 60,090

- Teachers will remain on the salary same step in 2012-2013 on which they were placed in 2011-2012. Effective at the commencement of the 2013-2014 school year, teachers will advance one step beyond their step placement in 2011-2012, subject to the conditions set forth in Section 6.1 of this Agreement. Teachers who are eligible for lateral column movement in 2012-2013 and in 2013-2014 based on increased academic attainment will be paid prospectively on the new column.
- Beginning with the 2013-2014 school year, new bargaining unit hires must attain a Master's Degree by Step 17 in order to advance any further on the salary schedule.

SCHEDULE A-1
GLEA 2012-2013 and 2013-2014
SALARY SCHEDULE

BA+18			
	Step	Index	Amount
BA+18	1	1.016	\$ 33,730
BA+18	2	1.091	\$ 36,220
BA+18	3	1.141	\$ 37,880
BA+18	4	1.191	\$ 39,540
BA+18	5	1.216	\$ 40,370
BA+18	6	1.266	\$ 42,030
BA+18	7	1.316	\$ 43,690
BA+18	8	1.376	\$ 45,682
BA+18	9	1.436	\$ 47,674
BA+18	10	1.496	\$ 49,666
BA+18	11	1.556	\$ 51,658
BA+18	12	1.626	\$ 53,982
BA+18	13	1.696	\$ 56,306
BA+18	14	1.746	\$ 57,965
BA+18	15	1.746	\$ 57,965
BA+18	16	1.746	\$ 57,965
BA+18	17	1.780	\$ 59,094
BA+18	18	1.780	\$ 59,094
BA+18	19	1.780	\$ 59,094
BA+18	20	1.785	\$ 59,260
BA+18	21	1.785	\$ 59,260
BA+18	22	1.785	\$ 59,260
BA+18	23	1.812	\$ 60,157
BA+18	24	1.812	\$ 60,157
BA+18	25	1.812	\$ 60,157
BA+18	26	1.820	\$ 60,422
BA+18	27	1.820	\$ 60,422
BA+18	Etc	1.820	\$ 60,422

1. Teachers will remain on the salary same step in 2012-2013 on which they were placed in 2011-2012. Effective at the commencement of the 2013-2014 school year, teachers will advance one step beyond their step placement in 2011-2012, subject to the conditions set forth in Section 6.1 of this Agreement. Teachers who are eligible for lateral column movement in 2012-2013 and in 2013-2014 based on increased academic attainment will be paid prospectively on the new column.

2. Beginning with the 2013-2014 school year, new bargaining unit hires must attain a Master's Degree by Step 17 in order to advance any further on the salary schedule.

SCHEDULE A-1
GLEA 2012-2013 and 2013-2014
SALARY SCHEDULE

	MA		
	Step	Index	<u>2011/12 Salary</u> <u>Amount</u>
MA	1	1.080	\$ 35,855
MA	2	1.140	\$ 37,847
MA	3	1.200	\$ 39,839
MA	4	1.260	\$ 41,831
MA	5	1.320	\$ 43,823
MA	6	1.380	\$ 45,815
MA	7	1.450	\$ 48,139
MA	8	1.520	\$ 50,462
MA	9	1.590	\$ 52,786
MA	10	1.670	\$ 55,442
MA	11	1.750	\$ 58,098
MA	12	1.830	\$ 60,754
MA	13	1.920	\$ 63,742
MA	14	1.990	\$ 66,066
MA	15	1.990	\$ 66,066
MA	16	1.990	\$ 66,066
MA	17	2.050	\$ 68,058
MA	18	2.050	\$ 68,058
MA	19	2.050	\$ 68,058
MA	20	2.095	\$ 69,552

- Teachers will remain on the salary same step in 2012-2013 on which they were placed in 2011-2012. Effective at the commencement of the 2013-2014 school year, teachers will advance one step beyond their step placement in 2011-2012, subject to the conditions set forth in Section 6.1 of this Agreement. Teachers who are eligible for lateral column movement in 2012-2013 and in 2013-2014 based on increased academic attainment will be paid prospectively on the new column.

