

Agreement

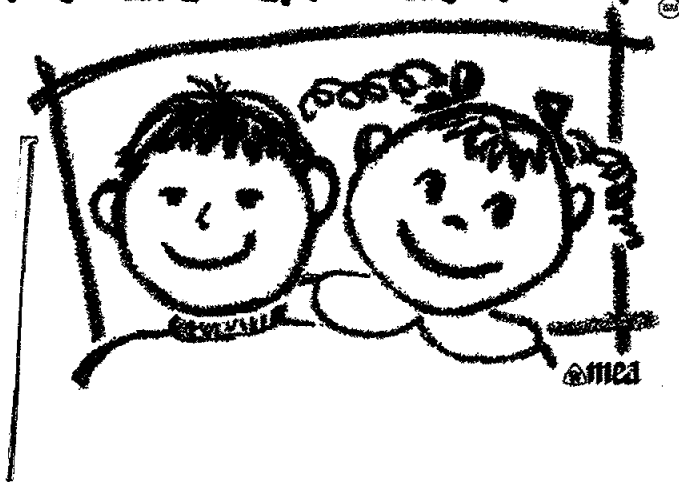
between

Kalamazoo County Education Association

and

Galesburg-Augusta Community Schools

PUBLIC SCHOOLS WORK SM



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AGREEMENT

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

WITNESSETH:

WHEREAS, the Board has a statutory obligation to the Public Employment Relations Act, Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and,

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

ARTICLE 1
CONTRACT ADMINISTRATION

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 in respect to wages, hours and working conditions. The Board agrees not to negotiate with any teachers' organization other than the Association so long as the Association shall be the certified bargaining representative of the teachers.

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

1. **Day** shall mean a calendar day.
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. Additional certified professional employees included in the bargaining unit are psychologists, speech pathologists, school counselors, and school social workers. Superintendent, Assistant Superintendent, Assistants to the Superintendent, Principals, Assistant Principals, substitute teachers, interim teachers, and teachers' aides are expressly excluded. 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.

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

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 between the parties hereto.

Article 1 – Contract Administration

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

ARTICLE 2

PROFESSIONAL SERVICES

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

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 all of the provisions herein set forth 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:

Section C: General Provisions.

1. All teachers shall report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall remain no less than fifteen (15) 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 pupils in accordance with Board policy.
4. Teachers may not be required to substitute for the building Principal. Teachers 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 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 on the average during each full school week:

1. Thirty (30) pupil/teacher contact periods.
2. Five (5) unassigned periods for conference/planning time.

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

1. Twenty-five (25) pupil/teacher class periods.
2. Five (5) unassigned periods for conference/planning time.
3. **Zero Hour.** The High School “zero hour” shall be a period of instruction conducted beginning approximately one hour before the regularly scheduled 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.
4. Five (5) seminar periods.

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

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

Teachers agreeing to teach an additional class beyond the full instructional load of six (6) periods (5 classes and a seminar) will be compensated an additional 1/6 of their 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 eight (8) 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.

Article 2 – Professional Services

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. By a combination of structuring the present duty time required in Article II, Section 1, so it may qualify as Professional Development under Section 1527 of the School Code. This 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.
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 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 notifies 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. The PD days built into the school calendar, namely,

August 23, 2005 – 3 hours	August 24 & 25, 2005 – 6 hours per day
August 29, 2005 – 3 hours	September 1, 2005 – 3 hours
February 17, 2006 – 6 hours	May 12, 2006 – 3 hours
2. Independent Professional Development activities as outlined in Appendix A and reflected in a teacher's log of Professional Development activities. These activities require approval by the building principal.

Section K: Work Load. It is the goal of the parties that teachers in the same pay classification 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, namely:

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

Grade Classifications	Student/Teacher Ratio
K-3	25 to 1
4-5	27 to 1
Middle School	30 to 1
High School	30 to 1

2. **Method of Computation.** Determine the number of students in all classes within the classification (i.e., K-3) and divide by the number of full-time regular education classroom teachers in that classification. Excluded from this computation are students and teachers of special programs which specify lower student/teacher ratios (such as: Self-contained Special Education classrooms). Also excluded are special teachers of students who are also assigned to regular education classrooms (Such as: Resource Room, Music, P.E.). Whether or not to exclude a new program from this computation will be agreed upon by the parties.
3. **Other Guidelines.** In addition to the student/teacher ratio it is recognized that any accurate measure of the professional effort required, the quality of the instruction given or of the results obtained should also consider the following factors, namely:
 - (a) The subject matter.
 - (b) The teaching strategy.
 - (c) The distribution, maturation level, or special needs of the students.
 - (d) The training and experience of the teacher.
 - (e) The quantity, quality and type of physical facilities and teaching aids available.
4. **Work Load Adjustment.** The Board will endeavor to coordinate class scheduling and assignment so that no high school or middle school teacher will have more than three (3) 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 it shall appear that the professional work load of a teacher shall be materially greater than the work load of other teachers in the same pay classification or assignment, and the work load is not adjusted through normal administrative procedures, the Professional Relations Committee shall review the professional work load of such teacher for the purpose of recommending to the Superintendent an adjustment in the work load or an increase in compensation as herein provided or add a teacher's aide to the classroom in order to alleviate an inequitable work load of a teacher.

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

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

1. The qualifications of the teacher compared to those of other candidates, both for the position to be vacated and the position to be filled. The term "qualified" when used in this Agreement, shall have the following meaning:
 - (a) A major or minor in the subject area, or appropriate endorsement or certificate, or having taught in the subject area within the last five years.
 - (b) All secondary (grades 7-12) level teachers shall teach only in their major or minor areas.
 - (c) All teachers hired after August 1, 1993, shall meet the individual school's selected accreditation agency's standards.
 - (d) Additional qualifications which may be considered include the following:
 - (1) Evidence of study in the area of the available teaching assignment.
 - (2) Annual performance evaluations.
 - (3) Previous successful performance at the grade level or in the subject area in which the assignment occurs.
 - (4) Other special certifications/endorsements which are needed in the position or building.
2. The length of service in the District.
3. The preference of the teacher for the assignment.

4. The opportunity for the professional growth of the teacher as determined by the teacher.
5. Building class schedules and/or assignments and workloads of other teachers in the building.

Section N: Assignment Procedure.

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

Section O: Transfer and Vacancy.

A “transfer” shall be defined as either a voluntary or involuntary change in a bargaining unit member’s position or assignment.

A “vacancy” shall be defined as an unfilled position, as approved by the Board, resulting from the creation of a new position, a resignation, a retirement, a termination, or a transfer.

