

6-30-76

A G R E E M E N T

Between

GALESBURG-AUGUSTA COMMUNITY SCHOOLS, KALAMAZOO COUNTY, MICHIGAN

and

GALESBURG-AUGUSTA EDUCATION ASSOCIATION

July 1, 1975 to June 30, 1976

Galesburg - Augusta
Community Schools
Galesburg, Mich. 49053

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Galesburg - Augusta Community Schools

I N D E X

ARTICLE I

CONTRACT ADMINISTRATION

1 - 2

- 1.1 Recognition
- 1.2 Definitions and Interpretations
 - 1.21 Definitions
 - 1.211 Day
 - 1.212 Teacher
 - 1.213 Part-Time Teacher
 - 1.22 Management Rights
 - 1.23 Scope, Alteration and Waiver of Agreement

ARTICLE 2

PROFESSIONAL SERVICES

2 - 6

- 2.1 School Year
- 2.2 Professional Duties
 - 2.21 General Provisions
 - 2.22 Elementary Classroom Teachers
 - 2.23 Junior High School Classroom Teachers
 - 2.24 Senior High School Classroom Teachers
 - 2.25 Part-Time Teachers
 - 2.26 Student Teachers
 - 2.27 General Professional Duties
 - 2.28 Work Load
- 2.3 Professional Assignments
 - 2.31 Assignment Criteria
 - 2.32 Assignment Procedure
 - 2.321 Assignment Preference
 - 2.322 General Procedure
 - 2.323 Notice of Assignment
- 2.4 Lay-Offs and recall
- 2.5 Teaching Conditions
- 2.6 Teacher Attendance on Snow Days

ARTICLE 3

COMPENSATION AND BENEFITS

6 - 7

- 3.1 Wages
 - 3.11 Regular Compensation
 - 3.12 Professional Experience
 - 3.13 Academic or Certification Advancement
 - 3.14 Salary Steps
 - 3.15 Student Activities
 - 3.16 Deductions
- 3.2 Insurance

ARTICLE 4

LEAVES

8 - 10

- 4.1 Sick Leave
- 4.2 Personal Leave
- 4.3 Family Leave
- 4.4 Jury Leave
- 4.5 Funeral Leave
- 4.6 Sabbatical Leave
- 4.7 Meritorious Leave
- 4.8 Association Leave
- 4.9 Military Reserve Leave

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

11 - 13

- 5.1 Association Rights
 - 5.11 Facilities and Equipment
 - 5.12 Communications Facilities
 - 5.13 Board Communications
 - 5.14 Agency Shop
 - 5.141 Association Membership
 - 5.142 Financial Responsibility
 - 5.143 Agency Service Fee
 - 5.144 Check-Off Procedure
 - 5.145 Non-discrimination
 - 5.146 Application and Indemnification
- 5.2 Association Responsibilities

ARTICLE 6

TEACHER RIGHTS AND RESPONSIBILITIES

13 - 17

- 6.1 Teacher Rights
 - 6.11 Evaluation
 - 6.12 Personnel Files
 - 6.13 Legal Counsel
 - 6.14 Damage Reimbursement
- 6.2 Professional Standards
 - 6.21 Standards
 - 6.211 General Competence
 - 6.212 Preparation for Professional Assignments
 - 6.213 Performance of Professional Assignments
 - 6.214 Conferences
 - 6.215 Student Evaluation
 - 6.216 Rules and regulations
 - 6.217 Professional Conduct
 - 6.218 Safety of Students

ARTICLE 7

PROFESSIONAL ADVISORY COMMITTEE

17 - 18

- 7.1 Purpose
- 7.2 Committee Composition
- 7.3 Rules and Procedures

ARTICLE 8

GRIEVANCE PROCEDURE

18 - 20

ARTICLE 9

MISCELLANEOUS CONTRACT PROVISIONS

20 - 21

- 9.1 Negotiation Procedures
- 9.2 Distribution
- 9.3 Term

EXHIBIT "A"
EXHIBIT "B"

SCHEDULE "A"
SCHEDULE "B"
SCHEDULE "C"

AGREEMENT

THIS AGREEMENT made by and between Galesburg-Augusta Community Schools, Kalamazoo County, Michigan (hereinafter called the "Board") and the Galesburg-Augusta Education Association (hereinafter called the "Association");

WITNESSETH:

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1

CONTRACT ADMINISTRATION

1.1 Recognition. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all teachers employed by the Board for the purpose of collective bargaining in respect to wages, hours, and working conditions. The Board agrees not to negotiate with any teachers' organization other than the Association so long as the Association shall be the certified bargaining representative of the teachers.

1.2 Definitions and Interpretations.

1.21 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

1.211 Day shall mean a calendar day.

1.212 Teacher shall mean all certified persons employed for the regular school year by the Board, including those on leaves of absence. The Superintendent, Assistant Superintendent, assistants to the Superintendent, Principals, Assistant Principals, and substitute teachers are expressly excluded.

1.213 Part-Time Teacher means a teacher regularly employed under contract for less than a full work week or a full work day. The fringe and leave benefits of a part-time teacher shall be substantially proportionate to the number of hours employed per week.

1.22 Management Rights. The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and to supervise the teachers are vested solely and exclusively in the Board.

