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COLLECTIVE BARGAINING AGREEMENT
between
GULL LAKE COMMUNITY SCHOOLS
and
KALAMAZOO COUNTY EDUCATION ASSOCIATION
JULY 1, 1986 - JUNE 30, 1989

Gull Lake Community Schools

Michigan State University
LABOR AND INDUSTRIAL
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COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 1

PURPOSE AND RECOGNITION

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

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

ARTICLE 2

WORKING CONDITIONS

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

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

- A. One hundred eighty-six (186) work days.
- B. A Christmas-New Years break.
- C. A spring break.
- D. Not more than two (2) days orientation for new teachers at the beginning of the work year and one (1) day for other teachers.
- E. Two (2) days for records.
- F. Student conferences.

- G. Not more than two (2) days for in-service training, or its equivalent.
- H. Not less than one hundred eighty (180) student days.
- I. The last day of school shall consist of one (1) full day of professional duties for teachers, but only one-half (1/2) day for students.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. After consultation with the Association, the Employer shall prepare a calendar for the work year which strictly conforms to the guidelines herein above set forth. The calendar for the school year 1986-87 is found in Schedule C.

2.2 Professional Duties. A teacher's regular professional duties are based on a professional week consisting of 37 1/2 to 40 hours on the school premises or at an approved duty-connected facility. The Employer shall give a minimum of 5 days notice when scheduling in-service training, building staff meetings and parent teacher conferences. If unforeseen circumstances, as determined by the Administration, necessitate special meetings, the Administration shall not be obligated to give 5 days notice but shall give notice as soon as practicable. Policies, scheduling instruction, professional duties and the work day shall be from time to time established by the employer and shall provide that:

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

- A. Thirty (30) hours and fifty (50) minutes of instruction or related duties.
- B. Two Hundred Fifty (250) minutes for preparation.
- C. A duty free lunch period of thirty (30) minutes each day.

2.22 7-12 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 7-12 classroom teacher shall include:

- A. Thirty (30) hours of instruction or related duties.
- B. One (1) preparation period for each day of instruction.

- C. A duty free lunch period of thirty (30) minutes each day.

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

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

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

2.3 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 further recognize, however, that at least the following factors should be considered, namely:

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

Classes	Average Class Size
K-2	23-26
3-6	24-27
7-12	27-30

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

2.32 Other Guidelines. In addition to the class size guidelines it is recognized that any accurate measure of the

professional effort required, the quality of the instruction given or of the results obtained should also consider the following factors, namely:

- A. The grade and subject matter.
- B. The teaching methodology.
- C. The physical, intellectual and emotional level and distribution of the students.
- D. The training and experience of the teacher.
- E. The quantity, quality, and type of physical facilities, teaching aids and other personnel available.
- F. Avoidance of busing.
- G. North Central accreditation standards.
- H. The Board recognizes mainstreamed students require special attention from the classroom teacher. In view of this fact, the Board shall count the first mainstreamed student as one pupil and each succeeding mainstreamed student as two pupils, when determining average class sizes.

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

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

ARTICLE 3

PROFESSIONAL ASSIGNMENTS

3.1 Assignment Objectives. The parties recognize the desirability of:

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

The following procedures shall be used:

3.11 Assignment Criteria. Eligible teachers shall be assigned by the Employer on the basis of the following criteria, namely:

- A. The contribution which the teacher could make to students in the new position.
- B. The preference of the teacher for the assignment.
- C. The qualifications of the teacher compared to the qualifications of other candidates, both for the position to be vacated and the position to be filled.
- D. The opportunity for the professional growth of the teacher.
- E. The teacher's experience and ability to relate to the particular age level and subject matter.
- F. The benefits to be derived by the Employer in making the assignment.
- G. The length of service of the teacher in the District.

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

- A. If the vacancy is for a position to be filled during the work year, the vacancy shall be posted for a minimum of five (5) days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.

B. If the vacancy is for a position to be filled at the beginning of the next work year and the existence of the vacancy is known at least ten (10) days prior to the end of the work year, notice of the vacancy shall be posted a minimum of five (5) days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.

C. In the case of all other vacancies, the Employer shall notify each teacher who has on file an assignment request for such vacancy and a copy of the notice shall be given to the Association.

3.13 Assignment Requests. An assignment request shall:

A. Give the name and address of the teacher, the reasons for the request, the school, grade, or position sought, and the applicant's certification and qualifications and shall be submitted on a form furnished by the Employer.

B. Expire at the time the vacancy is filled, upon the termination of the employment of the teacher or the expiration of twelve (12) months, whichever shall first occur.

3.14 Assignment Procedure.

A. Voluntary assignment requests shall be acted on before making involuntary assignments.

B. If a vacancy occurs during a semester, the Employer may temporarily fill the position for the remainder of the semester in order to minimize any disruption in the educational program.

