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6/30/2002

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**GULL LAKE COMMUNITY SCHOOLS**

**and**

**KALAMAZOO COUNTY EDUCATION ASSOCIATION**

**July 1, 1999 - June 30, 2002**

*Gull Lake Community Schools*

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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, school psychologists, school social workers and librarians employed by the Employer for the regular school term but excluding: substitutes, supervisory and administrative personnel, including, but not limited to, the superintendent, assistant superintendents, business manager, principals and assistant principals, the position of athletic director and all employees who devote 50% or more of their time to administrative assignments.

## ARTICLE 2

### MANAGEMENT RIGHTS

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

- a. To the executive management and administrative control of the school system and its properties and facilities;
- b. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, including extracurricular duties, to employees; determine the size of the work force and to lay off employees;
- c. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;

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

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

### ARTICLE 3

#### AGENCY SHOP

1.1 Except as provided in Section 1.7 below, each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later: (a) join the Association and pay Membership Dues; or (b) pay a Service Fee to the Association; or (c) pay an amount equivalent to the Service Fee to the Gull

Lake Foundation. The Teacher may authorize payroll deduction for such membership dues, service fees or equivalent amounts for payment to the Gull Lake Community Foundation.

**1.11** In the event that a Teacher opting to pay a Service Fee to the Association does not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to M.C.L.A. 408.477, M.S.A. 17.277(7), and at the request of the Association, deduct the service fee from the Teacher's wages and remit the same directly to the Association, pursuant to the following procedures:

- a. The Association shall notify the Teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the Teacher that a request for involuntary wage deduction may be filed by the Association with the Employer in the event compliance is not effected.
- b. If the Teacher fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make an involuntary wage deduction pursuant to Section 1.11 of this Article.
- c. The Employer, upon receipt of request for involuntary deduction, shall provide the Teacher with an opportunity for a due process hearing provided that the teacher requests the hearing within ten (10) days of the teacher's receipt of the notice from the Association in 1.11a, above. This hearing shall address the question of whether or not the Teacher has remitted the service fee to the Association or authorized payroll deduction of same. The Association shall be a participant in this hearing.

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

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

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

**1.2** Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Employer, in accordance with applicable statutory provisions.

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

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

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

The Association agrees, upon request from the Employer, to provide the Employer for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures". The Association further agrees to certify to the Employer that the Association and its affiliates have complied with the above policy and administrative procedures prior to requesting enforcement by the Employer of the service fee obligation contained in this Article. It is understood that the only enforcement mechanism for remittance of service fees created by this Agreement is the involuntary wage deduction procedure set forth in Section 1.1 of this Article.

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

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

1.8 The Association agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the Employer in reliance upon or in compliance with the terms and provisions of this Article. In addition, the responsibility to refund to Teachers amounts erroneously deducted from their

salaries pursuant to salary deduction authorizations shall lie solely with the Association. The Association agrees to reimburse any Teacher for the amount of any dues or service fee deductions which is by error in excess of the proper deduction, and agrees to hold the Employer harmless from all claims of excessive dues or service fee deductions.

## ARTICLE 4

### WORKING CONDITIONS

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

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

- A. The number of teacher work days designated on the calendar(s) in Schedule C of this Agreement. There shall be 187 teacher work days for the 1999-2000 school year and 188 teacher work days for the 2000-2001 school year.
- B. A Christmas-New Years break.
- C. A spring break.
- D. Two (2) days orientation/professional development for new teachers at the beginning of the work year and one (1) day for other teachers. Beginning with the 2000-2001 school year new teachers will have three (3) days of orientation/professional development.
- E. Two (2) days for records.
- F. Student conferences.
- G. Professional development days as designated on the calendar(s) in Schedule C of this Agreement necessary to satisfy statutory standards and to promote growth in the teacher's job performance.
- H. Not less than one hundred eighty (180) student days and the number of student contact hours required under the Revised School Code and the State School Aid Act for the Employer to receive full state aid.
- I. The last day of school shall consist of one (1) full day of professional duties for teachers, but only one-half (½) day for students.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. After consultation with the Association, the Employer shall prepare a calendar for the work year which strictly conforms to the guidelines herein above set forth. The calendar for the school year 1999-2000 is found in Schedule C of this Agreement.

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

**4.21 K-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 involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Revised School Code and the State School Aid Act.

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

- B. Two Hundred Fifty (250) minutes per week for preparation. Preparation time shall not be counted as instruction or related duty time for purposes of applying ¶A, above.
- C. A duty free lunch period of thirty (30) minutes each day.

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

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

- B. One (1) preparation period for each day of instruction. Preparation periods shall not be counted as instruction or related duty time for purposes of applying ¶ A, above.
- C. A duty free lunch period of thirty (30) minutes each day.

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

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

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

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

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

Classes	Average Class Size
Y-5	15-17
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.

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

- A. The grade and subject matter.
- B. The teaching methodology.
- C. The physical, intellectual and emotional level and distribution of the students.
- D. The training and experience of the teacher.
- E. The quantity, quality, and type of physical facilities, teacher aids and other personnel available.
- F. Avoidance of busing.
- G. 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 and second mainstreamed student as one pupil each and each succeeding mainstreamed student as two pupils, when applying the average class size guidelines.

