AGREEMENT

between

the Kalamazoo County Education Association, Galesburg-Augusta Education Association, MEA/NEA

and

Galesburg-Augusta Community Schools

June 30, 2024 – June 30, 2025

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AGREEMENT

THIS AGREEMENT is made by and between the Galesburg-Augusta Community Schools, Kalamazoo County, Michigan (the "Employer", "District", or "Board"), and the Kalamazoo County Education Association, Galesburg-Augusta Education Association, MEA/NEA (the "Association").

The Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq. as amended, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment; and,

The parties have reached certain understandings which they desire to confirm in this Agreement, and agree as follows:

ARTICLE 1
CONTRACT ADMINISTRATION

Section A: Recognition. The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all teachers employed by the Board for the purpose of collective bargaining for wages, hours, and other terms and conditions of employment. The Board will not negotiate with any teachers' organization other than the Kalamazoo County Education Association, Galesburg-Augusta Education Association, MEA/NEA so long as the Association is the certified bargaining representative of the teachers.

Section B: Definitions and Interpretations. Except as otherwise expressly provided in this Agreement, the words and phrases set forth below shall have the following meaning:

1. **Day** shall mean a calendar day except as otherwise specifically defined in this Agreement.

2. **Teacher** shall mean all certified persons employed for grades Pre K-12 for the regular school year by the Board including those on leaves of absence. The term **Non-teaching Professional Staff Employee** shall mean those bargaining unit employees whose employment is not regulated by the Michigan Teachers' Tenure Act.

Bargaining unit members include:

Classroom Teachers	School Psychologists
School Counselors	Speech/Language Pathologists
School Social Workers	Behavior Interventionists
Behavior Assistance Support Specialists	Instructional Coaches

a. Superintendent, Assistant Superintendent, Assistants to the Superintendent, Principals, Assistant Principals, substitute teachers, interim teachers, and teachers' aides are expressly excluded.

b. An "interim teacher" is a temporary employee, other than a daily substitute teacher, who is employed to substitute for a teacher who is on a Board-approved leave.

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

4. The term "bargaining unit" shall mean the employee classification(s) certified by the Michigan Employment Relations Commission as an appropriate group for the purposes of collective bargaining. In Galesburg-Augusta, the bargaining unit is comprised of "all teachers" employed by the Board.

5. The term "highly qualified" means the teacher holds at least a Bachelor's degree and is certified, endorsed, or authorized to teach the subject, and has at least one of the following credentials:

    a. Major in content/subject (or equivalent of 30 semester credit hours); or
    b. Passed a rigorous state test in the content/subject (MTTC); or
    c. Complete a state-approved High Objective Uniform State Standard of Evaluation (HOUSSE); or
    d. Holds National Board Certification in content/subject.

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

Section D: Scope, Alteration, and Waiver of Agreement.

1. No alteration, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any teacher or group of teachers with the Board unless executed in writing by the parties.

2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the Agreement.

3. If any Article or Section of this Agreement or any supplement should be held invalid by operation of law or tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, as permitted by law.

ARTICLE 2
PROFESSIONAL SERVICES

Section A: School Year. The number of student and teacher days shall be set forth in the School Calendar. A teacher required to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.

Section B: Professional Duties. The parties recognize that the commitment of a teacher cannot be measured merely by time, that the proper discharge of professional duties may require an uneven expenditure of time during the school year and that the provisions of this Agreement are conditioned by the responsibility of each teacher to fully and completely discharge his/her professional responsibilities. The parties further recognize that many changes are occurring and will continue to occur in the field of education and that if a quality educational program is to be achieved, it is essential that the parties and the teachers maintain an attitude which will support innovation and change but which will also assure that neither the teachers, the students, nor the District will be unfairly treated. Policies, scheduling, instruction, professional duties and the workday shall conform to the following guidelines, namely:

The shared staff schedule shall include equivalent planning time for the building the teacher is assigned, of which a minimum of 30 (thirty) minutes shall be continuous exclusive of student passing time or lunch/breaks. Teachers shall be reimbursed $30/hour for the number of hours a year that planning time is short based on the teacher's primary building assignment. Teachers will receive 20 (twenty) minutes of travel time. The parties recognize that this determination will be made on an annual basis and will address the following parameters: start and end times of the day, lunch, planning time, passing time, and travel time. The teacher's reimbursement calculation shall be finalized by the last day of September by

the building principal, Association representative, and teacher. Final approval shall be made by the superintendent.

Section C: General Provisions.

1. All MS/HS teachers shall report for duty ten (10) minutes before the opening of the students' regular school day in the morning and shall remain no less than ten (10) minutes following the end of the student day or the day's end preparation period, whichever is later. All Primary School teachers shall report for duty fifteen (15) minutes before the opening of the students' regular school day in the morning and shall remain no less than five (5) minutes following the end of the student day or the day's end preparation period, whichever is later.

2. Teachers shall not be assigned unpaid lunch period supervision. "Lunch period" as defined by the Employer shall not be less than thirty (30) minutes.

3. The Employer shall save harmless from any liability all teachers who dispense medication to students in accordance with Board policy.

4. Teachers may not be required to substitute for the Building Principal. Teacher may agree to do so on a strictly voluntary basis.

Section D: Elementary Planning Time. The normal workweek for a full-time regularly assigned elementary classroom teacher shall include:

1. A minimum of two hundred twenty (220) minutes of conference planning time per week. Blocks of planning time of at least forty (40) minutes a day will be established.

Section E: Middle School Classroom Teachers. A teacher regularly assigned as a middle school classroom teacher will have five (5) classes per day, in addition to student contact time for “What I Need Now” (WINN), as determined by the administration.

1. Five (5) unassigned periods for conference/planning time.

Section F: High School Classroom Teachers. A high school classroom teacher will have five (5) classes per day in addition to student contact time for Flex periods, as determined by the administration.

1. Five (5) unassigned periods for conference/planning time.

2. Zero Hour. The High School “zero hour” shall be a period of instruction conducted beginning approximately one hour before the regularly-schedule school day.

a. Teacher participation in the zero-hour schedule is strictly voluntary.

b. The length of the teacher workday shall not be increased for teachers who volunteer to work on the zero-hour schedule. Accordingly, their workday shall end proportionately one hour before the end of the regular school day.

Section G: Part-Time or Additional Instructional Assignments. The normal work week for part-time teachers shall be adjusted by the Board on an individual basis in accordance with the number of hours employed.

Middle School and High School part-time teachers will be compensated based on 1/6 of their respective salary for each period of student contact time for which they are employed.

Middle School and High School teachers agreeing to teach an additional class beyond the full instructional load of five (5) classes per day, in addition to student contact time for "What I Need Now" (WINN) or Flex periods, as determined by the administration) will be compensated an additional 1/6 of the respective salary.

Section H: Interns. The acceptance of intern supervisory assignments shall be voluntary. A first-year teacher shall not accept an intern.

Section I: General Professional Duties. Each teacher shall be available up to four (4) hours per month for additional professional duties. These duties shall include faculty meetings, departmental meetings, in-service training programs, open house, parent/teacher and student/teacher conferences and such other professional activities as may reasonably be required.

The Employer shall give a minimum of five (5) working days' notice when scheduling such meetings. The second Tuesday of each month is reserved for Galesburg-Augusta Education Association Executive Board Meetings.

Regarding attendance at the above professional duties, the parties agree that:

1. The present duty time required in Article 2, Section I will be structured so it may qualify as Professional Development under Section 1527 of the Revised School Code. This duty time will also include time for voluntary participation in School Improvement Teams.

2. The Building Principal is empowered to employ and enforce these guidelines.

3. Teachers who have conflicts with professional duties (especially for student/teacher

interaction activities within the District) meet the contractual agreement by attending professional activities as long as possible. If the District has reasonable cause to question a teacher's absence, the District may require the teacher to explain the absence.

4. The request for any deviation from full attendance be approved by the Principal prior to the meeting and that the Department Head be professionally notified before the meeting time.

5. The teacher is expected to obtain any information from any portion missed within two (2) working days and fulfill obligations as expected. It is the Principal's duty to enforce the above. It is the Department Head's duty to report infractions to the Building Principal.

6. A teacher will be excused from such a duty if he/she provides prior notice to his/her Principal that the duty conflicts with an academic event involving a member of his/her immediate family.

Section J: Professional Development.

The thirty (30) hour Professional Development Requirement will be fulfilled as follows:

1. Professional Development days will be built into the attached school calendar.

2. Independent Professional Development activities as outlined or reflected in a teacher's log of Professional Development activities. These activities require approval by the Building Principal.

Section K: Workload Adjustment. It is the goal of the parties that teachers in the same pay classification or professional assignment shall have substantially equal workloads and productivity. However, it is recognized that the professional workload and effort of each teacher cannot be precisely measured. The parties recognize, however, that at least the following factors should be considered:

1. Class Size Criteria. The student/teacher ratio guidelines for the average classroom computed on a District-wide basis are as follows:

Grade Classifications	Student/Teacher Ratio
K-2	25 to 1
3-4	26 to 1
Middle School	30 to 1
High School	30 to 1

2. Computation Method.
   Determine the number of students in all classes within the grade classification (i.e., K- 2) and divide by the number of full-time regular education classroom teachers in that grade classification. Excluded from this computation are students and teachers of special programs which specify lower student/teacher ratios (i.e., self-contained Special Education classrooms). Also excluded from this computation method are special teachers of students who are also assigned to regular education classrooms (i.e., Resource Room, Music, Physical Education, Art, Business). The parties will agree whether to exclude a new program from this computation.

