

**2011-12
AGREEMENT**

Between

Galien Township Schools

And

**Galien 5-C Education
Association/MEA/NEA**

AGREEMENT

This Agreement is made and entered on the 1st day of July, **2011**, by and between the Board of Education of the Galien Township Schools, Galien, Michigan, hereafter referred to as the Board and the Galien 5-C Education Association (MEA-NEA), hereinafter referred to as the Association. This Agreement shall supersede and have precedence over any past practices which are contrary to or inconsistent with its terms.

Any individual contract between the employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE I **RECOGNITION**

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

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

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

ARTICLE II **BOARD RIGHTS**

Section A: The Employer agrees to enforce, as they pertain to this District, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all federal laws. The Employer shall not direct or require a bargaining unit member to violate any federal law, state law, or state or federal regulation.

Section B: In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the

students of Galien Township Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and, subject to the provisions of the law, to determine the qualifications necessary for the applicant, to discharge, demote or otherwise discipline employees for reasonable and just cause, and to promote, transfer and assign employees.
3. The right to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary and advisable by the Board.
4. The final approval of textbooks and teaching materials and various teaching aids.
5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

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

ARTICLE III

RIGHTS OF THE ASSOCIATION

Section A: Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employee of the board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or by other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance complaint or proceeding under this Agreement. The Association agrees that it will not directly or indirectly restrain or coerce any teacher in the exercise of his/her rights guaranteed in Section 9 of the Michigan Public Employment Relations Act.

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

Section C: Members of the Association who are employed by the Board shall have the right to use school buildings at all reasonable hours except during the hours of assigned duty for official meetings, provided that when special custodial service is required, the board may make a reasonable charge therefore. The use of school facilities shall be subject to the approval of the administration. Meetings other than those stated above may be allowed by the Administration.

Section D: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Association officers and representatives shall at no time conduct Association business during assigned duty time unless specifically approved by the Administration or hereinafter provided for in this Agreement. Upon written request at least three (3) school days in advance the Board agrees to furnish the Association with a total of twenty (20) association Business Days to be used at the discretion of the Association's Executive Committee. The Association agrees to bear the financial burden required for a substitute or substitutes needed to replace such absent teachers.

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

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

Section G: The Board agrees to furnish to the Association upon reasonable written request such public and available financial information as is required by law to assist the Association in developing proposals concerning the rates of pay, wages, hours of work, and other conditions of employment of the teachers.

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

Section I: The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

Section J: Non-discrimination The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

Section K: Association Representation A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. The Association will provide the names of the representatives and their alternates in writing to the Employer. R-10

Section L: Assaults & Property Loss/Damage Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member when possible to prevent injury. The Employer will reimburse the bargaining unit member for the cost of legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit member up to FIVE HUNDRED (\$500)___ dollars during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not occasioned by the negligence of the bargaining unit member.

Section M: Committee Membership The District shall indemnify and otherwise hold harmless any bargaining unit member serving as a participant on District, state or federally mandated committees. At District expense, the bargaining unit member(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

Section N: All bargaining unit members shall be treated fairly and equitably.

Section O: Bargaining unit members shall not be required to administer medication to pupils. The Employer shall indemnify and save harmless from any liability bargaining unit members who administer medication to pupils in direct response to an order from supervisory personnel to do so.

Section P: In the absence of a building principal/supervisor, a bargaining unit member shall not be required to be accountable or made responsible for the administration or supervision of the building.

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

Berrien Teachers' Credit Union
Health Insurance Premiums
Lincoln National Annuity
Unified Professional Dues
MEA-FS sponsored annuities
U.S. Savings Bonds
MEA/NEA PAC
Life Insurance of the Southwest
State Street Bank and Trust
Vanguard Funding and Trust
GLP and Associates

Section R: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the employer assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, bylaws and administrative procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, and funds shall be transmitted at the end of the month of said collection period to the treasurer of the Association.

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

ARTICLE IV

VACANCIES, TRANSFERS, REDUCTION IN PERSONNEL

Section A: The Board shall inform the Association in writing and post in each teachers' workroom any existing bargaining unit vacancy during the school year and shall provide opportunity for teachers to express, in writing, their desires for changes in assignment for a period of seven (7) calendar days after each notice. The Board shall award all vacancies to the most senior qualified bargaining unit member applicant. The Board will provide a written response to all applicants no later than thirty (30) days following the last date for accepting applications, or within two (2) days after selection of an applicant, whichever is sooner.