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

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

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

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

1. It is necessary that job share participants share a common instructional style, academic expectation, a common approach to discipline, and the ability to share a physical space. With these facts in mind, all requests for job sharing shall be subject to approval by the Superintendent.
  - a. Because of the additional staff members, job sharing will be limited to no more than two partnerships in each building.
  - b. Job sharing partnerships must be developed with the cooperation and approval of the building principal.
2. A job share requires that teachers communicate on a daily basis about class progress, student behavior, homework, etc. Some time overlap may be needed to accommodate this communication.
3. Hours for job sharing teachers will be shared in an am/pm fashion, or on alternate days when approved by the Employer. To facilitate the shared teacher concept and to maintain equal responsibility it may be desirable for both teachers to be present to work on some full days. Examples of such days are the first and last day of school the first and last day of the teacher's work year. The specific scheduling of a job sharing partnership must be developed with and approved by the principal. These days will be paid at the per diem rate. Other specific job sharing schedules may be approved by the principal. These will be paid at a per diem rate.
4. Consistent with current practices, staff meetings, I.E.P.C.s, team meetings, and committee work are important aspects of a teacher's professional responsibilities. Both job sharing teachers must attend these meetings, unless excused by the principal.
5. All parent contact sessions, such as open houses, must be attended by both teachers, or as assigned by the principal.
6. For the continuity of instruction, in the event of an absence, the other teacher will be called first to substitute and must assume this responsibility if possible. This substituting will be for the regular rate of substitute pay. If either teacher

requests an extended leave, the paired teacher is expected to assume full-time responsibility if at all possible. This would be at regular per diem pay.

7. Both teachers will share the budget, capital outlay, furniture, etc. that would normally be assigned to one teacher.
8. Teachers will be paid at the rate of 50% of a full-time contract and will advance one full step on the salary schedule for every year of job sharing.
9. It is not possible for the Employer to provide any rights to future job assignment other than those specified by the collective bargaining agreement in which teachers may bid to posted job openings.
  - a. When a job share arrangement expires, both teachers will exercise rights to bid on full-time job openings, if they are available. The assignment and staff reduction provisions of this Agreement shall prevail.
  - b. Neither teacher has any inherent rights to supplies, room assignments, furniture, etc.
10. A job sharing arrangement will be terminated at the end of a school year, but may be renewed for the succeeding school year by request of the job share participants and approval by the Superintendent.
11. Special classes will be scheduled as equally as possible.
12. Fringe benefits are as described in the Collective Bargaining Agreement for part-time employees.
13. Additional provisions may be agreed to by the paired teachers with the approval of the administration and the Association.

## ARTICLE 5

### PROFESSIONAL ASSIGNMENTS

- 5.1 Assignment Objectives.** The parties recognize the desirability of:
- A. Placing each 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:

**5.11 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.

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

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

**5.13 Assignment Requests.** An assignment request shall:

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

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

**5.14 Assignment Procedure.**

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

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

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

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

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

- A. Notify the Employer of the name of the 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.

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

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

- A. All days and hours not made up on records day or contingency days shall be rescheduled on the first day after the regularly scheduled final day of pupil instruction of the school year, as designated on the school calendar. The balance of the school calendar, including all teacher work days, shall be adjusted accordingly so that all work days on the calendar are fulfilled.
- B. Each rescheduled day shall be a full day of rescheduled classes unless the canceled day was a regularly scheduled one-half day.
- C. When a school day is canceled teachers may be required to report to work. If required to report for more than 187 (188 days, effective with the 2000-2001 school year) days, teachers will be compensated 1/187, (1/188 effective with the 2000-2001 school year) of their pay for each additional day.
- D. Scheduled days and hours of instruction which are not held due to the above conditions will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Employer to receive full pupil membership allowances and categorical appropriations. Teachers will receive their regular pay for days and hours that are canceled but shall work the rescheduled days and/or hours without additional compensation.

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

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

**5.31 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 as well as the application of this Agreement in the context of the contemplated staff reduction, in accordance with Section 5.7 of this Article.

**5.4 Layoff Procedure.** Layoffs 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.

**5.5 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 indefinite layoff who is certified and qualified for a vacant position. The Employer shall have no obligation to post a vacant position which may be filled through the recall of a teacher on temporary or indefinite layoff. The Employer shall notify the Association of openings which are to be filled through recall under this provision.
- B. It shall be the responsibility of each teacher to notify the Employer of any change in address. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at the teacher's last known address.

The obligation to rehire a teacher who has been laid off shall terminate if the teacher fails to return to work at the time specified or if the teacher is not recalled within 3 years following such layoff.

**5.6 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.

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

The teacher shall provide written notice to the District of any change to his/her certificates, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon, or a grade level certification appearing on the certificate.

- 2. Is "qualified" to teach all of the subjects of the position to be filled. "Qualified" shall mean that the teacher:

- a. Meets the North Central accreditation standards pertinent to the position to which the teacher is assigned; and
  - b. Possesses the following academic credentials:
    - (1) A major in the subject area, or
    - (2) A minor in the subject area and has taught the subject within the prior three (3) years.
3. For the purpose of layoff, the areas which a teacher is certified and qualified to teach shall be those areas on file at the District's central office as of the date that the Employer adopts the formal resolution to institute layoffs.

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

- 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 and time of day as stated on their contract (for employees hired prior to July 1, 1999) starting with the individual employee with the greatest amount of seniority at the top of the list.

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

- 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.

**5.7 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 6

### COMPENSATION AND BENEFITS

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

- A. A teacher 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 also rendered professional services for more than sixty (60%) percent of the teacher work days in that school year.
- B. 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. The determination shall be made by the Board of Education and shall be subject to the Labor Management Contract Enforcement Procedure.
- C. Recognition of academic advancement for purposes of salary schedule placement shall be made at the beginning of the first semester following the submission by a teacher of proper verification of such advancement.