1.23 Scope, Alteration and Waiver of Agreement.

- A. No alteration, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any teacher or group of teachers with the Board unless executed in writing between the parties hereto.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 2

PROFESSIONAL SERVICES

2.1 School Year. The number of student and teacher days shall be as set forth in the School Calendar. In order to comply with membership day or other requirements imposed by state law or regulation, the Board, after consultation with the Association, may modify or extend the School Calendar. A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.

2.2 Professional Duties. The parties recognize that the commitment of a teacher cannot be measured merely by time, that the proper discharge of professional duties may require an uneven expenditure of time during the school year and that all of the provisions herein set forth are conditioned by the responsibility of each teacher to fully and completely discharge his professional responsibilities. The parties further recognize that many changes are occurring and

will continue to occur in the field of education and that if a quality educational program is to be achieved, it is essential that the parties and the teachers maintain an attitude which will support innovation and change but which will also assure that neither the teachers, the students, nor the District will be unfairly treated. Policies scheduling instruction, professional duties and the work day shall conform to the following guidelines, namely:

2.21 General Provisions.

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. In accordance with present practices, teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at the time, including consultations with students, parents and administrators when scheduled directly with the teacher.
- B. Teachers shall not be assigned unpaid lunch period supervision. "Lunch period" shall be defined by the Board. Volunteers will be used to the extent available.

2.22 Elementary Classroom Teachers. A teacher regularly assigned as elementary classroom teacher will have on the average during each full school week:

- A. Twenty-Seven (27) hours of pupil-teacher contact.
- B. Conference-planning time during such time as students are receiving instruction from other teachers.

2.23 Junior High School Classroom Teachers. A teacher regularly assigned as a junior high school classroom teacher will have on the average during each full school week:

- A. Thirty (30) pupil contact periods.
- B. Five (5) unassigned periods for conference-planning time.

2.24 Senior High School Classroom Teachers. A senior high school classroom teacher will have on the average during each full school week:

- A. Twenty-five (25) pupil-teacher contact hours.
- B. Five (5) unassigned periods for conference-planning time.

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

2.26 Student Teachers. The acceptance of student teacher supervisory assignments shall be voluntary. A first year teacher shall not accept a student teacher. Any funds received by the District for the placing of student teachers shall be used for in-service activities.

2.27 General Professional Duties. In addition to the foregoing professional duties, each teacher shall participate in faculty and departmental meetings; in-service training programs on an equal time basis; and parent-teacher and student-teacher conferences.

2.28 Work Load. It is the goal of the parties that teachers in the same pay classification 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, however, that at least the following factors should be considered, namely;

- A. Class Size Criteria. The establishment of student-teacher ratio guidelines are recognized as a useful reference point when used in conjunction with at least the other guidelines hereinafter set forth. The student-teacher guidelines for the average classroom computed on a District wide basis are as follows:

<u>Grade Levels</u>	<u>Student-Teacher Ratio</u>
Elementary	25 to 1
Junior High School	27 to 1
High School	27 to 1

- B. Other Guidelines. In addition to the student-teacher ratio 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:

- (1) The subject matter.
- (2) The teaching strategy.
- (3) The distribution and maturation level of the students.
- (4) The training and experience of the teacher.
- (5) The quantity, quality, and type of physical facilities and teaching aids available.

- C. Work Load Adjustment. The Board will endeavor to coordinate class scheduling and assignment so that no High School teacher will have more than three preparations per day and will use its best efforts to try to achieve average physical education class sizes at no more than 50 students. If it shall appear that the professional work load of a teacher shall be materially greater than the work load of other teachers in the same pay classification or assignment, and the work load is not adjusted through normal administrative procedures, the Professional Advisory Committee shall review the professional work load of such teacher for the purpose of recommending to the Superintendent an adjustment in the work load or an increase in compensation as herein provided.

2.3 Professional Assignments. Each teacher shall be placed to the extent practicable in a position which will most effectively use the teacher's skills and experiences while providing for the present and future staff needs of the District. Such assignment shall ordinarily be within the scope of the teacher's major or minor fields of study.

2.31 Assignment Criteria. The professional assignments of a teacher shall be made by the Board on the basis of the following criteria, namely:

- A. The contribution which the teacher could make to students in the position.
- B. The preference of the teacher for the assignment.
- C. The qualifications of the teacher compared to those 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 teacher as determined by the teacher.
- E. The length of service in the District.

2.32 Assignment Procedure.

2.321 Assignment Preference. Subject to the assignment criteria hereinabove set forth, the most senior eligible teacher qualifying under the assignment criteria who has stated his intention in writing to return for the next school year prior to May 1 (or if a vacancy shall occur after May 1, he shall have stated his intention in writing to return prior to the filling of the vacancy) shall be given preference for assignment for the next school year. The Board shall not be required to give preference to the same teacher more than once in a school year.

2.322 General Procedure. The Board shall cause the Administration to establish a procedure which shall include provision for:

- A. A prohibition against the consideration of any candidate for a vacancy or the processing of any applications until notice of the vacancy shall have been posted in each teacher lounge at least three (3) days prior to filling the vacancy.
- B. A current list of those desiring transfer or promotion.
- C. The notification of the Administration of the assignment preferences of each returning teacher as to grade level, subject, department, extra-curricular duties, and building. (Such assignment request shall expire at the beginning of each school year unless re-filed.)
- D. The posting of notices of vacancies occurring during the school year, and
- E. Notification to be sent to the Association President or his designee of vacancies occurring between school years by certified mail to his residence.