C. Except for unforeseen circumstances, a returning teacher who has agreed to be employed for the next school year shall be given a written confirmation of the teacher's scheduled professional assignments for the next school year not less than thirty (30) days prior to the commencement of such school year.

D. A teacher shall be consulted prior to changing the teacher's assignments.

E. The Association shall be consulted prior to the building transfer of a teacher.

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

3.16 Assignment Disputes. If the Association shall claim that an assignment has been made contrary to the provisions herein set forth; the Association within five (5) days from receipt of notice of the disputed assignment shall in writing:

- A. Notify the Employer of the name of the teacher the Association claims should have been assigned, and
- B. The specific reasons for such claim.

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

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

3.2 Reporting of Teachers. The parties recognize that adverse weather conditions, mechanical failures, civil disorders, communicable diseases or other circumstances beyond the control of the Employer may require the dismissal and rescheduling of classes. As an alternative to exercising its rights under the layoff procedure, the Employer shall have the right to reschedule classes in the following manner:

- A. All days not made up on records day or contingency days shall be rescheduled on the first day after the regularly scheduled "last day" of the school year.

- B. Each rescheduled day shall be a full day of rescheduled classes unless the cancelled day was a regularly scheduled one-half day.
- C. When a school day is cancelled teachers will not be required to report to work. If required to report to work teachers will be compensated 1/186 of their pay.
- D. The second and third year school calendar shall conform to recommendation of the county wide association school board calendar committee.

3.3 Staff Adjustments. Layoffs and recalls shall be accomplished as herein set forth.

3.31 Determination. The Employer shall have the right to reduce the number of teachers in a given subject area, field or program, or to eliminate, consolidate or otherwise reduce in scope teaching positions or assignments. A layoff extending for more than twenty-two (22) days shall not be implemented until the Employer shall have given the Association notice of its reasons and the Association shall have had the opportunity to make its recommendations to the Employer regarding priorities and procedures to be followed in such layoff.

3.4 Layoff Procedure. Layoffs shall be subject to the following conditions:

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

B. If a layoff is for more than twenty-two (22) days:

1. The teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that:

(a) The remaining teachers are certified and qualified to perform the duties of the positions to be filled; and

(b) The Employer may offer a teacher part-time or shared-time employment in lieu of layoff if:

(1) The teacher elects not to receive or is not eligible to receive unemployment benefits;

(2) The teacher desires to accept such assignment; and

(3) The Employer determines that the educational program would benefit from such assignment.

C. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

3.5 Recall Procedure. Recalls shall be subject to the following conditions:

A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on temporary or long term layoff.

B. It shall be the responsibility of each teacher to notify the Employer of any change in address, certification or qualifications. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at the teacher's last known address. The obligation to rehire a teacher shall terminate if the teacher fails to return to work at the time specified or if the teacher is not recalled within twenty-four (24) months following such layoff, except as a shorter or longer period is required by law.

3.6 Interpretation. For the purposes of this Article:

A. An "eligible teacher" means a teacher whom the Employer has determined is certified and qualified to perform the duties of the position to be filled. A teacher shall be presumed to be an "eligible teacher" if the teacher:

- (1) Is certified to teach all of the subjects of the position to be filled.
- (2) Meets the North Central accreditation standards.
- (3) Possesses the following academic credentials:
 - a. A major in the subject area, or
 - b. A minor in the subject area and has taught the subject within the prior three (3) years.

B. The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year. The names of all certified employees shall be listed in order of their service dates, starting with the employee with the greatest amount of seniority

at the top of the list. Service date is the date when the employee first provided professional services (excluding extra-curricular assignments) for the Employer since any break in service. Termination of service shall constitute a break in service. An authorized paid sick leave of absence shall not constitute a break in service, but if sick leave extends for more than sixty (60%) percent of the work year, the year shall not be included in the calculation of seniority, except as otherwise required by law or by the terms of the leave of absence.

C. In order to minimize the disruptive effect of a layoff or recall occurring during a semester, the parties agree that the Employer may temporarily deviate from the seniority provisions herein contained to the extent necessary to minimize the disruption of other professional assignments not otherwise involved in the layoff or recall. The Employer shall consult with the Association prior to making any such modifications.

D. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations including the Teachers' Tenure Act.

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

ARTICLE 4

COMPENSATION AND BENEFITS

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

- A. A teacher shall be eligible to advance to the next step on the salary schedule upon the completion of two (2) consecutive satisfactory semesters, provided that the teacher shall have rendered professional services for more than sixty (60%)

percent of the school year. A teacher who has failed to render satisfactory professional services for a school year shall not be eligible to advance to the next salary step. If the teacher has tenure, the determination shall be made by the Board of Education in accordance with the Procedure established for suspension or demotion under the Teacher Tenure Act. If the teacher is a non-tenured teacher, the determination shall be made by the Employer, subject to the Labor Management Contract Enforcement Procedure herein set forth.

