2025-2027

COLLECTIVE BARGAINING AGREEMENT

between

GULL LAKE COMMUNITY SCHOOLS

and

KALAMAZOO COUNTY EDUCATION ASSOCIATION

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

ARTICLE 1
PURPOSE AND RECOGNITION

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

1.2 Recognition. The Employer recognizes the Kalamazoo County Education Association as the sole and exclusive collective bargaining representative for all regular and part-time YS-12 classroom teachers, guidance counselors, speech and language pathologists, school psychologists, school social workers and media specialists/librarians employed by the Employer for the regular school term but excluding: substitutes, supervisory and administrative personnel, including, but not limited to, the superintendent, assistant superintendents, business manager, principals and assistant principals, the position of athletic director and all employees who devote 50% or more of their time to administrative assignments.

The terms "teacher" and "non-teaching" professional staff member, as used in this Agreement, are defined in Section 14.12 and 14.121.

ARTICLE 2
MANAGEMENT RIGHTS

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

a. To the executive management and administrative control of the school system and its properties and facilities;

b. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, including extracurricular duties, to employees; determine the size of the work force and to lay off employees;

c. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein;

d. To adopt reasonable rules and regulations governing the professional conduct of bargaining unit members;

e. To determine the qualifications of employees;

f. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities;

g. To determine all financial and educational policies;

h. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization;

i. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

j. To decide upon the goals and objectives of instruction, and to make the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

k. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities within the scheduled hours of employment, and the terms and conditions of employment.

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

ARTICLE 3
PAYROLL DEDUCTIONS

3.1 Payroll Deductions. The Employer shall establish policies for payroll deductions for the Michigan Education Association tax-deferred annuity program, Michigan Education Association insurance program, Arbor Financial Credit Union, the Gull Lake Foundation, and the United Fund.

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

The Employer will also make payroll deductions for elective employee contributions to a Health Savings Account.

The Association reserves the right to negotiate payroll deduction in the next round of bargaining.

ARTICLE 4
WORKING CONDITIONS

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

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

a. The number of teacher work days designated on the calendar(s) in Schedule C of this Agreement. There shall be 189 teacher work days for the 2025-26 and 2026-27 school years.

b. A Christmas-New Year's break.

c. A spring break.

d. Five (5) days (or the equivalent in days/hours) professional development for teachers, as designated on the school calendar, to satisfy statutory standards and to promote growth in the teacher's job performance.

e. Not less than two (2) teacher work/records days, as indicated on the calendar in Schedule C of this Agreement. The teacher work/records day at the beginning of the school year will be designated as a flex day to be completed by the teacher on site within seven (7) days prior to the first regularly scheduled teacher work day. Teacher work/records half-days at the end of a trimester are considered flex time with all required professional duties to be performed by the teacher on or off site.

f. Parent-teacher conferences.

g. Not less than one hundred eighty (180) student days and the number of student contact hours required under the Revised School Code and the State School Aid Act for the Employer to receive full state aid.

h. The last day of school for students shall consist of one-half (1/2) day of professional duties for teachers, and one-half (½) day for students. Teachers remain responsible for completion of all professional responsibilities.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. After consultation with the

Association, the Employer shall prepare a calendar for the work year which strictly conforms to the guidelines herein above set forth. The calendar 2024-2026 is in Schedule C of this Agreement.

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

4.21 Y5-5 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a classroom teacher shall include:

a. Thirty (30) hours and fifty (50) minutes of instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Revised School Code and the State School Aid Act.

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

b. Three Hundred (300) minutes per week for preparation. Teachers shall receive no less than twenty (20) minutes of preparation time daily. Preparation time includes special subjects and recess times and excludes teacher work time before and after school. Preparation time shall not be counted as instruction or related duty time for purposes of applying paragraph A above.

c. A duty free lunch period of thirty (30) minutes each day. Teachers shall not be obligated to attend meetings called by the administration during the teacher's lunch period.

4.22 6-12 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 6-12 classroom teacher shall include:

a. Thirty (30) hours and fifty (50) minutes of instruction or related duties involving sufficient pupil-teacher contact for the purpose of meeting required instructional time under the provisions of the Revised School Code and the State School Aid Act.

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

b. One (1) preparation period at the Middle School and High School for each day of instruction based upon a maximum of seven (7) periods/day. This shall not be less than three hundred (300) minutes per week for preparation, based on a five (5) instructional day week.

Preparation periods shall not be counted as instruction or related duty time for purposes of applying paragraph "a", above.

c. A duty free lunch period of thirty (30) minutes each day. Teachers shall not be obligated to attend meetings called by the administration during the teacher's lunch period.

d. Long term teaching assignment during planning period. The planning period is an important segment of a teacher's workday in order to achieve maximum effectiveness in the classroom. The administrator will take the following action:

1. Building Principal will discuss staffing needs with Department Chair.

2. The Department Chair will discuss staffing needs with teachers within that department.

3. A teacher may voluntarily accept a request to teach during the teacher's planning period.

4. Payment for teaching during a teacher's planning period will be determined on Schedule A, Section 2A.

4.23 Other Teachers and non-teaching professional staff members. The normal work week for guidance counselors, speech language pathologists, media specialists, librarians, specials teachers and non-teaching professional staff members shall be substantially equivalent to the professional duties of the teachers of the grade level or levels to which assigned as provided in the policies of the Employer scheduling the work day.

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

4.25 General Professional Duties. Each teacher shall, to the extent required for the proper discharge of his/her professional obligations, participate in faculty, departmental

and curriculum meetings; in-service training programs; homeroom and club assignments; PTO or parent study groups; parent-teacher and student-teacher conferences; and such other professional activities as may reasonably be required.

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

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

Classes	Average Class Size Guidelines
Y5	16-18
K-2	23-27
3-6	24-28
7-12	27-31
7-12* Intervention	15-18 (MS) 18-22 (HS)

*"Intervention" is defined as ELA and Math Lab (GLMS), Concept Courses (GLHS), 3 Tri Algebra (GLHS).

If the upper range of a class size average guideline is exceeded after the fall membership count day for State funding purposes, the affected teacher will be paid Twelve Dollars ($12) per day (based on a full day of student attendance) for each additional student in excess of the upper range of the average. This payment will be pro-rated where the student is in the teacher's classroom for only a portion of the instructional day or where the additional enrollment is limited to one or more sections instructed by a teacher. This payment does not apply to traditional large group instruction formats. Payment under this provision will be made on the first regular payroll after the end of the trimester where the above conditions have occurred.

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

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

a. The grade and subject matter.

b. The teaching methodology.

c. The physical, intellectual and emotional level and distribution of the students. The parties recognize the need to accommodate those students who have been identified as eligible for services under Section 504 of the Rehabilitation Act and who have a Section 504 Plan in effect. Where more than one potential classroom placement is consistent with the educational needs and programming for a Section 504 student, the Employer will consult with the affected classroom teacher(s) and other professional staff to determine which classroom placement will best accommodate the needs of that pupil.

d. The training and experience of the teacher.

e. The quantity, quality, and type of physical facilities, teacher aids and other personnel available.

f. Avoidance of busing.

g. The Board recognizes mainstreamed students require special attention from the classroom teacher. In view of this fact, the Board shall count the first and second mainstreamed student as one pupil each and each succeeding mainstreamed student as two pupils, when applying the average class size guidelines.