Vacancies shall be filled as follows:

1. **Posting of Vacancies**
 - (a) **During the School Year.** When a vacancy occurs during the school year the District may elect to either—
 - (1) fill the vacancy on a temporary basis and post the vacancy for assignment the following school year, or
 - (2) post and fill the vacancy.
 - (b) Vacancies shall be posted in each building for five (5) days with a copy provided to the Association President.
 - (c) **During the Summer Break -** Vacancies which arise during the summer break shall also be posted in each school building for five (5) days with a copy to the Association President. In addition, a teacher may request in writing, that the Personnel Office notify them of these vacancies. Such teachers shall be mailed copies of all postings, simultaneous with the posting.
 - (d) The time limits shall not apply between August 15 and the beginning of the school year.

2. **Filling of Vacancies**

- (a) Vacancies shall first be attempted to be filled from within the bargaining unit, provided that the applicant is certified and qualified for the position. A part-time probationary teacher may be excluded from this provision and will be considered on an individual basis.
- (b) If there are two (2) or more applicants who are certified and equally qualified for the position, the position shall be awarded to the applicant with the greatest seniority.
- (c) A teacher shall be limited to only one (1) transfer of position per school year.
- (d) No new teacher or substitute/temporary teacher will be hired at a time a teacher remains on layoff who is certified and qualified to fill the vacancy.
- (e) If the position formerly held by the laid off teacher becomes available, the laid off teacher shall be offered that position. No posting is required.
- (f) If the vacant position is other than the position formerly held by the laid off teacher, the position is subject to posting. After following the process for posting and filling vacancies from internal candidates, the laid off teacher shall be recalled to the ultimate vacancy if certified and qualified.

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 prior to July 1. Posted assignments which are in the process of being filled are excluded from this timeline.

Section Q: Involuntary Assignments.

- 1. Involuntary Assignments. The Parties recognize that under certain circumstances it may be necessary for the Board to make involuntary assignments.
- 2. When it becomes necessary to make involuntary assignments, the affected teacher(s) and the Association shall be given reasonable notice, to the extent possible, specifying the reason for the action, the duration of the assignments, and the specific position to be transferred to.
- 3. A teacher who has been involuntarily transferred from his/her position, shall have the first right to return to his/her position should the appropriate vacancy occur, providing he/she is properly certified by the State of Michigan.

Section R: Layoffs and Recall. The Board is authorized to lay off and recall teachers, provided that the layoff and recall of teachers shall be in accordance with the provisions set forth as follows:

1. The parties do hereby agree that the layoff will be by seniority from the bottom up, so long as the remaining staff is certified and qualified to fulfill the selected educational program.
2. Teachers will be recalled in the order of those most senior who are certified and qualified to fill vacancies in the educational program.
3. Seniority shall be measured from the most recent date of hire by the District. In addition, a teacher will be credited with other Galesburg-Augusta years of teaching experience acquired before such recent date of hire. Where two (2) or more teachers are hired on the same day, the reverse alphabetical order of last names shall be the determining factor. Beginning July 1, 1990, seniority shall be recorded by years of service rounded to three (3) decimal places, and shall accrue only to the extent the employee receives compensation. Seniority for days during which a teacher receives no compensation shall be deducted on a pro rata basis. Under no circumstances shall more than one (1) year of seniority accrue during a fiscal year, nor shall extra work such as schedule B items, kindergarten round-up, extended contract, etc., be used in lieu of or in addition to the contract year. Seniority accrual for a teacher whose contract is less than full time shall be reduced proportionately. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued prior to layoff shall be restored.
4. Prior to August 15 of each school year, the Board shall furnish the Association President with a list reflecting seniority status as of the immediately preceding June 30th. Challenges to the seniority list must be submitted to the Board by the Association on or before the fourth Friday of each school year.
5. The Kalamazoo County Education Association agrees to save and hold the Galesburg-Augusta Board of Education harmless for all legal expense, claims or damages of any description which may arise from application of this provision.
6. "Qualified" shall be defined as found in Article 2, Section M(1) of the Assignment Criteria.
7. In the event it becomes necessary to reduce the number of teachers through a layoff, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure.

8. No teacher shall be laid off during the summer break unless said teacher shall have been notified of said lay off by August 1. The District will provide notice of layoff at an earlier date when possible.
9. No teacher shall be laid off during the school year unless said teacher shall be notified at least thirty (30) calendar days prior to the effective date of said lay off.

Section S: Teaching Conditions.

1. The Board agrees to make available in each school building a computer/word processor for teacher use.
2. Consistent with the financial resources of the School District and existing building structures, the Board will attempt to make available in each classroom building: lunchrooms, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge, 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. Teachers will notify the building principal in writing of any hazardous conditions of which they are aware. The Employer shall notify the teachers in writing of the disposition of their 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 (#347, approved Jan. 18, 1993; amended March 24, 1993. Also 347A and 347A-R), and the Association will assist the Board in implementing this provision and the policies of the Board relating thereto.
6. The Board shall mail end-of-year student report cards.

Section T: 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 30 hours cancelled will not be rescheduled and is contingent upon state requirements.
3. Any additional days cancelled on or before seven (7) days preceding a snow day makeup shall be rescheduled during snow day makeup. If additional days are required, they shall be made up by extending the school year. The last day for teachers shall be postponed until the day after the rescheduled day(s) is made up.

Section U: School Improvement

1. **Definition.** School Improvement is a joint planning and problem solving process that seeks to improve the quality of life in the school and the delivery of quality education. This decision-making process allows the individuals closest to the decisions' effect(s) to be directly involved in those decisions.
2. **Membership.** A building School Improvement Team (SIT) may consist of the principal and a cross section of building teachers. Membership on the SIT shall be voluntary.
3. **SIT Officers.** The SIT shall have a chairperson, assistant chairperson, time keeper and recorder. These officers shall be selected by the SIT. The principal shall not serve as the SIT chairperson.
4. **Meetings.** SIT meetings will generally be held after school during a regular staff meeting time. Attendance at SIT meetings is voluntary.
5. **Responsibility.** The main responsibility of the SIT is to develop a School Improvement Plan (SIP).

No section or terms of the SIP shall be interpreted to supersede the terms of the collective bargaining agreement between the Board and the KCEA or School Board Policy.
6. **Release Time.** Up to 2 days release time may be provided to SIT members for training and program development/participation.
7. **Evaluation.** No bargaining unit member shall be evaluated, assigned, promoted or disciplined (up to and including discharge) based upon his/her opinions or lack thereof at a School Improvement Team meeting.

Section V: Curricular Departments – Schedule of Meetings.

