

6/30/95

MASTER AGREEMENT

BETWEEN THE

GALIEN TOWNSHIP SCHOOLS

AND THE

**GALIEN 5-C EDUCATION
ASSOCIATION (MEA-NEA)**

1992 - 1993

1993 - 1994

1994 - 1995

Galien Township Schools

AGREEMENT

This Agreement is made and entered on the ___ day of October, 1993, by and between the Board of Education of the Galien Township Schools, Galien, Michigan, hereafter referred to as the Board and the Galien 5-C Education Association (MEA-NEA), hereinafter referred to as the Association. This Agreement shall supersede and have precedence over any past practices which are contrary to or inconsistent with its terms.

ARTICLE I

RECOGNITION

Section A: Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, the Board hereby recognizes the Association as the exclusive bargaining representative for the following teacher personnel who hold valid contracts with the Galien Township School District: all K-12 classroom teachers, teachers of music, art media, cooperative education, guidance, library, physical education, teachers of special education classes, and remedial reading teachers; excluding non-certified personnel, substitute teachers, those with administrative and supervisory authority, and all other employees.

Section B: The term "teacher" used hereinafter in this Agreement shall refer to all teachers represented by the Association.

Section C: The term "Board" when used hereinafter shall refer to the Board of Education of the Galien Township School District, its administrative agents and supervisory personnel with the meaning of Act 336 of the Public Acts of 1974, as amended.

ARTICLE II

BOARD RIGHTS

A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the students of Galien Township Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.

2. The right to hire all employees and, subject to the provisions of the law, to determine the qualifications necessary for the applicant, to discharge, demote or otherwise discipline employees for reasonable and just cause, and to promote, transfer and assign employees.

3. The right to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary and advisable by the Board.

4. The final approval of textbooks and teaching materials and various teaching aids.

5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement and state law.

ARTICLE III

RIGHTS OF THE ASSOCIATION

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

Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance complaint or proceeding under this Agreement. The Association agrees that it will not directly or indirectly restrain or coerce any teacher in the exercise of his/her rights guaranteed in Section 9 of the Michigan Public Employment Relations Act.

Section B: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

Section C: Members of the Association who are employed by the Board, and no more than a total of ten (10) agents who are guests of the Association shall have the right to use school buildings at all reasonable hours except during the hours of assigned duty for official meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. The use of school facilities shall be subject to the approval of the administration. Meetings other than those stated above may be allowed by the Administration.

Section D: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Association officers and representatives shall at no time conduct

Association business during assigned duty time unless specifically approved by the Administration or hereinafter provided for in this Agreement. Upon written request at least three (3) school days in advance the Board agrees to furnish the Association with a total of ten (10) association Business days to be used at the discretion of the Association's Executive Committee. The Association agrees to bear the financial burden required for a substitute or substitutes needed to replace such absent teachers.

Section E: The Association shall have the right to post official notices of activities and matters of concern and benefit to Association members on teacher bulletin boards, which shall be provided in the teachers' workroom of each school building. The Association may use teacher mail boxes for communications to teachers.

Section F: Members of the bargaining unit may use the following school equipment: typewriters, reproduction machines, and audio visual equipment normally available to teachers, at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. The Association shall pay for the current costs of all materials and supplies incident to such use. Use of equipment other than listed herein shall be with prior administrative approval.

Section G: The Board agrees to furnish to the Association upon reasonable written request such public and available financial information as is required by law to assist the

Association in developing proposals concerning the rates of pay, wages, hours of work, and other conditions of employment of the teachers.

Section H: The provisions of this agreement shall be applied without regard to race, color, creed, age, sex, religion, handicap, nationality, marital status, height, weight, or political belief nor shall the Employer or its agents, nor the Union, its agents or members, discriminate against any employee because of his/her membership or non-membership in the Union.

Section I: The Board agrees to make voluntary payroll deductions upon written authorization from the teacher for disbursements in programs so approved by the Board. The approved programs in effect are listed below:

Berrien Teachers' Credit Union

Health Insurance Premiums

Lincoln National Annuity

Unified Professional Dues

MEFSA sponsored annuities

U.S. Savings Bonds

and Others approved by the Board.

Section J: Payroll deductions for Association dues shall be made by authorization slips signed and presented to the bookkeeper on or before September 15. Deductions shall be made during the next eight payrolls beginning with the first paycheck of October, and funds shall be transmitted at the end of the month of said collection period to the treasurer of the Association.

The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues.

ARTICLE IV

VACANCIES, TRANSFERS, REDUCTION IN PERSONNEL

Section A: The Board shall inform the Association in writing and post in each teachers' workroom any existing bargaining unit vacancy during the school year and shall provide opportunity for teachers to express, in writing, their desires for changes in assignment for a period of seven (7) calendar days after each notice. The Board will provide a written response to all applicants no later than sixty (60) days following the last date for accepting applications.

Section B: Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed in the central office. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

1. Every effort will be made to assign elementary teachers to the grade level of their choice and competency. Decisions concerning grade-level assignment will be finalized, when

possible, by August 1. Teachers who will be affected by a change in grade assignments will be notified and consulted by their principal as soon as feasible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change.

2. Every attempt will be made to assign teachers to teach in their major and minor fields only. Teachers affected by a change in subject assignment will be notified and consulted by their principal as soon as feasible.