- B. Recognition of academic or certification advancement shall be made at the beginning of the first semester following the submission by a teacher of proper verification of such advancement.

4.2 Compensation Adjustment. The basic compensation and/or benefits of a teacher on the Salary Schedule may be subject to the adjustments set forth on Schedule "A".

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

4.4 Mileage. A teacher may be required to use his motor vehicle to discharge his duties and if so required shall be reimbursed in such amount as established from time to time by the Employer but not less than the amount set forth in Schedule "A". The Employer may provide transportation in lieu of mileage.

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

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

4.7 Graduate Credit. A certified teacher shall be entitled to receive reimbursement at the rate set forth in Schedule "A" for each semester hour of graduate credit, or the actual charge of the institution, whichever shall be less, provided that the credit hours earned were:

- A. In the teacher's major or minor field or in a program for an advanced degree in a subject matter approved by the Employer.
- B. Given by an institution approved by the Employer.
- C. Earned while an employee of the Employer.

- D. The teacher received a mark of not less than "B", or its equivalent.

The right of a teacher to be reimbursed shall terminate if a written claim meeting the foregoing requirements is not filed within twenty-two (22) days following the completion of the course or the receipt of the course grade, whichever is later, but in no event after the teacher has ceased to render professional services for the Employer.

4.8 Retirement Benefit. A teacher who has completed twenty (20) years of employment by the Employer within a period of twenty-five (25) consecutive years shall upon death or retirement, be entitled to receive payment of one-half (1/2) of the teacher's unused sick days at the time of termination of employment. This provision shall give no vested right to any teacher to such terminal pay. The right of a teacher to terminal pay shall be governed by the terminal pay provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement.

ARTICLE 5

AUTHORIZED ABSENCE

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

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

A. Sick leave may be used for:

1. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Workmen's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.

2. Any communicable disease which would be hazardous to the health of students or other employees.
3. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.
4. The illness or death of a member of the immediate family. Such leave shall be limited to the use of five (5) days per year from sick leave accumulated from a prior year and shall be taken only to the extent that the presence of the teacher is reasonably required. For the purpose of this provision, the term "immediate family" shall mean any person who is a regular member of the household of the teacher or the teacher's spouse or the father, mother, brother, sister, grandparent, or child of the teacher or of the teacher's spouse.

- B. Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay, which leave may accumulate to one hundred (100) days and shall be used in one (1) day increments unless the Employer shall otherwise agree. The amount of unused leave shall be certified at least each twelve (12) months.
- C. No payment for unused leave shall be made. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.
- D. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence, laid off, or otherwise not regularly providing services to the district.

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

- A. Personal leave shall be used only for business, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day. It shall not be used for other employment or the seeking of other employment or for social, recreational, vacation or other similar purposes.

- B. Each teacher shall be credited with two (2) days leave with pay, which days shall not accumulate.
- C. A request for leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours notice, except in the case of an emergency.
- D. A teacher shall not be required to disclose the specific use of the first leave day and the Employer may require a disclosure of the intended use of the second leave day.
- E. The Employer shall not be required to grant leave on any one day to more than four percent (4%) of the teachers nor to more than two (2) teachers from any one (1) building.
- F. A request for leave may be denied if:
 - 1. The teacher has failed to make adequate provision for the discharge of his professional responsibilities during his absence.
 - 2. The Employer is reasonably unable to obtain an adequate substitute for the teacher.
 - 3. The number of teachers applying is in excess of the number provided.
 - 4. The request does not comply with the leave provisions.

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

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

5.5 Special Leaves. The Employer may grant a leave of absence on its own motion, or upon the request of a teacher for reasons of general health, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

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

Leave may be with or without pay and if with pay, may be charged against current or accumulated sick leave as mutually agreed between the teacher and the Employer.

5.6 Leave Administration.

5.61 Notice. A teacher shall at the earliest practicable time give the Employer notice of his desire to be granted a leave so that the Employer will have the maximum time to provide for the teacher's absence. A leave for elective health care, personal leave, court leave, or professional leave, or a special leave shall be requested at least seven (7) days prior to the requested leave date, except that a shorter notice may be permitted because of unforeseeable circumstances.

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

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

ARTICLE 6

ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

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

- A. It will not bar any teacher from membership because of age, race, creed, sex, marital status or national origin, and will permit every teacher to freely join or refrain from joining the Association.
- B. It will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the United States or Michigan Constitution or by applicable federal or state law.
- C. It will give reasonable notice of all meetings, the right of free expression and the right to a secret ballot.
- D. It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slowdown, or deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means

of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment. If the provisions of this section are willfully breached by the Association or by the KCEA, it agrees to pay the Employer actual damages.