2.323 Notice of Assignment. Notice of teaching and student extra-curricular assignments shall be made for the next school year prior to July 1 to the extent that existing vacancies can be filled in accordance with the procedure hereinabove set forth. Vacancies not filled by such date, shall be filled as soon as practicable in accordance with the foregoing procedure and any such assignments or re-assignments shall be promptly communicated to the teacher at such address as shall have been furnished to the Board by the teacher.

2.4 Lay-Offs and Recall. The Board is authorized to lay-off and recall teachers, provided that the lay-off and recall of tenure teachers shall be in accordance with the provisions set forth in the Teacher Tenure Act. In the event the District shall be combined with one or more Districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated Districts.

2.5 Teaching Conditions.

- A. The Board agrees to make available in each school building a typewriter for teacher use.
- B. Consistent with the financial resources of the School District and existing building structures, the Board will attempt to make available in each classroom building, lunchrooms, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted, and provision for such facilities in all future buildings.
- C. Telephone facilities as now in existence shall be made available to teachers for their reasonable use. Teachers will pay for personal long distance telephone call charges.
- D. Teachers will notify the Building Principal of any hazardous conditions of which they are aware.
- E. The power of suspension and expulsion of students resides in the Administration and the Board. The Board agrees that upon the request of the Association, it will cause further studies to be made and will implement such new Board policies as the Board may deem appropriate to furnish its teachers with guidelines and the necessary authority to maintain discipline in the classroom and in connection therewith, to reprimand and temporarily remove those students who violate the Board's policies or the teacher's enforcement thereunder. The Association is in full agreement with and will continue to support the current Board policy (Sec. V, D, March 22, 1971), and the Association will assist the Board in implementing this provision and the policies of the Board relating thereto.

2.6 Teacher Attendance on Snow Days. Nothing in this Article shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.

When the buses do not run because of weather conditions or when schools are dismissed due to weather conditions, schools will be closed and teachers may be required to be on duty with pay. After all attempts have been made to reach school under adverse conditions on a working day, the teacher shall inform the school administration of the circumstances preventing his arrival at school. The teacher shall not have a reduction in pay because of the circumstances preventing his presence at school, concurred in by the Superintendent.

ARTICLE 3

COMPENSATION AND BENEFITS

3.1 Wages. Each teacher shall be entitled to receive wages as herein set forth.

3.11 Regular Compensation. The basic compensation of each teacher shall be as set forth on Schedule "A". The Board may pay a teacher wages in excess of the amount set forth on Schedule "A" for the performance of additional duties not included in the classification or position or for unusual skill, superior knowledge, or other factors deemed appropriate by the Board.

3.12 Professional Experience. The Board shall place new professional employees on such step as professionally indicated by reason of education, experience, (including military service and vocational experience) and past professional performance.

3.13 Academic or Certification Advancement. Academic or certification advancement shall be made at the beginning of the school year following advancement, provided that the teacher shall submit proof of such advancement not later than thirty (30) days after the beginning of the school year.

3.14 Salary Steps. A teacher shall automatically advance to the next salary step at the beginning of each school year unless:

- A. The teacher has been hired after the beginning of the school year in which case their annual step increase shall be granted at the beginning of the semester following the completion of a full year of teaching. This date shall thereafter be their date for advancement to the next step of the salary schedule. Credit for previous teaching experience shall be granted only for complete semesters taught in the area of general education in the public school systems of the State of Michigan.
- B. The teacher shall not have achieved the professional growth required by the guidelines set forth on Exhibit "A" attached hereto, or
- C. A teacher shall have received a definite written statement of unsatisfactory service and the recommendation of the administration of no advancement on the salary schedule. In such event, the teacher shall have the right to a private or public hearing before the Board, if requested within fifteen (15) days after receipt of such notice. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth or the material breach by the teacher of the individual contract of employment, or the provisions of this Collective Bargaining Agreement. If the failure to advance a teacher on the salary schedule is not subject to the Tenure Act., the teacher shall have the right to appeal the decision of the Board within five (5) days to the last step of the grievance procedure.

3.15 Student Activities. Student activity assignments described on Schedule "B" shall be compensated as therein provided. Any activity not included on Schedule "B" shall receive compensation as established by the Board at the time the activity is approved.

3.16 Deductions. The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law, which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing. The Board shall also have the right to limit the number of deductions and to make a reasonable charge for changes in deductions.

3.2 Insurance. Hospital and medical insurance shall be provided on the terms and conditions set forth on Schedule "C".

ARTICLE 4

LEAVES

4.1 Sick Leave. Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely:

- A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by non-compensable illness or physical disability of the teacher. The unused portion of such allowance shall accumulate to the extent set forth on Schedule "C".
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be paid the difference between his contractual salary and the amount paid the substitute. This arrangement shall continue for not more than twenty (20) days. After this time, a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed by the Board each year upon the written request by the teacher provided the teacher supplies to the superintendent a letter from a medical doctor certifying such illness or disability.
- C. At the beginning of each school year each teacher shall be notified of the total number of sick leave days to which said teacher is entitled.