3. Assignment changes will be voluntary to the extent possible. Every attempt will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of this District. One of the several considerations to be used in exercising such discretion will be the teacher's length of service in the District, giving the teacher the option by seniority when possible.

Section C: In the event that it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field, or program, or to eliminate or consolidate position(s), the teacher and the Association will be notified at least thirty (30) days prior to the date of the proposed layoff if said layoff occurs during the school year and sixty (60) days if said layoff occurs during the summer.

In effecting a layoff, the Board shall follow the procedure listed below:

1. Teachers not holding a regular Michigan provisional, continuing, or qualified certificate will be laid off first, provided there are fully certified teachers to replace laid off teachers.

2. Probationary teachers with the least number of years of continuous service in the Galien Township Schools will be laid off next, provided there are remaining fully certified, tenured teachers to replace the laid off teachers.

3. If reduction is still necessary, tenured teachers in reverse order of seniority will be released, provided fully certified teachers are available to perform the duties of the position vacated.

4. Seniority shall be defined as the number of years of continuous teaching service in the Galien Township Schools. A voluntary leave of absence shall not be construed as a break in continuous service, nor shall it accrue seniority. Seniority shall continue to accrue while a teacher is on layoff or on involuntary leave of absence. Teachers returning from voluntary leave shall be given one half year credit on the salary schedule if the teacher served 90 through 169 days of the school year in which the leave occurred. If the teacher served 170 days or more a whole year credit shall be given. Seniority shall be terminated if the employee resigns, retires, or is terminated.

5. If seniority and certification are equal, the earliest date of application to the Galien Township Schools shall determine which teacher will be retained.

6. Re-employment will be in the reverse order used to reduce personnel providing the teacher has the necessary certification to fill the position to which he/she would be recalled.

7. In the event a reduction must occur prior to the completion of the school year, the teacher shall receive full insurance benefits for two months following reduction. A teacher completing the school year shall receive full insurance benefits for three (3) months following reduction.

ARTICLE V

TEACHING CONDITIONS

Section A: The Board shall provide a physical environment that is safe and working conditions that do not endanger the teacher's health, safety, or well-being.

If a teacher has requested, in writing to the building principal, needed safety equipment or classroom maintenance, that teacher is thereby relieved of subsequent responsibility for its absence. Continued infractions of safety rules or failure to use such safety devices or equipment shall be deemed just cause and subject the teacher to disciplinary action.

Section B: The school calendar shall be as found in Appendix D. Scheduled days of student instruction which are not held because of inclement weather, fires, epidemics, or health conditions may be rescheduled to attain the minimum of one hundred eighty (180) days as required by law. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional

compensation. Days lost due to closings under this eventuality shall not be rescheduled unless otherwise required by law to qualify for state aid. A joint committee of Association-Board representatives will reschedule lost days.

When an employer directive forces the closing of school, bargaining unit members shall be excused from duty without loss of pay. Such days may be rescheduled according to the above procedure if the State requires the make up of the days in order to obtain State aid.

Delays in the start of school day shall be permitted. If start time is delayed, students and teachers will report no sooner than two hours after their respective normal starting times. The normal dismissal time will be retained.

Section C:

1. (a) All teachers shall be present in their building for a period of seven (7) hours and five (5) minutes. The duty day shall not begin before 7:30 a.m. and shall not extend beyond 3:30 p.m. Teachers making reasonable requests to leave school before the end of the teachers' day and after the departure of the buses may be granted such requests by their principal. Examples of such requests include, but are not limited to, attending classes and medical appointments. On Fridays and days preceding holidays teachers are free to leave the building following the departure of the buses.

(b) Teachers and administrators will jointly establish staff meeting dates and times, at least once a month, except December. Administrators may call emergency meetings.

2. The Board and Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions during the student day. These shall be apportioned on a voluntary basis as much as possible but when necessary shall be filled by appointment by the building principal on the basis of previous participation. When an assembly or similar function is scheduled during a period when the teacher is ordinarily occupied with classroom duty, the teacher shall attend the function in a supervisory capacity and shall aid with the control and discipline of the student body.

3. Every teacher shall be entitled to a thirty (30) minute duty free lunch period. Elementary students shall receive a forty (40) minute lunch/recess. The ten (10) minute differential shall be used to facilitate the movement of students to the cafeteria.

4. Teachers shall be at their respective teaching stations ten (10) minutes prior to their first class.

5. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed towards insuring that the energy of the teacher is primarily utilized to this end.

6. All times during which all of an elementary teacher's students are removed from the classroom exclusive of lunch time and joint educational activities shall be considered his/her planning periods and therefore used for the purpose of course

related activities such as instructional preparation, planning, evaluation, record keeping, or conference.

7. Elementary teachers shall receive a minimum of two hundred twenty (220) minutes of planning time per week. All elementary teachers shall receive three (3) specialized class periods per week to be included as part of student free planning time. Such periods will not be in conflict with periods of recess. All special classes shall be held exclusive of an assigned room. Secondary teachers shall receive on the average of one (1) unassigned period per day.

When the gym, art, band, or music teacher is not present for duty, a substitute shall be hired. If a substitute is not available the affected teacher shall be paid for that period according to Article V, Section C 8.

8. No teacher shall be required to teach during planning time except on a voluntary basis. Secondary teachers' rate of reimbursement shall be $\frac{1}{6}$ of $\frac{1}{180}$ of the teachers base rate for each period taught. Elementary teachers' rate of reimbursement shall be calculated on a pro rata basis. No teacher's class shall be canceled so that the teacher can be used as a substitute.