Department meetings will generally be scheduled monthly. Meetings may involve all or part of the members of the departments. Attendance at these meetings is mandatory for all department members in the grades requested for that meeting. Release time for members may also be scheduled for curricular work.

Section W: Leadership Council

1. Purpose:

- (a) The Leadership Council coordinates the implementation of the Galesburg-Augusta Annual Plan as it pertains to the instructional program from early childhood through the awarding of diplomas.
- (b) The Council serves as a forum for ideas and plans involving curriculum and instruction. Concerned individuals are welcome at any time.

2. Membership:

- (a) The Leadership Council consists of the Superintendent, building principals, SIT chairs, department chairs, and the curriculum coordinator, student services director, and the business manager.
- (b) The Superintendent and the curriculum coordinator serve as co-chairs of the Leadership Council.

3. Schedule of Meetings:

- (a) The leadership Council will generally schedule meetings to be held monthly.

**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. The Board shall place new professional employees on such step as professionally indicated by reason of education and experience (including military service and vocational experience). Credit for previous teaching experience shall be granted for complete semesters taught, up to a maximum of 10 years, in the area of general education in the public school systems of the State of Michigan.

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

1. The teacher has been hired after the beginning of the second half of a semester, in which case their annual step increase shall be granted at the beginning of the semester following the completion of a full year of teaching. This date shall thereafter be their date for advancement to the next step of the salary schedule.
2. A teacher shall have received a definite written statement of unsatisfactory service and the recommendation of the Administration of no advancement on the salary schedule. In such event, the teacher shall have the right to a private or public hearing before the Board, if requested within fifteen (15) days after receipt of such notice. For the purpose of this provision, unsatisfactory service shall include the failure of a teacher to maintain the minimum professional standards herein set forth in Article 6, Section F or the material breach by the teacher of the individual contract of employment, or the provisions of this Collective Bargaining Agreement. If the failure to advance a teacher on the salary schedule is not subject to the Tenure Act, the teacher shall have the right to appeal the decision of the Board within five (5) days to the last step of the grievance procedure.

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

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 by law.
 - (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.
 - (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.)
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 owing to extended personal illness or disability and who has exhausted all sick leave available shall be paid the difference between his contractual salary and the amount paid the substitute. 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 said teacher is entitled.

Section B: Personal Leave. Personal leave shall be provided for teachers at a rate of two (2) days per year with pay and shall be subject to the following provisions and limitations.

1. The two (2) days per year shall be granted upon request and no reason for such request need be stated. Such leave shall be accumulative to three (3) days. Excess beyond the three (3) 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.
 - (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.
2. Teachers shall be granted necessary leave time during the work day to attend the Parent/Teacher Conferences for their own children. 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 School District.
3. In order 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 ninety (90) unused sick leave days and a maximum of twenty (20) unused personal leave days shall be permitted to accumulate to a total of one hundred ten (110) days. Upon voluntary termination of employment, the teacher shall be paid a sum equal to the current per diem rate of pay for substitute teachers for each of combined accumulated sick leave and personal leave in excess of ninety (90) days.

Section C: Legal Leave. A teacher shall be entitled to leave for jury service or when presented with a Court subpoena for a matter(s) related to a G-A 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. Additional released time may be granted at the discretion of the Employer. The immediate family is defined as mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of spouse and stepchildren.
2. Released time shall be granted for non-family deaths not to exceed one (1) day per year. Whenever possible, the teacher will return to his/her teaching position within one-half (1/2) day. Non-family funeral leave is intended for other relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased.

Section E: Sabbatical Leave.

1. A teacher who has been employed in the Galesburg-Augusta School system 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.
2. A teacher, 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 Galesburg-Augusta Schools 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 shall be obligated to repay his/her sabbatical leave salary prorated according to time not repaid as stated in Article 4, Section F-7.

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 Leaves. The Employer grants the Association seven (7) 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.

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.

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 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, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees 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 new born 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 Family and Medical Leave Act ("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.

Article 4 – Leaves of Absence

When leave is required for a serious health condition, employees 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. Employees who fail 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.** Upon return from leave employees will be restored to their 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 hereby 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 herein or provided by law, the following rights:

1. When the District is contemplating a policy, decision or action that would have a significant impact on the terms or conditions of employment of the bargaining unit, it shall notify the Association for the purpose of allowing the Association the opportunity to meet and confer with the appropriate District representative(s) regarding such matter prior to the implementation of same.
2. **Facilities and Equipment.** The use of school buildings at reasonable hours for meetings, and the use of school equipment provided that it shall pay for the reasonable cost of any required labor, materials, or supplies, and for any damage, and provided further that such use shall not interfere with the primary educational use of such facilities or equipment.
3. **Communications Facilities.** The Association may post signed notices of its activities of concern on the school bulletin boards in the teachers' lounges. Signed communications of the foregoing nature may be sent by the Association through the School's direct mail service or placed in teacher mail boxes.
4. **Board Communications.** Copies of the agenda for the official meetings (regular or special) will be mailed to the President of the Association prior to stated meeting. A copy of the proposed budget and budget comparison will also be provided when they are made available to the Board.

Section B: Agency Shop and Dues Deduction. All teachers, following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their pay monthly either:

1. Membership dues of the Association, or
2. Representation service fees in an amount directly attributable to costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association.
3. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association. Those amounts shall be

Article 5 – Association Rights and Responsibilities

forwarded to the Association, except that any teacher who filed written objection to the legitimacy of the deduction under previous Agreements and who did not have deductions made in 1984-85, may continue to hold objector status, may continue to object to the legitimacy of the deduction, and may continue to avoid the deduction until such time as the legitimacy of such objection is adjudicated to finality in the proper administrative or judicial forum. Teachers who did not make written objection prior to August 23, 1985, teachers who paid dues or fees in 1984-85 and teachers new to the system, including formerly employed teachers returning to the system, shall have such deduction made.

4. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including, but not limited to, back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

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

Section D: 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.
3. The Association shall be represented at each regular meeting of the Board of Education.

ARTICLE 6
TEACHER RIGHTS AND RESPONSIBILITIES

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

Section B: Evaluation. It is the right and the responsibility of the administrative staff to evaluate the performance of teachers and to visit classrooms for purposes of evaluating and promoting the educational program. The Board shall adopt written policies for the evaluation of teachers which shall conform with the following guidelines:

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

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.

Article 6 – Teacher Rights and Responsibilities

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 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.

Article 6 – Teacher Rights and Responsibilities

- 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:
- (1) 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.
 - (2) Shall direct the instructional material to the assigned subject matter and not digress to matters which are not reasonably related.
 - (3) 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 students for private advantage.
2. Maintain a professional demeanor in his/her relationship with students, parents, members of the professional staff and the Board.