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

ARTICLE 7

TEACHER RIGHTS AND RESPONSIBILITIES

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

7.11 Teaching Aids and Facilities. The Employer shall provide to the extent reasonably available:

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

7.12 Damages and Claims. The Employer shall establish a written procedure for the review of claims for injury to the person or property of a teacher which arose in the course of his employment and while acting within the scope of his authority, provided that nothing in this Agreement shall constitute a waiver of the immunity of the district established by law.

7.13 Legal Services. The Employer shall establish a written procedure to furnish the services of an attorney selected by the Employer at its expense to advise a teacher as to any claim against the teacher for injuries to persons or property allegedly caused by the negligence of a teacher while in the course of his employment and while acting within the scope of his authority.

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

7.15 Student Discipline. Subject to applicable laws and regulations.

- A. A teacher shall have the right to use such physical force as may be authorized to maintain proper discipline or as may reasonably be necessary to take possession of any dangerous weapon from any student to the extent that such action is reasonably necessary to protect the safety of the teacher or of other persons.
- B. Any physical assault on a teacher in the discharge of the teacher's duties shall be promptly reported by the teacher to the Employer.
- C. A teacher has the right to receive reasonable support and assistance in maintaining control and discipline of students on the school premises.
- D. If it appears that a student requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Employer will take reasonable steps which are not in violation of any rights of the student to relieve the teacher of the responsibility for such student.
- E. The Employer shall adopt a policy setting forth guidelines for the suspension or expulsion of students.

7.16 Teacher Discipline. A teacher shall not be disciplined without reasonable and just cause.

ARTICLE 8

PROFESSIONAL GROWTH AND PERFORMANCE

8.1 Professional Standards and Sanctions.

8.11 Professional Standards. The parties recognize that it is not desirable to interfere with the private and personal conduct of a teacher except when such conduct may adversely affect the performance of a teacher, or shall interfere with the proper conduct of the educational program. The parties further recognize that the failure of any teacher to adequately discharge his professional responsibilities, places an unfair burden on other members of the faculty and makes more difficult the achievement of the educational goals of the district.

Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each teacher, it is recognized that the responsibilities include the following:

8.111 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.

8.112 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the teacher or as may be required in the absence of such teacher.

8.113 Performance of Professional Assignments. A teacher can measure his success 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.
- B. Shall maintain such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.
- C. Shall refrain from engaging in outside activities which materially interfere with the performance of his professional assignments.
- D. Shall be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Employer of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Employer.

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

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

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

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

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

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

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

8.12 Sanctions. It is recognized that to some extent each teacher must determine within his own conscience the extent to which his actions should rise above minimum standards. However, because the failure of a teacher to maintain adequate professional standards violates his obligations to the students, places an unfair burden on other members of the professional staff, makes more difficult the achievement of the educational goals of the district and constitutes a breach of a teacher's ethical and contractual obligations, the Employer has an obligation to take appropriate corrective action. The Employer, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, specify expected correction, and establish a reasonable period for correction. Any teacher who believes that he has been subject to

an unjust reprimand or disciplinary action may file a grievance in accordance with the procedure herein set forth, except that such grievance procedure shall not apply to the failure of the Employer to rehire a probationary teacher nor to any tenure proceeding instituted by the administration.

8.2 Employee Performance.

8.21 Evaluation. The Employer shall be responsible for the evaluation of each teacher in the performance of his professional duties. Formal evaluations shall conform to the following guidelines:

8.211 Evaluation Objectives. The primary purpose of evaluation shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.

8.212 Criteria. Any change in criteria for a formal evaluation shall be furnished to a teacher within forty-five (45) days from the beginning of the semester in which the evaluation is to be made or the beginning of employment, whichever shall last occur.

8.213 Evaluation Procedure. Each formal evaluation shall be in writing and shall be based on a minimum of twenty (20) consecutive minutes of observation conducted with the full knowledge of the teacher. A post-observation conference shall be held within ten (10) days after the formal observation. The teacher shall have the right to have a representative present. A preliminary copy of the formal evaluation resulting from the observation shall be given to the teacher at or prior to the conference and if changes are made to the preliminary copy, a final copy shall be given within ten (10) days after the conference. If the work of the teacher is unsatisfactory, the evaluator shall identify the deficiencies and identify specific improvement objectives. If the teacher disagrees with the observations, recommendations, or evaluation, the teacher shall submit within ten (10) days a written reply which shall be attached to the evaluation and be placed in the teacher's personnel file.