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

1. Every effort will be made to assign elementary teachers to the grade level of their choice and competency. Decisions concerning grade-level assignment will be finalized, when possible, by August 1. Teachers who will be affected by a change in grade assignments will be notified and consulted by their principal as soon as feasible. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change.
2. Every attempt will be made to assign teachers to teach in their major and minor fields only. Teachers affected by a change in subject assignment will be notified and consulted by their principal as soon as feasible.
3. Assignment changes will be voluntary to the extent possible. Every attempt will be made to minimize transfers. However, teachers shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of this District. The primary factor to be used in exercising such discretion will be the teacher's length of service in the District, giving the teacher the option by seniority when possible.

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

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

1. Teachers not holding a regular Michigan provisional, continuing, professional or other qualified certificate will be laid off first, provided there are fully certified teachers to replace laid off teachers.
2. Probationary teachers with the least number of years of continuous service in the Galien Township Schools will be laid off next, provided there are remaining fully certified, tenured teachers to replace the laid off teachers.
3. If reduction is still necessary, tenured teachers in reverse order of seniority will be released, provided fully certified teachers are available to perform the duties of the position vacated.

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

5. If seniority and certification are equal, a drawing shall be conducted to determine the order of seniority for those affected teachers.

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

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

ARTICLE V

TEACHING CONDITIONS

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

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

Section B: The school calendar shall be as found in Appendix D. Scheduled days or hours of student instruction which are not held because of inclement weather, fires, epidemics, or health conditions may be rescheduled to attain the minimum of hours required to avoid the loss of State Aid. Teachers will receive their regular pay for days or hours which are canceled but shall work on any rescheduled days or hours with no additional compensation. Days or hours lost due to closings under this eventuality shall not be rescheduled unless otherwise required by law to qualify for state aid. A joint committee of Association-Board representatives will reschedule lost days or hours.

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

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

Section C:

1. (a) All teachers shall be present in their building for a period of seven (7) hours and fifteen (15) minutes. The duty day shall not begin before 7:30 a.m. and shall not extend beyond 3:30 p.m. Teachers making reasonable requests to leave school before the end of the teachers' day and after the departure of the buses may be granted such requests by their principal. Examples of such requests include, but are not limited to, attending classes and medical appointments. On Fridays and days preceding holidays, teachers are free to leave the building following the departure of the buses.
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(b) Teachers and administrators will jointly establish staff meeting dates and times, at least once a month, except December. Administrators may call emergency meetings.

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

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

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

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

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

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

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

When the gym, art, band, or music teacher is not present for duty, a substitute shall be hired. If a substitute is not available the affected teacher shall be paid for that period according to Article V, Section C8.

8. No teacher shall be required to teach during planning time except on a voluntary basis. Teachers' rate of reimbursement shall be 1/6 of 1/180 of the current contract base rate for each hour taught. No teacher's class shall be cancelled so that the teacher can be used as a substitute. Teachers shall not be required, except in an emergency, to "sub" while they are teaching their own class(es).

For the 2011-12 school year teachers will give up planning time provided for above and proved physical education for students within the state curriculum guidelines. This applies to teachers Pre-K through 8 and one (1) alternative education teacher. Teachers will not receive extra pay for lost planning time. N-11

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

Section D: Teacher Assignment. A teacher will not be assigned, except temporarily and/or for good cause, outside the scope of his/her teaching certificate. If a teacher is assigned outside the scope of his/her certificate, this will be mentioned in the teacher's file and taken into consideration in the evaluation.

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

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

Section F: The Board recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline. The Board and Association agree to carry out the provisions of the Student Discipline Code, as adopted by the Board, consistently so that the educational process may continue.

Appropriate discipline shall be administered in accordance with the Student Discipline Code.

A teacher may send a pupil to the principal, under circumstances identified in the Student Discipline Code. In such cases, the teacher will furnish the administrator, at the time of referral, full particulars of the incident in writing. The pupil shall not be returned to the class until appropriate discipline, as identified in the Student Discipline Code, has been administered and the teacher has been notified.