3. Other Guidelines. The following factors should also be considered:

   a. Subject matter

   b. Teaching strategy

   c. Distribution, maturation level, or special needs of the students

   d. Training and experience of the teacher

   e. Quantity, quality, and type of physical facilities and teaching aids available.

4. **Workload Adjustment.** The Board will endeavor to coordinate class scheduling and assignment so that no high school or middle school teacher will have more than four (4) preparations per day and will use its best efforts to try to achieve average physical education class sizes at no more than fifty (50) students.

5. If the professional workload of a teacher is materially greater than the workload of other teachers in the same assignment, and the workload is not adjusted through normal administrative procedures (e.g., adding a class or section), the Professional Relations Committee shall review the professional workload of such teacher for the purpose of recommending to the Superintendent an adjustment to the teacher's workload or the addition of a Paraprofessional to the classroom or other remedy deemed reasonable by the Professional Relations Committee.

Section L: Professional Assignments. Each non-teaching professional staff employee shall be placed to the extent practicable in a position which will most effectively use the non-teaching professional staff employee's skills, experience, and qualifications while providing for the present and future staff needs of the District.

Section M: Assignment Criteria. The professional assignments of a non-teaching professional staff employee shall be made by the Board based on the following criteria:

1. The qualifications of the non-teaching professional staff employee compared to those of other candidates, both for the position to be vacated and the position to be filled.

2. All non-teaching professional staff employees hired shall meet the individual school's selected accreditation agency's standards.

3. Additional qualifications which may be considered include the following:

    - Evidence of study in the area of the available assignment.
    - Annual performance evaluations.
    - Previous successful performance at the grade level or in the subject area in which the assignment occurs.
    - Other special certifications/endorsements which are needed in the position or building.

4. The length of service in the District.

5. The preference of the non-teaching professional staff employee for the assignment.

6. The opportunity for the professional growth of the non-teaching professional staff employee as determined by the non-teaching professional staff employee.

7. Building class schedules and/or assignments and workloads of other employee non-teaching professional staff employee in the building.

Section N: Assignment Procedure.

1. **Assignment Preference.** Subject to the assignment criteria, the most senior eligible non-teaching professional staff employees, within a department, subject area, or grade level, shall be given preference for an assignment.

Section O: Teacher Placement Transfers, Layoff & Recall

Section 1: Decisions about placement, and layoff/recall of a "teacher" defined under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (hereinafter referred to as "teacher") will be made as stated below. The procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1249.

A tenured Teacher may grieve placement and/or layoff/recall decisions to Section C of the

grievance procedure (Article 9). If the grievance procedure does not satisfactorily resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

A probationary Teacher may not grieve placement and/or layoff/recall.

Section 2: Vacancies and Transfers.

1. **Definition.** The Superintendent or designee decides teacher placement when a vacancy exists, and when a posting is made. Generally, a vacancy is an unassigned, open position or newly created position which the District intends to permanently fill.

2. **Voluntary Transfers.** On or before April 1 of each school year, teachers will provide written notice of the preferred placement for the following school year to the administration. The administration will review teacher preferences and place teachers in their teaching assignment for the following year using the criteria set forth in this Article.

3. **Notification of Vacancies.** Vacancies that occur after teachers are placed in their initial placement for the school year will be emailed to bargaining unit employees through the District's email before permanently filling the position. The vacancy will be posted internally for seven (7) calendar days before permanently filling the position unless the parties mutually agree to a shorter timeframe. Teachers may apply for vacant positions by submitting a written letter to the Superintendent or designee identifying the vacant position that teacher is applying for and any relevant information such as training, professional development, or experience.

4. **Involuntary Transfers.** The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary and capricious. The Superintendent or designees shall provide thirty (30) calendar days' notice to the affected employee and the Association, unless exigent circumstances (examples include but are not limited to significant financial changes, legal compliance, avoiding a layoff, or a health or safety concern, etc.) require a shorter notice period, of the involuntary transfer specifying the reasons and the specific position the employee will be transferred. The 30-day notice requirement may be waived with the employee's consent.

Section 3: Teacher Placement

Consistent with Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

1. The factors for considering a teacher placement decision will be:

    a. Staffing the curriculum with the effective and qualified Teacher to instruct the applicable courses, grades, and school schedule.

    b. Appropriate certification, approval, or authorization for all aspects or the assignment. The certification, approvals, or authorization, as applicable, will be determined by Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Service, District criteria and job descriptions, and other applicable statues and regulations.

    c. Teacher placement decisions must be made based on classroom effectiveness criteria established in Revised School Code Section 1249.

2. Teacher must be fully qualified for all aspects of their assignments, as determined by the Board, based on the documentation on file with the Superintendent's office, including:
    a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

    b. Credentials needed for District, school, or program accreditation;

    c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

    d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

    e. Length of service in a grade level(s) or subject area(s);

    f. Recency of relevant and comparable teaching assignments;

g. Previous effectiveness ratings;

h. Compliance with state and federal law; or

i. Other reasoned explanation for the placement decision based on evidence.

3. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

4. If a teacher petitions for nullification of their teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

5. Awarding of a vacancy to an external applicant shall occur if no bargaining unit employee has applied for the vacant position within the posting timeline or if no internal applicant meets the criteria outlined in Section 3.

Section 4: Transfer Denial

If a transfer request is denied, the building administrator will inform the employee of the transfer denial within 10 calendar days of the placement decision. If requested by the employee, the administrator will meet to discuss the reasons for the denial.

The following shall constitute valid reasons for denial of voluntary transfer:

- Bargaining unit employee is not properly certified, approved or licensed to hold the position
- The bargaining unit employee does not meet the minimum qualifications for the position as spelled out in Section 3
- Bargaining unit employee is on an IDP
- Bargaining unit employee has received a developing/minimally effective or needing support/ineffective evaluation rating in the previous 2 years
- The bargaining unit employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill.
- The bargaining unit employee applied for and received one (1) or more changes of placement in the previous five (5) years unless both the teacher and the building principal mutually agree to the change of placement.
- To avoid violating state or federal law or receiving a penalty or reduction in funding.

Section 5: Teacher Certification:

1. Bargaining unit employees shall provide written notice to the Board and Association of any change to their professional certificates, endorsements, or licenses, including notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations therein.

2. If a Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
3. Bargaining unit employees must file certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be conclusive for all purposes under this Appendix.

Section 6: Layoff

1. Acting within the approved budget, the Superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Teaching staff or that a reduction in Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced. Staff reduction and recall decisions are made by formal Board action.

2. Reduction and recall decisions must be made based on Teacher effectiveness criteria as established in the Revised School Code 1249 and Section 3.

3. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.

4. A laid off bargaining unit employee must maintain current contact information (address, phone, and email address) with the Superintendent's office.

5. Failure to maintain current contact information may negatively affect the teacher's recall.

6. **Procedure.** Teacher reduction in force decisions will be implemented by the following:

    a. The administration will inform the Association if the administration intends to recommend layoff of bargaining unit positions a minimum of seven (7) days in

advance of the Board meeting. At least thirty (30) calendar day's notice of reduction in force will be provided to the teacher and Association, absent extenuating circumstances.

b. If one (1) or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or departments(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(0), selection of Teacher(s) for reduction in force will be based on the factors set forth in this Article.

c. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.

d. When a Teaching position is identified for reduction and there exists a concurrently vacant Teaching position for which the Teacher in the position to be reduced is both certified and qualified, and the Teacher has received an overall rating of at least effective on that Teacher's most recent year-end performance evaluation, that Teacher may be assigned to the vacant position consistent with this Article.

e. If more than 1 Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.

f. If the reduction or recall decision involves more than (1) Teacher and all other factors distinguishing those Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

Section 7: Recall

1. A teacher is eligible for recall under this Article for 12 months from the date the District implemented the reduction in force.

2. **Teacher Recall Process**

a. The Superintendent will first identify the academic level(s) or department(s) for which a teaching vacancy exists.

b. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign teacher to fill vacancies in accordance with Section 3 of this Article.

c. After or in lieu of any reassignment of existing Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

    i. Recall the laid-off Teacher who is certified and qualified for the vacancy, provided the Teacher was rated at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Section 3 of this Article; or

    ii. Post the vacancy and consider all applicants if the Superintendent determines that the District's education interests would be served and no Teacher on layoff meets the certification and qualification requirements of the position.

d. The Superintendent or designee will provide written notice via certified mail of the Board's recall decision to any recalled Teachers and the Association and will establish the time within which a Teacher must accept recall to preserve the Teacher's employment rights.

e. A laid-off Teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment, except in the case of extenuating circumstances.

f. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

Section P: Notice of Assignment. When possible, teachers shall be given written notice of their tentative subject(s) and/or grade assignment, including Schedule B assignments, for the next school year before July 1. A posted assignment which is in the process of being filled is excluded from this timeline.

Section S: Seniority

1. The following definitions apply to this Section:

    a. **Date of Hire** means the date of the Board meeting at which the decision to hire the teacher is made as reflected in the Board minutes, or, the first scheduled date of work, whichever is first.

    b. **Highly Qualified** means the description of that term in Article 1, Section B (5) and Section M of the Assignment Criteria.

    c. Seniority means the length of service with the District and shall be computed from the teacher's most recent date of hire.