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

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

**6.4 Mileage.** A teacher may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed 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.

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

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

**6.7 Graduate Credit.** A certified teacher shall be entitled to receive reimbursement at a rate not to exceed \$95.00 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 -or- taken toward completion of an additional teaching certificate endorsement where the additional endorsement would be of probable advantage to the District (undergraduate level credit may be approved under this option only by the Employer).
- 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 thirty (30) days following the completion of the course or the receipt of the course grade, whichever is later, but in no event after the teacher has ceased to render professional services for the Employer.

**6.8 Severance Benefit.** A teacher who has completed twenty (20) years of employment with the Employer shall upon death prior to separation due to resignation or upon submitting a resignation to be effective at the end of a school year, be entitled to receive payment of one-half (1/2) of the teacher's unused sick days at the time of termination of employment. The rate of pay for these days shall be the per diem rate for that teacher on the effective date of his/her resignation or the date of the death, as is applicable.

Any teacher who is eligible for the severance benefit shall file a written designation with the Employer indicating to whom the severance benefit shall be paid in the event of the eligible teacher's death prior to resignation.

This provision shall give no vested right to any teacher to terminal pay or to other severance or retirement benefits. The right of a teacher to any such payments or benefits shall be governed by the provisions, if any, set forth in the Collective Bargaining Agreement in the year of the teacher's separation from employment

## ARTICLE 7

### AUTHORIZED ABSENCE

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

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

A. Sick leave may be used for:

1. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
2. Any communicable disease which would be hazardous to the health of students or other employees.
3. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.
4. The death of a member of the immediate family. Such leave shall be limited to the use of five (5) days per year from sick leave accumulated from a prior year.

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.

5. The serious health condition of a member of the immediate family when and to the extent that the teacher's presence is needed to care for that individual. Such leave shall be limited to five (5) days per school year charged against the teacher's accumulated sick leave, for members of the "immediate family", as defined immediately above, with the exception of the teacher's child, spouse or parent. In the event that the teacher's child, spouse or parent has a serious health condition and the teacher's presence is needed to care for that individual,

the teacher or the Board may elect to substitute the teacher's accumulated sick leave for each day of such absence to the extent of the teacher's eligibility for leave under the Family and Medical Leave Act for the latter purposes. Nothing in this provision shall require the Board to grant additional paid leave to a teacher, for any of the above purposes, beyond the sick leave that the teacher has accumulated.

- B. Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay, which leave may accumulate to one hundred (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, except as is otherwise provided in Article 6.8 of this Agreement. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date. Any such amounts shall be deducted from the teacher's wages or other amounts due the teacher at separation.
- D. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence (except as is otherwise permitted by the Family and Medical Leave Act), laid off, or otherwise not regularly providing services to the District.
- E. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of *either* the Employer or the teacher. This shall apply to:
  - (1) Sick leave which is utilized pursuant to ¶ 7.1A(5) this Article to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
  - (2) Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.

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

eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations.

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

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

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

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

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

- A. No more than three teachers in the District may be granted such a leave in one school year.
- B. A teacher wishing sabbatical leave must prepare a request and submit an outline of plans to the Employer. The Employer shall reply to the request within 30 days following submission of the written proposal.
- C. Salary during sabbatical leave shall be established by the Employer and be not more than 75% of an employee's contractual salary, provided that such sum shall not be in excess of any amount permitted by law. Any other salary or fees earned by the teacher as a direct benefit of the sabbatical leave or for work done in connection with or made possible with such leave, together with such sabbatical compensation provided by the Employer, shall not exceed the full amount of the salary the teacher would have received if on active staff status.  
  
In the event the teacher's combined income exceeds the salary he/she would have received under this Agreement had leave not been taken, then the compensation paid by the Employer under this provision shall be reduced by that entire excess amount.
- D. Premiums for insurance benefits during sabbatical shall continue at Board expense on the same basis as the teacher would have enjoyed if on active staff status.
- E. A teacher who takes a sabbatical leave further agrees to teach in Gull Lake Community Schools for two years following such leave or refund the salary received while on leave.
- F. A teacher shall be guaranteed the same or a comparable position upon return, and shall be given credit on the salary and seniority schedule for the period of the sabbatical.
- G. With the Board's permission, a teacher will have the opportunity to extend the sabbatical an additional year.
- H. No teacher will be permitted more than one paid sabbatical.

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

Requests will be reviewed by the administration and may be approved if judged to be of value to the District. Following the leave, the District will return the teacher to the position held immediately prior to the leave, or will enter into an agreement about placement before the teacher begins the leave. All other details will be subject to negotiation by the teacher, and representatives of the Employer and the Association.

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

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

**7.5 Special Leaves.** The Employer may grant a leave of absence on its own motion, or upon the request of a teacher for reasons of general health, child care 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. In the event that a request for a leave is denied, the teacher shall have a right of written appeal to the Board through the Assistant Superintendent. Such an appeal shall be in writing with a copy to the Association.

## **7.6 Leave Administration.**

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

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

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

## **ARTICLE 8**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

- A. The use of the school buildings at reasonable hours for meetings, provided, that when special custodial or other services are required, the Employer may make a reasonable charge therefor and provided, further, that no such use shall interfere with the primary educational use of the facilities.
- B. The use of teacher mail boxes, a designated bulletin board in each building, and the public address system for the purpose of giving notice of meetings, recreation, and social events, elections, the results of elections and related matters.
- C. The use of school equipment, including typewriters, duplicating equipment, addition 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.