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

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

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

4.34 Job Sharing. This job sharing model may be considered to accommodate the needs of teachers/non-teaching professional staff members to successfully blend their careers with their family responsibilities, subject to the following structured guidelines.

a. It is necessary that job share participants share a common instructional style, academic expectation, a common approach to discipline,

b. and the ability to share a physical space. With these facts in mind, all requests for job sharing must be in writing, must contain a proposed allocation of job share responsibilities and shall be subject to approval by the Superintendent.

1. Job sharing may be limited to one partnership in each building for each one hundred enrolled in that building. The Superintendent or designated central office administrator will determine the number of job sharing partnerships per building.

2. Job sharing partnerships must be developed with the cooperation and approval of the building principal.

c. A job share requires that teachers/non-teaching professional staff members communicate on a daily basis about class progress, student behavior, homework, etc. Sometime overlap may be needed to accommodate this communication.

d. Hours for job sharing teachers/non-teaching professional staff members will be shared in an am/pm fashion, or on alternate days when approved by the Employer. To facilitate the shared teachers/non-teaching professional staff members concept and to maintain equal responsibility it may be desirable for both teachers/non-teaching professional staff members to be present to work on some full days. Examples of such days are the first and last day of school the first and last day of the teacher's/non-teaching professional staff member's work year. The specific scheduling of a job sharing partnership must be developed with and approved by the principal. These days will be paid at the per diem rate. Other specific job sharing schedules may be approved by the principal. These will be paid at a per diem rate.

e. Consistent with current practices, staff meetings, I.E.P.C.s, team meetings, and committee work are important aspects of a teacher's/non-teaching professional staff member' professional responsibilities. Both job sharing teachers/non-teaching professional staff members must attend these meetings, unless excused by the principal.

f. All parent contact sessions, such as open houses, must be attended by both teachers/non-teaching professional staff members, or as assigned by the principal.

g. For the continuity of instruction, in the event of an absence, the other teachers/non-teaching professional staff members will be called first to substitute and must assume this responsibility if possible. Compensation will be at the substituting teacher's/non-teaching professional staff member's regular rate of pay. If either teacher/non-teaching professional staff member requests an extended leave, the paired teacher/non-teaching professional staff member is expected to assume full-time responsibility if at all possible. This would be at regular per diem pay.

h. Both teachers/non-teaching professional staff members will share the budget, capital outlay, furniture, etc. that would normally be assigned to one teacher/non-teaching professional staff member.

i. Teachers/non-teaching professional staff members will be paid at the rate of 50% of a full-time contract and will advance one full step on the salary schedule for evely year of job sharing.

j. If a job share is dissolved, the paired non-teaching professional staff members and the building principal may jointly determine that one of the non-teaching professional staff members shall remain with the assignment on a full-time basis. This agreement must be written, witnessed by the Association and established as an initial condition of the job share agreement. If that decision is reached, the assignment will not be considered vacant when dissolved and the paired non-teaching professional staff member leaving the assignment will be placed in another assignment (consistent with his/her certification, qualifications and seniority).

When a job share arrangement is dissolved and there is no agreement reached (as indicated above) regarding retention of the assignment by one of the paired non-teaching professional staff members, the non-teaching professional staff member(s) in the pair who were full-time prior to their engagement in the job share will be assigned to concurrently vacant full-time assignment(s) for which they are certified and qualified. The folmer job share assignment will be regarded as concurrently vacant.

If the non-teaching professional staff member(s) in the dissolving job share cannot be placed in a concurrently vacant assignment(s), they will be entitled to displace the least senior full-time non-teaching professional staff member(s) whose assignment the returning non-teaching professional staff member(s) are certified, qualified and senior to hold.

Non-teaching professional staff members who held part-time assignments prior to their participation in the job share will have the right to be assigned to any concurrently vacant positions for which they are celtified and qualified but shall not have the right to displace full-time non-teaching professional staff members at the expiration of the job share.

If a non-teaching professional staff member cannot be assigned at the expiration of a job share under these provisions, he/she will be placed on layoff status but shall have recall rights to the extent specified in Article 5.5 of this Agreement.

k. A job sharing arrangement will be terminated at the end of a school year, but may be renewed for the succeeding school year by request of the job share participants and approval by the Superintendent.

l. Special classes will be scheduled as equally as possible.

m. Fringe benefits are as described in the Collective Bargaining Agreement for part-time employees.

n. Additional provisions may be agreed to by the paired teachers with the approval of the administration and the Association.

4.35 Y5-2. Annually, teachers assigned to grades Y5-2 may schedule a one half-day substitute teacher three (3) times during the school year in order to complete students' required report card assessments.

ARTICLE 5
PROFESSIONAL ASSIGNMENTS OF NON-TEACHING PROFESSIONAL STAFF

5.1 Assignment Objectives. The parties recognize the desirability of:

a. Placing each non-teaching professional staff member in a position which will most effectively use his/her skills and experience while providing for the Employer's staffing needs; and

b. Promoting the career opportunities of non-teaching professional staff members by giving them the first opportunity to apply for vacancies.

The following procedures shall be used:

5.11 Assignment Criteria. Eligible non-teaching professional staff members shall be assigned by the Employer on the basis of the following criteria. The order in which the following criteria are enumerated does not indicate that one criterion is necessarily more important than another.

a. The contribution which the non-teaching professional staff member could make to students in the new position.

b. The preference of the non-teaching professional staff member for the assignment.

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

d. The opportunity for the professional growth of the non-teaching professional staff member.

e. The non-teaching professional member's experience and ability to relate to the particular age level and subject matter.

f. The benefits to be derived by the Employer in making the assignment.

g. The length of service of the non-teaching professional member in the District.

h. The non-teaching professional staff member's certification and qualifications to provide required services within the assignment.

i. Non-teaching professional staff members shall not be assigned outside the scope of their certification and qualifications, as those terms are defined in 5.6 of this Article.

5.12 Notice of Vacancies. Notice of permanent vacancies in non-teaching professional staff member positions in the bargaining unit shall be given as follows:

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

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

c. In the case of all other vacancies in non-teaching professional staff member positions, the Employer shall notify each non-teaching professional staff member who has on file an assignment request for such vacancy and a copy of the notice shall be given to the Association.

5.13 Assignment Requests. An assignment request made by a non-teaching professional staff member shall:

a. Give the name of the non-teaching professional staff member, the reasons for the request, the school, or position sought, and the applicant's certification and qualifications and shall be submitted through email to human resources (HR).

b. Expire at the time the vacancy is filled, upon the termination of the employment of the non-teaching professional staff member or the expiration of twelve (12) months, whichever shall first occur.

5.14 Assignment Procedure.

a. Voluntary assignment requests for non-teaching professional staff members shall be acted on before making involuntary assignments.

b. Except for unforeseen circumstances, a returning non-teaching professional staff member who has agreed to be employed for the next school year shall be given a written confirmation of the non-teaching professional staff member's

scheduled assignments for the next school year not less than thirty (30) days prior to the commencement of such school year.

c. A non-teaching professional staff member shall be consulted prior to changing his/her assignments.

d. The Association shall be consulted prior to the building transfer of a non-teaching professional staff member.

5.15 Assignment Disputes. If the Association shall claim that an assignment of a non-teaching professional staff member has been made contrary to the provisions herein set forth, the Association within five (5) days from receipt of the disputed assignment shall in writing:

a. Notify the Employer of the name of the non-teaching professional staff member the Association claims should have been assigned, and

b. The specific reasons for such claim.