SCHEDULE A-1
GLEA 2012-2013 and 2013-2014
SALARY SCHEDULE

MA+15			
	Step	Index	2011/12 Salary Amount
MA+15	1	1.096	\$ 36,386
MA+15	2	1.156	\$ 38,378
MA+15	3	1.216	\$ 40,370
MA+15	4	1.276	\$ 42,362
MA+15	5	1.336	\$ 44,354
MA+15	6	1.396	\$ 46,346
MA+15	7	1.466	\$ 48,670
MA+15	8	1.536	\$ 50,994
MA+15	9	1.606	\$ 53,318
MA+15	10	1.686	\$ 55,974
MA+15	11	1.766	\$ 58,629
MA+15	12	1.846	\$ 61,285
MA+15	13	1.936	\$ 64,273
MA+15	14	2.006	\$ 66,597
MA+15	15	2.006	\$ 66,597
MA+15	16	2.006	\$ 66,597
MA+15	17	2.066	\$ 68,589
MA+15	18	2.066	\$ 68,589
MA+15	19	2.066	\$ 68,589
MA+15	20	2.111	\$ 70,083

- Teachers will remain on the salary same step in 2012-2013 on which they were placed in 2011-2012. Effective at the commencement of the 2013-2014 school year, teachers will advance one step beyond their step placement in 2011-2012, subject to the conditions set forth in Section 6.1 of this Agreement. Teachers who are eligible for lateral column movement in 2012-2013 and in 2013-2014 based on increased academic attainment will be paid prospectively on the new column.

SCHEDULE A-1
GLEA 2012-2013 and 2013-2014
SALARY SCHEDULE

	MA+30 & EDS		
	Step	Index	<u>2011/12 Salary Amount</u>
MA+30/EDS	1		
MA+30/EDS	2		
MA+30/EDS	3		
MA+30/EDS	4	1.330	\$ 44,155
MA+30/EDS	5	1.390	\$ 46,147
MA+30/EDS	6	1.450	\$ 48,139
MA+30/EDS	7	1.520	\$ 50,462
MA+30/EDS	8	1.590	\$ 52,786
MA+30/EDS	9	1.660	\$ 55,110
MA+30/EDS	10	1.740	\$ 57,766
MA+30/EDS	11	1.820	\$ 60,422
MA+30/EDS	12	1.900	\$ 63,078
MA+30/EDS	13	1.990	\$ 66,066
MA+30/EDS	14	2.060	\$ 68,390
MA+30/EDS	15	2.060	\$ 68,390
MA+30/EDS	16	2.060	\$ 68,390
MA+30/EDS	17	2.120	\$ 70,382
MA+30/EDS	18	2.120	\$ 70,382
MA+30/EDS	19	2.120	\$ 70,382
MA+30/EDS	20	2.165	\$ 71,876

- Teachers will remain on the salary same step in 2012-2013 on which they were placed in 2011-2012. Effective at the commencement of the 2013-2014 school year, teachers will advance one step beyond their step placement in 2011-2012, subject to the conditions set forth in Section 6.1 of this Agreement. Teachers who are eligible for lateral column movement in 2012-2013 and in 2013-2014 based on increased academic attainment will be paid prospectively on the new column.

SCHEDULE B
Extra Responsibility Schedule

Payment for the following extra responsibilities shall be determined by multiplying the percentages by the total salary on the BA schedule (capped at the 10th step) representing the number of years experience in the sport/activity, rather than years of teaching experience.

<u>Head</u>	<u>Assistant</u>	<u>Middle</u>	<u>Asst</u>	<u>Sport/Activity</u>
12.5%	8.5%	6.0%		Football
12.5%	8.5%	6.0%	3.5%	Basketball
10.5%	7.5%	6.0%	3.5%	Wrestling
10.5%	7.5%	6.0%	3.5%	Volleyball
10.0%	6.0%	7.0%	5.0%	Band Director
9.5%	6.5%	4.5%	3.5%	Track
9.5%	6.5%	3.5%		Baseball
9.5%	6.5%	3.5%		Softball
9.5%	6.5%			Soccer
9.5%	6.5%	5.0%	3.5%	Cross Country
7.5%	4.5%			Tennis
7.5%				Golf
7.0%				Student Senate Advisor
5.5%	4.5%	2.5%		Cheerleading
7.5%				Competition Cheer
5.5%		3.0%		Yearbook Advisor
5.5%	3.0%			Plays
5.5%				H.S. Newspaper Coordinator
5.0%				Vocal Music
3.5%				Clubs
5.5%				Dept. Chair/Grade Level Chair
3.5%				Intermediate Chorus Dir.
3.0%				Band Guard Instructor
3.0%				Music Coord. for Plays
3.0%				Touring Play Dir.
2.0%				Science Fair Advisor
1.75%				Advanced Placement Coord.