1. When a particular student requires the attention of external professional services, the Board will ensure that reasonable steps be taken to secure such services and, if ultimately necessary and feasible, to remove that student from the regular classroom situation.
2. A teacher may send pupils from a class to the office when the severity of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable and interferes with the educational environment. As promptly as his/her teaching duties allow, the teacher shall inform the principal of the matter. The teacher will be informed of the final disposition promptly.
3. In any case of physical assault on a professional staff member, the student involved shall be immediately dealt with according to the Board Policy on Discipline.
4. Time lost by a teacher because of physical inability to report to work or required court appearances resulting from an incident of physical assault arising from employment and has reported such assault to the superintendent along with medical documentation, shall not be charged against the teacher.
5. No notice of any complaint directed toward a teacher shall be included in said teacher's file unless such complaint is in writing and signed by the complainant(s) and after due process it is determined that such complaint has merit as determined by the district, such matter will be reported in writing to the teacher concerned and a conference held between the administrator and teacher. The teacher shall have the right, if desired, to bring an Association Representative to this conference.
6. In the event the District receives a FOIA request for the personnel file(s) of any teacher(s), or any portion thereof, the District shall immediately provide the following to the affected teacher(s) and to the Association:
 1. A copy of the FOIA request;
 2. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request; and
 3. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teachers and/or Association the opportunity

to take whatever legal action is available to bar disclosure of any or all of the requested document(s).

4. Copies of all communications and documentation sent to the requesting parties by the District or other agents or attorneys.

Section G:

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

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

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

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

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

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

No teacher shall be required:

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

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

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

The superintendent or his/her designee shall take the leadership role in working with the curriculum development process. An ongoing curriculum committee shall be established. The committee shall be comprised of two (2) Board members, one (1) principal, the

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

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

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

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

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

1. Testing programs, such as general standard achievement tests, standardized tests in specific areas, Michigan Educational Assessment Program, and others which might be administered by other agencies.
2. Study of School Achievement Records.
3. Study of dropout record.
4. Use of consulting and other out-of-district resources.
5. Parent and teacher evaluation of student progress and behavior.
6. Use of State Department of Education specialists and services.

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

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

Section J: The employer shall provide:

1. A separate desk for each bargaining unit member in the district.
2. Adequate chalkboard space in every classroom.

3. Copies, exclusively for each teachers use, of all texts used in each of the courses he/she is to teach.
4. Adequate attendance books, paper, pencils, textbooks, chalk, erasers, and other such materials required in daily teaching responsibilities.
5. The employer agrees to make available adequate typing, duplicating, stencil and mimeograph facilities, a copying machine. Teachers shall be allowed reasonable use of such equipment.

Section K: Any teacher working an extended contract day/year shall receive pay prorated on their individual contract. Provided however, the Board shall have the sole right to determine the length of the extended day/year, if any.

ARTICLE VI

TEACHER EVALUATION

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

Section B: Probationary teachers shall be evaluated twice during the school year. First semester evaluations shall be conducted between October 1 and November 15. The second semester evaluation shall be conducted before March 15. Each visitation will be conducted by the principal in the classroom of the probationary teacher. Visitations shall be a minimum of thirty (30) minutes in length. Additional classroom visitations may be made at the principal's discretion. Probationary teachers shall be given a one (1) day advance notice. Visitation observations shall be reduced to writing and shall be given to the teacher within ten (10) working days of the observation. All probationary teachers shall receive an individualized development plan each year after their initial year of employment no later than September 15th.

Section C: Tenured teachers shall be formally evaluated once every three (3) years unless their performance had been deemed unsatisfactory and placed on an IDP, in which case they may be evaluated more frequently as determined by the administration. The visitation observation will be made by the principal in the teacher's classroom. Additional visitations may be made at the discretion of the principal. Visitations shall be a minimum of thirty (30) minutes each in length. Visitation observations shall be reduced to writing and shall be given to the teacher within ten (10) working days of the observation.

Section D: A personal conference shall be held with each teacher within ten (10) working days of the final visitation, and a copy of the written evaluation shall be furnished to the teacher. All evaluation processes shall be completed by April 15 when possible.

Section E: A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event

that the teacher feels his/her evaluation was incomplete or unjust, within ten (10) days following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

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

Section G: Mentor Teachers

1. A mentor teacher shall be defined as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the Code.
2. Each bargaining unit member in his/her first three (3) years of classroom teaching shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
3. A mentor teacher shall be assigned in accordance with the following:
 - A. Whenever possible the mentor teacher shall be a tenured member of the bargaining unit.
 - B. Participation as a mentor teacher shall be voluntary.
 - C. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
 - D. A mentee shall only be assigned to one (1) mentor teacher at a time.
 - E. The mentor teacher assignment shall be for one (1) school year subject to review by the mentor teacher, the mentee and the principal after four (4) months. The mentoring assignment will be changed upon mutual request, or will be considered for change at the request of either party. The appointment may be renewed on succeeding years.