8.214 Evaluation Frequency. A probationary teacher employed for the full school year shall be evaluated at least twice. The first evaluation shall occur not less than twenty-two (22) days prior to the end of the first semester and the second evaluation shall occur not less than forty-four (44) days prior to the end of the school year. A tenured teacher shall be formally evaluated at least once each three (3) years.

8.215 Re-Evaluation. If a teacher who has been rated unsatisfactory on an evaluation disagrees with such evaluation, the teacher shall have the right to have a re-evaluation if such re-evaluation is requested within five (5) days from the receipt

of the final formal evaluation. The teacher shall state in writing the specific reasons for the request for re-evaluation.

8.216 Program of Assistance. A teacher shall be placed on a program of assistance if the Employer determines that the professional competence of the teacher is not satisfactory and that the teacher would benefit from a program of assistance. The program shall:

- A. Identify the areas requiring professional growth or adjustment;
- B. Contain specific suggestions or guidelines for improvement; and
- C. Provide for the periodic review of the teacher's progress.

A program of assistance shall not exceed twelve (12) calendar months but may be extended by mutual agreement or a new program may be initiated. The Employer may provide that the teacher shall not be entitled to receive any increase in compensation until the teacher has satisfactorily completed the program, provided that the teacher shall have the right to a private or a public hearing before the Board of Education prior to being placed on a program of assistance or prior to making any compensation adjustment if the teacher requests such hearing in writing. The Association agrees to encourage qualified teachers who could contribute to the success of a program of assistance to provide reasonable assistance.

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

- A. A teacher shall have the right to review the contents of his personnel file upon reasonable prior request. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. The credentials and references of the teacher shall not be subject to review.
- B. After the date of employment, a teacher shall be given prompt written notice of the intention to insert any materials in his personnel file which adversely reflect on the character of the teacher's professional services. Within ten (10) days following notification of the Employer's intention to insert such material in his personnel file, the

teacher shall have the right to insert in his file a written statement (or other relevant material) concerning such material.

ARTICLE 9

LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE

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

9.2 Hearing Levels.

9.21 Informal Adjustment. Prior to filing a written claim, the claimant shall meet with the party or the teacher against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the Claimant reasonably should have known of the event.

9.22 Written Claim. If the claim is not satisfactorily resolved at the informal conference, the Claimant shall have ten (10) days within which to file a written claim, which claim shall include

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

A reply shall be filed within twenty (20) days from the receipt of the written claim.

9.23 Formal Conference. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request.

The purpose of such formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the

necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party or teacher against whom the claim is filed shall file a reply within twenty (20) days after the completion of the formal conference, unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

9.24 Hearing Officer. If the claim is not satisfactorily resolved at the formal conference or if mutually agreed before a state mediator, the claim shall be submitted to a hearing officer if such request is made within fifteen (15) days from the receipt of the formal conference reply. The hearing shall be conducted in accordance with the following rules, namely:

- A. The hearing officer shall be selected by a lot from a permanent panel of hearing officers selected by agreement between the parties.
- B. The hearing shall be conducted in accordance with the rules of the Labor-Management Tribunal, provided, however, that:
 - I. The hearing officer shall not have the authority to vary the terms of the Agreement.
 - II. The hearing officer shall render his written decision within thirty (30) days from the conclusion of the hearing.
 - III. The rules may be amended in writing by the mutual agreement of the parties.
- C. Either party shall have the right within fifteen (15) days from the receipt of the decision of the hearing officer to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the hearing officer shall be binding.

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

9.26 Exclusions. The claim procedure shall not apply to:

- A. A claim by any teacher who desires to assert his legal right to present such claim directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

- B. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.
- C. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- D. Any provision of the Agreement which contains an express exclusion from this procedure.

9.3 General Procedures.

9.31 Definitions. As used in this Article the word

- A. "Claimant" means the party or teacher filing the claim. If a Claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission which the Claimant alleges violates one or more provisions of this Agreement.

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

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

9.34 Place of Proceedings. All proceedings up to the hearing before the mediator shall be held on the employer's premises. A hearing before a mediator shall be held at a location selected by the mediator within Kalamazoo County and the cost of any facilities shall be shared equally by the parties.

9.35 Costs. Any fee paid for the services of a mediator shall be shared equally by the parties, except as the

mediator for cause shall otherwise decide. Each party shall be responsible for its own costs.

ARTICLE 10

NEGOTIATIONS

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

10.2 **Negotiators.** Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district, however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until the same shall be approved by the parties.

10.3 **Renegotiation.** The negotiation of a new Agreement shall begin upon the written request of either party.

ARTICLE 11

DEFINITIONS AND INTERPRETATIONS

11.1 **Definitions.** For the purpose of this Agreement,

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

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

11.13 **Teacher.** "Teacher" shall refer to all "full-time" and "part-time" employees represented by the Association in the bargaining unit above defined. Except as otherwise expressly provided, benefits of "part-time" teachers shall be substantially proportionate to the number of hours employed per week. Reference to male teachers shall include female teachers.