4.2 Personal Leave. Personal leave for teachers shall be provided at the rate of three (3) days per year with pay except that it will not be granted on a day preceding or following a holiday or vacation unless such request is based on an emergency. More days may be given at the Superintendent's discretion.

Personal leave shall be governed by the following regulations:

- A. Personal leave shall be used for necessary business or activities of a personal nature which cannot be handled at any other time than during the working day. It shall not include absences for pleasure trips, shopping, working at home, or any activity which could be arranged outside of working time. It may include the observance of religious holidays occurring during the regular work week. Personal leave shall not be used by teachers for the purpose of seeking employment elsewhere and shall not be used by teachers for the purpose of rendering services, or working either with or without remuneration for a non-school function. It ordinarily shall not be used to extend vacation periods, except upon the prior approval of the Superintendent.
- B. Teachers wishing to use the personal leave shall submit a personal leave form to the Superintendent at least three (3) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in the personal leave form without going into detail.
- C. If a teacher is unable to submit a request for personal leave because of an emergency, the teacher shall contact the Superintendent, or his designee, by such other means as are available to inform him of the intention of the teacher to be absent. A leave application shall be submitted at the earliest possible time.

- D. Personal leave days shall not accumulate and shall not be taken in less than one-day increments except as the Superintendent shall otherwise approve.

4.3 Family Leave. The Board on its own motion, or upon the written request of a teacher, shall grant a leave of absence for reasons of pregnancy or adoption, provided, that in the case of adoption a teacher shall coordinate the time of adoption to the extent practicable with the staffing needs of the Board. The Board may require a teacher to submit substantiating evidence and may require a medical examination by a doctor satisfactory to it. The Board and the teacher shall agree on all of the terms of the leave prior to the granting of such leave, and in no event shall the Board be required to grant a leave for a period longer than that required to protect the physical or mental health of the teacher or of the child. The terms of a family leave shall not be substantially different than those established for teachers incurring a temporary disability nor shall they discriminate by reason of the sex or marital status of the teacher.

4.4 Jury Leave. A teacher shall be entitled to leave for jury service which cannot be scheduled outside of the work day. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his duties whenever his attendance in court is not actually required.

4.5 Funeral Leave. Teachers shall be granted funeral leave in accordance with the following guidelines, namely:

- A. Released time shall be granted for deaths in the immediate family not to exceed three (3) days. Additional released time may be granted at the discretion of the Superintendent. The immediate family is defined as mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law or brother-in-law.
- B. Non-family funeral leave may be called personal business and granting released time shall be at the discretion of the Superintendent.

4.6 Sabbatical Leave.

- A. Teachers who have been employed in the Galesburg-Augusta School System for seven (7) consecutive years may be granted a sabbatical leave for up to one (1) year. During said sabbatical leave, the teacher shall be considered to be an employee of the Board.
- B. A teacher, upon returning from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.
- C. No more than one (1) person shall be granted sabbatical leave per school year.
- D. The sabbatical leave committee shall be composed of the Superintendent, one Board member, one Principal, the President of the Association and one representative at large from the Association.
- E. A teacher wishing sabbatical leave must prepare a request and submit an outline of plans to the sabbatical leave committee by the end of the first semester of the school year preceding the year of intended leave.

- F. The sabbatical leave committee shall rule on the applications within thirty (30) days following the deadline for application. Such ruling shall be in the form of a recommendation of the Board of Education.
- G. Salary during sabbatical leave shall be not more than seventy-five (75%) percent of salary provided that such sum shall not be in excess of any amount permitted by law.
- H. A teacher who takes a sabbatical leave further agrees to teach in Galesburg-Augusta School for three (3) years following such leave.
- I. If a teacher who has taken sabbatical leave does not comply with the above provision, he shall be obligated to repay his sabbatical leave salary prorated according to time not repaid as stated in provision H.

4.7 Meritorious Leave. The Board may grant a leave to any teacher on such terms as the Board and the teacher shall agree for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Board shall consider:

- A. The past performance of the teacher.
- B. The staffing needs and other requirements of the District.
- C. The length of service of the teacher and the probability that the teacher will return to the service of the District.
- D. The purpose or purposes of the leave.

4.8 Association Leaves. The Board grants the Association four (4) teaching days to be used for Association business at the discretion of the Association President. Three (3) days notice of such absence shall be given the Superintendent by the Association President. If more days are allowed by the Superintendent upon the request of the Association, the Association agrees to pay the salary of the substitute teacher.

4.9 Military Reserve Leave. A teacher required to attend two (2) weeks of annual training duty with any military reserve component of the state or federal government and who is unable to perform such military training outside of the regular school year shall be paid the difference between his military pay and his regular teacher salary.

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

5.11 Facilities and Equipment. The use of school buildings at reasonable hours for meetings, and the use of school equipment provided that it shall pay the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further, that such use shall not interfere with the primary educational use of such facilities or equipment.

5.12 Communications Facilities. The Association may post signed notices of its activities of concern on the school bulletin boards in the teachers' lounges. Signed communications of the foregoing nature may be sent by the Association through the School's direct mail service or placed in teacher mail boxes.