Article 6 – Teacher Rights and Responsibilities

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: Just Cause. No teacher shall be disciplined without just cause. The Board agrees to implement and to follow a policy of progressive corrective discipline.

ARTICLE 7
PROTECTION OF TEACHERS

Section A: The Employer recognizes its responsibility to give support and assistance to teachers with respect 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 administrator 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 principal that a particular pupil 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 pupil.

Section D: Any case of assault upon a teacher will be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement.

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

Section F: If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his/her defense. If the final judicial decision indicates teacher liability, all expenses not covered by insurance 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: A parental or student complaint against a teacher shall promptly be called to the teacher's attention. If the complaint is sufficient enough in nature to require a conference with the teacher, the conference shall be scheduled in a timely manner; the teacher may require a 48-hour advance notification.

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 of Schools 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 thereof.

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 this 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 one 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 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 claim shall include:
 - (a) An identification of the claimant(s);
 - (b) The facts upon which the claim is based;
 - (c) The applicable portion(s) of the Agreement allegedly violated;
 - (d) The specific relief requested;
 - (e) The date of the claim; and
 - (f) The signature of the claimant.
3. The Principal's reply shall be filed within ten (10) days from the receipt of the written claim.
4. **Formal Conference.** If the 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 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 moving party shall request a panel of arbitrators from the Federal Mediation and Conciliation Service, FMCS. The arbitrator will be selected from this list as a result of the parties alternate striking of names from the list.
2. The hearing shall be conducted in accordance with the rules of the American Arbitration Association.
3. The arbitrator shall not have the authority to alter or modify the terms of the Agreement. The decision of the arbitrator shall be binding.

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.

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.

Article 9 – Grievance Procedure

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 Contract, 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 Contract 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. The Employer's representative shall be a member of the Board. The Association's representative shall be a member of the bargaining unit.

Section B: Consortium. In the event that the School District decides that it is going to enter into a consortium with one or more other school districts relative to the delivery of educational services, the District will meet and confer with the Association relative to the wages, hours and other terms and conditions of employees affected by the proposed consortium agreement.

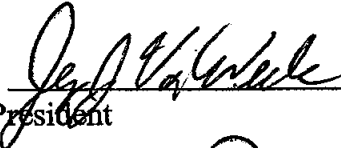
Section C: Distribution. Copies of this Agreement shall be duplicated in booklet form at the equal expense of the Association and of the Board. It shall be distributed by the Association to each teacher.

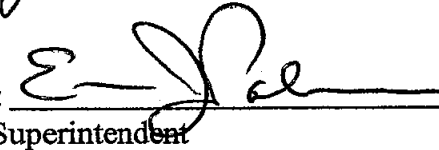
Article 10 – Miscellaneous Contract Provisions

Section D: Term of Agreement. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until midnight the 30th of June 2007. 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.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of _____, 2006.

**GALESBURG-AUGUSTA
COMMUNITY SCHOOLS**

By: 
President

By: 
Superintendent

**KALAMAZOO COUNTY EDUCATION
ASSOCIATION**

By: 
GAEA Co-President

By: 
GAEA Co-President

By: 
MEA UniServ Director

By: 
GAEA President 06-07

SCHEDULE "A"
2005-2006

2004-05 Base to be increased by 4.25%
Effective March 1, 2006 through June 30, 2006

2005-2006 Base = \$29,883*
Teacher work days = 178

Step	BA		MA	
	Index	Amount	Index	Amount
1	1.04	\$31,079	1.04	\$31,079
2	1.06	31,676	1.08	32,274
3	1.10	32,872	1.12	33,469
4	1.13	33,768	1.16	34,665
5	1.16	34,665	1.21	36,159
6	1.21	36,159	1.28	38,251
7	1.27	37,952	1.36	40,641
8	1.33	39,745	1.43	42,733
9	1.39	41,538	1.51	45,124
10	1.45	43,331	1.59	47,514
11	1.51	45,124	1.67	49,905
12	1.58	47,216	1.75	52,296
13	1.64	49,009	1.82	54,388
14-15	1.68	50,204	1.88	56,181
16-20	1.74	51,997	1.93	57,675
21-25	1.78	53,192	1.97	58,870
26	1.81	54,089	2.00	59,767

2005-2006 = 4.25% increase on 2004-2005 base salary effective 03-01-06 through 06-30-06, with 178 teacher workdays.

2006-2007 = 2% increase on 2005-2006 base salary effective 07-01-06 through 06-30-07, with 178 teacher workdays.

The 2006-2007 base salary will be increased by .001, up to a maximum of 1%, for each teacher who takes the voluntary separation plan offered in 2005-2006.

Teachers have the option as to select MESSA Super Care or MESSA Choices for their coverage.

SCHEDULE "A"

2006-2007

2005-2006 Base to be increased by 2.00%
Effective July 1, 2006 through June 30, 2007

2006-2007 Base = \$30,630*

Teacher work days = 178

BA			MA	
Step	Index	Amount	Index	Amount
1	1.04	\$31,856	1.04	\$31,856
2	1.06	32,468	1.08	33,080
3	1.10	33,693	1.12	34,306
4	1.13	34,612	1.16	35,531
5	1.16	35,531	1.21	37,063
6	1.21	36,063	1.28	39,207
7	1.27	38,901	1.36	41,657
8	1.33	40,738	1.43	43,801
9	1.39	42,576	1.51	46,252
10	1.45	44,414	1.59	48,702
11	1.51	46,252	1.67	51,152
12	1.58	48,396	1.75	53,603
13	1.64	50,234	1.82	55,747
14-15	1.68	51,459	1.88	57,585
16-20	1.74	53,297	1.93	59,117
21-25	1.78	54,522	1.97	60,341
26	1.81	55,441	2.00	61,261

The 2006-2007 base salary will be increased by .001, up to a maximum of 1%, for each teacher who takes the voluntary separation plan offered in 2005-2006.

Teachers have the option as to select MESSA Super Care or MESSA Choices for their coverage.

As a consequence of teachers electing the voluntary separation plan the base was increased by .5% to \$30,630.

Section A: Teachers shall progress one step each year and shall be paid in accordance with the above salary schedules.

Section B: Reimbursement for College Credit Hours. After the requisite number of hours of college credit necessary for a permanent/continuing certificate, the school will pay the graduate credit hour tuition costs charged by Western Michigan University, provided such credit was earned while the teacher was under contract to the school and is in subjects reasonably deemed by the Superintendent to enhance the professional qualifications of the teacher. Evidence of approved college credit or higher degree attainment must be received by the school on or before October 1 of the next school year in order for remuneration or increased salary to be paid.