2. Seniority shall be measured from the date and time the new employee signs their Letter of Intent along with the signature of the District Superintendent. A teacher shall also receive seniority credit for any previous teaching experience with the District before the most recent date of hire.

    a. Beginning July 1, 1990, seniority shall be recorded by years of service.

    b. Seniority for days during which a teacher receives no compensation shall be deducted on a pro rata basis.

    c. Under no circumstances shall more than one (1) year of seniority accrue during a school year, nor shall extra work (e.g., Schedule B items, kindergarten round-up, extended contract), be used in lieu of or in addition to the contract year to determine seniority.

    d. Seniority accrual for a teacher whose contract is less than full time shall be reduced proportionately.

    e. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued before the layoff shall resume.

3. Before September 15th of each school year, the Board shall furnish the Association President with a seniority list reflecting the seniority status of each bargaining unit member as of the immediately preceding June 30th. Any challenges to the seniority list must be submitted to the Board by the Association on or before October 15th of each school year.

Section T: Teaching Conditions.

1. The Board agrees to provide a computer for each teacher to use within his/her work area to complete daily District expectations and assignments.

2. Consistent with the financial resources of the District and existing building structures, the Board will attempt to make available in each building: lunchrooms, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge, and provision for such facilities in all future buildings.

3. Telephone facilities as now in existence shall be made available to teachers for their reasonable use. Teachers will pay for personal long-distance charges.

4. A teacher shall notify the Building Principal in writing of any hazardous condition of which he/she is aware. The Employer shall notify the teacher in writing of the disposition of the report.

5. The power of suspension and expulsion of students resides in the Administration and the Board. The Association is in full agreement with and will continue to support the current Board policy and the Association will assist the Board in implementing this provision and the related Board policies.

6. The Board shall mail end-of-year student report cards.

Section U: Reporting of Teachers. The parties agree that scheduled instructional days which are cancelled for any reason shall be subject to the following:

1. When school is cancelled, teachers will not be required to report.

2. The first six (6) days cancelled will not be rescheduled and is contingent upon State requirements.

Section V: Mentor Teachers

1. The Building Principal shall assign a teacher in the first three (3) years of his/her employment as a classroom teacher to one (1) or more master teachers, who shall act as a mentor or mentors to the teacher ("mentee").

2. Service as a mentor teacher is voluntary and cannot be required.

3. A mentor teacher may be assigned in accordance with the following considerations:

a. To be eligible to serve as a mentor teacher, a District employee shall be tenured.

b. If a tenured District employee is not available to serve as a mentor teacher, the building principal, in consultation with the Association, may select a non-District employee.

c. The Building Principal will endeavor to match a mentor teacher to a mentee who works in the same building and who has the same area of certification or general work assignment. If this match is not available, the building principal, in consultation with the Association, will select a mentor teacher.

d. The decision of the mentor-mentee assignment is solely within the discretion of the Building Principal and is not subject to the grievance process.

4. The mentor assignment shall be for one (1) school year. If either the mentor teacher or the mentee requests to dissolve the relationship during the school year, the Building Principal will meet with the mentor teacher**,** the mentee**,** and an Association Representative, should the mentee so choose, to determine an appropriate course of action.

5. A mentor teacher shall not be assigned more than two (2) mentees in a school year. Upon approval of the mentor teacher, the Building Principal, and the Association president, a mentor teacher may be assigned a third mentee for a school year.

6. As deemed appropriate by the Building Principal, reasonable release time may be made available for the mentor teacher and the mentee to participate in observation or training activities.

7. Neither the mentor non-teaching professional staff employee nor the mentee non- teaching professional staff employee shall be permitted to participate in the formal evaluation of the other.

8. The mentor teacher shall regularly complete a mentor log, which shall be submitted to the Building Principal at the conclusion of each marking period.

9. A mentor teacher will be paid: $750.00 for a first year teacher (25 hours); $600 for a second year teacher (20 hours); $450 third/fourth or tenured in previous district (15 hours) Payment shall be made at the end of the school year.

Section W: School Improvement

1. **Description.** School Improvement is a joint planning and problem-solving process that seeks to improve student achievement.

   "…*effective teacher leaders exhibit important skills, values, and dispositions. Teacher leaders call others to action and energize them with the aim of improving teaching and learning."* (Danielson)

2. The District School Improvement Team will consist of the Building administrators as designated by the Superintendent and those who can represent a composition of Pre-K-4th Grade Level Leaders, Curriculum Leaders of each departments 5-12, experts in Assessment, MTSS, Pre-k-12 Elective Educators, and Pre-K-12 Special Education Leaders

   One (1) individual representing the following:
   - Preschool
   - Kindergarten
   - First Grade
   - Second Grade
   - Third Grade
   - Fourth Grade
   - 5-12 ELA
   - 5-12 Math
   - 5-12 Science
   - 5-12 Social Studies
   - Pre-K-12 Electives
   - Pre-K-12 Special Education

3. **Meetings**

   The monthly Tuesday meeting schedule will be as follows:
   1st Tuesday: All Staff Meeting
   2nd Tuesday: G-AEA Executive Board
   3rd Tuesday: All Staff Meeting
   4th Tuesday: All Staff Meeting

   All Staff Meeting topics will revolve around continuous school improvement initiatives. All parties recognize the need for department and grade level times to ensure PLC's are given priority for improving teaching and learning. A calendar for meeting topics will be provided to staff at least one week prior to meeting.

   Attendance at <u>all</u> Tuesday staff meetings is mandatory, unless otherwise excused by Building Principal in writing.

   The District SIT will attend three (3) District Continuous Improvement Meetings per school year to assist with writing the District Plan, monitoring implementation, and effectively communicating progress of the plan through the context of your role.

4. **Responsibilities**
   Primary Role: Serve as a building and district leader and formative assessment (FAME) coach for specified grade level or department. Act as a support liaison for continuous improvement in curriculum, instruction, and assessment in the designated area.

   - Plan, coordinate, conduct and communicate the results and/or learning of District Continuous Improvement Meetings, FAME meetings within and across schools as specified.
   - Participate in one monthly FAME team planning meetings to create your agenda and collaborate and learn with other Continuous Improvement members.
   - Plan and facilitate one team meeting per month with grade level or department members sharing strategies to improve instruction and review student data in alignment with FAME focus.
   - Assist with the planning and facilitation of vertical meetings as applicable. (It is anticipated that vertical meetings will take place during specified monthly meetings and/or PD opportunities).
   - Attend three District Continuous Improvement Meetings a year in order to assist with writing the district plan, monitoring implementation, and communicating progress with the plan through the context of your role.
   - Other duties assigned.

5. **Release Time.** Upon approval by the Building Principal, release time may be provided to DSIT members for training and program development/participation.

6. **Compensation.** Persons assigned to the following positions shall be compensated 6% of Base according to Schedule B.

7. **Application.** The School Improvement Plan shall not be interpreted to supersede the terms of this Agreement between the Board and the Association or School Board Policy.

Section X: Curricular Departments - Schedule of Meetings.

Department meetings will generally be scheduled on a monthly basis. Meetings may involve all or some of the K-12 department members. Attendance at these meetings is mandatory for all department members in the grades requested for that meeting, unless otherwise excused by the presiding administrator. In conjunction with administration, members of the District School Improvement Team will conduct the meetings.

ARTICLE 3
COMPENSATION AND BENEFITS

Section A: Wages. Each teacher shall be entitled to receive wages as herein set forth. Wages and benefits shall be paid in accordance with the applicable schedules and provisions.

Section B: Regular Compensation. The basic compensation of each teacher shall be as set forth in Schedule "A."

Section C: Professional Experience.

1. The Board may place new professional employees on such step as professionally indicated by reason of education and experience (including, but not limited to, military service and vocational experience). Credit for previous teaching experience may be granted for complete semesters taught, up to a maximum often (10) years. The administration will confer with the Association President or designee before making a salary offer for teaching experience credit over ten (10) years.

2. All new teachers with no prior teaching experience will be hired at Step 1. It is understood that there may be a need for a rare exception which requires this new teacher to be hired at Step 2 or 3. The administration will confer with the Association President or designee before making a salary offer of Step 2 or 3 to a new teacher with no prior teaching experience.

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

Section E: Salary Steps. Except as otherwise agreed to by the parties or as prohibited by law, a teacher shall automatically advance to the next salary step at the beginning of the school year unless:

1. The teacher is hired after March 1 of the current school year. If that situation occurs, the teacher shall advance on the salary schedule in the August following the completion of his/her first full school year of employment.

2. A teacher or non-teaching professional staff employee who receives a definite written statement of ineffective service on the annual evaluation under the Board's performance evaluation system, along with a recommendation of no salary advancement shall not advance on the salary schedule. In such circumstances, the teacher or non-teaching professional staff employee may request a hearing before the Board of Education. Such request must be made to the Superintendent in writing no later than fifteen (15) calendar days after receipt of the notice. Further, the non- teaching professional staff employee only shall have the right to appeal the Board's decision to the last step of the grievance procedure. This appeal must be made within five (5) days of the non-teaching professional staff employee's receipt of the Board's decision.

Section F: Student Activities. Student activity assignments described on Schedule "B" shall be compensated as therein provided.

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

Section H: 403(b) and 457(b) Program. Upon written authorization from an employee, the District shall deduct from the employee's salary and make appropriate remittances to qualified plans under Section 403(b) and 457 (b) of the Internal Revenue Code (the "Plan"). Prompt remittance (as defined by the Internal Revenue Code) of employee contributions shall be made to the third-party administrator.