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

- A. It will not bar any teacher from membership because of age, race, creed, sex, marital status or national origin, and will permit every teacher to freely join or refrain from joining the Association.
- B. It will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the United States or Michigan Constitution or by applicable federal or state law.
- C. It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slowdown, or deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of employment. If the provisions of this section are willfully breached by the Association or by the KCEA, it agrees to pay the Employer actual damages.
- D. It will use its best efforts to correct breaches of professional performance of conduct, including, but not limited to, failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges and chronic tardiness or absenteeism.

## ARTICLE 9

### TEACHER RIGHTS AND RESPONSIBILITIES

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

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

- A. Word Processing 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 closet for apparel and telephone facilities.

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

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

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

**9.15 Student Discipline.** Subject to applicable laws and regulations.

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

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

## ARTICLE 10

### PROFESSIONAL GROWTH AND PERFORMANCE

**10.1 Professional Standards and Sanctions.**

**10.11 Professional Standards.** The parties recognize that it is not desirable to interfere with the private and personal conduct of a 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/her professional responsibilities places an unfair burden on other members of the faculty, detracts from the delivery of educational and related services to students, and makes more difficult the achievement of the educational goals of the District. Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each teacher, it is recognized that the responsibilities include the following:

**10.111 General Competence.** Teachers shall maintain such levels of professional competence as may be required to successfully discharge their professional responsibilities which are within the scope of their certification and qualifications. The standards of competence shall minimally be consistent with criteria developed under the Teachers' Tenure Act: (1) knowledge of the subject(s) instructed; (2) ability to implement effective teaching techniques and strategies; (3) ability to effectively manage students; (4) ability to establish and maintain successful and effective relationships with students, parents/guardians, other teachers and administrators. It is understood that these competency standards are intended to apply to instructional performance and are not applicable to misconduct situations of a disciplinary nature, the standards for which are addressed separately in Article 9.6 of this Agreement. Performance issues related to the teacher's mental and/or physical ability will be handled in accordance with Article 14.3 of this Agreement.

**10.112 Preparation for Professional Assignments.** Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of 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.

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

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

reasonably been anticipated or avoided, and shall promptly advise the Employer of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Employer.

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

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

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

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

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

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

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

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

The Employer, in recognition of the concept of remediation and correction of deficient instructional performance, shall in appropriate cases (i.e. those cases involving questions of

instructional competency in distinction to situations involving misconduct), notify the teacher in writing of alleged delinquencies, specify expected correction, and establish a reasonable period for correction. Any teacher who believes that he/she 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.

## **10.2 Employee Performance.**

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

**10.211 Evaluation Objectives.** The primary purposes of evaluation shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties, to remediate deficient instructional performance, and to provide a basis for making employment decisions which are predicated upon a teacher's instructional competency and proficiency.

**10.212 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.

**10.213 Evaluation Procedure.** Each formal evaluation shall be in writing and shall be based on a minimum of two classroom observations of at least twenty (20) consecutive minutes per observation, conducted with the full knowledge of the teacher. A post-observation conference shall be held within ten (10) days after the second formal observation supporting an evaluation. A tenure teacher and the evaluator may agree to waive this post-observation conference, unless the tenure teacher is on an IDP. The teacher shall have the right to have an Association representative present.

A preliminary copy of the form evaluation resulting from the observations shall be given to the teacher at or prior to an evaluation conference which shall be held within ten (10) days after the second observation supporting an evaluation. If changes are made to the preliminary copy of the performance evaluation, a final copy shall be given within ten (10) days after the evaluation conference.

If the work of the teacher is not satisfactory, the evaluator shall identify the deficiencies and identify specific improvement objectives. This shall include, but shall not be limited to, implementation and revision of Individualized Development Plans.

If the 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.

**10.214 Evaluation Frequency.** A probationary teacher employed for the full school year shall be evaluated at least twice during that school year. The first evaluation shall occur prior to the

end of the first semester and the second evaluation shall occur prior to the end of the school year. Where a probationary teacher begins employment after the commencement of the school year, appropriate adjustment will be made in the evaluation cycle. A tenured teacher shall be formally evaluated at least once each three (3) years.

**10.215 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.

**10.216 Program of Assistance/Individualized Development Plans.** All probationary teachers shall be issued an Individualized Development Plan, to the extent required by the Teachers' Tenure Act. The IDP shall be revised, as is necessary, if the performance of the probationary teacher is not satisfactory. A tenure teacher shall be placed on an Individualized Development Plan 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.

An Individualized Development Plan shall contain at least the following:

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

An Individualized Development Plan for a tenure teacher shall normally have a duration of not less than ninety (90) days but will not exceed 180 days. The IDP for a tenure teacher may be extended by mutual agreement or a new program may be initiated. The Employer may provide that a teacher shall not be entitled to receive any increase in compensation until the teacher has satisfactorily completed the IDP, provided that a teacher shall have the right to a hearing before the Board of Education prior to the making of any such 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.

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

- A. A teacher shall have the right to review the contents of his/her personnel file upon reasonable prior request. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. 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/her personnel file which adversely reflect on the character of the teacher's professional services. Within ten (10) days following notification of the Employer's intention to insert such material in his/her personnel file, the teacher shall have the right to insert in his/her file a written statement (or other relevant material) concerning such material.