After evidence of obtaining a satisfactory grade in said class, the School District shall immediately reimburse the teacher.

Section C: Teachers substituting for another teacher shall be compensated at the rate of the normal substitute's salary prorated over the actual time performing the other teacher's duties.

Section D: 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 G-AEA Executive Board before an offer of this type is made.

Section E: The School District agrees that the math, science, communications, global relations and career-vocational-technical departments shall each have a department head elected in accordance with the Curriculum Development Plan dated May 28, 1991 and adopted by the Schools and the Association. The special education staff shall have a special education coordinator appointed by the curriculum coordinator. In addition, each elementary grade shall have appointed a head teacher.

Section F: Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equivalent to the rate established by the Internal Revenue Service. Such rate shall be established on August 1 of each year and shall be effective until the next July 31. The same allowance shall be given for use of personal cars for field trips or other business of the District.

Section G: MESC Benefits (Unemployment Compensation) Pay Back. A teacher who is "pink slipped" and receives MESC benefits during the summer agrees to pay back those monies, dollar for dollar, to the Employer if he is re-employed the following year by the School 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 21 or 26 pay periods.

SCHEDULE "B"

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

Section B: Compensation. Annual salary for performing the following extra duties shall be determined by multiplying the following percentages by the step in the BA schedule representing the number of years experience in the activity.

<u>HEAD</u>	<u>ASSISTANT</u>	<u>MIDDLE</u>	<u>SPORT/ACTIVITY</u>
20%	9%		Athletic Director
10%	8%	6%	Football
10%	8%	6%	B. Basketball
10%	8%	6%	G. Basketball
10%	7%	6%	Wrestling
10%			Band Director
10%	7%	6%	Volleyball
7%			Soccer
7%	6%		Baseball
7%	6%		Softball
7%	6%	6%	Track
7%			Golf
7%			Cross Country
7%		6%	Tennis
7%			Chorus Director
5%	1%		Play Director
5%	3%	2%	Cheerleading Coach

	% of BA Base
Summer Band	8%
Class/Club Advisor	1%
SIT Chair, Department Chair, Curriculum Coordinator	10.25%
Jr. Class Advisor	4%
Special Ed. Coord.	3.5%
Hourly Rate Other	\$22.89/hr*

	% of BA Base
Drivers' Training	Pro-rated \$22.89/hr
Head Teacher	4%
Senior Class Advisor	2%
Chapter I Director	8%
Year Book Advisor	6%
Student Council Advisor- HS/MS	2%
Summer Counselor	Pro-rated salary

**Increase by same percentage as salary schedule.*

SCHEDULE "B", continued

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 Drivers Education Instructors, Summer Curriculum Work and Summer Band; and shall exclude extended contracts such as Summer Counselor and Chapter 1 Director.

SCHEDULE "C"
Insurance

Section A: The employer shall, for school year 2005-2006, provide \$11,630.00 toward the cost to the bargaining unit member's MESSA-PAK, as described, for the bargaining unit member and his/her entire family. Each year thereafter the Board will pay an additional 7% of the previous year's Board contribution. The Employer shall sign the Employer Participation Agreement.

Plan A: For Employees Electing Health Insurance

Health	MESSA Super Care I, with a \$5/\$10 drug card or MESSA Choices II
Long Term Disability	66 2/3% \$3,000 maximum 90 Calendar Days—Modified Fill Pre-existing Condition Waiver Maternity Coverage Alcohol/Drug—Same as any other illness Mental/Nervous—Same as any other illness Freeze on Offsets Cost of Living Own Occupation—2 years Minimum Monthly Benefits—5% or \$50
Negotiated Life	\$1,000 AD & D
Vision	VSP-2
Dental	100:90/90/90:\$900 (Class I & II maximums at \$1,000) Plan year: July 1 through June 30

Plan B: For Employees Not Electing Health Insurance

Long Term Disability	Same as above
Negotiated Life	\$1,000 AD & D
Vision	VSP-2
Dental	100:90/90/90:\$900 (Class I & II maximums at \$1,000) Plan year: July 1 through June 30

SCHEDULE "C" Insurance, continued

Members not electing MESSA-PAK A will select MESSA-PAK Plan B plus receive \$700.00. These employees may, in the alternative, choose from the following waiver options:

- Choosing no health, dental and optical coverage will receive \$1,000.00
- Choosing no health and dental will receive \$850.00
- Choosing no health and optical will receive \$750.00

(The above options are subject to MESSA approval.)

The Galesburg-Augusta Community Schools Board of School Trustees will adopt a written qualified Salary Reduction plan document under IRS Section 125. This Section 125 Plan is designed to replace the present Tax Sheltered Annuity (TSA) option. Employees wishing to elect a TSA option will be provided a vehicle for a TSA through the IRS qualified Salary Reduction Plan. MEA Financial Services Association shall be one of the companies available to bargaining unit members.

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.

1. Members will pay all deductibles.
2. In the event a National Health Program is enacted that would affect the benefits in the agreement both parties would agree to meet and negotiate over the impact of such a program on the benefit package contained in this agreement.

SCHEDULE "D"

A. Galesburg-Augusta 2005-2006 School Calendar

		<u>PD Hours</u>
August 22 (M)	Probationary Teachers Report a.m./ Leadership Council p.m.	
August 23 (T)	Staff Breakfast and PD a.m. Teacher work time p.m.	3
August 24 (W)	Building meetings and PD	6
August 25 (Th)	AM Professional Development, PM work in the classroom	6
August 29 (M)	First student half (½) day K-12, PM professional development	3
September 1 (Th)	K-12 half (½) day students, PM professional development	3
September 2 (F)	No School – Labor Day	
September 5 (M)	No School - Labor Day	
October 28 (F)	1 st MP ends	
October 31 (M)	K-8 students AM only, PM conference Prep	
November 9 (W)	K-12 Parent-Teacher Conferences 5:30-8:30 p.m.	
November 10 (Th)	No students, K-12 PTC 8:30-11:30, 1-4 p.m., 5:30-8:30 p.m.	
November 11 (F)	No School	
November 24 & 25	No school – Thanksgiving Break	
December 19 (M)	Holiday Break begins	
January 3 (T)	School resumes	
January 18, 19 & 20	HS students half (½) days – semester exams	
January 20 (F)	1 st semester ends	
January 23 (M)	No students – Teacher Records Day	
February 17 (F)	No students – Professional Development	6
February 24 (F)	No school	
February 27 (M)	No school	
March 24 (F)	K-8 No School Conference prep., 3 rd marking period ends	
March 29 (W)	K-12 Parent-Teacher Conferences 5:00-8:30 p.m.	
March 30 (Th)	No students, K-12 PTC 8:30-11:30, 1:00-4:00 p.m., 5:30-8:30 p.m.	
March 31-April 7	Spring Break – no school	
April 10 (M)	School resumes	
April 14 (F)	No school – Good Friday	
May 12 (F)	No School, Professional Development in AM, Records Day in PM	3
May 29 (M)	No School – Memorial Day	
May 31 – June 2	HS half (½) days for semester exams	
June 1 (Th)	K-12 half (½) day students in AM, Teacher Records Day in PM	
June 2 (F)	K-12 half (½) day, last day of school, early teacher check out	
June 5 (M)	Teacher check out day	