1. To implement this 403(b) and 457 (b) program, the District shall participate in a consortium of public education employers known as the Michigan Retirement Investment Consortium ("MRIC"), which has selected TSA Consulting Group ("TSA") as its third-party administrator. The District and the Association recognize that changes may be made in the selection of Plan administrative firms, including MRIC and TSA. Such changes shall only be made after timely consultation with the Association.

2. Investment providers presently offered to employees as wild card vendors for the 403(b) and 457 (b) program include Ameriprise Financial and Horace Mann. These providers will be included in the initial list of investments offered to teachers. The initial core providers for MRIC will include VALIC, MEA Financial Services, Plan Member Services, Williams & Company, LLC/The Legend Group, Waddell & Reed, and Midwest Capital Advisors.

a. The District and the Association recognize that changes may be made in the selection of investment firms. Such changes shall only be made after timely consultation with the Association.

b. None of the wild card or core providers will be discontinued by the District without prior consultation with the Association.

c. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the consortium as soon as possible.

3. Although TSA may require investment providers to pay reasonable administrative costs, the fees required to administer the Plan will be kept as low as possible.

4. The Plan document shall permit an employee to:

   a. Make changes to his/her investment portfolio;
   b. Withdraw funds based on hardship status;
   c. Take loans on his/her investment as permitted by the Plan document.

5. The District and the Association shall conduct an ongoing review and assessment of the performance of MRIC, TSA, and participating investment firms.

Section I: Insurance. Hospital and medical insurance shall be provided on the terms and conditions set forth in Schedule "C."

Section J: Attendance Incentive Stipend. Bargaining unit employees who maintain perfect attendance for the teacher work year shall receive a stipend: $500 = 0 absences, $250 = 1-2 days absent, $100 = 3-4 days absent. Absence due to Article 4 Section C. (legal leave), Section D (funeral leave), Section G (association leave) or Section I (professional leave) does not affect the employee's eligibility for this incentive.

ARTICLE 4
LEAVES OF ABSENCE

Section A: Sick Leave.

1. **Number of Days.** Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines:

2. **Use.** Sick leave may be used for:

    a. Any physical or mental condition which disables a teacher from rendering professional services excluding any condition compensable by worker's compensation. Sick leave may be used for disability resulting from pregnancy to the extent expressly required bylaw.

    b. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the School District.

    c. Physical examinations, medical, dental, or other health treatment which cannot be scheduled outside of the teacher's regular work day workday.

    d. Serious illness or traumatic injury to a member of a teacher's immediate family. Such an absence shall be for a period of one (1) day per illness or injury unless illness or injury is so serious as to require the presence of the teacher (i.e., case where competent medical authority has advised teacher that presence is necessary.)

    e. If the District has reasonable cause to question a teacher's absence and upon request by the Superintendent, a teacher who uses five (5) consecutive sick days shall be required to submit a physician's verification for the absence.

3. **Unused Days.** Unused sick leave shall accumulate to the extent set forth in Article 4, Section B-4. If employment is terminated, any accumulated sick leave shall be cancelled and the teacher shall not be compensated either in terminal pay or otherwise.

4. A teacher who is unable to teach due to extended personal illness or disability and who has exhausted all sick leave available shall be granted up to twenty (20) days and be paid the difference between his/her contractual salary and the amount paid the contract service

provider. For the first ten (10) days, the rate will be the daily entry-level substitute rate and for days eleven (11) through twenty (20), the rate will be the actual per-diem substitute rate. The District may require medical certification before such differential is paid. This arrangement shall continue for not more than twenty (20) days. After this time, a leave of absence may be granted, without pay, for up to one (1) year or for the duration of the illness or disability. The leave may be renewed by the employer each year upon the written request by the teacher provided the teacher supplies the Superintendent a letter from a medical doctor certifying such illness or disability.

5. At the beginning of each school year, each teacher shall be notified of the total number of sick leave days to which the teacher is entitled.

Section B: Personal Leave. Personal leave shall be provided for teachers at a rate of three (3) days per year with pay and shall be subject to the following provisions and limitations.

1. Three (3) days per year shall be granted upon request and no reason for such request need be stated. Such leave shall accumulate up to four (4) days. Excess beyond the four (4) days shall become unusable personal days added to the pool in Section B (4). Use of these days shall be subject only to the following limitations:

    a. Leave shall not be granted the day preceding or following a holiday or vacation, the day or evening of Parent/Teacher Conferences or a day of scheduled in- service training. For extraordinary circumstances, the Superintendent, in consultation with the Building Principal, may grant an exception to this standard.

    b. Such leave shall not be granted on a day when a teacher has planned unusual and special student activities which cannot be conducted by a substitute and would materially affect the quality of education of the teacher's students.

    c. Personal leave shall not be granted if more than four (4) teachers per building have already been granted personal leave on the same day. If this limitation is exceeded, priority shall be determined by the four (4) earliest requests by date. For extraordinary circumstances, the Superintendent, in consultation with the Building Principal, may grant an exception to this standard.

    d. Personal leave shall not be used for more than two (2) consecutive days, including a Friday followed by a Monday, unless prior permission is obtained from the Superintendent for special circumstances. For example (and assuming that other personal leave criteria have been satisfied), Friday and Monday are permitted, while Thursday, Friday, and Monday or Friday, Monday, and Tuesday are not permitted.

2. Teachers may be granted necessary leave time during the workday to attend Parent/Teacher Conference(s) or other student-related activities, for their own children, approved by the Building Principal. The leave time shall be scheduled by the Employer after consultation with the teacher at a time when it will least affect the educational needs of the District.

3. To ensure the maximum level of education in the absence of the teacher, a reasonable effort shall be made by each teacher using personal leave to submit a personal leave form to the Employer at least forty-eight (48) hours in advance of said leave. If circumstances do not permit forty-eight (48) hours' notice, no less than twenty-four (24) hours shall be given except in an emergency. When emergency leave is necessary, a leave application shall be submitted at the earliest possible time. For an emergency leave, specific reasons shall be stated, but shall be kept confidential by the Administration at the request of the teacher.

4. A maximum of one hundred five (105) unused sick leave days and a maximum of thirty (30) unused personal leave days shall be permitted to accumulate to a total of one hundred thirty-five (135) days.

   Upon voluntary termination of employment, the teacher shall be paid ninety dollars ($90) per day for each of combined accumulated sick leave and personal leave in excess of ninety (90) days up to a total of 30 days.

Section C: Legal Leave. A teacher shall be entitled to leave for jury service or when presented with a subpoena for a matter(s) related to a District student. The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his/her duties whenever his/her attendance in court is not actually required.

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

1. Released time shall be granted for deaths in the immediate family not to exceed three (3) days per occurrence. The immediate family is defined as mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, niece, nephew, aunt, uncle, father- in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or grandchildren of spouse and stepchildren. An employee's domestic partner and his/her relatives will be considered on the same basis as a spouse or spouse's relatives for purposes of this section. In the event of the death of the employee's child, spouse or domestic partner, up to five (5) days bereavement may be granted.

Section E: Sabbatical Leave.

1. A teacher who has been employed by the District for seven (7) consecutive years may be granted a sabbatical leave with the approval of the Employer. During said sabbatical leave, the teacher shall be considered to be an employee of the District.

2. A non-teaching professional staff employee, upon returning from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

3. No more than one (1) person shall be granted sabbatical leave per school year.

4. A teacher wishing sabbatical leave must prepare a request and submit an outline of plans to the Employer by the end of the first semester of the school year preceding the year of intended leave.

5. The Employer shall rule on the applications within thirty (30) days following the deadline for application.

6. Salary during sabbatical leave shall be not more than seventy-five (75%) percent of salary provided that such sum shall not be in excess of any amount permitted by law.

7. A teacher who takes a sabbatical leave agrees to teach in the District for at least three (3) years following such leave.

8. If a teacher who has taken sabbatical leave does not comply with the above provision, he/she shall be obligated to repay his/her sabbatical leave salary prorated according to time not repaid as stated in Article 4, Section E-6.

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

1. The past performance of the teacher.

2. The staffing needs and other requirements of the District.

3. The length of service of the teacher and the probability that the teacher will return to the service of the District.

4. The purpose or purposes of the leave.

Section G: Association Leave. The Employer grants the Association eight (8) teaching days to be used for Association business at the discretion of the Association President. Except for good cause, three (3) days' notice of such absence shall be given the Superintendent by the Association President. More days may be allowed by the Superintendent upon the request of the Association. The Association agrees to pay the cost of the substitutes and shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

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

Section I: Professional Leave. Each department and grade level shall be allotted a minimum of one (1) day professional leave for the purpose of attending conferences, workshops, or for clinics.

Section J: Unpaid Child Care/Maternity Leave. The initial leave period shall be for the duration of the semester in which the leave was granted and may be extended for one (1) additional semester upon the mutual agreement of the teacher and the Board. The Board may grant a leave of absence for up to one (1) semester for the purposes of caring for the bargaining unit employee's children under the age of 18 years.

Section K: Family and Medical Leave. The District will provide covered employees job protected leave for certain family and medical reasons. Full-time teachers who have worked for the District for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 ("FMLA") and its published regulations. The District will observe any contractual provisions which provide greater family or medical leave rights than those provided by the FMLA.