9. There shall be the equivalent of two (2) teachers' In-Service Training Days during the school year. Half day in-services count as one in-service day.

Section D: Teacher Assignment. A teacher will not be assigned, except temporarily and/or for good cause, outside the scope of his/her teaching certificate. If a teacher is

assigned outside the scope of his/her certificate, this will be mentioned in the teacher's file and taken into consideration in the evaluation.

Teachers shall be notified of their tentative teaching assignments for the next school year on or before the preceding year's last day of school. In the event assignment changes must be made after the last day of school, teachers affected shall be notified as soon as possible.

Section E: Supervising teachers shall receive 75% of all compensation from the assignment of a student teacher.

Section F:

1. When a particular student requires the attention of external professional services, the Board will ensure that reasonable steps be taken to secure such services and, if ultimately necessary and feasible, to remove that student from the regular classroom situation.

2. A teacher may send pupils from a class to the office when the severity of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and interferes with the educational environment. As promptly as his/her teaching duties allow, the teacher shall inform the principal of the matter. The teacher will be informed of the final disposition promptly.

3. In any case of physical assault on a professional staff member, the student involved shall be immediately dealt with according to the Board Policy on Discipline.

4. Time lost by a teacher because of physical inability to report to work or required court appearances resulting from an incident of physical assault arising from employment, shall not be charged against the teacher if it is finally determined by a committee consisting of the Building Principal, Superintendent, and an Association Representative, that the teacher is not at fault.

5. No notice of any complaint by a parent of a student directed toward a teacher shall be included in said teacher's file unless such matter is reported in writing to the teacher concerned and a conference held between the administrator and teacher. The teacher shall have the right, if desired, to bring an Association Representative to this conference.

Section G:

1. Because the number of students per teacher has a bearing upon the teacher workload, the parties agree to set the following student ratios:

K-1	25 students
2-3	26 students
4-5	29 students
6-12	30 students

as a maximum goal which the Board shall try to maintain.
(Band, P.E., Choir, excluded).

2. Whenever class sizes exceed this goal by four (4) students, the Board will provide at the teacher's request to the building principal, additional materials or assistance which are to be determined by the School District.

3. Classes such as typing, industrial arts, drafting, foreign language, science and homemaking will be limited to the teaching stations available whenever feasible as determined by the Board or its designee.

Section H: No teacher shall be assigned to special assignments without consent. Teachers with special assignments shall have sufficient monies, materials, and released time necessary to the task.

No teacher shall be required:

1. To collect monies for materials or food.
2. To record permanent records other than CA-60's (not to include green dragons).
3. Type notes of a general nature to parents.

Section I: The Board of Education recognizes the need and value of a systematic ongoing program of curriculum development and evaluation.

It firmly believes that the members of the professional staff possess expertise in the area of curriculum and instruction and subscribes to the premise that the professional staff should have input into initiating, developing and evaluating improvements and changes in the curriculum and instructional program.

The superintendent or his/her designee shall take the leadership role in working with the curriculum development process. An ongoing curriculum committee shall be established. The committee shall be comprised of two (2) Board members, one

(1) principal, the school counselor, four (4) department heads, and two (2) persons chosen by the Association.

The Board may recommend specific curriculum and instructional areas to be studied and shall direct the superintendent to work with established committees or appoint special committees to pursue such recommendations.

Special consideration shall be given to programs available to the Galien Township Schools financed wholly or in part by federal, state and county funds.

All recommendations from the curriculum committee for curriculum change shall be made to the superintendent of schools, who shall in turn present the recommendations to the Board along with his/her recommendations and the rationale for making the change. All curriculum changes shall require Board approval prior to becoming effective.

The superintendent, with the aid of the curriculum committee, shall be responsible for evaluating and appraising the effectiveness of the curriculum and instructional program on a periodic basis and reporting the results to the Board. Appropriate means for evaluation shall be established by the superintendent and staff and may include but not be limited to:

1. Testing programs, such as general standard achievement tests, standardized tests in specific areas, Michigan Educational Assessment Program, and others which might be administered by other agencies.
2. Study of School Achievement Records.
3. Study of dropout record.

4. Use of consulting and other out-of-district resources.

5. Parent and teacher evaluation of student progress and behavior.

6. Use of State Department of Education specialists and services.

All studies for which it is necessary to commit funds, other than those routine expenditures coming within budget appropriations for curriculum, shall have prior Board approval.

The curriculum of Galien Township Schools will be so designed as to meet the various needs of the students. A wide range of subjects will be offered to meet the students' needs.

Section J: The employer shall provide:

1. A separate desk for each bargaining unit member in the district.

2. Adequate chalkboard space in every classroom.

3. Copies, exclusively for each teachers use, of all texts used in each of the courses he/she is to teach.

4. Adequate attendance books, paper, pencils, textbooks, chalk, erasers, and other such materials required in daily teaching responsibilities.

5. The employer agrees to make available adequate typing, duplicating, stencil and mimeograph facilities, a copying machine. Teachers shall be allowed reasonable use of such equipment.

Section K:

Any teacher working an extended contract day/year shall receive pay pro-rated on their individual contract. Provided

however, the Board shall have the sole right to determine the length of the extended day/year, if any.