SCHEDULE "D" 2006-2007 Calendar

A. Galesburg-Augusta 2006-2007 School Calendar

		<u>PD</u> <u>Hours</u>
August 28 (M)	Probationary Teachers / Leadership Council	
August 29 (T)	Staff Orientation / Professional Development	6
August 30 (W)	Professional Development	6
August 31 (Th)	Professional Development	6
September 5 (T)	½ day K-12, P.M. work time	
September 6 (W)	½ Day K-8, P.M. work time	
October 10 (T) – 20 (F)	MEAP Testing K-9	
October 19 (Th)	1 st Marking Period Ends	
October 31 (T)	½ Day K-8, P.M. Conference Prep	
November 6 (M)	Professional Development	6
November 15 (W)	Parent Teacher Conferences 5-8 p.m.	
November 16 (Th)	No School – PT Conference 8:30-12, 1:00-4:00 p.m., 5:00-8:00 P.M.	
November 17 (F)	No School	
November 23 & 24	No school – Thanksgiving Break	
Dec. 22 (F) – Jan. 5 (F)	Holiday Break	
January 8 (M)	School resumes	
January 17-19	½ Days 9-12 HS Exams	
January 22 (M)	No School – Records Day	
January 23 (T)	2 nd Semester Begins	
February 5 (M)	No School – Professional Development	6
February 16 (F)	½ Day K-8, P/M/ Conference Prep.	
February 21 (W)	Parent Teacher Conferences 5:00 – 8:00 p.m.	
February 22 (Th)	No School – PT Conferences 8:30-12:00, 1:00-4:00 pm, 5:00-8:00 pm	
February 23 – 26	No School – Winter Break	
March 13-29	HS Testing – ACT & Work Keys	
March 30 – April 9	Spring Break	
April 10 (T)	School resumes – 4 th Marking Period Begins	
May 11 (F)	No School	
May 28 (M)	No School, Memorial Day	
June 3 (Su)	H.S. Graduation – 2:00 p.m.	
June 5-7 (T-Th)	½ Days 9-12, HS Exams	
June 6 (W)	½ Day K-12	
June 7 (Th)	½ Day K-12 Last Day – Early Check Out	
June 8 (F)	Last Day Teachers	

SCHEDULE "D" 2006-2007 Calendar

B. G-A 2006- 2007 School Calendar and Teacher Work Schedule

Teacher work days = 178
 Student instruction days = 168

		AUGUST					SEPTEMBER					OCTOBER				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
(Teacher Days)											1					
(Student Days)		21	22	23	24	25	<u>4</u>	5	6	7	8	9	10	11	12	13
		28	29	30	31		11	12	13	14	15	16	17	18	19	20
							18	19	20	21	22	23	24	25	26	27
							25	26	27	28	29	30	31			

		NOVEMBER					DECEMBER					JANUARY				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
				1	2	3					1	<u>1</u>	2	3	4	5
		6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
		13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
		20	21	22	<u>23</u>	24	18	19	20	21	22	22	23	24	25	26
		27	28	29	30		<u>25</u>	26	27	28	29	29	30	31		

		FEBRUARY					MARCH					APRIL				
		M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
					1	2				1	2	2	3	4	5	<u>6</u>
		5	6	7	8	9	5	6	7	8	9	9	10	11	12	13
		12	13	14	15	16	12	13	14	15	16	16	17	18	19	20
		19	20	21	22	23	19	20	21	22	23	23	24	25	26	27
		26	27	28			26	27	28	29	30	30				

		MAY					JUNE				
		M	T	W	Th	F	M	T	W	Th	F
					3	4					1
		7	8	9	10	11	4	5	6	7	8
		14	15	16	17	18	11	12	13	14	15
		21	22	23	24	25					
		<u>28</u>	29	30	31						

KEY
BOLD = No Students
HIGHLIGHTED = 1/2 Day
UNDERLINE - NO SCHOOL

C. Student School Days / Teacher Workdays 2006-2007

	<u>Student</u>	<u>Teacher</u>		<u>Student</u>	<u>Teacher</u>
AUG			JAN		
SEPT			FEB		
OCT			MAR		
NOV			APR		
DEC			MAY		
JAN			JUNE		
Semester TOTAL			Semester TOTAL		
			Annual TOTAL		

NOTE: 2006-2007 Detailed annual calendar, consistent with the dates on the previous page, to be distributed at a later date.

SCHEDULE "D" Calendar

D. Student Instructional Hours and Teacher Workdays

Student Instructional Hours

High School

Full School Day - 6 hours 30 minutes instructional hours per day, 7:35 a.m. – 2:40 p.m. (425 – 35 = 390 minutes)	390 minutes X 161 Full Days	62790 minutes of instruction
Half day – 7:35 a.m. to 10:55 a.m., 3 hrs. 20 min. Half days – 9/5, 1/17, 1/18, 1/19, 6/5, 6/6, 6/7	200 minutes X 7 half days	1400 minutes of instruction
Professional Development 8/29, 8/30, 8/31, 11/6, 3/12	30 hours	1800 minutes of PD

Total Instructional Hours (65990 minutes)= Work days = 178
1100 hours

Middle School

Full School Day - 6 hours 29 minutes instructional hours per day, 8:15 a.m. – 3:19 p.m. (424 – 35 = 389 minutes)	389 minutes X 162 Full Days	63018 minutes of instruction
Half day – 8:15 a.m. to 11:35 a.m., 3 hrs. 20 min. Half days – 9/5, 9/6, 10/31, 2/16, 6/6, 6/7	200 minutes X 6 half days	1200 minutes of instruction
Professional Development 8/29, 8/30, 8/31, 11/6, 3/12	30 hours	1800 minutes of PD