4. Because the purpose of the mentor teacher is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the board and the Association agree:

A. That the relationship shall not, in any fashion, be included in the evaluation of either teacher.

B. Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation or supervision of the other.

5. Whenever possible, the mentor teacher and the mentee shall be assigned the same preparation time.

6. The mentor teacher shall be compensated in accordance with Appendix B.

ARTICLE VII

SALARY SCHEDULES AND OTHER BENEFITS

Section A: Salary Schedules. The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A of this Agreement which is attached hereto and made a part hereof. Salaries shall be paid every two (2) weeks.

Checks shall be made available or mailed if the pay day falls on or during holiday recesses.

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

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

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

Teachers who expect to receive a Masters Degree and/or additional credit hours prior to the beginning of the next semester shall have on file in the office of the Superintendent all credits earned by the teacher by October 15 for salary advancement during the first semester and/or by February 15 for salary advancement during the second semester. Should a teacher be unable to provide an official transcript for said salary advancement by the above dates, a letter certifying successful completion of said credits and/or degree from the granting institution or appropriate instructor will constitute adequate documentation until such time as the official transcript is received.

Section D:

1. Sick Leave

(a) All teachers regularly employed by the Board who are absent from duty for personal illness shall be allowed sick leave at the rate of eleven (11) days per year. Unused sick leave days shall accumulate from year-to-year to a maximum of one hundred (100) days.

(b) Teachers who have one hundred (100) days of accumulated sick days shall, at the end of the school year, be paid fifty dollars (\$50) for each unused sick day over 100, not to exceed 11 days..

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

1. The personal illness or medical appointment of the employed teacher;
 2. Serious illness of a teacher's parent, spouse, child or a person for whom the teacher has primary responsibility. Such use shall not exceed twelve (12) days per year.
 3. Other reasons approved by the Superintendent.
 4. Employees may use up to two (2) days each year as personal business leave days to transact non-social or non-recreational business which cannot reasonably be transacted at another time. An employee shall provide a 24 hour prior notice to his/her building principal. No personal business shall be taken on a school day immediately before or after a recess without special permission from the superintendent. Unused personal business days shall be added to a teacher's sick-day accumulation at the end of each school year. No personal days shall be taken on a school day immediately before or after a recess without special permission from the superintendent (includes Thanksgiving and Memorial Day)
- R-08

(d) All requests for approval of sick leave must be submitted to and approved by the Superintendent. Proof of illness signed by the employee's physician may be required. if a pattern of absence exists or the number of consecutive days used exceeds three (3) or more. R-10

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

2. Sick Leave Bank

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

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

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

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

Section F: Bereavement Leave

1. The bargaining unit member shall be granted a maximum of five (5) days of paid leave, separate from sick leave, per death for immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, brother-and-sister-in-law, children,(including spouse's children) grandchildren, father- and mother-in-law. R-10
2. Bargaining unit members shall be granted a maximum of three (3) days of paid leave, separate from sick leave, for death of extended family members. Extended family members shall be interpreted as grandparents, grandparents-in-law, aunt, uncle, grandchildren and any other person for whose financial or physical care the teacher is principally responsible. R-10
3. The bargaining unit member may take, with documentation, one (1) paid day per death per year to attend the funeral of an other significant person. Unused funeral/bereavement leave shall not be cumulative.

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

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

1. Request for leave shall be in writing.

2. Eligibility shall be based on a minimum of two (2) years of continuous employment in the District, except in the case of extended illness leave in section A of this Article.
3. All extended leaves shall be limited to one (1) year. Acceptance of extension shall be at the will of the Board.
4. Salary increment and seniority shall not accrue. However, salary increments and/or other benefits accumulative before the leave will be retained upon reinstatement.
5. Written notice of intention to either return or resign shall be given to the Superintendent of Schools by May 1 of the year in which the leave expires.
6. Early return from leave during the school year shall be at the discretion of the Board. Upon return from leave, the teacher shall be assigned to the same or similar position, providing such a position is available.
7. All requests for leave of absence shall be in writing and submitted to the Superintendent of Schools as soon as practicable based on supporting information.