## ARTICLE 11

### LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE

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

#### **11.2 Definitions.**

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

#### **11.3 Hearing Levels.**

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

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

- A. An identification of the claimant(s);
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;

- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

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

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

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

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

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

- A. Upon receipt of a written request to submit the claim to a hearing officer, the Employer and the Association shall consult as to the selection of a hearing officer who shall serve as arbitrator. If, within five (5) days after receipt of the request to submit, the parties are unable to mutually agree to a hearing officer of their own choosing, the party requesting the hearing will contact the American Arbitration Association (Detroit office) to initiate the hearing officer selection process, in accordance with its Labor Arbitration Rules.
- B. Once the hearing officer is selected, the hearing will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association, provided that:

1. The hearing officer shall not have the authority to vary the terms of the Agreement.
  2. The hearing officer shall render his/her written decision within thirty (30) days from the conclusion of the hearing.
  3. The parties may agree to an expedited hearing by mutual consent.
- C. Either party shall have the right, within fifteen (15) days from the receipt of the decision of the hearing officer, to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the hearing officer shall be binding.

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

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

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

#### **11.4 General Provisions.**

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

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

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

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

## ARTICLE 12

### NEGOTIATIONS

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

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

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

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

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

## ARTICLE 13

### DEFINITIONS AND INTERPRETATIONS

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

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

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

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

**13.131** Where a member of the Association's bargaining unit occupies a bargaining unit position that does not come within the coverage of the Teachers' Tenure Act (e.g. School Social Worker, School Psychologist) that person shall be regarded as a "probationary" teacher, for purposes of this Agreement only, during the first four (4) full school years of his/her employment with the Employer and shall thereafter be regarded, for purposes of this Agreement only, as a "tenure" teacher. These designations are made solely for the purpose of facilitating the administration of this Agreement as regards those bargaining unit members who do not fall within the coverage of the Teachers' Tenure Act as either probationary or tenure teachers. Nothing in this provision shall be interpreted or applied to confer any tenure rights or status, either substantive or procedural, under the Teachers' Tenure Act, upon any bargaining unit member.

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

**13.2 Individual Contracts.** All individual teachers' contracts shall be subject and subordinate to the provisions of this Agreement 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.

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

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

## ARTICLE 14

### MISCELLANEOUS PROVISIONS

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

**14.2 Consortia and Shared Teaching Agreements.** When the Employer enters into a consortium or shared teacher agreement, which involves the assignment of work that has been performed by the bargaining unit, the Employer shall give written notice to the Association setting forth the employer of record designated to administer the employment relationship. If the Association believes the designation is inappropriate, the Employer agrees upon request to meet with the Association to explore alternatives. In no event shall the salary and fringe benefits of a teacher represented by the Association be reduced as a result of a consortium agreement, except in cases of layoff.

**14.3 Medical Examinations.**

- A. The Employer may require a teacher to receive a physical and/or mental examination following a conditional offer of employment and for reasonable cause may also require a teacher to receive a physical and/or mental examination:

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

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

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

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

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

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

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

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

#### **14.8 Drug Prevention Program.**

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

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

**14.83 Disciplinary Action.** Disciplinary actions will be taken in accordance with Article 11 and Article 9.16 and Article 10.12 of this Collective Bargaining Agreement.

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

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

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

ARTICLE 15

DURATION OF AGREEMENT

**Term.** This Agreement shall commence July 1, 1999 and shall continue in full force and effect until June 30, 2002 except as a provision by its express terms extends for a longer period.

**Reopener.** The 2000-2001 and 2001-2002 School Calendars shall be subject to a reopener for each of those academic years. Additionally, wages and insurance (Schedule A) shall be the subject of a reopener for the 2001-2002 school year, the final year of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of  
December 13, 1999.

KALAMAZOO COUNTY EDUCATION  
ASSOCIATION

By: Karen Burns

Its: President

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

By: Murray M Coyle

Its: President, Board of Education

## SCHEDULE A

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

### **Section 1. Basic Salary Computation.**

A. Basic Compensation Schedule: 1999-2000. Schedule A-1 shall apply for the 1999-2000 school year, with the understanding that the Longevity II step applies at 23 years of service. Schedule A-1 for the 1999-2000 school year shall reflect an increase of 3.0% over Schedule A-1 for the 1998-1999 school year. Schedule A-1 for the 2000-2001 school year shall reflect an increase of 3.0% over Schedule A-1 for the 1999-2000 school year. Schedule A-1 for the 2001-2002 school year shall be part of an economic reopener as is referenced in Article 15 of this Agreement.

B. 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.

C. Regular and part-time classroom teachers who are used as substitute teachers during their planning times will be compensated, at the discretion of the building administrator, by one of the following options:

1. The teacher shall receive not less than the teacher's regular salary divided by 1402.5 for each hour they are required to provide professional duties.
2. The teacher will receive planning time equal to the time the teacher sacrificed by serving as a substitute. This planning time must be provided within one week of the teacher being used as a substitute or Option 1 must be used to compensate the teacher.

### **Section 2. Compensation Adjustments**

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

- 1) Elementary part-time teachers shall be paid not less than the regular teacher's salary divided by 1402.5 for each hour they are regularly required to be at school to perform their professional duties provided that such teachers shall not be deemed to be hourly employees by virtue of this provision. An overload assignment which eliminates a teacher's planning period shall be paid at the same hourly rate.
- 2) Middle school and high school teachers shall be paid by dividing the number of periods of assigned instructions by the number of periods in the school day, minus one (1), for each period that they are regularly required to be at school to perform their professional duties.