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

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

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

a. Absent an alternative rescheduling arrangement approved by the Employer and the Association, all days and hours not otherwise made up shall be rescheduled on the first day after the regularly scheduled final day of pupil instruction of the school year, as designated on the school calendar. The balance of the school calendar, including all teacher work days, shall be adjusted accordingly so that all work days on the calendar are fulfilled.

b. Each rescheduled day shall be a full day of rescheduled classes unless the canceled day was a regularly scheduled one-half day.

c. When a school day is cancelled teachers will not be required to report to work, subject to the rescheduling provisions set forth below. If required to report for more than the number of teacher work days designated in Article 4.1 and on the school calendar, teachers will be compensated at their per diem rate for each additional day.

d. Scheduled days and hours of instruction which are not held due to the above conditions will be rescheduled to ensure that there are a minimum number of days and hours of student instruction as prescribed by the Revised School Code and the State School Aid Act to enable the Employer to receive full pupil membership allowances and categorical appropriations. Teachers will receive their regular pay for days and hours that are canceled but shall work the rescheduled days and/or hours without additional compensation.

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

5.3 Staff Adjustments. Layoffs and recalls of non-teaching professional staff members shall be accomplished as herein set forth.

5.31 Determination. The Employer shall have the right to reduce the number of non-teaching professional staff members in a given service area, field or program, or to eliminate, consolidate or otherwise reduce in scope those positions or assignments.

A layoff of non-teaching professional staff members extending for more than twenty-two (22) days shall not be implemented until the Employer shall have given the Association notice of its reasons and the Association shall have had the opportunity to make its recommendations to the Employer regarding priorities and procedures to be followed in such layoff as well as the application of this Agreement in the context of the contemplated staff reduction, in accordance with Section 5.7 of this Article.

5.4 Layoff Procedure. Layoffs of non-teaching professional staff members shall be subject to the following conditions:

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

Non-teaching professional staff members who will be laid off for more than twenty-two (22) days will receive forty-five (45) days written notice prior to the implementation date of the layoff, except where an employee is bumped, in which case ten (I 0) days advance written notice will suffice.

b. If a layoff of a non-teaching professional staff member is for more than twenty-two (22) days the following procedures will be observed:

1. Probationary non-teaching professional staff members shall be laid off first, provided that there are non-probationary non-teaching professional staff members who are certified and qualified for the assig1m1ent held by the probationary non-teaching professional staff members remaining on staff who can fill that assignment, unless the position held by the probationary non-teaching professional staff member is being eliminated.

2. Probationary non-teaching professional staff members shall not be employed by the Employer while there are non-probationary non-teaching professional staff members of the Employer who are laid off unless there are no laid off non-probationa1y non-teaching professional staff members who are certified and qualified to fill the remaining position(s).

3. If reduction is still necessary then non-probationary non-teaching professional staff members in the specific positions being reduced or eliminated shall be laid off in accordance with seniority, certification and qualification, as defined in this Article.

4. Non-teaching professional staff members whose positions have been eliminated shall have the right to displace the least senior bargaining unit member occupying a position which the displaced non-teaching professional staff member is certified and qualified to hold. Should there be no such individual to displace, the non-teaching professional staff member shall be placed on layoff status.

c. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a non-teaching professional staff member shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

5.5 Recall Procedure. Recalls of non-teaching professional staff members shall be subject to the following conditions:

a. Non-teaching professional staff members shall be recalled in the order of seniority starting with the most senior non-teaching professional staff member on temporary or indefinite layoff who is certified and qualified for a vacant position. The Employer shall have no obligation to post a vacant position which may be filled through the recall of a non-teaching professional staff member on temporary or indefinite layoff. The Employer shall notify the Association of openings which are to be filled through recall under this provision.

b. It shall be the responsibility of each non-teaching professional staff member to notify the Employer of any change in address. If no recall date is set forth in

the notice of layoff, the Employer shall give written notice of recall from layoff by sending a letter and e-mail to the non-teaching professional staff member at the non-teaching professional staff member's last known address. Non-teaching professional staff members are responsible for leaving a residential address (or post office box address), an e-mail address and a phone number for purposes of receiving a recall notice.

Non-teaching professional staff members must report by the recall date specified or forfeit all employment rights. Non-teaching professional staff members who at the time of recall are under a conflicting contract with another Michigan public school district may decline recall for the duration of the conflicting obligation.

The obligation to rehire a non-teaching professional staff members who has been laid off shall terminate if the non-teaching professional staff member fails to return to work at the time specified or if the non-teaching professional staff member is not recalled within three (3) years following such layoff.

5.6 Interpretation. For the purposes of this Agreement:

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

The non-teaching professional staff member shall provide written notice to the District of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, licenses, renewals, approvals as well as expirations, revocations and any limitations thereon. The non-teaching professional staff member shall further notify the District and the Association, in writing, in the event that he/she petitions the State Board of Education (or other regulatory authority) for nullification or limitation of his/her certificate approval, license or one or more endorsements thereon.

b. "Qualified" shall be determined for a non-teaching professional staff member as follows:

1. The non-teaching professional staff member's individual performance, including evaluations, attendance, disciplinary record, and other relevant factors; and

2. The non-teaching professional staff member's significant, relevant job accomplishments and contributions; and

3. The non-teaching professional staff member's relevant special training and the integration of that training into practice.

c. For the purpose of layoff, the areas that a non-teaching professional staff member is certified and qualified to teach shall be those areas on file at the District's central office as of the date that the Employer adopts the formal resolution to institute layoffs.

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

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

e. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations.

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

5.8. Seniority List. The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year not later than September 30. The names of all bargaining unit members shall be listed in order of their service dates and time of day as stated on their contract (for employees hired prior to July 1, 1999) starting with the individual employee with the greatest amount of seniority at the top of the list. The Association shall lodge any objections to the accuracy of the seniority list within thirty (30) days of its receipt of the list from the Employer.

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

work year, the year shall not be included in the calculation of seniority, except as otherwise required by law or by the terms of the leave of absence.

ARTICLE 6
PROFESSIONAL ASSIGNMENTS OF TEACHING PROFESSIONAL STAFF

Decisions about placement, and layoff/recall, and evaluation of a "teacher" defined under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (hereinafter referred to as "teacher") will be made as stated below. The procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1249. A non-probationary teacher may grieve placement and/or layoff/recall decisions to 12.33 of the Contract Enforcement procedure (Article 12).

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

6.1 Assignment Objectives. The parties recognize the desirability of:

a. Placing each teacher in a position which will most effectively use his/her skills and experience while providing for the Employer's staffing needs; and

b. Promoting the career opportunities of teachers by giving them the first opportunity to apply for vacancies.

6.2 Vacancies and Transfers.

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

b. **Voluntary Transfers:** On or before March 1, a teacher may request an assignment which shall include: the name of the teacher, the reasons for the request, the school, or position sought, and the applicant's certification and qualifications and shall be submitted through email to human resources (HR). A request for transfer submitted by March 1 will be considered until the last teacher report day of the current school year.