Unpaid leaves of absence may be taken for the following purposes:

- (A) **Military Leave.** A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under such programs as the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent proof of registration in an approved program or institution.
- (B) **Union Office.** A leave of absence not to exceed two (2) years shall be granted for the purpose of serving as an officer of the Association, or an officer or intern or staff member in its state or national affiliate.
- (C) **Public Service.** A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office.
- (D) **Educational.** A leave of absence shall be granted for the purpose of permitting the bargaining unit member to continue his/her education as it pertains to his/her service to the District.

Section H: Parental Leave

1. In the case of pregnancy, teachers may receive paid sick leave for the period of time the teacher is ill or unable to work due to pregnancy or childbirth. The teacher shall be allowed sick leave pay to the limit of days accumulated until the teacher, in the opinion of her physician, is able to resume her teaching duties.
2. Teachers may elect to receive an unpaid parental leave which may extend for up to two (2) semesters, excluding a summer semester.
3. Teachers electing to receive an unpaid parental leave may elect to continue full insurance at their expense.
4. Upon return, not later than the second semester of leave, the teacher shall be returned to a similar teaching position without loss of position on salary schedule.
5. If the teacher elects to return beyond the second semester he/she shall be reinstated to the first position available for which he/she is certified.
6. A teacher shall receive adoption leave, beginning upon entry of an order terminating the rights of the biological parents by the Probate Court or other such adoption procedure. The leave shall extend for up to 2 semesters, excluding a summer semester. Such leaves shall be without pay or benefits and the returning teacher shall be returned to a similar teaching position and the next position on the salary schedule provided the teacher has taught more than one-half (1/2) of the semester prior to leave. A teacher seeking to extend the leave shall be reinstated to the first position available for which the teacher is certified. Insurance may be continued during leave at teacher expense.
7. Any bargaining unit member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time, if reasonable notice is provided to the employer. (If the bargaining unit member informs the district as soon as they become aware of jury duty.)

FMLA

Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer shall abide by the provisions of the Act and shall provide leave for the following situations:

- (a) Birth, adoption, or foster care placement or an employee's child
- (b) Serious health condition of an employee's spouse, child or parent

(c) The employee's own serious health condition.

All leave shall be granted in accordance with the provisions of federal law. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this article. Any employee who wishes to request a family and medical leave will be granted such leave of absence in accordance with federal requirements.

Section I: Insurance

Effective August 1, **2011** the Board shall pay **89%** of the premiums for the MESSA-PAK described below subject to the requirements and restrictions of MESSA. The MESSA-PAK shall cover the teacher and his/her entire family. The Board shall sign a Board-participation agreement. The insurance benefit year shall be September through August. R-11

1. The open enrollment period will be September.
2. New teachers will be covered by insurance on the first day of reporting for work.
3. Dependents may be added at any time, but a new application must be completed. They are subject to the eligibility requirements as set forth by the insurance company.
4. MESSA insurance premiums will be paid by the Board for all teachers for a full twelve (12) month period for each year of the Agreement. If a teacher does not teach the full length of the school year, the Board contributions toward the payment of the above mentioned premiums will be prorated to reflect that part of the year taught, except the teachers who are on a leave of absence under the Family and Medical Leave Act.
5. For teachers who are assigned to less than a full-time position the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach. Part time teachers who teach less than half-time and who select Plan B shall receive Plan B on a prorated basis. R-08
6. The Board assumes no responsibility for insurance benefits for teachers on unpaid leaves except in the case of FMLA.
7. Optional benefits may be selected during the open enrollment period, for which the Board agrees to make payroll deductions.

8. Insurance premium contribution deductions and cash option payments shall be provided in accordance with the Section 125 Plan adopted by the Board of Education and the Association.

Plan A:

Health: MESSA Choices II, **\$100/\$200 deductible, \$10/\$20 Rx card**

LTD: 50%;60 calendar day modified fill; \$4,000 monthly maximum; 2 year mental/nervous; 2 year alcohol/drug; no COLA.

Dental: Delta Dental Plan A (75%/75%/50%: \$1000)

Life: \$30,000 negotiated life, with AD&D

Vision: VSP-2

Plan B:

LTD: 50%; same as Plan A

Dental: Delta Dental Plan Auto+ (100%/90%/90%: \$1000)

Life: \$30,000 negotiated life, with AD&D

Vision: VSP-3

Effective August 1, 2005: Cash: \$275.00 per month or \$275.00 per month annuity, provided via a salary reduction arrangement through the Section 125 Plan agreed to by the parties.

ARTICLE VIII
RETIREMENT

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

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

Section B: Teacher Purchase or Re-Payment of Retirement Service Credit.