ARTICLE VI

TEACHER EVALUATION

A. Each teacher is entitled to receive an objective written evaluation from the administration.

B. Probationary teachers shall be evaluated twice during the school year. First semester evaluations shall be conducted between October 1 and November 15. The second semester evaluation shall be conducted before March 15. Each visitation will be conducted by the principal in the classroom of the probationary teacher. Visitations shall be a minimum of thirty (30) minutes in length. Additional classroom visitations may be made at the principal's discretion. Probationary teachers shall be given a one (1) day advance notice.

C. Tenured teachers shall be formally evaluated once every other school year. The visitation observation will be made by the principal in the teachers classroom. Additional visitations may be made at the discretion of the principal. Visitations shall be a minimum of thirty (30) minutes each in length. Visitation observations shall be reduced to writing and shall be given to the teacher within ten (10) working days of the observation.

D. A personal conference shall be held with each teacher within ten (10) working days of the final visitation, and a copy of the written evaluation shall be furnished to the

teacher. All evaluation processes shall be completed by April 15 when possible.

E. A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event that the teacher feels his/her evaluation was incomplete or unjust, within ten (10) days following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

F. Each teacher shall have the right, upon advance written notice, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. This review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such employment credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher's evaluation reports relative to the teacher since coming to the Galien Township Schools will be made available.

ARTICLE VII

SALARY SCHEDULES AND OTHER BENEFITS

Section A: Salary Schedules. The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A of this Agreement which is attached hereto and made a part hereof. Salaries shall be paid every two (2) weeks. Checks shall be made available or mailed if the pay day falls on or during holiday recesses.

1. The salaries in Appendix A for part time teachers shall be applied on a prorated basis in accordance with hours regularly assigned to hours in the regular teacher day.

Section B: The Extra Duty Salary Schedule. The extra duty salary schedule of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix B of this Agreement which is attached hereto and made a part hereof.

Section C: Credit for Prior Experience. In the employment of new teachers, outside experience may be granted full credit on the schedule up to a maximum of eight (8) years. Teachers with less than a full year's experience may be allowed up to one-half (1/2) year of experience on the schedule if they have taught at least one (1) semester.

Teachers who expect to receive a Masters Degree and/or additional credit hours prior to the beginning of the next semester shall have on file in the office of the Superintendent all credits earned by the teacher by October 15 for salary

advancement during the first semester and/or by February 15 for salary advancement during the second semester. Should a teacher be unable to provide an official transcript for said salary advancement by the above dates, a letter certifying successful completion of said credits and/or degree from the granting institution or appropriate instructor will constitute adequate documentation until such time as the official transcript is received.

Section D:

1. Sick Leave

(a) All teachers regularly employed by the Board who are absent from duty for personal illness shall be allowed sick leave at the rate of ten (10) days per year, except that teachers new to the District shall receive four (4) days on the starting date of their contract and one (1) additional day per month during the next six (6) months. Unused sick leave days shall accumulate from year-to-year to a maximum of one hundred (100) days.

(b) Sick leave may be used for the following reasons:

(1) The personal illness or medical appointment of the employed teacher;

(2) Serious illness of a teacher's parent, spouse, child or a person for whom the teacher has primary responsibility. Such use shall not exceed nine (9) days per year.

(3) A death of a member in the immediate family. Immediate family shall be defined as an employee's spouse, child, parent, brothers-in-law, sisters-in-law, grandparents,

grandparents-in-law, brothers, sisters, and any other person for whose financial or physical care the teacher is principally responsible;

(4) Other reasons approved by the Superintendent.

(c) All requests for approval of sick leave must be submitted to and approved by the Superintendent. Proof of illness signed by the employee's physician may be required. Misuse of sick leave policy will result in a loss of compensation for the period in which sick leave is misused.

If proof of illness is required by the district and if obtaining a signed proof of illness from the employees physician results in unreimbursed expense said expense shall be assumed by the Board.

2. Sick Leave Bank

At the beginning of each school year, each teacher shall contribute one (1) sick day to the sick leave bank. Such days shall accumulate from year to year up to a maximum of ninety (90) days. If the accumulation at the end of the school year is ninety (90) days, teachers shall not contribute days in the following school year.

A Sick Bank Committee composed of three (3) teachers shall have the right to veto withdrawal requests. Teachers requesting a withdrawal shall apply in writing to the Superintendent. The Superintendent shall notify the Sick Bank Committee within five (5) days of such request. In no event shall any teacher withdraw days from the sick leave bank until their own personal sick leave accumulation has been exhausted.

Sick leave bank days may only be used for the personal illness of the withdrawing teacher.

Section E: Personal Business Day. Two (2) days a year may be used for personal business. Additional days may be granted in emergency situations. Personal business days are non-accumulative. The purpose of this leave is to relieve teachers of the financial hardship in situations over which they have no control. Personal business means an activity that requires the teacher's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.

An application for personal business leave must be submitted in writing at least three (3) days (working) in advance (except in the event of an emergency when a shorter notice may be acceptable). The request is to be presented to the principal for approval by the Superintendent. The number of teachers to be absent shall be up to the discretion of the administration.

Section F: Professional Improvement. Teachers may be granted two (2) days with pay for administration-approved visitation at other schools, or attending meetings or conferences of an educational nature. Request for such absences must be made in writing to the principal for the Superintendent's approval at least one (1) week prior to the visitation. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

Additional days for the above mentioned visitations may be granted with pay at the discretion of the administration.