5.13 Board Communications. Copies of the minutes of the meetings of the Board shall be available in each Administrative office. The Board may advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption or general publication, on such occasions as the Board deems desirable.

5.14 Agency Shop.

5.141 Association Membership. Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any teacher by reason of his joining or refusing to join the Association.

5.142 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The

terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

5.143 Agency Service Fee. Each teacher as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Association from his salary, or if he shall not be a member of the Association, shall authorize the deduction of an agency service fee. The service fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than dues paid by an Association member. If during the term of this Agreement it shall be determined by a Court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful. The agency service fee provision shall not apply to teachers who were not members of the Association in the 1972-73 school year and who were employed by the Board.

5.144 Check-Off Procedure. Except as otherwise provided, each teacher shall authorize in writing the deduction of Association dues, or the agency service fee, as the case may be, within thirty (30) days following the beginning of the school year. Teacher authorizations for the deduction of Association dues, or for the payment of the agency service fee, shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and be signed by such teacher. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the Treasurer of the Association within fifteen (15) days following such deduction together with a listing of each teacher for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

5.145 Non-discrimination. The Association agrees that it will not discriminate against any teacher in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any teacher who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement to the same extent as a member of the Association.

5.146 Application and Indemnification. The parties recognize that at the time of the execution of this Agreement, there remains legal uncertainty concerning agency shop agreements. In the interpretation and the application of the provisions herein set forth, the Board shall not be required to discharge any teacher under the provisions hereof (nor shall such action be taken unless such action is instituted by the Association) until the rights of such teacher shall have been determined nor shall the Board have the obligation to institute any litigation for the purpose of determining such rights. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Association that a teacher be discharged because of the provisions herein set forth.

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

- A. During the term of the Agreement, it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of the Board and will not, directly or indirectly, encourage or cause any concerted work stoppage, slow-down, strike or other interference with the day-to-day operations of the school or the educational opportunities afforded its students, and
- B. No Association activities, except those specifically authorized by this Agreement, shall be allowed to interfere with or interrupt the day-to-day educational processes of the Board.
- C. The Association shall be represented at each regular meeting of the Board of Education.

ARTICLE 6

TEACHER RIGHTS AND RESPONSIBILITIES

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

6.11 Evaluation. It is the right and the responsibility of the administrative staff to evaluate the performance of teachers

and to visit classrooms for purposes of evaluating and promoting the educational program. The Board shall adopt written policies for the evaluation of teachers which shall conform with the following guidelines:

- A. Formal evaluations shall be conducted openly and with the full knowledge of the teacher.
- B. Prior to its becoming a part of the permanent record, a copy of each completed evaluation shall be furnished each teacher and the teacher shall attach a written statement to it setting forth any exceptions or other comments concerning it.
- C. Probationary teachers shall be formally evaluated at least twice during each school year. Tenure teachers shall be evaluated at least once during each school year. Each such formal evaluation shall be conducted in the classroom for a minimum of one teaching period.
- D. The Board may provide for such additional evaluations as it shall determine to be necessary for the proper conduct of the educational program.
- E. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. All elements of the school community, including students, teachers, parents, administrators, and the board of education must accept responsibility for the segments of education over which they exert an influence.
- F. Test results of academic progress of students shall not be the sole criteria in evaluation of the quality of a teacher's service or fitness for retention.

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

- A. A teacher shall have the right, upon reasonable prior request, to review the contents of his personnel file. 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 safe-keeping of the file. The credentials and references of the teacher shall not be subject to review.
- B. A teacher shall be given written notice of the intention to insert any materials in the personnel file which adversely reflect on the character of the teacher's professional services.
- C. Within five (5) days following notice of the intention to insert adverse material, a teacher may request a meeting with the administrator or administrators responsible for such material. Prior to the meeting, the teacher shall be furnished a copy of the material for review. If the objectionable material is not

withdrawn or modified in a manner satisfactory to the teacher and the Board, the teacher shall have the right within ten (10) days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.

6.13 Legal Counsel. The Board shall furnish legal counsel to advise a teacher of his rights and obligations if such teacher is assaulted by a student, provided that the teacher shall have promptly reported any such assault to the Administration.

6.14 Damage Reimbursement. The Board will reimburse a teacher to the extent provided by law for any uninsured loss, damage or destruction of the personal property of the teacher which arose out of the performance of the teacher's professional duties, expressly excepting any loss, damage or destruction which may have resulted from the misconduct or negligence of such teacher.

6.2 Professional Standards.

6.21 Standards. The parties recognize that the certification of a teacher and his contractual agreement constitute a continuing representation by the teacher that he is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each teacher, it is recognized that they include at least the following:

6.211 General Competence. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities which are within the scope of his certification.

6.212 Preparation for Professional Assignments. A teacher shall adequately prepare for the discharge of a professional assignment. Adequate preparation shall include the preparation of such materials as may be required by a substitute teacher.

6.213 Performance of Professional Assignments. The success of a teacher is measured by the progress of each student toward the realization of his potential as a worthy and effective citizen. 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 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, nor seek to impose upon the student his own opinions.