Payment for the following extra responsibilities shall be determined by multiplying the percentage by the BA base salary, Step "1", or at the specified fixed rates.

PERCENT	ACTIVITY
5.5%	H.S. Debate
3.02%	H.S. Intramurals
5.5%	H.S. Forensics
4.0% annually	Weight Room Supervisor

1.51% M.S. Intramurals

FIXED
RATES

ACTIVITY

\$300.00 Mentor Teachers
\$250.00 9th, 10th, 11th, and 12th grade class advisor
\$100.00 and /1
Comp Day Per Year 5th Grade Annual Overnight Trip

Building School Improvement Team

Building School Improvement/Target Area Goal Team

2012-2014

Target Area Goal
Team Chair/ \$1,500 per year
School Improvement Chair

High School 4 chairs
Middle School 4 chairs
Ryan Intermediate 4 chairs
Kellogg Elem. 3 chairs
Richland Elem. 3 chairs

Data Coach (1 per bldg.) \$1,000.00 per year
PLC Chairs (who are not Department/Grade Level Chairs) \$1,000.00

The Chair stipend may be split by two members with approval of the building principal.

When a bargaining unit member is utilized as a Middle School Detention Room Supervisor, the rate of pay will be \$10.00/hr for weekdays, and \$12.50/hr for Saturdays.

Written pre-approval by the Superintendent for curriculum work during the summer shall be compensated at \$92 per day (or \$11.50 per hour for less than a day's work).

1. Compensation for Schedule B sports and activities will be paid at the conclusion of the sports season or activity, as is applicable. If a sport or activity extends beyond January 1, one-half of the remuneration will be paid on the second payroll in January and the remaining one-half of compensation will be paid at the conclusion of the sports season or activity.

2. The employer share of required MPSERS contributions shall be paid by the Employer in addition to the scheduled compensation.

3. With the approval of the Employer secured prior to September 15 of each school year, the sponsor of any club which is curriculum oriented and not already included in the extra responsibility schedule shall receive payment for the performance of such club duties.

4. The Employer shall have the right, but shall not be required to pay compensation in addition to the scheduled compensation. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit.

5. Compensation for performance of Schedule B duties will be increased by a prorated amount for each week or fraction thereof that the season extends beyond the last regular season contest where the season extension is due to the team's record during the regular competitive season or because the team has advanced in post-season competition. Compensation paid under this provision will be limited to those coaches who have been regularly assigned to the competing team during the regular season and to other coaches in the same sport approved in advance by the Athletic Director.

6. Coaches are not to be excused from staff development days, except where there is a scheduled non-practice competition of which the coach has given prior written notice to the building principal. In the latter event, coaches will be required to make up the lost professional development time.

None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit. A teacher shall not have tenure in any assignment and assignments shall be made or terminated for reasons satisfactory to the Employer.

SCHEDULE C

Gull Lake Community Schools 2012-2013 Calendar

AUGUST

August 24, 2012	New Teacher Induction Day
August 27, 2012	Teacher Work Day
August 28, 2012	District Professional Development
August 29, 2012	District Professional Development
August 30, 2012	District Professional Development
August 31, 2012	No Teachers

SEPTEMBER

September 3, 2012	Labor Day Observance - No Students/No Teachers
September 4, 2012	First Student Day - Full Day

OCTOBER

October 3, 2012	*Early Release - PLC - Secondary - 1:30-4:00 p.m.; Elementary - 2:50-5:20 p.m.
October 18, 2012	Students All Day - Parent-Teacher Conferences 5:00-8:00 p.m., No Students - Parent-Teacher Conferences 11:00 a.m. - 2:00 p.m.; 3:00 p.m. - 6:00 p.m.*
October 19, 2012	

NOVEMBER

November 14, 2012	*Early Release - PLC - Secondary - 1:30-4:00 p.m.; Elementary - 2:50-5:20 p.m.
November 21, 2012	<i>No School (Comp Day)</i>
November 22-23, 2012	<i>Thanksgiving Recess - NO STUDENTS / NO TEACHERS</i>
November 29, 2012	1/2 Day for Students - Exams Teachers - P.M. Records Day
November 30, 2012	1/2 Day for Students - Exams Teachers - P.M. Records Day