Section G: Extended Illness. A teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery to a maximum of one (1) year. Further extension may be granted at the will of the Board. Upon return from leave, a teacher will be assigned to the same or a similar position.

Section H: Leave of Absence. The following conditions shall apply to extended leave of absence:

1. Request for leave shall be in writing.
2. Eligibility shall be based on a minimum of two (2) years of continuous employment and tenure status in the District.
3. All extended leaves shall be limited to one (1) year. Acceptance of extension shall be at the will of the Board.
4. Salary increment and seniority shall not accrue. However, salary increments and/or other benefits accumulative before the leave will be retained upon reinstatement.
5. Written notice of intention to either return or resign shall be given to the Superintendent of Schools by March 1 of the year in which the leave expires.
6. Reemployment during the school year shall be at the discretion of the Board. Upon return from leave, the teacher shall be assigned to the same or similar position, providing such a position is available.

7. All requests for leave of absence shall be in writing and submitted to the Superintendent of Schools at least six (6) weeks prior to the date on which the leave is to begin.

8. Failure to return from a leave of absence on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

Section I: Parental Leave

1. In the case of pregnancy, teachers may receive paid sick leave for the period of time the teacher is ill or unable to work due to pregnancy or childbirth. The teacher shall be allowed sick leave pay to the limit of days accumulated until the teacher, in the opinion of her physician, is able to resume her teaching duties.

2. Teachers may elect to receive an unpaid parental leave which may extend for up to two (2) semesters, excluding a summer semester.

3. Teachers electing to receive an unpaid parental leave may elect to continue full insurance at their expense.

4. Upon return, not later than the second semester of leave, the teacher shall be returned to a similar teaching position without loss of position on salary schedule.

5. If the teacher elects to return beyond the second semester he/she shall be reinstated to the first position available for which he/she is certified.

6. All pregnant employees shall notify the superintendent of pregnancy three (3) months prior to the date of expected

birth. Said notification is to be accompanied by a statement from her physician listing anticipated birth date.

7. A tenured teacher shall receive adoption leave, beginning upon entry of an order terminating the rights of the biological parents by the Probate Court. The leave shall extend for up to 2 semesters, excluding a summer semester. Such leaves shall be without pay or benefits and the returning teacher shall be returned to a similar teaching position and the next position on the salary schedule provided the teacher has taught more than one-half (1/2) of the semester prior to leave. A teacher seeking to extend the leave shall be reinstated to the first position available for which the teacher is certified. Insurance may be continued during leave at teacher expense.

Section J:

1. The Board agrees to contribute ninety (90%) percent toward monthly premiums for MESSA Super Care I, Employee only, Employee & Spouse, and/or Full Family insurance benefits, as appropriate. The employee shall pay the differential.

2. The Board of Education, with the mutual consent of the Galien/5-C Education Association (MEA/NEA) shall have the right to change its insurance carrier or program on a district wide basis during the term of this agreement, provided however, the new program must provide the employees with comparable levels of benefits without incurring additional pre-existing condition exclusion requirements.

3. For those full time teachers not electing or not eligible for the above hospitalization insurance, the Board shall contribute an amount not to exceed the single subscriber rate toward the purchase of the following options.

(a) Delta Dental Auto + (100:90/90) with internal and external coordination of benefits.

(b) MESSA negotiated term life in the amount of \$30,000 with AD & D that shall be paid to the employees beneficiary.

(c) STD

(d) Vision Insurance

(e) Cash equivalent of the above, not to exceed the single subscriber rate

4. It shall be the responsibility of the teacher to notify the Superintendent of any change in family or dependent status which shall have a effect upon the insurance rate being paid for by the District. Failure to so notify the district shall result in a repayment requirement from the teacher for all insurance premium amounts expended by the district in excess of what would have been required.

5. The Board shall adopt an Internal Revenue Code Section 125 Plan so as to permit the payment of insurance premiums with pre-tax dollars as a payroll deduction for all employees.

6. The Board shall contribute the premium amounts for each full time teacher toward group long term disability insurance, six (6) month qualifying period, fifty (50) percent of monthly

income not to exceed two thousand dollars (\$2,000.00) per month.

7. Teachers employed under the regular part time teaching contract shall receive a percentage of the benefits in Section 2 above equal to the actual percentage of full time services being provided.

8. The Association will educate the teaching staff as to the best choices for both the individual and the District.

9. The above insurance is subject to the rules and regulations of the underwriting carrier(s).

ARTICLE VIII

RETIREMENT

Section A: Each teacher shall retire upon the completion of the school year in which said teacher reaches age seventy (70). It is understood that if a teacher reaches age seventy (70) during the summer vacation, retirement shall become effective on that day.

Section B: Unused sick leave days shall be reimbursed to a retiring teacher.

The rate shall be fifteen (15) dollars per accumulated sick day up to a maximum of one hundred (100) days. For qualifications, the teacher must have been in continuous employment of Galien Township Schools for a minimum of five (5) years. This benefit shall be paid to a retiring teacher once.

ARTICLE IX

PROFESSIONAL GRIEVANCE PROCEDURE

SECTION A: GRIEVANCE DEFINED.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

SECTION B: GROUP GRIEVANCE.

If a grievance involves more than one (1) teacher and that group of teachers work under the supervision of a common principal/administrator, those teachers shall file any written grievance, at STEP ONE, with the common administrator, within seven (7) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. If the group of teachers has no common supervisory administrator, it shall file the written grievance, at STEP ONE, with the Superintendent.