- B. Shall direct the instructional material to the assigned subject matter and not digress to matters which are not reasonably related.
- C. Shall maintain with the cooperation of the Administration such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

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

6.215 Student Evaluation. Each student shall be fairly and impartially graded by the teacher in accordance with guidelines established from time to time by the Board for the grading of students.

6.216 Rules and Regulations. The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom. 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.

6.217 Professional Conduct. A teacher shall:

- A. Refrain from the use of his professional relationship with students for private advantage.
- B. Maintain a professional demeanor in his relationship with students, parents, members of the professional staff and the Board.
- C. Accept no gratuities, gifts or favors that might impair, or appear to impair, his professional judgment nor offer any favor, service or thing of value to obtain special advantage.
- D. Not knowingly withhold or misrepresent information concerning his professional qualifications and shall promptly notify the Administration of any physical or mental condition which may temporarily or permanently impair his ability to effectively discharge his professional responsibilities.

6.218 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.

ARTICLE 7

PROFESSIONAL ADVISORY COMMITTEE

- 7.1 Purpose. It is the objective of the parties:
- A. To improve the communications between the Board and the teachers, and
 - B. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have a professional responsibility.

There is therefore established an advisory committee to be known as the "Professional Advisory Committee".

7.2 Committee Composition. The Association shall select an elementary teacher, a junior high school teacher and a high school teacher to serve as members of the Committee. The Board shall also appoint three (3) regular members, at least one (1) of whom shall be a member of the Board. Additional representatives may participate on behalf of either party as resource persons and if the President of the Association or the Superintendent are not regular members, they shall be ex-officio members.

7.3 Rules and Procedures. The Committee shall establish its own rules and procedures provided that the Committee shall:

- A. Meet not less frequently than once each month during the school year unless both parties shall otherwise agree.
- B. Designate a secretary, who need not be a member of the Committee. The Secretary shall prepare minutes for each meeting and shall furnish a copy of such minutes to each member.
- C. Designate a chairman, who need not be a member of the Committee. If the parties are unable to agree on a chairman, each party shall designate a chairman, which chairmen shall preside at alternate meetings.
- D. Make recommendations to the Board in writing. If the recommendations of the Committee are not unanimous, any member of the Committee dissenting from the views of the Committee shall have the right to attach to the recommendation of the Committee, the recommendations of such member or

members. Except as the Committee shall provide a longer time, the Board of Education shall make a determination in writing within eight (8) weeks from the receipt of the written recommendations.

- E. Members of the Committee shall participate in its proceedings as representatives of the entire community and without regard nor identification with the appointing party.
- F. The Committee may, from time to time, establish such subcommittees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member thereof.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided, except no grievance may be based upon the discharge or failure to tender a contract to a probationary teacher, nor upon the discharge, suspension, or demotion of a tenure teacher.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- C. If, as a result of the informal discussion with the building Principal, a grievance still exists, the grievant may invoke the formal grievance procedure on the form set forth as Exhibit "B" hereto annexed, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) school days of receipt of the grievance, the Principal shall meet with the Association in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to mediation by the State Labor Mediation Board, or, at the choice of either the Board or the Association, to arbitration. Arbitration shall be by an impartial arbitrator selected by agreement of the Board and the Association from lists of qualified arbitrators furnished by the State and Federal Mediation Service. The arbitrator shall be guided by the rules of evidence as used in the Circuit Courts of the State of Michigan should either party so desire. In no event shall the arbitrator be authorized or empowered to deviate from the terms of this Agreement. The award of the arbitrator is binding on the Board and the Association and the parties agree that, if necessary, judgment thereon may be entered by the Circuit Court for Kalamazoo County, Michigan, which said Court is specifically granted jurisdiction over each of the parties. Fees and expenses of the arbitrator and/or the State Labor Mediation Board shall be shared equally by the Board and the Association. Requests for mediation or arbitration shall be made within ten (10) days of the disposition under paragraph E, or the decision at paragraph E shall be binding on both parties.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- H. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative

to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE 9

MISCELLANEOUS CONTRACT PROVISIONS

9.1 Negotiation Procedures.

- A. Upon request of either party, representatives of the Board and the Association's bargaining committee will meet for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure, nor to renegotiate the Agreement.
- B. Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- C. The parties shall initiate negotiations for the forthcoming year not more than ninety (90) nor less than sixty (60) days prior to the contract expiration date.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date if possible. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within twenty-four (24) hours of ratification.

9.2 Distribution. Copies of this Agreement shall be duplicated in booklet form at the equal expense of the Association and of the Board. It shall be distributed by the Association to each teacher.

9.3 Term. This Agreement shall commence as of the date hereinafter

set forth and shall continue in full force and effect until June 30, 1976__.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 1975.

WITNESSES:

EMPLOYER:

GALESBURG-AUGUSTA COMMUNITY SCHOOLS
KALAMAZOO COUNTY, MICHIGAN

By _____

Its _____

By _____

Its _____

GALESBURG-AUGUSTA EDUCATION ASSOCIATION

By _____

Its _____

By _____

Its _____

EXHIBIT "A"

PROFESSIONAL GROWTH GUIDELINES

A teacher shall show evidence of four (4) hours of professional growth credit during each four (4) year teaching period. The ending date of the first four (4) year period shall be established as:

- A. Four (4) years from June 1, 1971.
- B. Four (4) years from the date of initial employment if the teacher was hired after June 1, 1971.