Total Instructional Hours (66018 minutes)= Work days = 178
1100 hours

Intermediate

Full School Day - 6 hours 29 minutes instructional hours per day, 8:20 a.m. – 3:24 p.m. (424 – 35 = 389 minutes)	389 minutes X 162 Full Days	63018 minutes of instruction
Half day – 8:20 a.m. – 11:40 a.m., 3 hrs. 20 min. Half days – 9/5, 9/6, 10/31, 2/16, 6/6, 6/7	200 minutes X 6 half days	1200 minutes of instruction
Professional Development 8/29, 8/30, 8/31, 11/16, 3/12	30 hours	1800 minutes of PD

Total Instructional Hours (66018 minutes)= Work days = 178
1100 hours

Primary

Full School Day - 6 hours 29 minutes instructional hours per day, 7:50 a.m. – 2:54 p.m. (424 – 35 = 389 minutes)	389 minutes X 162 Full Days	63018 minutes of instruction
Half day – 7:50 a.m. – 11:10 a.m., 3 hrs. 20 min. Half days – 9/5, 9/6, 10/31, 2/16, 6/6, 6/7	200 minutes X 6 half days	1200 minutes of instruction
Professional Development 8/29, 8/30, 8/31, 11/6, 3/12	30 hours	1800 minutes of PD

Total Instructional Hours (66018 minutes)= Work days - 178
1100 hours

30 hours of Professional Development
168 Student Days
178 Teacher Work Days

SCHEDULE "D" Calendar

E. Calendar Agreements

Teachers who have met end of the school year building check out requirements may "check out" on June 7, 2007.

The 2005-2006 and 2006-2007 calendars shall be based on one hundred seventy-eight (178) teacher workdays and will include two (2) teacher workdays prior to the first student day.

Calendars for subsequent years of this agreement shall be negotiated by the parties annually and in accordance with the Common County Calendar.

April 12, 2001

Michigan Department of Education, Michigan Education Association, Michigan Association of School Administrators and Michigan Federation of Teachers and School Related Personnel agree that the following criteria should be considered when designing professional development in response to the requirements in Sections 1526 and 1527, Section 95 and Section 101 (11).

Quality professional development

- Is for the purpose of enhancing teaching and learning.
- Is consistent with building and district school improvement plans and, when available, NCA goals and district strategic plans.
- Is part of an ongoing comprehensive professional development plan that addresses the long-term professional needs of the individual as well as the long-term change of practice in the building and district.
- Is characterized by the knowledge of educational needs of students, the study of proven research and inclusive of the best use of new technologies.
- Includes best principles of adult learning that includes design by the educators and non-teaching staff for whom the professional development is intended.
- Occurs when educators and non-teaching staff collaborate and share knowledge with each other.
- Requires ongoing reflection.
- Is helpful to all school staff as they work to meet the needs of students who learn in different ways and come from diverse backgrounds.
- Is no less than one hour in length.

Quality Professional Development Designs

Adapted from a National Staff Development Council (NSDC) series.

If not a workshop, then what?

Educators don't have to sit in lecture halls to learn how to improve their teaching and learning. Consider one or a variety of these ideas and how they could be used in your school district.

- Conduct action research projects
- Analyze teaching cases
- Attend awareness-level seminars
- Join a cadre of in-house trainers
- Plan lessons with a teaching colleague
- Consult an expert
- Be coached by an expert
- Form study or support groups
- Give presentations at conferences
- Attend conferences
- Shadow another professional in the field
- Research on the Internet
- Lead a school-wide committee project
- Coach a colleague
- Be a mentor
- Be mentored
- Observe model practices
- Be observed and receive feedback from an objective observer
- Be coached by a peer
- Participate in a professional network
- Read journals, educational magazines, books
- Write an article about your work
- Participate in a study group
- Keep a reflection log or journal
- Enroll at a community college or university
- View educational videos
- Listen to video/audio recordings
- Videotape yourself in your work setting. Give yourself critical feedback
- Do a self-assessment
- Participate in a video conference or conference calls with experts
- Visit model schools/programs
- Develop curricula
- Be involved in school improvement planning
- Observe others in their work settings
- Examine new technological resources to supplement the learning and working environment

Letter of Agreement

Between

Galesburg-Augusta Community Schools

And

Kalamazoo County Education Association

Regarding

VOLUNTARY SEPARATION INCENTIVE PLAN

The following voluntary separation incentive plan is offered to teachers who meet the plan qualifications and who agree to resign from their position effective with the conclusion of the 2005-2006 school year.

1. Qualification: GAEA bargaining unit members shall qualify for the plan if they meet the following condition:
 - A. Currently at Step 16 or above on either the BA or MA lanes of Schedule A.
2. Amount of incentive: The incentive offered to teachers shall vary based on the number of teachers electing voluntary separation. If one (1) to three (3) teachers participate, the incentive shall be fifteen thousand dollars (\$15,000). If four (4) or more teachers participate, the incentive offered to all participants shall be twenty thousand dollars (\$20,000).
3. Qualified teachers shall receive the applicable incentive payment, either fifteen thousand dollars (\$15,000) or twenty thousand dollars (\$20,000) as follows:

The applicable incentive amount shall be credited to the Teacher for the purpose of purchasing MPSERS Universal buy-in Service Credit and/or for deposit into a 403(b) tax deferred annuity plan.

If the Teacher determines that additional service credit is needed, this money shall be used to purchase any additional years of MPSERS Universal buy-in Service Credit. The Employer shall use the dollar value of the incentive to "pick up" (pay) the contribution to the MPSERS an amount equal to the cost to purchase Universal Service Credit as determined by the teacher. Payment to MPSERS shall be made by the Employer so as to be received by MPSERS no later than June 23, 2006. Any amount of money left over following the purchase of Universal Service Credit shall be deposited into a 403(b) tax deferred annuity plan of the Teacher's own choosing. If additional service credit is not needed, the total amount shall be deposited on June 23, 2006 into a 403(b) tax deferred annuity plan of the Teacher's own choosing.

**GALESBURG-AUGUSTA COMMUNITY SCHOOLS
VOLUNTARY SEPARATION INCENTIVE PLAN**

APPLICATION FORM

The undersigned hereby applies for the Voluntary Separation Incentive Plan offered to eligible teachers.

I acknowledge that:

- A. I have read and understand the Plan provisions, and believe that I meet all eligibility requirements as of the date of this application.

- B. I have read and understand all of the terms of a proposed Settlement and Release Agreement (“Agreement”) attached to this form, including the right to review the terms of the Agreement for a period of at least forty-five (45) days, and the right to revoke the Agreement within seven (7) days after signing it, if I change my mind.

- C. I have also been advised to consult with an attorney and a tax consultant of my choice prior to executing the Agreement.