SECTION C: ASSOCIATION GRIEVANCE.

If there exists a dispute which involves the Association as an entity itself, or one of contract maintenance, the Association President may file a written grievance, at STEP ONE, with the Superintendent, within seven (7) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence.

SECTION D: DEFINITION OF TEACHER.

For the purposes of this Article, the word teacher shall

refer to a single teacher or group of teachers who have filed a grievance.

SECTION E: GRIEVANCE PROCEDURE.

In the event a teacher believes there is a basis for a grievance, the teacher is encouraged by both the Board and the Association to first discuss the alleged grievance with the building principal or appropriate administrator. The teacher shall be entitled to have an Association representative present during such discussion, and the principal shall be entitled to have present a member of the administrative staff.

It is understood and agreed the processing of a grievance by a teacher and/or Association representative shall not interfere with any teacher duties and responsibilities. If, as a result of the discussion with the principal, or if no discussion is requested, a grievance still exists, the grievance shall be processed as follows:

STEP ONE. The grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or the Grievance Chairperson and must be presented to the building principal/administrator concerned, the Superintendent, the Association President, and the Chairperson of the Association grievance committee, within seven (7) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. The building principal/administrator shall meet with the grievant

within seven (7) working days following receipt of the written grievance. The teacher shall be entitled to an Association representative and the building principal/administrator shall be entitled to representation by the Superintendent or designee. The building principal/administrator shall issue a written answer to the grievance within seven (7) working days following the hearing and shall furnish a copy thereof to the aggrieved teacher, the Chairperson of the Association grievance committee, Association President, and Superintendent.

STEP TWO. If the teacher desires to appeal the decision of the building principal/administrator, the teacher or Chairperson of the Association grievance committee shall notify, in writing, the Superintendent within seven (7) working days after receipt of the STEP ONE answer. If such appeal is made, the Superintendent or designee shall meet with the teacher, the Chairperson of the Association grievance committee, and a maximum of five (5) Association grievance committee members to attempt to resolve the grievance, within seven (7) working days after receipt of the teacher's notice of appeal to this step. A copy of the Superintendent's/ designee's disposition of the grievance shall be furnished to the aggrieved teacher, Chairperson of the Association grievance committee, and the Association President, within seven (7) working days after such hearing. The teacher shall be entitled to present witnesses at the hearing at this level; however, any witnesses shall be sequestered while not personally testifying at the hearing.

STEP THREE. If, at this point, the grievance has not been satisfactorily resolved, either party (Association or District) hereto shall have the right to submit the grievance to the American Arbitration Association, in accordance with its Voluntary Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Superintendent's answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association.

SECTION F: ARBITRATION.

The Arbitrator will have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board of Education and the Association.

SECTION G: EXPEDITED ARBITRATION.

The Association and the Board may mutually agree to process a grievance via the expedited grievance procedure according to the Expedited Labor Arbitration rules of the American Arbitration Association.

SECTION H: REPRESENTATION.

Any party of interest shall have the right to representation of his/her choice and at his/her own expense

including legal counsel, at all levels of the grievance procedure, except that a teacher may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

SECTION I: GRIEVANCE HEARINGS.

It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. However, in the event it is mutually agreed by the aggrieved teacher, the Association, and the Superintendent to hold proceedings during regular working hours, a teacher participating in STEP ONE and STEP TWO of the grievance procedure, on his/her behalf, or on behalf of the Association, shall be released from assigned duties for the period necessary, without loss of salary. The building principal/appropriate administrator, who has supervisory responsibility over the grievant and is a party to the grievance, will be present at all level hearings. All grievance hearings shall be conducted during times which have been mutually agreed upon by the Association and the Administration. Notice of all grievance hearings shall be furnished to the teacher, grievance Chairperson and Association President.

SECTION J: TIME LIMITATIONS.

The time limits at any level of the grievance procedure

may be extended by mutual agreement. In the event a grievance is not appealed from one level to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event the Administrator does not meet or respond to an oral complaint or a grievance is not answered at any level of the grievance procedure within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next level. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

SECTION K. GRIEVANCE CONTINUATION.

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

SECTION L: GRIEVANCE FILES.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

SECTION M: GRIEVANCE REPRISALS.

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association's grievance committee, or any other participant in the grievance procedure by reason of such participation.

ARTICLE X

STRIKE PROHIBITION

Section A: During the term of this Agreement, neither the Association nor any persons acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from a full, faithful, and proper performance of the teachers' duties of employment) for any purpose whatever.

ARTICLE XI

AGENCY SHOP

1. Teachers, who do not join the Association as a condition of continued employment, shall pay to the Galien Education Association a representative fee equivalent to the dues and assessments of the Association including the National and Michigan Education Associations by the end of the first semester of employment. In the event the fee is not paid, the Board, upon receiving a signed statement from the Association, shall immediately notify the teacher his/her services will be discontinued at the end of the teaching year.

2. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason

of, action by the Board for the purpose of complying with this Agreement.

3. Teachers currently employed in the Galien Township School District who were not members of the Association during the 1984-85 school year are exempt from this Article.

ARTICLE XII

TERM OF CONTRACT

SECTION A: SUPPLEMENTAL AGREEMENTS.