1. **Purpose of Leave.** Up to twelve (12) weeks of leave may be granted for any of the following reasons:
    a. To care for the employee's child after birth or placement for adoption or foster care; or,

b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.

c. Up to eighteen (18) weeks of leave may be granted for a serious health condition that makes the employee unable to perform the employee's job.

2. **Notice, Duration, and Certification.** When the need for leave is foreseeable, employees are expected to provide four (4) weeks advance notice. When not foreseeable, an employee is required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, an employee must attempt to schedule treatment so as not to unduly disrupt the District's operations. Failure to provide appropriate notice may result in the denial of leave. Leave for a newborn or newly-placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. In order to avoid disruption to students, the duration and timing of a leave shall be subject to the limitations of the FMLA pertaining to leaves near the end of an academic term.

   When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. If a teacher or other instructional employee requests intermittent leave for foreseeable treatment, either for a family member or for the employee, and the employee would be on leave for more than 20% of the total number of working days during the period of planned treatment, the District may require the employee to either take leave for a period or periods of a particular duration or temporarily transfer the employee to an equivalent position which is better suited to periods of intermittent or reduced schedule leave. All time taken, whether by choice or requirement, will count toward the employee's annual entitlement for family and medical leave.

   The District will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the District and the expected date of return. For leaves in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, an employee will be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave.

3. **Wages and Benefits.** Leave will be unpaid, unless the employee elects to use any paid leave which may be available. For leaves of up to twelve (12) weeks under this Section, the District will maintain the employee's group health plan benefits such as health, dental, and vision coverage. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. An employee who fails to return from a leave will be obligated to reimburse the District for the cost of such paid group health plan benefits, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

4. **Return to Work.** As required by the FMLA, upon return from leave an employee will be restored to his/her original position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit or rights that accrued prior to the start of the leave.

5. **Eligibility Year.** For purposes of determining eligibility for a leave, the District adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

ARTICLE 5
ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A: Association Rights. The Association shall have, in addition to other rights expressly set forth in this Agreement or provided by law, the following rights:

1. Before implementing a policy, decision, or action that would have a significant impact on the terms or conditions of employment of the bargaining unit, the District shall notify the Association of the opportunity to meet and confer with the appropriate District representative(s) regarding such matter unless the matter is a prohibited subject of bargaining.

2. **Facilities and Equipment.** The Association has the right to the use of school buildings at reasonable hours for meetings of the local Association. The Association also has the right to the use of school equipment, including computers and electronic mail, provided that the Association shall pay for the reasonable cost of any required labor, materials, or supplies, and for any damage. Such use shall not interfere with the primary educational use of such

facilities or equipment. District facilities and equipment shall not be used or made available for political campaigns.

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

4. **District Communications.** Within 14 calendar days of hiring a new bargaining unit member, the Association will be provided with the following information about that individual, if available:

    (a) First, middle and last name
    (b) Start date of employment in bargaining unit
    (c) FTE, step, lane placement and base contractual salary
    (d) Certification

5. **Board Communications.** Copies of the agenda for official meetings (regular or special) of the Board of Education, as well as the proposed meeting minutes and the draft treasurer's report will be sent by electronic mail to the Association President prior to the stated meeting. A copy of the proposed budget and budget comparison will also be provided to the Association President when those documents are made available to the Board.

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

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

1. During the term of the Agreement, it will cooperate with the Board in enforcing the work standards, schedules, rules, and regulations of the Board and will not, directly or indirectly, encourage or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the school or the educational opportunities afforded its students.

2. No Association activities, except those specifically authorized by this Agreement, shall be allowed to interfere with or interrupt the day-to-day educational processes of the Board.

ARTICLE 6

TEACHER RIGHTS AND RESPONSIBILITIES

Section A: Teacher Rights. Each teacher shall have, in addition to all other rights expressly set forth in this Agreement provided by law, the following rights.

Section B: Evaluation of Teachers. Teachers will be evaluated pursuant to a performance evaluation system consistent with the Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards
2. A mutually agreed upon evaluation tool that incorporates components required by law including:
    a. Locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
    b. The Teacher's performance
3. Access to all relevant forms, rubrics, the evaluation tool, and other relevant documents used in the evaluation process.

The evaluation tool to be used for the 2024-2025 school year shall be the Charlotte Danielson model. This shall amount to 80% of the evaluation. By September 1, 2024, the Parties will negotiate and reach consensus about how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will follow its established Board policies and procedures until the parties reach an agreement.

The Association and administration will meet to discuss the evaluation process and student growth and assessment data no later than March 1, 2025. The District and Association must mutually agree to any modifications to the evaluation tool or process initiated by the District or the Association. If the entity that developed the evaluation model modifies the evaluation tool or process, the parties will meet to discuss the impact of the modification(s).

Section 1: Evaluation Process

1. There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. These observations must be at least 15 minutes each.

2. A teacher will receive written feedback from the observation within 30 calendar days of the observation.

3. A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson and must be discussed during a post-observation meeting between the school administrator.

4. The evaluator will make an effort to not schedule an observation the day before winter or spring break.

5. A year-end performance evaluation effectiveness rating of effective, developing, or needing support.

6. The evaluator must complete year-end evaluations by the last teacher report day of the school year unless the individual teacher's circumstance require additional time and the teacher has received notice that additional time is necessary.

7. Teachers may submit a rebuttal statement to their evaluation which will be included in their personnel file.

8. Tenured Teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the Teacher is not rated as effective on one of the triennial year-end evaluations, the Teacher must receive year-end evaluations. If a Teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Teacher to annual evaluations. The Association and administration will discuss when teachers will be evaluated on the triennial schedule. Teachers will be notified of the triennial evaluation schedule.

9. If a teacher receives an unevaluated rating, the Teacher's rating from the school year immediately before the designation must be used for consecutive purposes.

Section 2: Individualize Development Plans

1. An individualized development plan (IDP) with performance goals that are aligned to performance areas that need improvement as identified by the evaluator, developed by the evaluator in consultation with the teacher and includes recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
    a. All probationary teachers
    b. Teachers rated developing, needs support; or
    c. At the evaluator's discretion when performance deficiencies are noted.
2. Probationary Teachers shall have, as required by law:
    a. A mid-year progress report which aligns with the Teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator. A teacher may request representation at the mid-year progress report meeting.
    b. A mentor assigned to them.

Section 3: Tenured Teachers' Rights

1. As required in MCL 380.1249, a tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating. If MCL 380.1249 is amended and this language is modified, this language is no longer enforceable and the parties will bargain the issues of evaluation appeal if required by law.

    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than thirty (30) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

    b. If the written response does not resolve the matter, the teacher or the Association may request medication trough the Michigan Employment Relations Commission and provide a copy of that request to the administration.

    c. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.

    d. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the Association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 9.

3. If a tenured Teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Teacher at other times as provided by the Teachers' Tenure Act.

4. A tenured Teacher rated "developing" may request a review of the evaluation consistent with paragraph 1 above.

5. A tenured teacher rated "effective" may not file a grievance over their evaluation rating or the evaluation process.

6. A mentor for Teachers rated developing or needing support or for Teachers as required by law.

Section 4: Probationary Teachers

A probationary teacher cannot challenge any aspect of the negotiated evaluation process, including observation(s), the IDP, the mid-year performance review, or the assigned rating.

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

1. A teacher shall have the right, upon reasonable prior request, to review the contents of his/her personnel file. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file.

2. A teacher shall be given written notice of the intention to insert any materials in the personnel file which adversely reflect on the character of the teacher's professional services. The teacher will be sent a copy of said materials.

3. Within five (5) days following notice of the intention to insert adverse material, a teacher may request a meeting with the administrator or administrators responsible for such material. Prior to the meeting, the teacher shall be furnished a copy of the material for review. If the objectionable material is not withdrawn or modified in a manner satisfactory to the teacher and the Board, the teacher shall have the right within ten (10) days following the conclusion of the conference to have inserted in the personnel file a statement concerning such material.

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

Section E: Compensable Injury. If a teacher receives worker's compensation, the Employer will provide such fringe benefits as are regularly due the employee for a period of up to ninety (90) days following the injury.

Section F: Professional Standards.

1. **Standards.** The parties recognize that the certification of a teacher and his/her contractual agreement constitute a continuing representation by the teacher that he/she is highly qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable

professional standards for each teacher, it is recognized that they include at least the following:

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

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

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

d. 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, nor seek to impose upon the student his/her own opinions.

e. Shall direct the instructional material to the assigned subject matter and not digress to matters which are not reasonably related.

f. Shall maintain with the cooperation of the Administration such order and discipline during the conduct of instruction as shall be necessary to provide a suitable learning environment.

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

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

4. **Rules and Regulations.** The responsibility of a teacher for the enforcement of the rules and regulations of the District is not limited to the teacher's classroom. A teacher shall assist in the enforcement of such rules and regulations of the District as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives

which are not contrary to law or to the terms of this Agreement.

Section G: Professional Conduct. A teacher shall:

1. Refrain from the use of his/her professional relationship with student for private advantage.

2. Maintain a professional demeanor in his/her relationship with students, parents, members of the professional staff, and the Board.

3. Accept no gratuities, gifts or favors that might impair, or appear to impair, his/her professional judgment nor offer any favor, service or thing of value to obtain special advantage.