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

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

b. If the vacancy is for a teacher position to be filled at the beginning of the next school year and the administration has notice of the vacancy at least ten (10) days before the last teacher report day, notice of the vacancy shall be posted a

minimum of five (5) days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.

c. For vacancies that arise after the last teacher report day until the first teacher report day of the successor school year, the Employer will post the vacancy and provide the Association with a copy. An interested teacher may apply for the vacant position.

d. Awarding of a vacancy to an external applicant shall occur if no bargaining unit employee has applied for the vacant position within the posting timeline or if no internal applicant meets the criteria outlined in Section 6.3.

6.22 Involuntary Transfers. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary and capricious. The Superintendent or designees shall provide thirty (30) calendar days notice to the affected employee and the Association, unless extenuating circumstances (examples include, but are not limited to, significant financial changes, legal compliance, avoiding a layoff, a health or safety concern) require a shorter notice period or if the teacher waives the notice requirement. The involuntary transfer notice will be sent to the bargaining unit employee specifying the specific position. The employee may request a meeting with administration concerning the involuntary transfer decision. A copy will be sent to the Association.

6.23 Assignment Procedure.

a. Voluntary assignment requests for teachers shall be considered by following the criteria outlined in Section 3 before making involuntary assignments.

b. The administration will provide teachers with a tentative assignment for the next school year at least 30 days before the school year begins.

c. A teacher shall be consulted prior to changing his/her assignments.

6.24 Assignment Disputes.

a. If the Association claims that an assignment of a non-probationary teacher was contrary to this Agreement, the Association within five (5) days from receipt of the disputed assignment shall in writing:

    I. Notify the building principal of the name of the non-probationary teacher the Association claims should have been assigned, and

    2. The specific reasons for such a claim.

b. If the building principal accepts the Association's claim, the adjustment shall be made at a time mutually agreeable to the parties. If the building principal

does not accept the Association's claim, the Association may bring the claim to the Superintendent. If there is not a mutual resolution, then the non-probationary teacher may grieve placement and/or layoff/recall decisions to 12.33 of the Contract Enforcement procedure (Article 12).

6.3 Assignment Criteria. The following procedures shall be used:

a. Eligible teachers shall be assigned by the Employer on the basis of the following criteria. The order in which the following criteria are enumerated does not indicate that one criterion is necessarily more important than another.

1. Compliance with state and federal law, regulations, and standards
2. Credentials needed for the District, school, or program accreditation;
3. The contribution which the teacher could make to students in the new position.
4. The preference of the teacher for the assignment.
5. The qualifications of the teacher compared to the qualifications of other candidates, both for the position to be vacated and the position to be filled.
6. The opportunity for the professional growth of the teacher.
7. The teacher's experience and ability to relate to the particular age level and subject matter.
8. The teacher's number of years teaching in the grade level or subject area and the recency of relevant and comparable teaching assignments.
9. The benefits to be derived by the Employer in making the assignment.
10. The teacher's certification and qualifications to provide required services within the assignment.
11. The teacher shall not be assigned outside the scope of their certification and qualifications, as those terms are defined in Section 6.3 of this Article.
12. The teacher's training, including district-provided professional development, academic preparation, special training, etc.
13. Year-end performance evaluation ratings for the past five years.

14. Other reasoned explanation(s) for the placement decision based on evidence.

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

6.4 Teacher Certification.

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

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

c. Bargaining unit employees must file certificates, endorsements, and licenses, with the Board. The certification status of a teacher on file with the district shall be conclusive for all purposes under this Article.

6.5 Staff Adjustments. Layoffs and recalls of teachers shall be accomplished as herein set forth.

6.51 Determination. The Employer may reduce the number of teachers in a given service area, field or program, or to eliminate, consolidate or otherwise reduce in scope those positions or assignments. Reduction and recall decisions must be made based on Teacher effectiveness criteria as established in the Revised School Code 1249 and Section 6.3.

6.6 Layoff Procedures.

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

b. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Section 6.3 of this Article.

c. A probationary teacher rated at least effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a

non-probationary teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

d. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

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

    2. A laid off teacher must maintain current contact information (address, phone, and email address) with the Business office.

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

e. Teacher reductions and recalls are by formal Board action.

f. Before the Board authorizes a teacher reduction, the Superintendent or designee will provide notice of the recommended teacher reduction to the affected teacher and Association at least ten (10) calendar days before the Board meeting. The notice will be provided in person. If the impacted teacher or the Association is unable to receive the notice in person, the District may provide notice through registered mail or hand delivery which may be less than ten (10) calendar days before the Board meeting.

g. After the Board meeting to consider a teacher reduction, the Superintendent or designee will provide written notice of the Board's decision to each affected teacher and the Association. If the Board reduces teaching positions, the notice will be provided at least thirty (30) calendar days before the reduction is effective or as soon as possible if extenuating circumstances exist. The notice will be provided through registered mail or hand delivery.

h. A teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

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

j. Teacher reduction in force decisions will be implemented by the following:

    1. If one (1) or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who

are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of teacher(s) for reduction in force will be based on the factors set forth in Section 6.3 of this Article.

2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in Section 6.3 of this Article.

3. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received overall ratings of at least effective on that teacher's most recent past five year-end performance evaluations, that teacher shall be assigned to the vacant position consistent with Section 6.3 of this Article.

4. If more than one (1) teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Section 6.3 of this Article.

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

6.7 Recall Procedures

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

b. Before or in lieu of initiating the recall of a laid-off teacher, the Employer may reassign teacher to fill vacancies in accordance with Section 6.3 of this A1ticle.

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

First, recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated overall effective in the past five years of evaluations. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Section 6.3 of this Article; or

1. Second, post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests

would be served and no teacher on layoff meets the certification and qualification requirements of the position consistent with Section 6.3 of this Article.

d. A teacher is eligible for recall under this Article for 24 months from the date the District implemented the reduction in force.

e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time in which a teacher must accept recall to preserve the Teacher's employment rights. The teacher will have at least ten (10) calendar days to respond to the recall notice.

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

g. Upon recall and acceptance of the recall by the teacher, the teacher's previously earned sick/personal days and seniority shall be restored.

ARTICLE 7
COMPENSATION AND BENEFITS

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

a. A teacher will advance to the next step on the salary schedule upon completion of two (2) consecutive semesters with a performance rating of "effective" (or higher) on the lower salary schedule step and provided further that the teacher has also rendered professional services for more than sixty percent (60%) of the teacher work days in that school year. If a teacher is not evaluated, he/she shall be regarded as having an "effective" performance rating for purposes of this provision.

b. A teacher who has failed to render effective or highly effective professional services for a school year shall not be eligible to advance to the next salary step. The determination shall be made by the Board of Education and shall be subject to the Labor Management Contract Enforcement Procedure.

c. Recognition of academic advancement for purposes of salary schedule placement shall be made either at the beginning of the school year or on January 30 following the submission by a teacher of proper verification of such advancement.

7.2 Compensation Adjustment. The basic compensation and/or benefits of a teacher on the Salary Schedule may be subject to the adjustments set forth on Schedule "A". A bargaining unit member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently employed in the bargaining unit (at the same or greater FTE) shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

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

7.4 Mileage. A teacher may be required to use his/her motor vehicle to discharge his/her duties and if so required shall be reimbursed at the established IRS mileage rate in effect at the time of the usage for all distance traveled. Teachers shall submit claims for mileage reimbursement monthly. The Employer will not be obligated to pay late reimbursement claims. Travel schedules of itinerant staff are subject to administrative approval.