The ending date of each successive period shall be four (4) consecutive years after the ending date of the previous period. If a teacher's service is non-continuous, those years during which the teacher does not teach shall not be counted in the four (4) year period. Approved hours taken during an approved leave of absence shall be counted. Credits earned in excess of four (4) hours may be carried over to the next four (4) year period.

Any teachers at the maximum salary level in any column shall remain at the maximum salary step.

All evidence of professional growth for which credit is requested shall be acted on by an evaluative committee. This committee shall consist of six (6) members, three (3) appointed by the Board and three (3) appointed by the Association. Recommendations by the committee shall be by a majority vote. A quorum shall consist of six (6) members. Evidence of professional growth shall be submitted to the Superintendent's office where it shall be held and acted on by the committee within ten (10) school days from the date of submission. The evaluative committee shall inform the Superintendent and the teacher concerned regarding action taken on requests for professional growth credit. Said teacher making the request shall be informed in writing of the committee's action and he shall have full rights to the grievance procedure as set forth in the Collective Bargaining Agreement.

The evaluative committee shall assign without question one (1) hour of professional growth credit for each semester hour or one and one-half term hours of credit earned from an accredited college or university when such credit is earned as follows:

- A. Toward certification, Master, Specialist or Doctoral degrees.

- B. Credit earned in the subject matter taught or directly related to subjects the teacher is teaching.

The evaluative committee may assign professional growth credit to educational experience of teachers, such as but not limited to travel, work experience, educational institutes and courses not covered in A and B above. Evidence of such experiences shall be submitted on forms provided by the committee. Such experiences shall occur during the four (4) year period for which the credit is requested.

EXHIBIT "B"

REPORT OF GRIEVANCE

TO: BUILDING PRINCIPAL

Date of grievance occurrence _____

1. Statement of grievance (include specific Section of Contract allegedly violated, and facts of the causes of the grievance)

2. Relief sought _____

Association signature Grievant signature Date

Disposition by principal () Approved () Disapproved

Signature Date

Position of Association _____

Association signature _____ Grievant signature _____ Date _____

Date received by superintendent or designee _____

Disposition by superintendent or designee () Approved () Disapproved

Signature _____ Date _____

(If additional space is needed in reporting Section 1 and 2 of Step 1, attach an additional sheet.)

GALESBURG-AUGUSTA COMMUNITY SCHOOLS

SCHEDULE "A"
1975-1976 •

PROFESSIONAL COMPENSATION

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	9,150	9,950
2	9,564	10,474
3	10,099	11,092
4	10,609	11,600
5	11,205	12,145
6	11,764	12,804
7	12,297	13,411
8	12,793	13,965
9	13,262	14,656
10	13,736	15,357
11	14,212	16,073
12	14,832	16,630

1. All teachers shall be paid in accord with the above schedule of compensation with the specific exception of the Special Education teachers employed by the School. The Board will pay the contribution to the state retirement fund for any teacher employed under the provision of this contract.

2. After the requisite number of hours of college credit necessary for a permanent certificate the School will pay \$20.00 per semester hour of approved college credit provided such credit was earned while the teacher was under contract to School and is in subjects reasonably deemed by the Superintendent to enhance the professional qualifications of the teacher. Evidence of approved college credit or higher degree attainment must be received by the School on or before October 1st of the next School year in order for remuneration or increased salary to be paid. Remuneration for hours of approved college credit earned prior to July 1 will be paid in lump sum in October of each year and become a part of the next teaching contract. Questionable classes should be discussed with the Superintendent prior to enrollment. Remuneration for hours of approved college credit earned after July 1, 1971, will be paid in a lump sum as aforesaid but shall only be part of the teaching contract for ten (10) years or until such teacher is sooner terminated.

3. Teachers substituting for another teacher shall be compensated at the rate of the normal substitute's salary pro-rated over the actual time performing the other teacher's duties.

4. School agrees that the English, Social Studies, Math-Science combination, Business Education, Special Education and Library Departments shall have a coordinator appointed by the administration. These assignments shall be made known to all affected teachers. Should School determine that the appointees are not performing the task of coordinator, School shall have the option of removing said appointees and appointing new coordinators. Each coordinator shall be paid \$300.00 above schedule. A list of the department coordinators names shall be posted in each faculty lounge no later than the third week of the school year.

GALESBURG-AUGUSTA COMMUNITY SCHOOLS

SCHEDULE "B"
1975/1976

In addition to Schedule "A" other duties shall be compensated as described below. Appearance of certain jobs on Schedule "B" does not make their existence mandatory. New positions shall be compensated at rates agreed upon by the Board and the Association. Compensation for most extra curricular activities will be based upon years of experience as a coach or director in the activity involved. It will be calculated by multiplying the appropriate per cent factor by \$9,150. Some extra curricular activities will be paid a specific amount or an hourly rate.