4. Not knowingly withhold or misrepresent information concerning his/her professional qualifications and shall promptly notify the Administration of any physical or mental condition which may temporarily or permanently impair his/her ability to effectively discharge his/her professional responsibilities.

Section H: Safety of Students. A teacher or administrator 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 or illness to persons or property.

Section I: Teacher Discipline.

Section 1: Maintaining appropriate procedures and standard for addressing misconduct and other inappropriate behavior by professional staff is a critical component in furthering an effective educational environment and in providing quality educational services to students.

1. Definition. Discipline is defined as written warnings, written reprimands, suspension without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, or dereliction of duties. The Association and the Board recognize that abuse of leave days, chronic tardiness, absences, or other violations of District policy and rules reflect adversely upon the profession and create undesirable conditions. Nonrenewal of probationary teacher's contract in accordance with the Teachers' Tenure Act is not considered discipline. All discipline shall be in writing.

2. Representation. During a meeting that could result in disciplinary action, a bargaining unit employee is entitled to have association representation upon their request. When a request for such representation is made, the employee may have their choice of representation. The

meeting shall not be delayed more that 24 hours due to a delay in obtaining representation. In the event that a requested representative is not available, a building representative will participate.

3. Procedure. The District will implement discipline that is proportionate to the serious of the misconduct and provides the employee notice of the allegations and an opportunity to respond. A disciplinary decision must be supported by a preponderance of the evidence. Discipline will have a rational relationship to the established misconduct or inappropriate behavior. The parties agree to follow progressive discipline based on the severity and/or frequency of the infraction.

4. Tenured Teachers. Tenured teachers may be subject to discipline and discharge for a reason that is not arbitrary or capricious.

    a. A tenured teacher receiving a written reprimand may appeal the disciplinary action to Section C.

    b. A tenured teacher may appeal disciplinary action consisting of up to a 4-day unpaid suspension to Section C of the grievance procedure (Article 9). If the grievance procedure does not satisfactorily resolve the matter, the teacher or the Association may request medication through the Michigan Employment Relations Commission and provide a copy of that request to the administration. The request must be submitted in wiring ten (10) calendar days after the teacher receives the written response from the superintendent.

    c. A tenured teacher may appeal disciplinary action consisting of 5 days unpaid suspension or more to Section D of the grievance procedure (Article 0) provided the parties have participated in mediation with a mutually agreed upon mediator at least ninety (90) days before the arbitration is scheduled.

    d. Tenured teachers must bring any appeal of disciplinary action that constitutes a demotion or discharge under the Teachers' Tenure Act through the procedure established under that statute.

5. Probationary Teacher.

    a. A probationary teacher may appeal disciplinary action to Section C of the grievance procedure (Article 9).

    b. A recommendation to terminate or nonrenew a probationary teacher will be brought to the Board and the teacher may request an opportunity to be heard. The Board's

action is not subject to the grievance procedure. A probationary teacher may appeal disciplinary action to Section C of the grievance procedure (Article 9).

ARTICLE 7
PROTECTION OF TEACHERS

Section A: The Employer recognizes its responsibility to give support and assistance to teachers as to the maintenance of control and discipline in the classroom. The classroom teacher shall have the right to remove from class any student for disciplinary reasons pending disposition by the Building Principal**,** ~~or~~ designee or Superintendent.

Section B: Discipline of student (s) may take place after an explanation is obtained from the teacher(s) and student(s) involved. After this discussion, the administrator's decision in the matter will be explained individually and privately to the parties involved, after which the opportunity will be made available for the parties involved to meet to further resolve the matter in an appropriate manner.

Section C: Whenever it appears to both the teacher and the Building Principal that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Employer will take such action as may be necessary to relieve the teacher of responsibilities with respect to such student.

Section D: Assaults & Property Loss/Damage. A bargaining unit employee shall promptly report any assault or property loss/damage upon the employee or Employee's property that occurs during the workday or on school property, to the Employer. The Employer shall promptly render reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer shall reimburse a bargaining unit employee subject to its insurance policy terms for property loss or damage provided the employee was following District policy, protocols, procedures, and rules and acting within the scope of their employment at the time of the injury or property loss/damage.

Section E: A teacher shall have the right to use only such physical force as may be necessary to take possession from any student of any dangerous weapon carried by him/her or as may be necessary to maintain proper discipline over the student.

Section F: If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student while in the scope of his/her employment with the District, the Board will

provide legal counsel and render necessary assistance to the teacher in his/her defense when requested in writing by the teacher. If a final decision issued by a court or administrative agency indicates teacher liability, all costs of assistance rendered pursuant to this paragraph and not covered by the insurance carrier shall be paid by the teacher.

Section G: Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined that a teacher is not liable.

Section H: When there is a parent or student complaint against a teacher, the teacher will be notified as soon as practical as determined by the building administrator.

ARTICLE 8
PROFESSIONAL RELATIONS COMMITTEE

Section A: Purpose. It is the objective of the parties:

1. To improve the communications between the Board and the teachers, and

2. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have a professional responsibility. There is therefore established an advisory committee to be known as the "Professional Relations Committee."

Section B: Committee Composition. The Association shall select an elementary teacher, a middle school teacher, and a high school teacher to serve as members of the Committee. The Board shall also appoint three (3) regular members, at least one (1) of whom shall be a member of the Board. Resource persons may participate on behalf of either party. The Superintendent and the Association President shall meet and work with the committee as ad hoc, non-voting members.

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

1. Meet periodically as requested during the school year and as needed during the summer months.

2. Designate a secretary, who need not be a member of the Committee. The secretary shall prepare minutes for each meeting and shall furnish a copy of such minutes to each member.

3. Designate a chairperson who shall be a teacher.

4. Make recommendations to the Board in writing if necessary. If the recommendations of the Committee are not unanimous, any member of the Committee dissenting from the views of the Committee shall have the right to attach to the recommendation of the Committee the recommendations of such member or members. Except as the Committee shall provide a longer time, the Board of Education shall make a determination in writing within eight (8) weeks from the receipt of the written recommendations.

5. The Committee may, from time to time, establish such subcommittees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member.

ARTICLE 9
GRIEVANCE PROCEDURE

Section A: 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, or Letter(s) of Agreement, which has not been resolved through the use of normal administrative procedures.

Section B: Definitions. As used in his Article, the word "claimant" means the party, teacher, or Association filing the claim. If a claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

1. **"Event"** means the act of omission which the claimant alleges violates on or more provision(s) of this Agreement.

2. **"Day"** means a calendar day except a Saturday, Sunday, or a scheduled holiday or vacation period occurring during the school year.

Section C: Review Levels.

1. **Informal Adjustment.** The claimant shall meet with the Building Principal for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within twenty (20) days from the time of the event.

2. **Written Claim.** If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim which 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;

3. The Principal's reply shall be filed within ten (10) days from the receipt of the written claim.

4. **Formal Conference.** If the Building Principal's reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held with the Superintendent within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach an agreement, the Superintendent shall file a reply within ten (10) days after the completion of the formal conference.

Section D: Binding Arbitration. If the claim is not satisfactorily resolved at the formal conference, the claim may be submitted to arbitration within fifteen (15) days from the receipt of the formal conference reply. The hearing shall be conducted in accordance with the following rules, namely:

1. The arbitrator selection process and the hearing shall be conducted in accordance with the rules of the American Arbitration Association.

2. The arbitrator shall not have the authority to alter or modify the terms of the Agreement. The decision of the arbitrator shall be binding.

3. At arbitration, the parties may not rely on evidence not previously disclosed in the grievance process, unless the offering party establishes good cause for not disclosing that evidence until the arbitration phase of the grievance process.

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

Section F: Exclusions. The arbitrator shall have no authority to hear a claim or render a decision on a claim involving the following:

1. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of Employment.

2. 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.

3. Any provision of the Agreement which contains an express exclusion from this procedure.

4. The failure to employ or re-employ any teacher in an extra-curricular activity outlined in Schedule "B" of this Contract. Applicant shall be notified of rejection by letter within five (5) days after the position has been filled.

5. Any prohibited or illegal bargaining subject under the Public Employment Relations Act, MCL 423.201 et seq.

Section G: Withdrawals and Denials. Any claim or request for advancement to the next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn without prejudice 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.

Section H: Place of Proceedings. All proceedings, short of arbitration, shall be held on the Employer's premises. An arbitration hearing shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities, if any, shall be shared equally by the parties.

Section I: Costs. Any fees paid for the services of an arbitrator will be shared equally by the parties.

ARTICLE 10
MISCELLANEOUS CONTRACT PROVISIONS

Section A: Negotiation Procedures

1. Upon request of either party, representatives of the Board and the Association's bargaining committee will meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure, nor to re-negotiate the Agreement.
2. Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

3. The parties shall initiate negotiations for the forthcoming year not more than ninety (90) nor less than sixty (60) days prior to the Agreement's expiration date.

4. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date if possible. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within twenty-four (24) hours of ratification.

5. **Liaison.** In an effort to resolve any problems that may exist between the parties in this Agreement, a representative from each side shall meet at the request of either party. The Board may make released time available as needed for such meetings. An Administrator may represent the Board. The Board shall receive notice of the request to meet. The Association's representative shall be a member of the bargaining unit.

Section B: Consortium. If the Board decides that it will enter into a consortium with one or more other school districts for the delivery of educational services, the Board will meet and confer with the Association about the wages, hours, and other terms and conditions of employment for those employees affected by the proposed consortium agreement.