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

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

7.7 Graduate Credit. A teacher shall be entitled to receive reimbursement at a rate not to exceed $150.00 for each semester hour of graduate credit, or $100.00 per module leading to an endorsement equivalent to a master's or certified endorsement program, or the actual charge of the institution, whichever shall be less, for a maximum of twelve (12) semester hours per school year (i.e. July 1 - June 30) or eight (8) modules, provided the credit hours earned were:

a. In the teacher's major or minor field -or- in a program for an advanced degree in a subject matter approved by the Employer -or- taken toward completion of an additional teaching certificate endorsement where the additional endorsement would be of probable advantage to the District (undergraduate level credit may be approved under this option only by the Employer); and

b. Given by an institution approved by the Employer; and

c. Earned while an employee of the Employer; and

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

The right of a teacher to be reimbursed shall terminate if a written claim meeting the foregoing requirements is not filed within thirty (30) days following the completion of the course or the receipt of the course grade, whichever is later,

but in no event after the teacher has ceased to render professional services for the Employer.

Reimbursement for summer classes (i.e., those classes beginning after June 1) will be made by September 30. Teachers who resign or otherwise separate from the Employer and are not returning in the school year immediately following the summer classes shall not be eligible to receive tuition reimbursement for those classes, except if the teacher has been placed on layoff status by the Employer.

7.8 Transitional Services Stipend. Teachers who have completed twenty (20) or more years of teaching service at Gull Lake Community Schools and who submit a resignation by the deadlines specified below to take effect at the conclusion of that school year will be eligible to receive additional remuneration for transitional services. Teachers who have fifteen (15) or more years of teaching service at Gull Lake Community Schools and who also received salary schedule credit for five (5) or more years of outside teaching experience at the time of hire at Gull Lake Community Schools are also eligible to receive this stipend, according to the above conditions.

A teacher will be eligible to receive $3,000 for transitional services if he/she submits to his/her supervising administrator, not later than October 1, a proposed schedule of transitional duties of not less than sixty (60) work hours. The Employer will approve or disapprove the proposal by October 15. If the Employer approves the proposal, the teacher must submit his/her resignation by October 31. If the Employer does not approve the proposal, the parties have until October 31 to reach an agreement and consummate the teacher's resignation.

Alternatively, a teacher will be eligible to receive $1,500 for transitional services if he/she submits to his/her supervising administrator, not later than January 15, a proposed schedule of transitional duties of not less than thirty (30) work hours. The Employer will approve or disapprove the proposal by January 31. If the Employer approves the proposal, the teacher must submit his/her resignation by February 14. If the Employer does not approve the proposal, the parties have until February 14 to reach an agreement and consummate the teacher's resignation.

ARTICLE 8
AUTHORIZED ABSENCE

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

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

a. Sick leave may be used for:

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

2. Any communicable disease which would be hazardous to the health of students or other employees.

3. Physical examinations, medical, dental or other health treatment which cannot reasonably be scheduled outside of the regular work day.

4. The death of a member of the immediate family. Such leave shall be limited to the use of five (5) days per school year from sick leave.

   For the purpose of this provision, the term "immediate family" shall mean: any person who is a regular member of the household of the teacher; the teacher's spouse; or the father, mother, brother, sister, grandparent, or child of the teacher or of the teacher's spouse.

   A teacher will be eligible to use one (1) sick leave day per school year to attend the funeral service of a relative, colleague or friend not identified above as within the teacher's "immediate family." This leave can be taken in half-day increments.

5. The serious health condition of a member of the immediate family when and to the extent that the teacher's presence is needed to care for that individual. Such leave shall be limited to five (5) days per school year charged against the teacher's accumulated sick leave, for members of the "immediate family", as defined immediately above, with the exception of the teacher's child, spouse or parent. In the event that the teacher's child, spouse or parent has a serious health condition and the teacher's presence is needed to care for that individual, the teacher or the Board may elect to substitute the teacher's accumulated sick leave for each day of such absence to the extent of the teacher's eligibility for leave under the Family and Medical Leave Act for the latter purposes. Nothing in this provision shall require the Board to grant additional paid leave to a teacher, for any of the above purposes, beyond the sick leave that the teacher has accumulated.

b. Each teacher shall be credited at the beginning of the school year with ten (10) days sick leave with pay, which leave may accumulate to one hundred twenty-five (125) days and shall be used in one-half day or in one (1) day increments, unless the Employer shall otherwise agree. The above accumulation limit may be exceeded where a teacher at a maximum sick leave accumulation converts unused personal leave days to sick leave under the provisions of Article 8.2 (F) of this Agreement. The amount of unused leave shall be certified at least each twelve (12) months.

c. No payment for unused leave shall be made. If a teacher shall not complete the contract period, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date. Any such amounts shall be deducted from the teacher's wages or other amounts due the teacher at separation.

d. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by a teacher during such periods as the teacher is on a leave of absence (except as is otherwise permitted by the Family and Medical Leave Act), laid off, or otherwise not regularly providing services to the District.

e. For purposes of the Family and Medical Leave Act sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the election of *either* the Employer or the teacher. This shall apply to:

1. Sick leave which is utilized pursuant to ¶8.1 A(5) this Article to care for a family member (child, spouse or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.

2. Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.

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

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

a. Personal leave days shall not be used on teacher work days adjacent to winter or spring breaks or school holidays.

b. Each teacher shall be credited with two (2) personal leave days with pay, which days shall accumulate to three (3). At no time will a teacher have more than three (3) personal leave days available for use. No more than two (2) personal leave days may be used consecutively or in conjunction with any other paid

leave under this Agreement, except as otherwise approved by the Superintendent.

c. A request for leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours' notice, except in the case of an emergency.

d. The Employer shall not be required to grant leave on any one day to more than four percent (4%) of the teachers nor to more than two (2) teachers from any one (1) building.

e. A request for leave may be denied if:

1. The teacher has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.

2. The Employer is reasonably unable to obtain an adequate substitute for the teacher.

3. The number of teachers applying is in excess of the number provided in 8.2(D).

4. The request does not comply with the leave provisions.

f. Any personal leave that has not been used by a teacher by the end of the school year and which is not accumulated as personal leave under 8.2(B) above will be added to that teacher's accumulated sick leave days. This will allow the teacher's accumulated sick leave days to exceed the maximum accumulation specified in Section 8.1(B) of this Article for only those unused personal leave days that are converted to accumulated sick leave under this provision.

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

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

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

a. No more than three teachers in the District may be granted such a leave in one school year.

b. A teacher wishing sabbatical leave must prepare a request and submit an outline of plans to the Employer. The Employer shall reply to the request within 30 days following submission of the written proposal.

c. Salary during sabbatical leave shall be established by the Employer and be not more than 75% of an employee's contractual salary, provided that such sum shall not be in excess of any amount permitted by law. Any other salary or fees earned by the teacher as a direct benefit of the sabbatical leave or for work done in connection with or made possible with such leave, together with such sabbatical compensation provided by the Employer, shall not exceed the full amount of the salary the teacher would have received if on active staff status.