This Agreement incorporates the entire understanding of the parties on all issues which are or could have been the subject of negotiations and shall constitute the full and complete commitments between both parties. During the term of this Agreement, the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

SECTION B: INCONSISTENT TERMS.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

SECTION C: SAVINGS CLAUSE.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

SECTION D: RENEGOTIATING MASTER AGREEMENT.

Sixty (60) days prior to the expiration of this Agreement, or at such other time as may be established by law, either party may initiate negotiations over a successor agreement. Such negotiations will include but not be limited to, the subject covered by this Agreement. Any agreement so negotiated will apply to all bargaining unit personnel and will be reduced to writing and signed by the Board and the Association.

SECTION E: CONTRACT REVIEW COMMITTEE.

The Board and the Association hereby agree to establish a Contract Review Committee whose purpose shall be to review the provisions of the Agreement. This committee may discuss any issues related to the agreement, its interpretation, or application.

Each party may select up to three (3) representatives to serve on the Contract Review Committee. A committee meeting shall be scheduled once during each month of the school year (September-June), except during the month of December. The scheduled meeting will only be held if one of the parties requests the meeting and notifies the other, in writing, three (3) days prior to the scheduled meeting. The party requesting the meeting shall also inform the other of what items will be on the agenda.

SECTION F: CONTRACT REOPENER.

This contract shall be open for negotiations for salary only for the 1994/1995 school year.

ARTICLE XIII - DURATION

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the 1st day of July, 1992, and shall remain in effect until 12:01 a.m. of the 30th day of June, 1995, unless the parties hereto mutually agree, prior to that date, that this Agreement shall be extended for a then specified term.

FOR THE BOARD OF EDUCATION

FOR THE GALIEN 5-C EDUCATION
ASSOCIATION (MEA/NEA)

DEE GENDA
President, Board of Ed.

RITA LAYHER
President, Galien E.A.

GAIL BRINKLEY
Secretary, Board of Ed.

JULIE DOYLE
Secretary, Galien E.A.

CARL CRATSENBURG
Superintendent

APPENDIX A

1993 - 1994

STEP	BA - BS	BA-BS +18	MA - MS	MA-MS +15
0	20,723	21,758	22,794	23,832
1	21,550	22,588	23,623	24,660
2	22,379	23,416	24,453	25,489
3	23,210	24,245	25,282	26,318
4	24,038	25,074	26,111	27,146
5	24,867	25,904	26,939	27,975

6	25,696	26,733	27,975	29,011
7	26,524	27,559	29,011	30,047
8	27,354	28,389	30,047	31,084
9	28,390	29,425	31,084	32,120
10	29,427	30,462	32,120	33,156
11	30,462	31,498	33,156	34,192
12	31,499	32,534	34,192	35,228
13	32,534	33,572	35,228	36,265
16			36,265	37,299

GRANDFATHERED

The parties have agreed to eliminate all steps between 5 and 13 on the BA/BS track. They have further agreed that all teachers employed as of the effective date of this agreement who are on or between step 5 and 13 shall be frozen on those steps unless movement to BA/BS+18 track occurs. Once a "frozen" teacher acquires sufficient hours to move to the next track he/she shall be placed at the next increment step beyond the step at which he/she was frozen.

It is recognized by the parties hereto the bargaining unit members did not receive a salary increase for the 1992/1993 school year. This was due to the unusual financial circumstances of the District which existed at that time. By acquiescing to such salary freeze, the parties agree no precedent has been established.

APPENDIX B

<u>POSITION</u>	<u>PAY AS % OF BACHELOR'S BASE</u>
Summer Agriculture Director	13.0
Band Director	13.0
Yearbook Advisor	13.0
Cheerleader Coach:	
Football	3.5
Basketball	3.5
Senior Class Sponsor	2.5
Junior Class Sponsor	2.5
Sophomore Class Sponsor	1.0
Freshman Class Sponsor	1.0
Eighth Grade Class Sponsor	1.0
Seventh Grade Class Sponsor	1.0
Safety Patrol Director	2.0
Future Farmers of America Director	1.5
Future Homemaker's Organization Advisor	1.5
National Honor Society Advisor	1.5
Computer Club Advisor	1.5
Spanish Club Advisor	1.5
Academic Challenge Team Coach	1.5
Pioneer Days Coordinator	1.0
Kindergarten Graduation Coordinator	1.0
Art Fair Coordinator	1.0
Christmas Program Coordinator	1.0
Drama Coach, High School production	2.5 per
Gifted and Talented	1.5
Mock Trial	1.5
Math Counts/Contest	1.5
Science Club/Science Olympiad	1.5

The Board reserves the right to determine which positions or programs will be offered and who will fill these positions in a given year. All appointments shall be voluntary.



GAELS

Galien Township Schools

122 E. Southeastern Avenue
P. O. Box 248
GALIEN, MICHIGAN 49113-0248
Phone (616) 545-3364
FAX (616) 545-2483

Carl D. Cratsenburg
Superintendent
Ruth Ann Moore
Elementary Principal
Victoria A. Pfauth
High School Principal

November 30, 1993

Rita Layher, President
Galien Education Association

In the rush to complete negotiations, we forgot to make some changes that I feel both sides wanted. Cheerleading should have been moved to the Athletic schedule and Wrestling should have been added to the schedule. If you don't mind, we can both sign the bottom of this letter and consider it a Letter of Understanding and an addendum to the contract. The following schedule is the correct information as it should appear in the contract.