Section C: Distribution. This Agreement shall be duplicated in booklet form at the equal expense of the Association and of the Board. The Agreement shall be distributed by the Association to each teacher.

Section D: Emergency Manager. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

Section E: Term of Agreement. This Agreement shall be effective as of June 30, 2024 and shall continue in effect until midnight the 30th of June 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

The parties have caused this Agreement to be executed as of the 12th day of July, 2024.

GALESBURG-AUGUSTA COMMUNITY SCHOOLS	**GALESBURG-AUGUSTA EDUCATION ASSOCIATION**
By:	**By:**
_____	_____
Jessica Eberstein, President, Board of Education	**Kim Jankowski, GAEA President**
By:	**By:**
_____	_____
Dr. Lindsey Newton, Superintendent	**Eric Curtiss, Chief Negotiator**
	By:
	_____
	Andrea Villarreal, MEA UniServ Director

SCHEDULE A - Wages for 2024-2025

Steps, Lane changes and Longevity.

The parties will meet before November 1, 2024 after the audited student count, to bargain any on schedule and/or off schedule compensation in a wage reopener. The parties will only bargain Schedule A wages. The parties agree to eliminate step 1 from the 2023-24 salary schedule and add a new step at the top of the salary schedule (new step 20), 1.5% increase to the base, $1,000 increase to step 20, $500 off-schedule payment either to check/HSA/retirement.

NEW STEP	BA	MA	MA+15
1	$41,027	$42,777	$43,923
2	$41,091	$42,777	$43,923
3	$41,741	$44,305	$45,451
4	$43,264	$46,215	$47,360
5	$44,700	$48,423	$49,367
6	$46,915	$51,448	$52,393
7	$49,133	$54,096	$55,042
8	$51,350	$57,123	$58,069
9	$53,567	$60,150	$61,095
10	$55,782	$63,177	$63,933
11	$58,368	$66,202	$66,960
12	$60,584	$68,850	$69,608
13	$62,062	$71,121	$71,877
14	$62,802	$71,877	$72,634
15	$64,279	$73,011	$73,673
16	$64,648	$73,390	$74,051
17	$65,388	$74,146	$74,809
18	$66,125	$74,904	$75,565
19	$67,199	$76,037	$76,703
20	$68,214	$77,052	$77,718

Longevity

Year 5	$500
Years 10-14	$800
Years 15-19	$1,200

Years 20+	$1,800

Longevity.
Retroactive to start 2023-24 contract year, except for new hires.

Eligibility is determined by anniversary hire date as a bargaining unit employee and distributed over 26 pays. For hires made after the beginning of the school year, payment will be pro-rated from anniversary date for remaining pays. A leave of absence does not count toward longevity eligibility.

Section A: Steps. Teachers advance one step, receive appropriate lane changes and shall be paid in accordance with the above salary schedules for 2022-2023.

Section B: Reimbursement for Graduate School Course Credit Tuition. After earning the requisite number of hours of college credit necessary for a Michigan professional teaching certificate, the District will reimburse a District teacher the then-current graduate credit hour course tuition cost charged by Western Michigan University, if all of the following criteria are met:

1. The graduate school course credit was earned while the teacher was under contract to the District.

2. The credit is for a graduate school course reasonably deemed by the Superintendent to enhance the teacher's professional qualifications.

3. The graduate school course credit has direct relevance to the teacher's assignment in the District or to another area within the endorsement(s) on the teacher's Michigan teaching certificate (or authorization/approval, as appropriate) and has received the Superintendent's prior written approval.

4. The teacher is able to demonstrate that the graduate school course credit is or will be integrated into the instruction delivered by the teacher in a meaningful way.

Evidence of obtaining the approved graduate school course credit or higher degree attainment must be received by the Superintendent's office on or before October 1 or January 15 of the year in which the credit was earned for remuneration or increased salary to be paid. Thereafter, the District shall immediately reimburse the teacher.

The reimbursement rate will be sixty percent (60%) for District teachers hired before February 1, 2014 and thirty percent (30%) for District teachers hired on or after February 1, 2014. The District's financial obligation for this reimbursement is limited to fifteen thousand dollars ($15,000) per fiscal year (July 1 - June 30) and shall be paid in order of submission date.

Section C: MA+15. Teachers who have successfully completed fifteen (15) college credits beyond a Master's degree (graduate level courses, equivalent SCECH, or college credits that meet the needs of the District) with the classes that began after July 1, 2008, will be compensated from the MA+15 salary lane providing evidence of approved credit attainment is received by the District on or before October 1 or January 15 for salary change second semester.

A District Review Committee will be established. The Committee will be comprised of two (2) Administrators, two (2) Board members, and three (3) Association Representatives, to be determined by the Association (no representative can be the employee whose classes are being reviewed). The Superintendent and the Association President may be ex-officio (non- voting) members. The task of the Committee will be to establish class eligibility criteria for MA+15 salary lane advancement and to review and make recommendations to the Superintendent for approval. All classes must be pre-approved by the Superintendent for reimbursement.

Section D: Substitute Compensation. Teachers substituting for another teacher shall be compensated at $30 per hour.

Section E: Personal Vehicle Allowance. Teachers required in the course of their work to drive personal vehicles from one school building to another shall receive the IRS mileage rate in effect at that time. With administrator pre-approval, teachers driving their personal vehicles for field trips or other District business shall receive the IRS mileage rate in effect at that time. A teacher who fails to obtain administrator pre-approval will not receive any mileage reimbursement.

Section F: Unemployment Insurance Benefits Pay Back. A teacher who is placed on layoff status and receives unemployment insurance benefits during the summer agrees to pay back those monies, dollar for dollar, to the Employer if he/she is re-employed the following year by the District in the same or greater capacity than the year before. The pay back shall be deducted from his/her paycheck spread equally over the twenty-one (21) or twenty-six (26) pay periods.

SCHEDULE B – Extra Duty Compensation

Section A: In addition to Schedule "A," other duties shall be compensated as described below. Appearance of certain jobs on Schedule "B" does not make their existence mandatory. New positions shall be compensated at rates agreed upon by the Board and the Association.
No Schedule "B" shall be paid when the staff member completing such duties has an assigned class hour with similar responsibilities in the building's Master Schedule. Staff who are currently in such a position will be grandfathered in.

MS/HS Athletic Directors**:** Should personnel, position, and/or responsibilities change, Schedule B pay will be negotiated with the G-AEA.

Coaches/Staff hired before the 2020-2021 School year:

- Grandfathered at their BA Schedule Pay
- Capped at 11 years' experience
- Those beyond 11 years' will be capped where they are.
- Head & Assistant Coaches capped at Coaching Year 11
- Increases based on years in the sport, at the same level, to be based on Levels 1-3. If a coach moves from the HS to the MS, they will be placed on the MS Levels according to their years of service in the same sport. If a coach moves from JV to Varsity level, he/she will receive their years of service.

Should the G-AEA contract have future adjustments to the value of the BA base of Schedule A, then the coaches' salaries will be adjusted by the same percentage.

Upon consultation between the Superintendent and the Athletic Director, a new coach may be placed on a higher level based on experience and a successful coaching career.

Head	Assistant	Middle	Sport/Activity
20%	9%		Athletic Director
10%	8%	6%	Football
10%	8%	6%	Boys Basketball
10%	8%	6%	Girls Basketball
10%	7%	6%	Wrestling
10%			Band Director
10%	7%	6%	Volleyball
7%			Soccer
7%	6%		Baseball
7%	6%	6%	Track
7%			Golf

7%			Cross Country
7%		6%	Tennis
7%			Chorus Director
5%	1%		Play Director
5%	3%	2%	Cheerleading Coach

Coaches/Staff hired after the 2019-2020 School year Percentage stays the same as current contract, except:
Varsity Soccer, Baseball/Softball, Track and Cross Country raised to Tier2 Assistants and all other JV coaches currently at 8% reduced to Tier3
Head & Assistant Coaches capped at Coaching Year I
Increases based on years in the sport, at the same level, to be based on Levels1-3. If a coach moves from the HS to the MS, they will be placed on the MS Levels according to their years of service in the same sport. If a coach moves from JV to Varsity level, he/she will receive their years of service.

High School Coaches:

Tier 1	Head Football, Basketball and Volleyball; Wrestling; Band Director	Level 1:1-5 years Level 2: 6-10 years Level 3:11+ years	**$4403** **$4880** **$5570**
Tier 2	Head Soccer, Baseball, Softball, Track, Tennis, Golf, Cross Country and Chorus Director	Level I: 1-5 years Level 2:6-10 years Level 3:11+ years	**$3130** **$3501** **$3873**
Tier 3	JV Football and Varsity Assts, Varsity Basketball Assts (boys and girls), *N* Volleyball, *N* Basketball, Wrestling Asst (none currently)	Level 1:1-3 years Level 2:4-6 years Level 3:7-9 years	**$2971** **$3395** **$3819**
Tier 4	JV Baseball/Softball and Varsity Track Assistants, JV Soccer, HS Assistant Volleyball Coach	Level 1:1-5 years Level 2: 6-10 years Level 3: 11+ years	**$2706** **$2918** **$3130**
Tier 5	Competitive Cheerleading Coach/Sideline Cheer and Play Director	Level 1: 1-5 years Level 2: 6-10 years Level 3: 11+ years	**$2095** **$2307** **$2519**
	Sideline Cheer	Level 1: 1-5 years Level 2: 6-10 years Level 3: 11+ years	**$849** **$1061** **$1273**

Middle School Sports:

*Should the G-AEA contract have future adjustments to the value of the BA Base of Schedule A, then the coaches' salaries would be adjusted by the same percentage.
Upon consultation between the Superintendent and the Athletic Director, a new coach may be placed on a higher level based on experience and a successful coaching career.