- D. If I am selected to participate in the Plan, I understand that I will be required to sign the Settlement and Release Agreement and submit it together with a signed letter of resignation, to the office of the Superintendent of Schools.

- E. My plan beneficiary(ies) is _____.

Date: _____

Signature: _____

Teacher Applicant

**VOLUNTARY SEPARATION INCENTIVE
SETTLEMENT AND RELEASE AGREEMENT**

THIS AGREEMENT made as of the date hereinafter set forth by and between
GALESBURG-AUGUSTA COMMUNITY SCHOOLS (“Employer”), Kalamazoo County,
Michigan, acting by and through its Superintendent of Schools, and
_____ (“Teacher”).

WITNESSETH:

FACTUAL BACKGROUND

1. The Board of Education of Galesburg-Augusta Community Schools (“Employer”) has entered into an Agreement with the Kalamazoo County Education Association (“Union”) to offer a Voluntary Separation Incentive Plan.
2. The Teacher has indicated his/her interest in terminating his/her employment relationship with the Employer not later than May 1, 2006 in order to participate in the Plan and meets all the requirements for participation.
3. The Teacher and the Employer have reached certain agreements concerning the terms and conditions under which the Employer has agreed to permit the Teacher to terminate his/her employment relationship in order to participate in the Plan and wish to reduce such agreements to writing.

AGREEMENT

In consideration of the mutual covenants and undertakings of the parties as stated below, the parties agree as follows:

A. The Teacher:

1. Hereby tenders a letter of resignation, effective June 30, 2006 for the purpose of participating in the Voluntary Separation Incentive Plan.
2. Expressly understands and agrees that acceptance of his/her voluntary resignation by the Employer shall constitute a permanent and express relinquishment and waiver by the Teacher of any and all claims to future employment with the Galesburg-Augusta Community Schools after completion of the 2005-06 contract year.
3. Further expressly understands and agrees that signing this Settlement and Release Agreement disqualifies the Teacher for eligibility for unemployment compensation

benefits inasmuch as it constitutes a voluntary resignation on the part of the Teacher without cause attributable to the Employer.

4. Hereby releases, relinquishes, acquits, and forever discharges the Employer and the Union, its successors, agents, officers, and employees from any and all causes of action, claims or suits which hereafter accrue or result relating to his/her employment relationship with the school District or termination of employment effective June 30, 2006, and such release is given in exchange for the additional consideration referred to in Section B below. This release includes all claims whatsoever whether founded upon contract, tort, statute or regulations, federal, state or local, common law or any other theory or grounds, including, but not limited to, any claims based on age, sex, handicap or other claims of discrimination or unlawful termination, such as the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act or the Michigan Elliott-Larsen Civil Rights Act.
5. Has been given a period of at least forty-five (45) days within which to review the terms of this Agreement and has been advised in writing to consult with an attorney and tax consultant of his/her choice prior to executing this Agreement. The Teacher specifically acknowledges that he/she fully and completely understands the terms of this Agreement and their significance and that he/she accepts those terms and enters into this Agreement freely and without reservation. The Teacher agrees that he/she will not, after the passage of time, except as provided in Section A, 5 of this Agreement, attempt to challenge or to void this Agreement in any manner, form or forum.
6. Understands that he/she may change his/her mind and revoke this Agreement for a period of seven (7) days after signing it on the date filled in below. To be effective, the revocation must be in writing and delivered to the persons who executed the Agreement on behalf of the Employer. If the Agreement is not revoked within the seven (7) day period, it shall be fully enforceable without any further affirmative action by either party.
7. Acknowledges that he/she received a copy of the Voluntary Separation Incentive Plan, including eligibility factors and applicable time limits for participation in the Plan.
8. Further acknowledges that he/she has been informed in writing of the job titles and ages of employees eligible for participation in the Plan, and the ages of employees in the same organizational unit who are not eligible for participation in the Plan.

9. Further acknowledges that this Agreement does not waive rights or claims that may arise after the date filled in below.

B. The Employer agrees to accept the Teacher's resignation and to release the Teacher from his/her employment contract effective June 30, 2006. In exchange for such, the Employer agrees to pay the Teacher the following:

Qualified teachers shall receive the applicable incentive payment, either fifteen thousand dollars (\$15,000) or twenty thousand dollars (\$20,000) as follows:

The applicable incentive amount shall be credited to the Teacher for the purpose of purchasing MPSERS Universal buy-in Service Credit and/or for deposited into a 403(b) tax deferred annuity plan.

If the Teacher determines that additional service credit is needed, this money shall be used to purchase any additional years of MPSERS Universal buy-in Service Credit. The Employer shall use the dollar value of the incentive to "pick up" (pay) the contribution to the MPSERS an amount equal to the cost to purchase Universal Service Credit as determined by the teacher. Payment to MPSERS shall be made by the Employer so as to be received by MPSERS no later than June 23, 2006. Any amount of money left over following the purchase of Universal Service Credit shall be deposited into a 403(b) tax deferred annuity plan of the Teacher's own choosing.

If additional service credit is not needed the total amount shall be deposited on June 23, 2006 into a 403(b) tax deferred annuity plan of the Teacher's own choosing.

C. In the event the Teacher dies prior to receiving payment, the Employer shall pay the applicable incentive amount to the Teacher's beneficiary(ies). The Teacher shall submit the name(s) of the beneficiary(ies) in writing to the personnel office.

IN WITNESS THEREOF, the parties hereto cause this Settlement and Release Agreement to be executed in duplicate originals as of _____, 2006.

TEACHER:

EMPLOYER:

Galesburg-Augusta Community Schools

**Letter of Agreement
Between
Galesburg-Augusta Community Schools
And
Galesburg-Augusta Education Association
Regarding
Kindergarten Planning Time
For the 2005-06 School Year**

The Galesburg-Augusta Education Association and Galesburg-Augusta Community Schools agree to the following change for Kindergarten planning time block of time, due to the number of K-1 classes attending daily specials (music, art, gym).

Contract states in Article 2, Section D, Number 1. A minimum of two hundred twenty (220) minutes of conference planning time per week. Blocks of planning time of at least 40 minutes a day will be established.

Revision:

For the 2005-06 school year only, Kindergarten planning time shall be in 35 minute blocks of time, with an additional 30 minute library period provided to each kindergarten teacher once each week.

 /s/ Eric J. Palmu
Superintendent
Galesburg-Augusta Community Schools

 /s/ Leslie McCaw
Co-President
Galesburg-Augusta Education Association

 /s/ Marcia Williamson
Co-President
Galesburg-Augusta Education Association

November 16, 2005

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