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

Hourly	=	(Teacher's salary) divided by (the number of teacher work days times 7.5 hours per work day).
Daily	=	(Teacher's salary) divided by (the number of teacher work days).
Weekly	=	(Teacher's salary) divided by (the number of teacher work days divided by 5).

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

### Section 3. Reimbursed Benefits.

A. **Mileage.** Reimbursement for mileage under the provision of Section 6.4 shall be the current IRS rate.

### Section 4. Hospital, Medical and Dental Insurance.

A. **Benefit Plan.** Subject to the provisions hereinafter set forth, each teacher shall have the right to select either Plan "A" or Plan "B". For the life of this Agreement the Employer agrees to pay the full insurance premium for MESSA-PAK Plan "A" or Plan "B" including the MESSA SUPER CARE 1 deductible. Effective with the ratification of the 1999-2001 Agreement, the health plan specifications shall not include coverage for services which the Employer is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

Plan "A": For employees needing health insurance.

SUPER CARE 1 (effective 7-1-00 this Plan shall have a \$5.00 prescription co-pay)

Long Term Disability 66 2/3%  
\$5,000 maximum  
100 calendar days - modified fill  
Freeze on offsets  
Alcoholism/drug addiction - 2 year  
Mental/nervous - 2 year

Delta Dental	E 007 (80/80/80: \$1,300) with sealants and 4 cleanings per year
Negotiated Life	\$40,000 AD&D
Vision	VSP-2

The deductible will be paid in the month of February during each year of this Agreement. Bills accumulated between January-December of the immediately preceding calendar year must be submitted by January 31 annually.

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

Delta Dental	Auto + 008 (100:90/90/90: \$1,500) with sealants and 4 cleanings per year
Vision	VSP-3
Negotiated Life	\$50,000 AD&D
Long Term Disability	66 2/3% Same as above
Cash Option (pursuant to Section 125 Plan election)	\$1,500/year

**B. Contributions Adjustments.**

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

(Number of Days Insured)

(Number of Contract - Days Worked x 2)

Number of Days = to be Repaid

- 2) A teacher paid a cash payment under Plan "B" shall rebate pro rata any unearned portion.
- 3) The Employer's obligation to provide health insurance benefits to a disabled employee shall terminate one year after the employee was placed on disability leave.

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

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

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

Schedule A-1  
GLEA 1999/2000 rates (187 days)  
(Note: Increased by 3.00%)

BA		
Step	Index	Amount
1	1.000	26,373
2	1.050	27,692
3	1.100	29,010
4	1.150	30,329
5	1.200	31,648
6	1.250	32,966
7	1.300	34,285
8	1.360	35,867
9	1.420	37,450
10	1.480	39,032
11	1.540	40,614
12	1.610	42,461
13	1.680	44,307
Long I	1.705	44,966
Long II	*	46,466

MA +30 hours		
Step	Index	Amount
1		
2		
3		
4	1.31	34,549
5	1.37	36,131
6	1.43	37,713
7	1.50	39,560
8	1.57	41,406
9	1.64	43,252
10	1.72	45,362
11	1.80	47,471
12	1.88	49,581
13	1.97	51,955
Long I	1.994	52,588
Long II	*	54,088

MA		
Step	Index	Amount
1	1.080	28,483
2	1.140	30,065
3	1.200	31,648
4	1.260	33,230
5	1.320	34,812
6	1.380	36,395
7	1.450	38,241
8	1.520	40,087
9	1.590	41,933
10	1.670	44,043
11	1.750	46,153
12	1.830	48,263
13	1.920	50,636
Long I	1.945	51,295
Long II	*	52,795

ED.S.		
Step	Index	Amount
1		
2		
3		
4	1.33	35,076
5	1.39	36,658
6	1.45	38,241
7	1.52	40,087
8	1.59	41,933
9	1.66	43,779
10	1.74	45,889
11	1.82	47,999
12	1.90	50,109
13	1.99	52,482
Long I	2.018	53,221
Long II	*	54,721

\*Longevity II is effective at 23 years. The amount is 1,500

Schedule A-1  
GLEA 2000/2001 rates (188 days)  
(Note: Increased by 3.00%)

BA		
Step	Index	Amount
1	1.000	27,164
2	1.050	28,522
3	1.100	29,880
4	1.150	31,239
5	1.200	32,597
6	1.250	33,955
7	1.300	35,313
8	1.360	36,943
9	1.420	38,573
10	1.480	40,203
11	1.540	41,833
12	1.610	43,734
13	1.680	45,636
Long I	1.705	46,315
Long II	*	47,815

MA+30 hours		
Step	Index	Amount
1		
2		
3		
4	1.31	35,585
5	1.37	37,215
6	1.43	38,845
7	1.50	40,746
8	1.57	42,647
9	1.64	44,549
10	1.72	46,722
11	1.80	48,895
12	1.88	51,068
13	1.97	53,513
Long I	1.994	54,165
Long II	*	55,665

MA		
Step	Index	Amount
1	1.080	29,337
2	1.140	30,967
3	1.200	32,597
4	1.260	34,227
5	1.320	35,856
6	1.380	37,486
7	1.450	39,388
8	1.520	41,289
9	1.590	43,191
10	1.670	45,364
11	1.750	47,537
12	1.830	49,710
13	1.920	52,155
Long I	1.945	52,834
Long II	*	54,334

ED.S.		
Step	Index	Amount
1		
2		
3		
4	1.33	36,128
5	1.39	37,758
6	1.45	39,388
7	1.52	41,289
8	1.59	43,191
9	1.66	45,092
10	1.74	47,265
11	1.82	49,438
12	1.90	51,612
13	1.99	54,056
Long I	2.018	54,817
Long II	*	56,317