Athletic Teams	All coaches will be paid based on years of experience coaching the same sport.
7th/8th grade Football-two paid coaches 7th grade Volleyball 8th grade Volleyball 7th grade Boys Basketball 8th grade Boys Basketball 7th grade Girls Basketball 8th grade Girls Basketball MS Cross Country MS Boys Track MS Girls Track MS Tennis MS Softball	Level 1: 1-6 years: $2228 Level 2: 7+ years: $2652

Section B1: % of the BA Base

- When a B1 position is vacant GAEA employees will have notice of vacant positions and an opportunity to express interest in the position. The district will select internal qualified candidates, before an external candidate.

Members of the District SIT – 80-100% attendance of scheduled meetings will be paid 6% of BA Base Attendance less than 80% of the meetings, DSIT members will be paid 80% of the 6% stipend	6%
Title I Director	8%
MS Yearbook Advisor	3%
HS Yearbook Advisor	5 .75 %
Summer Band	8%
Class/ Club Advisor	1%
Class Advisor Liaison/Senior Trip Coordinator	4%
Senior Class Advisor	3%
Junior Class Advisor	3%
Sophomore Class Advisor	2%
Freshman Class Advisor	2%
HS NHS	3%
HS Student Council Advisor	4%
MS NJHS	2%
MS Student Council Advisor	2%
Summer Counselor Work	$30.00/ hour
Hourly Rate Extra Duty Pay (during contracted time)	$30.00/ hour
PD Curriculum Day Rate (outside contracted days based on a 6 hour day) - $67.50 for half day – less than half will be prorated	$135.00 day
Club advisory (Chess, AV/Media, Esports, Interact, Quiz Bowl)	2%
HS Robotics Coach	$5000
MS Robotics Coach	$2500

Section C: Whenever the administration offers teachers summer curriculum work or requires preparation for classes not previously taught, such assignment shall be voluntary and shall be compensated at the hourly rate specified in Schedule "B".

Section D: All Schedule "B" positions, which are performed only during the summer break and which extend into the subsequent fiscal year (i.e., July 1), shall be paid at the rate established for the subsequent fiscal year. This shall include, but not be limited to: Summer Curriculum Work and Summer Band; and shall exclude extended contracts such as Summer Counselor and Title I Director.

Section E: If a staff member wishes to add a club to Schedule B, Board policy shall be followed.

SCHEDULE C - Insurance

Section A: GAEA (Insurance)

The Board's contribution toward any medical benefit plan for bargaining unit employees shall be the health insurance premium cost "hard caps" set forth in the Publicly Funded Health Insurance Contribution Act, PA 152 of 2011 as amended. Effective January 1 each year, the Employer's medical benefit plan cost contribution amounts will be annually adjusted to the maximum amount permitted under this plan. Any annual premium cost in excess of those amounts for the respective coverage shall be recovered through the employee's payroll deduction.

Both parties agree that if the Publicly Funded Health Insurance Contribution Act (PA152) is amended with an effective date during the term of this Agreement, the parties will bargain the impact of that amendment. The Employer's contribution toward insurance coverage for a medical benefit plan shall increase no more than 5% during this impact bargaining until the parties mutually agree on the allocation of insurance coverage costs.

The medical benefit plan coverage year shall be January 1-December 31.

For the 2024 Medical Benefit Coverage Plan Year, the cap amount shall be:

One Person: $7,718.26
Two Person: $16,141.28
Full Family: $21,049.85

Bargaining unit employees shall elect his/her preferred insurance plan option. If an employee resigns before the end of the school year, the employer will maintain the employee's insurance coverage through the end of them month that the employee resigned. Except for retirees, if an employee remains employed through the end of the school year, the employee is eligible to maintain insurance through the summer months.

Cash in lieu of insurance will be $2,200 per year on the condition that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. This benefit will be paid in 12 equal monthly payments of $183.33. Part-time bargaining unit employees who elect the cash in lieu of insurance option will receive a pro-rata amount based on the employee's FTE status. This amount will begin, retroactively, for the 2023-24 contract year.

Plan A: For Employees Electing Health Insurance

Beginning January 1, 2019, the Board shall provide insurance coverage through MESSA. The Association will notify the Employer of its choice of insurance provider for the following calendar year no later than in the month of November.

Plan B: For Employees Not Electing Health Insurance

Long Term Disability	66% $3,000 maximum 90 calendar days – modified fill Pre-existing condition waiver
Negotiated Life	$40,000 AD&D
Vision	VSP-2Silver 100: 90/90/90: $4,000
Dental	Class I & II maximum at $1,000 Plan year: July 1 through June 30

The Board will adopt a written highly qualified Salary Reduction plan document under IRS Section 125, which is designed to replace the present Tax Deferred Annuity option. Employees wishing to elect this option will be provided a vehicle for an annuity through the IRS qualified Salary Reduction Plan. MEA Financial Services Association shall be one of the companies available to bargaining unitemployees.

The Section 125 plan will allow the employee to take the value of the above Plan B benefit(s) as a cash option and/or direct their cost toward the purchase of any other available MESSA insurance options. Employees will pay all deductibles.

Letter of Agreement

Between

Galesburg-Augusta Board of Education

and the

Galesburg-Augusta Education Association

Dues Deduction

The parties agree that a maximum of five (5) bargaining unit members may elect to deduct the Association dues from their payroll for the 2024-25 school year:

Upon annual written requested by the Association, the Board shall deduct Association dues from a bargaining unit employee's wages if the bargaining unit employee submits written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act.

The District may immediately cease Association dues deduction for a bargaining unit employee. If the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions.

Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above.

Further, the Board shall be held harmless for the assessment and collection of union dues and the Imposition of any penalties related to an employee's non-payment of union dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

Board Superintendent

7/12/24

Association

7/12/24

Date

August 15 (Th)	New Teachers Report
August 16 (F)	New Teachers Report- Mentors meet for lunch
August 19 (M)	Opening Day AM / Staff Meetings PM
August 20 (T)	PD - Curriculum Support (6)
August 21 (W)	PD - Safe Talk (3) / Teachers work in Classrooms
	Primary School Open House 5:30 - 6:30 PM
	Middle School Open House 6:00 - 7:00 PM
	High School Open House 6:30 - 7:30 PM
August 22 (Th)	PD - Choice (3) / Teachers work in Classrooms
August 26 (M)	School Begins - ½ Day K-12 / PM Teachers work in Classrooms
August 30 (F)	No School K-12
September 2 (M)	No School K-12 - Labor Day
September 18 (W)	½ Day K-12 / Teacher PD
October 2 (W)	STUDENT COUNT DAY!
October 16 (W)	Parent / Teacher Conferences 4:00 - 7:00 PM - PS & HS, 4:15-7:15 PM - MS
October 17 (Th)	½ Day K-12 / Parent / Teacher Conferences 1:00 - 3:00 and 4:00 - 7:00 PM
October 18 (F)	No School K-12 / Teacher Comp Day for Conferences
October 23 (W)	½ Day K-12 / Teacher PD
October 31 (Th)	½ Day K-12/ ½ Day Records PM / End of 1st Marking Period
November 1 (F)	No School K-12
November 4 (M)	2nd Marking Period Begins
November 13 (W)	½ Day K-12 / Teacher PD
November 27-29 (W-F)	No School K-12 / Thanksgiving Break
Dec 23 – January 3 (M-F)	No School K-12 / Holiday Break
January 6 (M)	School Resumes
January 15 (W)	½ Day K-12 / Teacher PD
January 22 (W)	Exams
January 23 (Th)	½ Day K-12 / Exams
January 24 (F)	½ Day K-12 / Exams ~ Records Day / End of 1st Semester
January 27 (M)	3rd Marking Period Begins
February 12 (W)	STUDENT COUNT DAY!
February 19 (W)	½ Day K-12 / Teacher PD
February 26 (W)	Parent / Teacher Conferences 4:00 - 7:00 PM - PS & HS, 4:15-7:15 PM - MS
February 27 (Th)	½ Day K-12 / Parent / Teacher Conferences 1:00 - 3:00 and 4:00 - 7:00 PM
February 28 (F)	No School K-12 / Teacher Comp Day for Conferences
March 3 (M)	No School K-12 / Mid Winter Break
March 19 (W)	½ Day K-12 / Teacher PD
March 27 (Th)	½ Day K-12 / PM Records Day / End of 3rd Marking Period
Mar 28 – April 4 (F, M-F)	No School K-12 / Spring Break
April 7 (M)	4th Marking Period Begins
April 23 (W)	½ Day K-12 / Teacher PD
May 14 (W)	½ Day K-12 / Teacher PD
May 23 (F)	No School K-12
May 26 (M)	No School K-12 / Memorial Day
June 6 (F)	Exams
June 9 (M)	½ Day K-12 / Exams / PM Records Day
June 10 (T)	½ Day K-12 / Exams / PM Records Day – Last Day for Students
June 11 (W)	Last Day Teachers

163 Full Days 17 Half Days 180 Total Student Days 185 Teacher Days

Updated 6/24/24 *** Please note that dates are subject to change. ***