End of Fall Trimester - 60 days

DECEMBER

December 3, 2012	Winter Trimester First day of 2nd Trimester
December 24, 2012-January 4, 2013	<i>Winter Recess - NO STUDENTS / NO TEACHERS</i>

JANUARY

January 7, 2013	School resumes *Early Release - PLC - Secondary - 1:30-4:00 p.m.; Elementary - 2:50-5:20 p.m.
January 16, 2013	Students All Day - Parent-Teacher Conferences 5:00-8:00 p.m.
January 31, 2013	

FEBRUARY

February 1, 2013	No Students - Parent-Teacher Conferences 11:00 a.m. - 2:00 p.m.; 3:00 p.m. - 6:00 p.m.*
February 20, 2013	*Early Release - PLC - Secondary - 1:30-4:00 p.m.; Elementary - 2:50-5:20 p.m.

MARCH

March 14, 2013

1/2 Day for Students - Exams
Teachers - P.M. Records Day

March 15, 2013

1/2 Day for Students - Exams
Teachers - P.M. Records Day

End of Winter Trimester - 64 days

March 18, 2013

Spring Trimester

First day of 3rd Trimester
*Early Release - PLC - Secondary - 1:30-4:00 p.m.;
Elementary - 2:50-5:20 p.m.

March 20, 2013

March 29, 2013

No School (Comp Day)

APRIL

April 1-5, 2013

Spring Break - NO STUDENTS / NO TEACHERS

April 8, 2013

School Resumes
*Early Release - PLC - Secondary - 1:30-4:00 p.m.;
Elementary - 2:50-5:20 p.m.

April 17, 2013

April 25, 2013

1/2 day for Students - Conferences, 1-4 & 5-8

MAY

May 27, 2013

Memorial Day - NO STUDENTS / NO TEACHERS

JUNE

June 11, 2013

1/2 Day for Students - Exams
Teachers - P.M. Records Day

June 12, 2013

1/2 Day for Students - Exams
Teachers - P.M. Records Day

June 13, 2013

No Students - Teacher Work Day

End of Spring Trimester - 56 days

180 Student Days

* Student release times on these dates are the following:

GLHS students (9th-12th) at 1:05 p.m.; GLMS students (6th-8th) at 1:15 p.m.
Ryan Intermediate students (3rd-5th) at 2:25 p.m.;
Richland & Kellogg students (Y5s-2nd) at 2:35 p.m.

189 Teacher Days (including seven 1/2 days)

* Building Option of scheduling conferences: 9:00 a.m. - 12:00 p.m.
& 1:00 p.m. - 4:00 p.m.

Note:

LETTER OF AGREEMENT

Re: Planning Period Teaching Assignments

The parties agree that:

According to Section 4.22 of the collective bargaining agreement, the normal work week for a full-time teacher regularly assigned as a 7-12 classroom teacher shall include one (1) preparation period for each day of instruction. It is understood and agreed that the planning period is an important segment of a teacher's work day in order to achieve maximum effectiveness in the classroom, and that it should remain duty free unless the following items are jointly executed (see 1-4 below):

1. All positions should be posted, full and part-time, temporary and permanent.
2. Administrators should not approach staff individually to offer teaching assignments on a planning period.
3. No Gull Lake teacher should be coaxed or coerced or "feel forced" to teach on a planning period.
4. Gull Lake teachers should teach on their planning periods only after all other options have been exhausted and both Association leadership and administration agree in writing, and then only for short term, to be defined as no more than a semester without re-evaluating the scheduling situation and coming to an agreement. Payment will be determined based on Schedule A, Section 2A.

**KALAMAZOO COUNTY EDUCATION
ASSOCIATION/GULL LAKE
EDUCATION ASSOCIATION**

**GULL LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

LETTER OF AGREEMENT

Re: Building Safety Issues

The parties agree that:

1. Student and employee safety remains a top priority. If equipment failure, air quality problems or disrepair in school facilities become concerns, all employees are expected to bring those problems to the immediate attention of administration. The administration will investigate the complaint and, within thirty (30) days, provide a written response to the employee and Association President regarding the outcome of the investigation and any resulting plan of action.

**KALAMAZOO COUNTY EDUCATION
ASSOCIATION/GULL LAKE
EDUCATION ASSOCIATION**

**GULL LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