Group IA High School Head Coaches Varsity Football Varsity boys basketball and wrestling:

Experience Level	1	2	3	4	5	6	7	8	9	10	11	12
Per Cent Factor	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5

Group IB High School Assistant Coaches: Football only

Experience Level	1	2	3	4	5	6	7	8	9	10	11	12
Per Cent Factor	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	12.5	13

Group IIA Other high school coaches, specifically: Baseball, Golf, wrestling, Track (boys and girls) Basketball (boys and girls) tennis (boys and girls) and girls softball

Experience Level	1	2	3	4	5	6	7	8	9
Per Cent Factor	6.5	7	7.5	8	8.5	9	9.5	10	10.5

Group IIB Junior high school head coach: football only

Experience Level	1	2	3	4	5
Per Cent Factor	3	3.5	4	5	6

Group IIC Other junior high school coaches, specifically: Football, wrestling, track, tennis and basketball (boys and girls)

Experience Level	1	2	3	4	5
Per Cent Factor	3	3.5	4	4.5	5

Group IIIA Band Director

Experience Level	1	2	3	4	5	6	7	8
Per Cent Factor	10.5	11	11.5	12	12.5	13	13.5	14

Group IIIB Chorus Director

Experience Level	1	2	3	4	5	6	7	8
Per Cent Factor	6.5	7	7.5	8	8.5	9	9.5	10

Group IIIC Play director (per play)

Experience Level	1	2	3	4	5
Per Cent Factor	3	3.5	4	5	6

Group IV Specific Amount or Hourly Rate

1. Athletic Director: 10% of BA base and one free period each day in addition to conference planning period
2. Band Director: \$900 for summer band program
3. Summer Counseling: \$300
4. AFS Advisor: \$300
5. Cheerleaders Advisor(s): \$250/person
6. Junior High Student Council Advisor: \$200
7. Noonhour Supervision: \$6.00/hour
8. Driver training: Classroom \$7.14/hour + 5% retirement
Road 6.67/hour + 5% retirement

GALESBURG-AUGUSTA COMMUNITY SCHOOLS

SCHEDULE "C"

1975/1976
INSURANCE

1. Each teacher shall have the right to select one (1) of the following plans, namely:

PLAN A: The Board shall provide without cost to the employee and his or her family (as defined in the policy) MESSA Super Med 2 Insurance without options, for the period of October 1, 1975 through July 1, 1976 as follows:
Premium liability - July, Augusta, September, 1975 resulting from misunderstanding. Not totally understood by either party during closing of bargaining. Issue can best be resolved with equity by teachers paying 2/3 of premium beyond those specified in previous contract and 1/3 being paid by Board. One shot deduction on first pay - deduct teacher's 2/3 from first pay.

INSURED

Self
Self and Spouse
or
Self and Children
Self, Spouse and Children

PLAN B: The Board will contribute to each teacher not electing Plan A the sum of One Hundred Eighty and no/100 (\$180.00) Dollars for the purchase of one or more of the following MESSA insurance benefits:

- a. Short term disability insurance
- b. Hospital confinement indemnity insurance
- c. Long term disability income insurance
- d. Additional term life insurance
- e. Survivor income insurance

PLAN C. The Board shall provide the MESSA Dental Care Program Plan C for all employees of the bargaining unit and their eligible dependants for the two year period of July 1, 1975 through June 30, 1977.

2. "Sick Leave" may be accumulated to a maximum of one hundred ten (110) days.

AMENDMENT TO AGREEMENT
BETWEEN GALESBURG-AUGUSTA COMMUNITY SCHOOLS
and GALESBURG-AUGUSTA EDUCATION ASSOCIATION

THIS AMENDMENT TO THE AGREEMENT made by and between Galesburg-Augusta Community Schools, and the Galesburg-Augusta Education Association,

WITNESSETH: WHEREAS, the parties hereto have contracted, ratified and agreed to a collective bargaining agreement for the period commencing July 1, 1975 and expiring June 30, 1976; AND WHEREAS, prior to execution of said Agreement all parties hereto involved have agreed that some modification to existing language of said contract in Schedule B ,Group IV is needed as follows:

3. Summer Counseling: Compensation of Summer Counselor, namely Vernon Cramer, shall be changed; that is, the amount of \$300 shall be deleted and the amount of \$250 per week (total of \$500) for two weeks shall be added, part of which shall be divided with Wayne Berger. Periods covered under this item shall be one week before school opens and one week after school closes, said amount to be compensation for services rendered as school counselor.

AND WHEREAS, the parties to this Agreement inadvertently deleted certain sections covering particular coaching positions in Schedule B, Group IV:

NOW THEREFORE, those coaching positions to be added under Schedule B, Group IV are:

9. Assistant Track Coach: \$686 for 1975-1976 - David Heavy.
10. Assistant Baseball Coach: \$503 for 1975-1976 - Michael Pasche.

IT IS FURTHER AGREED that all other provisions as originally ratified by these parties, except as modified herein and set forth, are ratified and confirmed and shall continue in full force and effect until June 30, 1976.

IN WITNESS WHEREOF, the parties have caused this Amendment to be ratified and agreed to as part of the original Agreement and executed as of this date _____, 1975.

WITNESSES:

EMPLOYER:

GALESBURG-AUGUSTA COMMUNITY SCHOOLS
KALAMAZOO COUNTY, MICHIGAN

By _____
Its _____

By _____
Its _____

GALESBURG-AUGUSTA EDUCATION ASSOCIATION

By _____
Its _____

By _____
Its _____