   In the event the teacher's combined income exceeds the salary he/she would have received under this Agreement had leave not been taken, then the compensation paid by the Employer under this provision shall be reduced by that entire excess amount.

d. Premiums for insurance benefits during sabbatical shall continue at Board expense on the same basis as the teacher would have enjoyed if on active staff status.

e. A teacher who takes a sabbatical leave further agrees to teach in Gull Lake Community Schools for two years following such leave or refund the salary received while on leave.

f. A teacher or non-teaching professional staff member shall be guaranteed the same or a comparable position upon return. Teachers shall be given credit on the salary and seniority schedule for the period of the sabbatical.

g. With the Board's permission, a teacher will have the opportunity to extend the sabbatical an additional year.

h. No teacher will be permitted more than one paid sabbatical.

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

Requests will be reviewed by the administration and may be approved if judged to be of value to the District. All other details will be subject to negotiation by the teacher, and representatives of the Employer and the Association.

8.43 Nothing in Section 8.41 above, pertaining to payment by the Employer of salary or benefits while a teacher is on sabbatical leave, shall apply to any sabbatical leaves which the Employer may be required to grant under Section 1525 of the Revised School Code,

its successor provision, or any other statute. Any such leaves shall be instead regulated by Section 8.42 pertaining to unpaid continuing education leave.

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

8.5 Special Leaves. The Employer may grant a leave of absence on its own motion, or upon the request of a teacher for reasons of mental or physical disability, child care, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. Such leaves will not exceed the school year (July 1 to June 30) for which the leave was requested and cannot exceed one school year or combine two school years. In determining whether to grant any such leave, the Employer shall consider:

a. The past performance of the teacher;

b. Staffing needs, the impact of the teacher's absence on the education program and other requirements of the Employer;

c. The length of service of the teacher and the probability that the teacher will return to the service of the Employer;

d. The purpose or purposes of the leave.

Leave may be with or without pay and if with pay, may be charged against current or accumulated sick leave as mutually agreed between the teacher and the Employer. In the event that a request for a leave is denied, the teacher shall have a right of written appeal to the Board through the Assistant Superintendent. Such an appeal shall be in writing with a copy to the Association.

8.6 Leave Administration.

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

8.62 Leave Agreements. Any leave for more than five (5) days shall be agreed to in writing by the Employer and the teacher, or the teacher's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement which extends for a period of more than sixty (60) days, shall include a requirement that the teacher

notify the Employer in writing prior to a specific time that the teacher intends to return. If the teacher fails to give such notice, the teacher shall be considered a voluntary quit.

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

ARTICLE 9
ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

a. The use of the school buildings at reasonable hours for meetings, provided, that when special custodial or other services are required, the Employer may make a reasonable charge therefor and provided, farther, that no such use shall interfere with the primary educational use of the facilities.

b. The use of teacher mailboxes, a designated bulletin board in each building, and the public address system for the purpose of giving notice of meetings, recreation, and social events, elections, the results of elections and related matters.

c. The use of school equipment, including duplicating equipment and audio-visual equipment, provided that it shall pay the reasonable cost of all materials and supplies used and that such use shall not interfere with its primary purpose.

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

a. It will not bar any teacher from membership because of age, race, creed, sex, marital status or national origin, and will permit every teacher to freely join or refrain from joining the Association.

b. It will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the United States or Michigan Constitution or by applicable federal or state law.

c. It will make every reasonable effort not to permit or allow the teachers or any state or national association to cause any slowdown, or deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Employer to accept any demands or adjust any grievances relating to wages, hours, or other terms and conditions of

employment. If the provisions of this section are willfully breached by the Association or by the KCEA, it agrees to pay the Employer actual damages.

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

9.3 Association Leave. The Association shall have a total of fifteen (15) paid leave days per school year for conducting Association business. When negotiating a successor agreement, the Association will be allocated five (5) additional days. The Association will reimburse the Employer for the cost of substitutes replacing bargaining unit members utilizing these additional days.

Notice of intent to utilize this leave shall be given by the Association President to the Superintendent not less than one (1) school day prior to taking of leave.

ARTICLE 10
TEACHER RIGHTS AND RESPONSIBILITIES

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

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

a. Office equipment for preparation of necessary instructional materials;

b. A desk or lockable storage space, a private workroom in each building equipped with a closet for apparel and telephone facilities.

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

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

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

10.15 Student Discipline. Subject to applicable laws and regulations.

a. A teacher shall have the right to use physical force in conformance with Section 1307 (restraint and seclusion), 1307a-h (restraint and seclusion), and 1312 (corporal punishment) of the Revised School Code (or its successor provision) and the Employer's policies.

b. Any physical assault on a teacher in the discharge of the teacher's duties shall be promptly reported by the teacher to the Employer.

c. A teacher has the right to receive reasonable support and assistance in maintaining control and discipline of students on the school premises.

d. If it appears that a student requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Employer will take reasonable steps which are not in violation of any rights of the student to assist the teacher with the successful management of that student.

e. The Employer shall adopt a policy setting forth guidelines for the suspension or expulsion of students.

f. If a bargaining unit employee, while acting consistent with Board policies and the law (as reasonably determined by the Board) in the scope of their duties, is accused of assault and/or battery the District shall provide legal assistance to the bargaining unit employee in his/her defense and as provided under its insurance policy.

g. Employees who have experienced property loss or damage as a result of an assault by a student on the employee while the employee is on duty, acting within the scope of his or her employment, and acting in compliance with District policy, administrative guidelines, or rules, shall report the property loss or damage to the building principal. The District and the employee will discuss the reimbursement of lost or damaged property.

10.16 Teacher and Non-Teaching Professional Staff Member Discipline.

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

b. **Definition.** Discipline is defined as written warnings, written reprimands, suspension without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, or dereliction of duties.

Nonrenewal of a probationary teacher's contract in accordance with the Teachers' Tenure Act is not considered discipline.

c. **Representation.** During a meeting that could result in disciplinary action, a bargaining unit employee is entitled to have association representation upon their request. When a request for such representation is made, the employee may have their choice of representation. The meeting shall not be delayed more than 48 hours due to a delay in obtaining representation unless the administration approves the delay. In the event that a requested representative is not available, a building representative will participate.

d. **Procedure.** Teachers may be subject to discipline or discharge for a reason that is not arbitrary or capricious. The District will implement discipline that is proportionate to the seriousness of the misconduct and provides the employee notice of the allegations and an opportunity to respond. A disciplinary decision must be supported by a preponderance of the evidence. Discipline will have a rational relationship to the established misconduct or inappropriate behavior. The parties agree to follow progressive discipline based on the severity and/or frequency of the infraction. Progressive discipline will consist of an oral warning, verbal warning (with written documentation), written warning with corrective steps, suspension without pay, and discharge. The District reserves the right to accelerate the steps in progressive discipline on a case-by-case basis based on the severity of the offense.

e. **Personnel File:**

1. Bargaining unit employees shall have an opportunity to periodically review, at reasonable intervals, their personnel file for examination in the presence of the administrator or his/her designee. A representative of the Association may be requested by the staff member to accompany the employee in such review.

2. Employees shall have the right to insert a rebuttal to any item placed in their personnel file and it shall be attached to the item rebutted. The statement shall not exceed 5 sheets of 8-1/2-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file.

3. Written Complaints against Employees:

   i. The District may, in its discretion, investigate written complaints submitted against a bargaining unit employee. If the matter is investigated, the employee will receive notice of the allegations against them and an opportunity to respond to the allegations.

   ii. Letters of complaint sent to the Board shall be forwarded to the Superintendent.