1. The Internal Revenue Code (IRC) Section 414 (H)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service credit is reinstated in full; and/or (2) purchase permissive service credit (such as universal service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)

2. Therefore, in order to permit tax deferral for those additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this agreement as Appendix Y and implement the salary reduction (Payroll Authorization) Agreement attached to this agreement as Appendix Z for any teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix Z. The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

ARTICLE IX **PROFESSIONAL GRIEVANCE PROCEDURE**

Section A: Grievance Defined

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

Section B: Group Grievance

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

Section C: Association Grievance

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

Section D: Definition of Teacher

For the purposes of this Article, the word teacher shall refer to a single teacher or group of teachers who have filed a grievance.

Section E: Grievance Procedure

In the event a teacher believes there is a basis for a grievance, the teacher is encouraged by both the Board and the Association to first discuss the alleged grievance with the building principal or appropriate administrator. The teacher shall be entitled to have an

Association representative present during such discussion, and the principal shall be entitled to have present a member of the administrative staff.

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

Step One: The grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which allegedly has been violated, must be signed by the aggrieved teacher or the Grievance Chairperson and must be presented to the building principal/administrator concerned, the Superintendent, the Association President, and the Chairperson of the Association grievance committee, within seven (7) working days after the occurrence of the event upon which it is based or upon the reasonable ability to have knowledge of the occurrence. The building principal/administrator shall meet with the grievant within seven (7) working days following receipt of the written grievance. The teacher shall be entitled to an Association representative and the building principal/administrator shall be entitled to representation by the Superintendent or designee. The building principal/administrator shall issue a written answer to the grievance within seven (7) working days following the hearing and shall furnish a copy thereof to the aggrieved teacher, the Chairperson of the Association grievance committee, Association President, and Superintendent.

Step Two: If the teacher desires to appeal the decision of the building principal/administrator, the teacher or Chairperson of the Association grievance committee shall notify, in writing, the Superintendent within seven (7) working days after receipt of the Step One answer. If such appeal is made, the Superintendent or designee shall meet with the teacher, the Chairperson of the Association grievance committee, and a maximum of five (5) Association grievance committee members to attempt to resolve the grievance, within seven (7) working days after receipt of the teacher's notice of appeal to this step. A copy of the Superintendent's/designee's disposition of the grievance shall be furnished to the aggrieved teacher, Chairperson of the Association grievance committee, and the Association President, within seven (7) working days after such hearing. The teacher shall be entitled to present witnesses at the hearing at this level; however, any witnesses shall be sequestered while not personally testifying at the hearing. Step Two will be omitted if no separate principal and superintendent are employed in the school. R-08

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

within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association.

Section F: Arbitration

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

Section G: Expedited Arbitration

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

Section H: Representation

Except at Step Three, any party of interest shall have the right to representation of his/her choice and at his/her own expense including legal counsel, at all levels of the grievance procedure, except that a teacher may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

Section I: Grievance Hearings

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

Section J: Time Limitations

The time limits at any level of the grievance procedure may be extended by mutual agreement. In the event a grievance is not appealed from one level to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event the Administrator does not meet or respond to an oral complaint or a grievance is not answered at any level of the grievance procedure

within the specified time limit, the grievance may, at the discretion of the Association, be advanced to the next level. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

Section K: Grievance Continuation

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

Section L: Grievance Files

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

Section M: Grievance Reprisals

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

ARTICLE X
STRIKE PROHIBITION

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

ARTICLE XI
AGENCY SHOP

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

2. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs,

suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

3. Teachers currently employed in the Galien Township School District and who were employed by the District but who were not members of the Association during the 1984-85 school year are exempt from this Article as long as they have been continuously employed in a bargaining unit position since that time.

ARTICLE XII **TERM OF CONTRACT**

Section A: Supplemental Agreements

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

Section B: Inconsistent Terms

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

Section C: Savings Clause

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

Section D: Renegotiating Master Agreement

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

Section E: Contract Review Committee

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

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

ARTICLE XIII SUBCONTRACTING AND PRIVATIZATION

Whether through privatization, subcontracting, or any other means, the duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be created, altered, increased or transferred to person(s) not covered by this Agreement.

ARTICLE XIV ACADEMIC FREEDOM

Both the Employer and Association/Union, recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality, are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is guaranteed.