\*Longevity II is effective at 23 years. The amount is 1,500

**SCHEDULE B**

**Extra Responsibility Schedule**

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

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

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

<u>PERCENT</u>	<u>ACTIVITY</u>
5.5%	H.S. Debate
5.5%	H.S. Forensics
4.0% pr/semester	Weight Room Supervisor
3.02%	H.S. Intramurals
1.51%	M.S. Intramurals

FIXED  
RATES

ACTIVITY

\$250.00	Mentor Teachers
\$250.00	7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> , and 12 <sup>th</sup> grade class advisor
\$21.00/hour (\$22.00 2000-01 \$23.00 2001-02)	Driver education instructor
\$100.00 or /1 Comp Day Per Year	5 <sup>th</sup> Grade Camp Instructors

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

Written pre-approval by the Superintendent for District Leadership Team or Curriculum Instruction Assessment Planning Committee work beyond the 40 hour work week during the school year shall be compensated at \$11.50 per hour.

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

Written pre-approval by the building administrator for Child Study Caseworker outside of the regular teacher work day and beyond the 40 hour work week shall be compensated at \$11.50 per hour.

1. 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.
4. Compensation for performance of Schedule B duties will be increased by a pro-rated amount for each week or fraction thereof that the season extends beyond the last regular season contest.

None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit. A teacher 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.

**GULL LAKE COMMUNITY SCHOOLS  
1999-2000 SCHOOL CALENDAR**

August 18	New Teachers Report
August 19	All Teacher Professional Development Day* (Full Day)
August 20	All Teacher Regular Start Day (Teachers' Preparation Day)
August 23	Half Day for Students (AM), Professional Development Day (PM) (3 hours)
August 24	First Full Day for Students
September 6	Labor Day, No School
October 22	End of First Marking Period
November 3	Conference Week, Full Day Students, All Building Conferences 5-8 PM
November 4	Conference Week, No School for Students, All Building Conferences 9-12 AM, 1-4 PM, 5-8 PM
November 5	No students, Professional Development available (AM only, 3 hours)
November 25-26	Thanksgiving Holiday, No School
December 20-31	Holiday Break
January 3	School Resumes
January 12	Half Day for Students (AM), Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development available 3 hours)
January 13	Half Day for Students (AM), Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development available 3 hours)
January 14	Half Day for Students (AM), Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development available 3 hours)
	End of First Semester
January 17	Teachers' Records Day, No School for Students, Teachers' Work Day
January 18	Start of Second Semester
March 17	End of Third Marking Period
March 22	Conference Week, Full Day Students, All Building Conferences 5-8 PM
March 23	Conference Week, Half Day Students (AM), Conferences 1-8 PM (HS and MS), Conferences 2-9 PM (Elementary and Intermediate)
March 24	No School for Students and Teachers
March 27-31	Spring Break, No School
April 12-26	Metropolitan Achievement Testing (Tentative)
April 21	No Students Half Day Professional Development available (AM only, 3 hours)
May 29	Memorial Day (Observed), No School
May 30	Half Day for Students, Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development Available, 3 hours)
May 31	Half Day for Students (AM), Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development Available, 3 hours)
June 1	Half Day for Students (AM), Secondary Exams (AM), Teachers' Work Day (PM) (Professional Development Available 3 hours)
June 2	Teachers' Records Day, Last Day for Teachers (full day)

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- Child care will be provided for teaching staff children (4 years of age and older) during Full Days of Professional Development opportunities.
- OPTION: Two graduate credit hours may be earned by attending required Professional Development opportunities (required 30 contact hours)
- November 5 and April 21 are not obligatory teacher work days but professional development activities that will be provided.
- During winter and spring exam periods, teachers will work full days but may opt to attend district sponsored professional development in the afternoon.

**LETTER OF AGREEMENT**  
between  
**GULL LAKE COMMUNITY SCHOOLS**  
and  
**KALAMAZOO COUNTY EDUCATION ASSOCIATION/  
GULL LAKE EDUCATION ASSOCIATION**

This Letter of Agreement is entered into between the Gull Lake Community Schools Board of Education (the "Board") and Kalamazoo County Education Association/Gull Lake Education Association (the "Association") as a part of their 1999-2002 Collective Bargaining Agreement ("Agreement") as follows:

1. If additional regular teacher work days (instruction days, professional development days, in-service days, orientation days, etc.) are added to the calendar for the 2001-2002 school year, Schedule A will be adjusted using the formula described below:

- A. Determine BA Step 1 salary for the school year previous to the one which will have the additional days added.
- B. Divide that BA Step 1 salary by the number of teacher work days in the previous school year. This is the daily work wage for that previous year.
- C. Multiply that daily work wage by the number of additional days in the new school year calendar.
- D. Add the amount found in paragraph C above to the BA Step 1 salary for the previous school year.
- E. The new amount in paragraph D will be the new BA Step 1 salary for the school year that will have additional days.
- F. All other Steps on Schedule A are to be determined by the index provided within Schedule A.

2. In addition to the Salary Schedule changes, Article 4, Section 4.1 ¶ A will be changed to read the correct number of work days, orientation days, records days, professional development days and student days.