10.17 Probationary.

a. A probationary teacher may appeal disciplinary action to 12.33 of the Contract Enforcement procedure (Article 12).

b. A recommendation to terminate or non renew a probationary teacher will be brought to the Board and the teacher may request an opportunity to be heard. The Board's action is not subject to the grievance procedure.

10.18 Non-Probationary Teacher.

a. A non-probationary teacher may appeal disciplinary action consisting of a written reprimand up to a 4-day unpaid suspension to 12.33 of the Contract Enforcement Procedure (Article 12).

b. A non-probationary teacher may appeal disciplinary action consisting of 5-day unpaid suspension or more to 12.34 of the Contract Enforcement Procedure (Article 12) provided the parties have participated in mediation with a mutually agreed upon mediator at least 90 days before the arbitration is scheduled.

ARTICLE 11
PROFESSIONAL GROWTH AND PERFORMANCE

11.1 Professional Standards and Sanctions.

11.11 Professional Standards. The parties recognize that it is not desirable to interfere with the private and personal conduct of a teacher and non-teaching professional staff member except when such conduct may adversely affect the performance of a teacher and non-teaching professional staff member or shall interfere with the proper conduct of the educational program. The parties further recognize that the failure of any teacher and non-teaching professional staff member to adequately discharge his/her professional responsibilities places an unfair burden on other members of the professional staff, detracts from the delivery of educational and related services to students, and makes more difficult the achievement of the educational goals of the District. Although the parties acknowledge the difficulty of completely and precisely defining the professional responsibilities of each teacher and non-teaching professional staff member, it is recognized that the responsibilities include the following:

11.111 General Competence. A teacher and non-teaching professional staff member shall maintain such levels of professional competence as may be required to successfully discharge their professional responsibilities which are within the scope of their certification and qualifications.

It is understood that competency standards are intended to apply to job performance and are not applicable to misconduct situations of a disciplinary nature, the standards for which are addressed separately in Article 10.16 of this Agreement. Performance issues related to the teacher and non-teaching professional staff member's mental and/or physical ability will be handled in accordance with Article 15.3 of this Agreement.

11.112 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of plans, aids or such other materials as may be necessary for the planning, preparation, and delivery of services by the teacher and non-teaching professional staff member or as may be required in his/her absence.

11.113 Performance of Professional Assignments. A teacher and non-teaching professional staff member can measure his/her success by the progress of each student toward the realization of his/her potential as a worthy and effective citizen and as an accomplished learner. It is therefore the responsibility of a teacher and non-teaching professional staff member 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 and non teaching professional staff member:

i. 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 and non teaching professional staff member bears responsibility.

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

iii. Shall refrain from engaging in outside activities which materially interfere with the performance of his/her professional assignments.

iv. Shall be present and prepared to perform professional assignments at the established time and place, except as the reason for such tardiness or absence could not have reasonably been anticipated or avoided, and shall promptly advise the Employer of tardiness or absence in accordance with such notification procedure as may be from time to time established by the Employer.

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

11.114 Conferences. A teacher/non-teaching professional staff member shall be reasonably available for consultation with students, parents, members of the professional staff and others.

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

11.116 Rules and Regulations. Teachers/non-teaching professional staff members shall be responsible for the enforcement of the rules and regulations of the District as part of their professional duties. A teacher/non-teaching professional staff member 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.

11.117 Safety of Students. A teacher/non-teaching professional staff member shall make every reasonable effort to protect students from conditions harmful to learning, health, or safety. For such purpose, a teacher/non-teaching professional staff member shall promptly notify the administration of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property.

11.118 False Official Statements. A teacher/non-teaching professional staff member shall not knowingly withhold or misrepresent material information concerning the teacher's/non-teaching professional staff member's professional qualifications, the discharge of the teacher's/non-teaching professional staff member's professional duties, or the eligibility of the teacher/non-teaching professional staff member to receive any benefits from the Employer.

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

11.12 Sanctions. It is recognized that to some extent each teacher/non-teaching professional staff member must determine within his/her own conscience the extent to which his/her actions should rise above minimum standards. However, because the failure of a teacher/ non-teaching professional staff member to maintain adequate professional standards violates his/her obligations to the students, places an unfair burden on other members of the professional staff, makes more difficult the achievement of the educational goals of the District and constitutes a breach of a teacher's/non-teaching professional staff member's ethical and contractual obligations, the Employer has an obligation to take appropriate corrective action following the process laid out in Section 10.16.

The Employer, in recognition of the concept of remediation and correction of deficient job performance, shall in appropriate cases (i.e. those cases involving questions of competency in distinction to situations involving misconduct), notify the teacher/non-teaching professional staff member in writing of alleged delinquencies, specify expected correction, and establish a reasonable period for correction. Any teacher/non-teaching professional staff member who believes that he/she has been subject to a reprimand or disciplinary action issued in violation of this Agreement may file a grievance in accordance with the procedure herein set forth, except that such grievance procedure shall not apply to the failure of the Employer to rehire a probationary teacher or non-teaching professional staff member.

11.2 Performance of Non-Teaching Professional Staff Members.

11.21 Evaluation. The Employer shall be responsible for the evaluation of each non-teaching professional staff member in the performance of his/her professional duties. Formal evaluations shall conform to the following guidelines:

11.211 Evaluation Objectives. The primary purposes of evaluation shall be to improve the effectiveness of a non-teaching professional staff member in the performance of his/her professional duties, to remediate deficient performance, and to provide a basis for making employment decisions which are predicated upon a non-teaching professional staff member's competency and proficiency.

11.212 Criteria. Any change in criteria for a formal evaluation shall be furnished to a non-teaching professional staff member within thirty (30) days from the beginning of the trimester or semester (as is applicable) in which the evaluation is to be made or the beginning of employment, whichever shall last occur.

11.213 Evaluation Procedure. Each formal evaluation shall be in writing and shall incorporate a minimum of two (2) work-site observations of at least twenty (20) consecutive minutes per observation, conducted with the full knowledge of the non-teaching professional staff member. Observation of probationary non-teaching professional staff members shall be at least thirty (30) consecutive minutes.

No formal work-site observation will be scheduled on the day before parent-teacher conferences or on the day before winter or spring break.

A post-observation conference shall be held within ten (10) days after the second formal observation supporting an evaluation for probationary non-teaching professional staff members, for other non-teaching professional staff members who are on an Individualized Development Plan (IDP), and for other non-teaching professional staff members (i.e., not on an IDP) when requested by either the non-teaching professional staff members or evaluator. The non-teaching professional staff member shall have the right to have an Association representative present.

A copy of the evaluation resulting from the observations shall be given to the non-teaching professional staff member within ten (10) days after the final

observation supporting an evaluation. The evaluation form shall accurately identify the dates of the observations.

If the work of the non-teaching professional staff member is not "effective", the evaluator shall identify the deficiencies and identify specific improvement objectives. This shall include, but shall not be limited to, implementation and revision of Individualized Development Plans.

If the non-teaching professional staff member disagrees with the observations, recommendations, or evaluation, the non-teaching professional staff member shall submit within ten (10) days a written reply which shall be attached to the evaluation and be placed in his/her personnel file.

11.214 Evaluation Frequency. A non-teaching professional staff member employed for the full school year shall be evaluated at least annually. Where a probationary non-teaching professional staff member begins employment after the commencement of the school year, appropriate adjustment will be made in the evaluation cycle.