The bargaining unit member in exercising academic freedom shall interpret and use the writings of others and educational research with intellectual honesty and be cognizant of the intellectual maturity of the students in instructional presentations. All instructional materials, methods, lesson plans or other creative or copyrightable work, written, composed, created or devised by a bargaining unit member during their employment shall remain the property of such member.

It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise. No change in any grade or test score assigned a student may be made by the Employer or its administrators without the prior consent of the bargaining unit member who assigned the grade or score.

ARTICLE XV SUPPLEMENTAL ASSOCIATION/UNION RIGHTS

In addition to restrictions and limitations on Employer actions otherwise provided in this Agreement, it is understood between the parties that the Employer will notify the Association/Union of plans concerning all fiscal, budgetary and tax programs, physical plant expansions or constructions and educational policies, as well as any substantial modification of any or all of same which are proposed or under consideration. It is further understood and agreed notwithstanding any other provision of this Agreement,

that the Employer shall not adopt any program in the above listed areas or planned change/modification in any existing program, which may directly or indirectly affect the bargaining unit or the wages, hours, terms and conditions of employment of its members without prior consultation with and agreement of the Union. The Union will also, during the term of this Agreement, have the right of prior approval of any proposals to adjust, lower, reduce or transfer any local operating or building/site millage, which may directly or indirectly affect the wages, hours, terms or conditions of employment of bargaining unit members.

ARTICLE XVI
REASONABLE RULES

Teachers shall be expected to comply with reasonable rules, regulations and directions adopted from time to time by the Board or its representatives which do not conflict with any other express provision or the contract agreement.

ARTICLE XVII
DURATION

THIS AGREEMENT supersedes all previous agreements between the parties and shall become effective as of the 1st day of July, **2011**, and shall remain in effect until 12:01 a.m. of the 30th day of June, **2012**, unless the parties hereto mutually agree, prior to that date, that this Agreement shall be extended for a then specified term.

FOR THE BOARD OF EDUCATION

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

President
Board of Education

President
Galien Education Association

Secretary
Board of Education

Galien Education Association

Superintendent

APPENDIX A

2010 - 2011

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+15</u>
0	\$29,387	\$30,856	\$32,325	\$33,794
1	\$30,562	\$32,032	\$33,501	\$34,971
2	\$31,738	\$33,207	\$34,676	\$36,440
3	\$32,913	\$34,383	\$35,852	\$37,322
4	\$34,089	\$35,558	\$37,027	\$38,496
5	\$35,264	\$36,734	\$38,203	\$39,673
6	\$36,440	\$37,909	\$39,673	\$41,142
7	\$37,615	\$39,084	\$41,142	\$42,611
8		\$40,260	\$42,611	\$44,080
9		\$41,729	\$44,080	\$45,549
10		\$43,198	\$45,549	\$47,019
11		\$44,668	\$47,019	\$48,488
12		\$46,137	\$48,488	\$49,957
13		\$47,606	\$49,957	\$51,425
14			\$49,957	\$51,425
15			\$49,957	\$51,425
16			\$51,427	\$52,897

**2011-12 No step increases will be granted
Teachers at the top steps will receive a 2% stipend.**

2010-11 SCHOOL CALENDAR

162 Full Student Days

4 Partial Student Days

166 Total Student Days

5 Teacher Work Days w/out Students

171 Total Teacher Work Days

The calendar committee will work out the details of the school calendar to assure that as much as possible so that the semester breaks will reflect those of neighboring districts.

The committee will also work out the details of the usage of the half-days and the teacher work days so that the necessary professional development requirements are met.

APPENDIX B

All Appendix B amounts shall be frozen for the life of this agreement at the percentage of the 1996-97 BA base of \$22,645.

Position	Pay as % of Bachelor's Base
Summer Agriculture Director	13.0
Band Director	13.0
Yearbook Advisor	13.0
Senior Class Sponsor	2.5
Junior Class Sponsor	2.5
Sophomore Class Sponsor	1.0
Freshman Class Sponsor	1.0
Eighth Grade Class Sponsor	1.0
Seventh Grade Class Sponsor	1.0
Safety Patrol Director	2.0
Future Farmers of America Director	1.5
Future Homemaker's Organization Advisor	1.5
National Honor Society Advisor	1.5
Computer Club Advisor	1.5
Spanish Club Advisor	1.5
Academic Challenge Team Coach	1.5
Pioneer Days Coordinator	1.0
Kindergarten Graduation Coordinator	1.0
Art Fair Coordinator	1.0
Christmas Program Coordinator	1.0
Drama Coach, High School	2.5 per production
Gifted and Talented	1.5
Mock Trial	1.5
Math Counts/Contest	1.5
Science Club/Science Olympiad	1.5
Mentor Teacher	1.0