11.14 **Day.** "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period

occurring during the school year. "Day" shall also include the summer break except a Saturday, Sunday or national holiday.

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

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

11.4 Interpretation. The Employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and this Agreement shall be so applied and interpreted. Neither party shall do anything which is directly or indirectly contrary to the terms of this Agreement. Whenever possible, each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 12

MISCELLANEOUS PROVISIONS

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

12.2 Consortiums. When the Board of Education enters into a consortium or shared teacher agreement, the district shall give written notice to the Association setting forth the Employer designated to administer the employment relationship. If the Association believes the designation is inappropriate, the Employer agrees upon request to meet with the Association to explore alternatives. In no event shall the salary and fringe benefits of a teacher represented by the Association be reduced as a result of a consortium agreement, except in cases of layoff.

12.3 Medical Examinations.

A. The Employer may require a teacher to receive a physical and/or mental examination upon initial employment and for reasonable cause may also require a teacher to receive a physical and/or mental examination:

1. To determine the existence of any condition which might impair the ability of the teacher to properly discharge the teacher's professional duties;
2. To determine the existence of any condition which might be detrimental to the health of the students or other persons.

If the Employer shall require a medical examination, it shall pay the cost thereof provided that the examining physician and/or medical facilities are satisfactory to it.

B. The Employer shall either furnish facilities for T.B. tests or reimburse each teacher for such tests as may be required by law.

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

12.5 Scope. This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the written agreement of the parties. All individual teacher contracts shall be subject to the terms of this Agreement.

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

12.7 Term. This Agreement shall commence as July 1, 1986 and shall continue in full force and effect until June 30, 1989 except as a provision by its express terms extends for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 1986.

KALAMAZOO COUNTY
EDUCATION ASSOCIATION

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

By _____

Its

By _____

Its

By _____

Its

By _____

Its

GULL LAKE COMMUNITY SCHOOLS

SCHEDULE A

Section 1. Salary Schedule: 1986-87

Step	Index	BA Base Salary	Retirement Contribution	Total Basic Compensation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Longevity *				

Step	Index	MA Base Salary	Retirement Contribution	Total Basic Compensation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Longevity *				

Step	Index	MA + 30 Base Salary	Retirement Contribution	Total Basic Compensation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Longevity *				

Step	Index	ED. S Base Salary	Retirement Contribution	Total Basic Compensation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Longevity *				

* A teacher on the longevity step shall receive 2.5% of the B.A. base in addition to the compensation for the top step.

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

1. Basic Salary Computation.

A. Schedule A shall apply for the 1986-87 school year.

B. Basic Compensation Schedule: 1987-88.

1. The Employer shall increase the base salaries by 5.5%, except as reduced by excess premiums as described in B2.

2. Any increase of dental and medical premium costs over 5.5% is shared equally by the Employer and Employee. Employee's share shall be deducted from increase in 5.5% monies applied to base salaries.

C. Basic Compensation Schedule: 1988-89. Subject to the conditions and limitations hereinafter set forth, each Step on the 1986-87 Basic Compensation Schedule shall be adjusted for any change in the value of the dollar as follows:

1. The increase in the cost of living (COLA) shall be determined by Consumer's Price Index for Urban Wage Earners and Clerical Workers - Revised (United States, All Items) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100), hereinafter called the "Index".

2. The increase in the cost of living shall be computed by dividing the Current Index Number (CIN) for May, 1988 by the Base Index Number (BIN) for May, 1987 and subtracting the integer 1 from the quotient, in accordance with the following formula:

$$\text{COLA} = \frac{\text{CIN}}{\text{BIN}} - 1$$

3. The percentage increase in the cost of living, rounded off to the nearest one-tenth, shall be applied to each step on the 1987-88 Basic Compensation Schedule, provided, however, that the percentage increase shall not be less than four (4%) percent or exceed six (6%) percent except as provided and qualified in C3.

4. Any increase in medical and dental premium costs over and above the "COLA" as qualified by C3 is equally shared by the Employer and Employee. Employee's share shall be deducted from increase monies applied to base salaries.

D. Teachers other than those currently on an advanced schedule will be placed in the MA, or MA + 30, or specialized schedule only if the advanced training is in the area of the teaching assignment or if, in the opinion of the Employer, the advanced training is of special value to the individual's teaching responsibilities.

2. Compensation Adjustments.

A. Overload and part-time adjustments should be made as follows:

(1) Elementary part-time teachers shall be paid not less than the regular teacher's salary divided by 1395 for each hour they are regularly required to be at school to perform their professional duties provided that such teachers shall not be deemed to be hourly employees by virtue of this provision. An overload assignment which eliminates a teacher's planning period shall be paid at the same hourly rate.