3. This Letter of Agreement will apply only to the 2001-2002 school year.

Date: 12-15-1999

Gull Lake Community Schools

By *Mary M Cooper*  
Its President, Board of Education

Date: 12/16/99

Kalamazoo County Education Association/  
Gull Lake Education Association

By *Karen Baker*  
Its President

## LETTER OF AGREEMENT

The Gull Lake Community Schools (the "District") and the Gull Lake Education Association (the "Association"), the "parties" to this Letter of Agreement having met to discuss the Association's concerns regarding the recently adopted Board of Education Policy Manual, hereby agree as follows:

1. As to Policy 3161, Unrequested Leaves of Absence, the parties agree that this policy will be incorporated by virtue of this memorandum as part of the current collective bargaining agreement between the parties. The parties further agree that the reference to "time allowed" in the fourth paragraph of Policy 3161 for requesting a hearing shall be a reasonable time under the particular circumstances of the case.

2. As to Policy 3231, Section F, staff members may not accept fees for tutoring students currently enrolled in one (1) or more of their classes.

**Example:** Should a teacher, after school hours, be asked to teach a chess class for a fee to some of her students enrolled in his/her classroom.

**This would be allowed under our agreement.**

**Example:** Should a high school math teacher tutor a student in math for a fee not currently enrolled in his/her classroom.

**This would be allowed under our agreement.**

3. As to Policy 3242, Professional Growth Requirements, and the seventh paragraph reference to the Superintendent arranging for the assignments of mentors, the District intends to continue the current practice of consultation between bargaining unit members and the District in an effort to assign mentors by mutual agreement. If this process does not result in the assignment of a sufficient number of mentors, the District will consult with the Association at a special conference

directed toward a solution regarding any assignment problems. If this conference does not result in such a solution, the District reserves the right to assign mentors.

4. As to Policy 3430.01, Family Leaves of Absence, the District does not intend to apply the exception allowed under the Family and Medical Leave Act contained in the last paragraph of pg. 2 of the Policy (providing for non-restoration of positions of staff members whose salary is among the highest 10% of the District) to members of the Association.

5. As to Policy 2605, Program Accountability and Evaluation, the reference in paragraph 4 to the Superintendent making evaluation reports to the Board and recommendations regarding these evaluations relates to responsibilities of the Superintendent specified by this Policy. Collective bargaining agreement provisions regarding the evaluation of Association members remain in force, and if any of the Superintendent's recommendations regarding evaluations would violate provisions of the collective bargaining agreement, the District recognizes its bargaining obligations under the State Public Employment Relations Act prior to implementation of such recommendations.

6. As to Policy 5420, Reporting Student Progress, section D, the District does not intend to change the current practice of issuing Elementary (K-3) Art, Music, and Physical Education report cards twice a year.

7. As to Policy 5730, Equal Access for Nondistrict-Sponsored Student Clubs and activities, the last paragraph of pg. 1, if the District assigns Association members such duties outside of the regular work week, the meeting shall be paid an hourly rate as provided in Schedule A, Section 1C of the Collective Bargaining Agreement.

8. As to Policy 5860, Safety Patrol, if the District creates a Safety Patrol involving assignment of an Association member, the District will meet at a special conference with the

Association to discuss the assignment process and, if such assignment involves duties outside of the regular work week, compensation under Schedule B.

9. As to Policy 8210, School Calendar, the District recognizes that collective bargaining provisions regarding calendar are in force, and that it will comply with any responsibilities it has to negotiate calendar as may be required under the State Public Employment Relations Act.

Dated: 12/16/99

Karen Burns  
Gull Lake Education Association

Dated: 12-15-1999

Mary M Cooper  
Gull Lake Community Schools

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## LETTER OF AGREEMENT

This Letter of Agreement is between the Gull Lake Community Schools and the Kalamazoo County Education Association/Gull Lake Education Association.

- 1) The following Building School Improvement Team members will be compensated at the following rates:

Building Chairperson	\$500 per year
Sitting Member	\$250 per year

This amount will be paid in one check at the end of the school year upon written request.

High School	1 chair	14 members
Middle School	2 chair	6 members
Ryan Intermediate	1 chair	10 members
Bedford Elem.	1 chair	3 members
Kellogg Elem.	1 chair	6 members
Richland Elem.	1 chair	6 members

- 2) Coaches are not to be excused from staff development days.

K.C.E.A./G.L.E.A.

Karen Burns  
Sandra Sowersox  
Michael D. Balon

GULL LAKE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Henry M. Cooper

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**GULL LAKE COMMUNITY SCHOOLS BOARD OF EDUCATION**  
**-and-**  
**KCEA/GLEA**

**Disposition of Letters of Agreement**

1. *Letter of Understanding re 5.6 Interpretation* (1/28/98) - delete, has been incorporated in Art. 5
2. *Letter of Agreement/Building School Improvement Team* (10/15/96) - change dates in paragraph 1 to reflect dates of new CBA...delete paragraph 2...renumber existing paragraph 3 as 2
3. *Memorandum of Understanding/Board Policy Manual* (6/96)...will remain in effect for the term of the new CBA; reference in paragraph 7 shall be changed to read "...the meeting shall be paid at an hourly rate as provided in Schedule A, Section 1E, of the Collective Bargaining Agreement."
4. *Letter of Agreement/K-3 Library Media Center Supervisor* (10/95) - delete
5. *Letter of Understanding/1995-1999 Contract Extension* (6/97) - delete, portions have been incorporated in Schedule A and Art. 4 Letter of Agreement (per TA of 10/26/99) paragraph 1 re: days beyond 188.
6. *Letter of Agreement/Use of Classroom Teachers as Substitutes* (1/96) - delete, has been incorporated in Schedule A.
7. *Letter of Understanding/Retirement Incentive Plan* (4/97) - delete