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

ATHLETICS

Position	Pay as % of Bachelor's Base		
	I*	II*	III*
Varsity Football Head Coach	11	12	13
Varsity Football Assistant Coach	7	8	9
Junior Varsity Football Head Coach	7	8	9
Junior Varsity Football Assistant Coach	6	7	8
Junior High Football Head Coach	3	4	5
Varsity Basketball Head Coach	12	13	14
Junior Varsity Basketball Coach	8	9	10
Freshman Basketball Coach	6	7	8
Eighth Grade Basketball Coach	4	5	6
Seventh Grade Basketball Coach	4	5	6
Varsity Volleyball Head Coach	10	11	12
JV Volleyball Coach	6	7	8
Eighth Grade Volleyball Coach	3	4	5
Seventh Grade Volleyball Coach	3	4	5
Varsity Baseball Head Coach	10	11	12
JV Baseball Coach	7	8	9
Varsity Softball Head Coach	10	11	12
JV Softball Coach	7	8	9
Varsity Track Head Coach	10	11	12
Varsity Track Assistant Coach	6	7	8
Junior High Track Head Coach	5	6	7
Junior High Tract Assistant Coach	4	5	6
Cross Country Head Coach	8	9	10
JV/V Football Cheerleading	3.5	4.0	4.5
JV/V Basketball Cheerleading	4.0	4.5	5.0
Jr. High Basketball Cheerleading	2.0	2.5	3.0
Varsity Wrestling Coaches	10.0	11.0	12.0
Jr. High Wrestling Coaches	5.0	6.0	7.0

*Level I = 0-2 years of experience in the same sport

**Level II = 3-5 years of experience in the same sport

***Level III = 6 or more years of experience in the same sport

PROVISIONS

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

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

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

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

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

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

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

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

APPENDIX C
GRIEVANCE FORM

Grievance #_____ Galien Township Schools Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Grievant

Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance: _____

3. Relief Sought: _____

C.

_____ Signature	_____ Date
--------------------	---------------

Disposition of Principal: _____

Signature of Supervisor

Date

D. Disposition of Grievant and/or Association: _____

Signature _____ Date _____

If additional space is needed in reporting Section B of Step 1, attach an additional sheet.

STEP 2

A. Date Received by Superintendent or Designee: _____
B. Disposition of Superintendent or Designee: _____

Signature _____ Date _____

C. Position of Grievant and/or Union: _____

Signature _____ Date _____

STEP 3

A. Date submitted to arbitration: _____

PROFESSIONAL GRIEVANCE REPORT

Article/Section of Contract Alleged Violated: _____

Grievance No.: _____

Date of Grievance: _____

Date of Violation: _____

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

STATEMENT OF THE GRIEVANCE: (Level two)

REMEDY REQUESTED:

Is the Association approved for processing?

Yes _____ No _____

Date

Signature of Grievant

Building Principal's Disposition:

Date

Signature of Principal

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date

Signature of Association Rep.

PROFESSIONAL GRIEVANCE REPORT

Article/Section of Contract Alleged Violated: _____

Grievance No.: _____

Date of Grievance: _____

Date of Violation: _____

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

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Is the Association approved for processing?

Yes _____ No _____

Date

Signature of the Grievant

Superintendent's Disposition: (Level Four)

Date

Signature of the Superintendent

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date

Signature of Association Rep.

APPENDIX Y
PAYROLL RESOLUTION

(Pursuant to Article VIII of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll reduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____, 199__.

REPORTING UNIT NAME: _____ (School District)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (School Board)

DATE: _____

Secretary of the Governing Board (School Board)

SIGNATURE: _____

DATE: _____

APPENDIX Z

Election of Retirement and Universal Service Credit Benefits under Article _____
**ADDITIONAL RETIREMENT CONTRIBUTIONS
PAYROLL AUTHORIZATION**

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (IRC) Section 414 (h)(2) and that tax deferral of my additional amount due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____.
(today’s date)

I hereby authorize and understand that his authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer’s resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional requirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: (a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME: (School District) _____ NUMBER _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer’s resolution and this authorization.

EMPLOYEE NAME: _____

EMPLOYEE SOCIAL SECURITY NUMBER: _____

EMPLOYEE SIGNATURE: _____ DATE: _____