(2) Middle school and high school teachers shall be paid by dividing the number of periods of assigned instructions by the number of periods in the school day, minus one (1), for each period that they are regularly required to be at school to perform their professional duties.

B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made in accordance with the following schedule, namely:

Hourly = Teacher's salary divided by 1395
 Daily = Teacher's salary divided by 186
 Weekly = Teacher's salary divided by 38

C. An elementary teacher having a split grade (excluding non-graded classes) shall receive an additional amount equal to 2.25% of the BA base per year plus state retirement.

Section 2. Reimbursed Benefits.

1. **Mileage.** Reimbursement for mileage under the provision of Section 4.4 shall be the current IRS rate.

2. **Graduate Credit.** A teacher who has received his permanent or continuing certificate shall be reimbursed at the rate of Thirty Five (\$35.00) Dollars per hour for 1986-87; Forty (\$40.00) Dollars per hour for 1987-88; and Forty-Five (\$45.00) Dollars per hour for 1988-89.

Section 3. Hospital, Medical and Dental Insurance

1. **Benefit Plan.** Subject to the provisions hereinafter set forth, each teacher shall have the right to select either Plan "A" or Plan "B", and all teachers shall receive Plan "C" benefits.

Plan "A": For the life of this Agreement the Employer agrees to pay the full insurance premium for MESSA Super Med II/MESSA Care Rider, other than those termed optional.

Plan "B": The Employer will contribute to each teacher not selecting Plan "A" one of the following:

1) A tax sheltered annuity in the amount of \$750.00 will be made on a quarterly basis.

2) A premium contribution not to exceed the premium contribution for an individual teacher for the purpose 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;
- f. Dependent life insurance;
- g. Any other option which provides health, accident, disability or life protection which may be selected by individual teachers but expressly excluding liability or casualty insurance for motor vehicles, real or personal property, etc.

Plan C: Each teacher shall be provided with the MESSA Delta Dental Program 80-80-80 for the life of the Agreement.

2. Contributions Adjustments.

A. The Employer's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which a teacher last provides professional services except:

1. If a teacher provides professional services for the full school year, the obligation shall terminate June 30; and

2. If a teacher has agreed to return for the next school year, the Employer agrees to continue its insurance contribution, provided, however, that any teacher who is a voluntary quit shall repay to the insurance pool any unearned portion of the premiums so contributed. Any repayment required by this provision shall be determined according to the following formula:

$$\begin{array}{r} \text{(Number of Days} \\ \text{Insured)} \end{array} \quad \begin{array}{r} \text{(Number of Contract} \\ \text{Days Worked X 2)} \end{array} \quad \begin{array}{r} \text{Number of Days} \\ \text{to be Repaid} \end{array} =$$

- B. A teacher paid a cash payment under Plan "B" shall rebate prorata any unearned portion.

3. **Association Cooperation.** The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in the shifting of coverage cast from another employer or double coverage with no reasonable benefit to the insured.

Section 4. **Payroll Deductions.** The Employer shall establish policies for payroll deductions for the Michigan Education Association tax-free annuity program, Michigan Education Association insurance program, School Employees Credit Union, membership dues of the GLEA, the Michigan Education Association, the National Education Association and the United Fund.

GULL LAKE COMMUNITY SCHOOLS

SCHEDULE A

Section 1. Salary Schedule: 1986-87

Step	Index	BA Base Salary	Retirement Contribution	Total Compensation
1	1.00	16,206	810	17,016
2	1.05	17,017	851	17,868
3	1.10	17,827	891	18,718
4	1.15	18,637	932	19,569
5	1.20	19,448	972	20,420
6	1.25	20,258	1,013	21,271
7	1.30	21,068	1,053	22,121
8	1.36	22,041	1,102	23,143
9	1.42	23,013	1,151	24,164
10	1.48	23,985	1,199	25,184
11	1.54	24,958	1,248	26,206
12	1.61	26,092	1,305	27,397
13	1.68	27,227	1,361	28,588
Longevity*		27,632	1,382	29,014

Step	Index	MA Base Salary	Retirement Contribution	Total Compensation
1	1.08	17,503	875	18,378
2	1.14	18,475	924	19,399
3	1.20	19,448	972	20,460
4	1.26	20,420	1,021	21,441
5	1.32	21,392	1,070	22,462
6	1.38	22,365	1,118	23,483
7	1.45	23,499	1,175	24,674
8	1.52	24,634	1,232	25,866
9	1.59	25,768	1,288	27,056
10	1.67	27,065	1,353	28,418
11	1.75	28,361	1,418	29,779
12	1.83	29,658	1,483	31,141
13	1.91	30,954	1,548	32,502
Longevity*		31,359	1,568	32,927