CHEERLEADING COACHES

	Step I	Step II	Step III
JV/Varsity Football	3.5	4.0	4.5
JV/Varsity Basketball	4.0	4.5	5.0
Jr. High Basketball	2.0	2.5	3.0

WRESTLING COACHES

Varsity Wrestling	10.0	11.0	12.0
Jr. High Wrestling	5.0	6.0	7.0

Carl Cratsenburg
Superintendent of Schools

Accepted for the Board

Carl Cratsenburg

Carl Cratsenburg

12-1-93
Date

Accepted for the Association

Rita Layher

Rita Layher

12-1-93
Date

STUDENTS ARE SPECIAL IN GALIEN

ATHLETICS

POSITION	PAY AS % OF BACHELOR'S BASE		
	I*	II*	III*
Varsity Football Head Coach	11	12	13
Varsity Football Assistant Coach	7	8	9
Junior Varsity Football Head Coach	7	8	9
Junior Varsity Football Ass't Coach	6	7	8
Junior High Football Head Coach	3	4	5
Varsity Basketball Head Coach	12	13	14
Junior Varsity Basketball Coach	8	9	10
Freshman Basketball Coach	6	7	8
Eighth Grade Basketball Coach	4	5	6
Seventh Grade Basketball Coach	4	5	6
Varsity Volleyball Head Coach	10	11	12
Junior Varsity Volleyball Coach	6	7	8
Eighth Grade Volleyball Coach	3	4	5
Seventh Grade Volleyball Coach	3	4	5
Varsity Baseball Head Coach	10	11	12
Junior Varsity Baseball Coach	7	8	9
Varsity Softball Head Coach	10	11	12
Junior Varsity Softball Coach	7	8	9
Varsity Track Head Coach	10	11	12
Varsity Track Assistant Coach	6	7	8
Junior High Track Head Coach	5	6	7
Junior High Track Assistant Coach	4	5	6
Cross Country Head Coach	8	9	10

*Level I = 0-2 years of experience in the same sport
 **Level II = 3-5 years of experience in the same sport
 ***Level III = 6 or more years of experience in the same sport

PROVISIONS

1. The athletic contract schedule shall provide three salary steps. Placement on the salary schedule shall be as follows:

0 - 2 years experience	Step I
3 - 5 years experience	Step II
6 + years experience	Step III

Experience shall be calculated on actual number of years experience in the particular positions. Up to three (3) years experience may be transferred from other districts as well as in the case of acceptance of a lower position in the same sport or activity.

2. All extra-curricular activities will be on a non-tenure contract basis.

3. Payment for activities on Appendix B shall occur in two (2) equal pay periods. The first pay period shall be at the mid-point of an activity. The second pay period shall be at culmination of the activity. A teacher may request total payment at the end of the contract.

4. Teachers shall apply to the Superintendent's office for supervision of an extra-curricular activity no later than thirty (30) days prior to the end of the preceding school year.

5. Persons involved in extra-curricular activities shall adhere to the job description by the office of student affairs. Failure to do so shall result in financial deductions and/or termination of the individual extra-curricular contract.

6. Salary for non-teaching personnel shall be negotiated between the individual applying for the position and the Superintendent of Schools.

APPENDIX C

PROFESSIONAL GRIEVANCE REPORT

Article/Section of Contract Alleged Violated: _____

Grievance No. : _____

Date of Grievance: _____

Date of Violation: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative, to process this request or claim arising therefrom in this or any other state of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE: (level Two)

REMEDY REQUESTED:

Is the Association approved for processing?

Yes _____ No _____

Building Principal's Disposition:

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

APPENDIX C
PROFESSIONAL GRIEVANCE REPORT

Article/Section of Contract Alleged Violated: _____

Grievance No. : _____

Date of Grievance: _____

Date of Violation: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative, to process this request or claim arising therefrom in this or any other state of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Is the Association approved for processing?

Yes _____ No _____

Date Signature of Grievant

Superintendent's Disposition: (Level Four)

Date Signature of Superintendent

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date Signature of Association Rep.

**SCHOOL CALENDAR
1993 - 1994**

August 26	New teacher orientation	
August 30	Teacher Orientation Day	
August 31	Student half day orientation	August - 1
Sept. 6	Labor Day break	
Sept. 7	School resumes	Sept. - 21
October 19	Teacher inservice student 1/2 day	
	M&M Day	
October 29	End of first 9 week marking period	October - 21
Nov. 10,11,12	Parent teacher conferences	
	1/2 days for students	
Nov. 24	Thanksgiving break begins; 1/2 day	
Nov. 25,26	Thanksgiving break	
Nov. 29	School resumes	November - 20
December 20	Christmas break begins	December - 13
January 3	School resumes	
Jan. 12,13,14	End of first semester student 1/2 days	January - 21
		February - 20
Mar. 2,3,4	Parent Teacher Conferences	
	1/2 day for students	
Mar. 18	End of third 9 week marking period	
Mar. 28	Spring Break Begins	March - 19
April 4	School resumes	April - 20
May 27	Graduation	
May 30	Memorial Day	
May 31	Last day for retiring teachers and first day of sem. end, student 1/2 day	May - 21
June 1,2	End of semester; student 1/2 days	
June 3	Teacher check out, students 1/2 day (Teachers may check out on 6/6/94 at their option)	<u>June - 3</u>
		Total 180

Snow days , if necessary, will be made up the week of 6/6/94