Step	Index	MA + 30 Base Salary	Retirement Contribution	Total Compensation
1				
2				
3				
4	1.29	20,906	1,045	21,951
5	1.35	21,879	1,094	22,973
6	1.41	22,851	1,143	23,994
7	1.48	23,985	1,199	25,184
8	1.55	25,120	1,256	26,376
9	1.62	26,254	1,313	27,567
10	1.70	27,551	1,378	28,929
11	1.78	28,847	1,442	30,289
12	1.86	30,144	1,507	31,651
13	1.94	31,440	1,572	33,012
Longevity*		31,845	1,592	33,437

Step	Index	ED. S Base Salary	Retirement Contribution	Total Compensation
1				
2				
3				
4	1.31	21,230	1,062	22,292
5	1.37	22,203	1,110	22,313
6	1.43	23,175	1,159	24,334
7	1.50	24,310	1,216	25,526
8	1.57	25,444	1,272	26,716
9	1.64	26,578	1,329	27,907
10	1.72	27,875	1,394	29,269
11	1.80	29,171	1,459	30,630
12	1.88	30,468	1,523	31,991
13	1.96	31,764	1,588	33,352
Longevity*		32,170	1,609	33,779

GULL LAKE COMMUNITY SCHOOLS

SCHEDULE B

Extra Responsibility Schedule

Steps	1-3	4-6	7-9	10-+
Clubs*				
High School Science Fair Advisor				
Middle School Cheerleader	2%	3%	4%	5%
High School Assistant Cheerleader				
High School Assistant Tennis				
High School Assistant Cross Country				
High School Assistant Golf				
Assistant Track (Middle School)				
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High School Newspaper*				
Middle School Track	3%	4%	5%	6%
Middle School Baseball				
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Vocal Music				
High School Year Book				
Plays*	4%	5%	6%	7%
Noon-Hour Activities Director				
Middle School Girl's Volleyball				
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Steps	1-3	4-6	7-9	10-+
High School Head Golf				
High School Head Tennis - Boys				
High School Head Tennis - Girls				
Middle School Basketball - Boys	5%	6%	7%	8%
Junior High Band				
Middle School Football				
Senior High Cheerleading				
Assistant High School Volleyball				
Middle School Wrestling				
Middle School Girls Basketball				
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High School Trainer				
Assistant High School Boys Baseball				
Assistant Girl's High School Softball	6%	7%	8%	9%
High School Cross Country				
Assistant High School Track (Boys and Girls)				
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High School Assistant Wrestling	7%	8%	9%	10%
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High School Band				
Assistant High School Football				
Boys High School J. V. Basketball	8%	9%	10%	11%
Freshman Basketball				
Girls' High School J.V. Basketball				
Head High School Volleyball				

Steps	1-3	4-6	7-9	10-+
Head High School Girls' Softball				
Head High School Boys' Baseball	9%	10%	11%	12%
Head High School Track (Boys and Girls)				
Head High School Soccer				

Head High School Football				
Head Boys High School Basketball	12%	13%	14%	15%
Head Girls' High School Basketball				

Head High School Wrestling	10%	11%	12%	13%
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High School Debate			5%	
High School Forensics			5%	

Middle School Intramurals			1.51%	
High School Intramurals			3.02%	
Department Chairman			3.02%	

Drivers Education				\$12.00 per hour plus state retirement
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1. Payment for extra responsibility assignments shall be on the basis of years of service in the sport or activity rather than years of teaching experience. Percentages shall be applied to Step "1" of the Base Salary Column for the bachelors or masters schedule (Schedule "A"). State retirement shall be paid by the Employer in addition to the scheduled compensation.
 2. With the approval of the Employer secured prior to September 15 of each school year, the sponsor of any club which is curriculum oriented and not already included in the extra responsibility schedule shall receive payment for the performance of such club duties.

3. The Employer shall have the right, but shall not be required to pay compensation in addition to the scheduled compensation. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit. None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit. A teacher shall not have tenure in any assignment and assignments shall be made or terminated for reasons satisfactory to the Employer.

*If classroom time is allotted for these responsibilities, the salary will be reduced 1% of each step unless it is 2%.

GULL LAKE COMMUNITY SCHOOLS

SCHEDULE C

Calendar 1986-87

August 22	New teachers report
August 25	All teachers report
August 26	1st day of school
September 1	Labor Day - no school
November 27 - 28	Thanksgiving Recess
December 22 - January 2	Winter Recess
January 16	End of 1st semester No Students (If no snow days prior to winter recess)
February 27 - March 2	Contingency Days (No school if no snow days through February 13)
April 17 - April 24	Spring Break
June 9	Last day for students (If no snow days are to be made up)
June 10	Last day for teachers (If no snow days are to be made up)