11.215 Re-evaluation. If a non-teaching professional staff member who has been rated "ineffective" on an evaluation disagrees with such evaluation, he/she shall have the right to have a re-evaluation if such re-evaluation is requested within five (5) days from the receipt of the final formal evaluation. The non-teaching professional staff member shall state in writing the specific reasons for the request for re-evaluation.

11.216 Program of Assistance/Individualized Development Plans. All probationary non-teaching professional staff members shall be issued an Individualized Development Plan. The IDP shall be revised, as is necessary, if the performance of the probationary non-teaching professional staff member is not rated "effective" or higher. A non-probationary non-teaching professional staff member shall be placed on an Individualized Development Plan if the Employer determines that the performance of the non-probationary non-teaching professional staff member is "minimally effective" or "ineffective".

An Individualized Development Plan shall contain at least the following:

i. Identification of the areas requiring professional growth or adjustment;

ii. Performance goals, specific suggestions for improvement; and

iii. Provisions for periodic review of the teacher's progress.

An Individualized Development Plan for a non-probationary non-teaching professional staff member shall normally have a duration of not less than sixty (60) days but will not exceed 180 days. The IDP for a non-probationary non-teaching

professional staff member may be extended by mutual agreement or a new program may be initiated. The Employer may provide that a non-probationary non-teaching professional staff member shall not be entitled to receive any increase in compensation until he/she has satisfactorily completed the IDP, provided that a non-probationary non-teaching professional staff member shall have the right to a hearing before the Board of Education prior to the making of any such compensation adjustment, if he/she requests such hearing in writing.

The Association agrees to encourage qualified teachers who could contribute to the success of a program of assistance to provide reasonable assistance.

11.3 Evaluation and Performance of Teachers.

11.31 Evaluation. The Employer shall be responsible for the evaluation of each teacher in the performance of his/her professional duties. The primary purposes of an evaluation shall be to improve the effectiveness of a teacher in the performance of his/her professional duties, to remediate deficient performance, and to provide a basis for making employment decisions which are predicated upon a teacher's competency and proficiency.

11.311 Evaluations shall conform to the following guidelines.

i. A teacher may request union representation present during evaluation meetings. If the teacher disagrees with the observations, recommendations, or evaluation, the teacher shall submit within ten (10) days a written reply which shall be attached to the evaluation and be placed in his/her personnel file.

ii. A teacher's evaluator will be the administrator who develops the teacher's performance goals, unless extenuating circumstances require a change in the evaluator. If the evaluator is changed during the school year, the District will inform the teacher.

iii. A mutually agreed upon evaluation tool that incorporates components required by law as set forth in this Article, including:

1. Locally agreed-on student growth and assessment data, as defined by Revised School Code Section 1249; and

2. The teacher's performance as reflected in the evaluation tool.

iv. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:

1. All probationary teachers;

2. Teachers rated developing, needs support; or

3. When continued performance deficiencies are noted through classroom observation(s).

11.312 Evaluation Procedure.

i. A minimum of one (1) formal classroom observation of at least twenty (20) minutes for non-probationary teachers. A minimum of two (2) formal classroom observations of at least thirty (30) minutes for probationary teachers or a teacher with an IDP. No formal classroom observation will be scheduled on the day before winter or spring break.

ii. A minimum of two (2) informal classroom observations not less than fifteen (15) minutes for each teacher throughout the school year. The first informal observation for a first year probationary teacher will be scheduled.

iii. Observations will include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement. Formal observations will include a post-observation meeting. Teachers will receive written observation feedback within fifteen (15) school days.

iv. A teacher or the District may request an observation conducted by a second observer who is trained on the evaluation tool and not assigned to the same building. The parties prefer that a central office administrator perform the second observation, unless extenuating circumstances make the administrator unavailable.

v. A mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

vi. A year-end performance evaluation effectiveness rating, of effective, developing, or needing suppot1.

vii. Non-probationary teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated biennially, but if the teacher is not rated as effective on one of the biennial year-end evaluations, the teacher must receive year-end evaluations. If a performance deficiency is noted during the biennial cycle, the evaluator will discuss the performance deficiency with the teacher. If the performance deficiency continues, the

evaluator may place the teacher on an IDP. If a teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent or designee may choose to move the teacher to annual evaluations. The administration may conduct formal or informal observations in a non-evaluation year.

viii. A mentor for teachers rated developing or needing suppo1t or for teachers as required by law.

11.313 Re-review: Opportunity for a non-probationary teacher rated needing support or developing on a year-end evaluation to request a review consistent with Revised School Code Section 1249. If the following language in Revised School Code Section 1249 is repealed, this language is not enforceable.

i. The non-probationary teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within fifteen (15) calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within fifteen (15) calendar days after the meeting.

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

iii. The request must be submitted in writing within fifteen (15) calendar days after the teacher receives the written response from the superintendent.

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

v. A non-probationary teacher who receives two (2) consecutive ratings of "needing support" or "developing" may demand to use the Contract Enforcement procedure as outlined in Article 12.

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

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

viii. Except as provided in this section, 11.311, a teacher may grieve the evaluation process, including observation(s), the IDP, the mid-year performance review, or the assigned rating, up to 12.33 of the Contract Enforcement process (Article 12).

11.314 Evaluation Tool

i. A tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations.

ii. Website posting of required information for the evaluation tool.

iii. Training on the evaluation tool for teachers and evaluators as required by law.

iv. The District and Association will work collaboratively regarding the evaluation tool and the student growth and assessment metric being used to assess educator performance.

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

a. A teacher shall have the right to review the contents of his/her personnel file upon reasonable prior request. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of an administrator responsible for the safekeeping of the file. Materials excluded from the definition of a "personnel record" as set forth in Section 1 of the Bullard-Plawecki Employee Right to Know Act shall not be subject to review.

b. After the date of employment, a teacher shall be given prompt written notice of the intention to insert any materials in his/her personnel file which adversely reflect on the character of the teacher's professional services. Within ten (10) days following notification of the Employer's intention to insert such material

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

11.5 Mentor Teachers.

11.51 A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor under Section 1525 of the Revised School Code. The purpose of the Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information and a voice of experience and insight.

11.52 A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support. The Mentor Teacher will not be responsible for evaluation of the mentee.

11.53 The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee.

Nothing in this Agreement shall be interpreted or applied to indicate that the assignment of mentor teachers is exclusively work within the bargaining unit represented by the Association. Qualified bargaining unit members will have priority for allocation of this work.

11.55 The Mentor Teacher assignment shall be for one (I) school year subject to renewal upon agreement the Mentor Teacher, the mentee and administration. The match will be reviewed by January 30 annually.

11.56 The District shall make reasonable efforts to assign mentees to mentors in his or her department or grade level. The Mentor Teacher will receive as compensation of his/her extra duties and responsibilities the following amounts:

Mentoring Year 1 $425

Mentoring Year 2 $325

Mentoring Year 3 $225

11.57 Assignment as a Mentor Teacher will be voluntary and will be regarded as an extra duty position.

11.58 Upon joint request of the Mentor Teacher and the mentee, the building administrator may approve released time for purposes of the Mentor Teacher visiting the classroom of the mentee or for the mentee visiting the classroom of the mentor.

11.59 The District shall issue a job description for Mentors. The Association will be consulted by the administration in the revision of this job description.

11.6 Compensation Based on Job Performance and Job Accomplishments for Non-Teaching Professional Staff Members.

11.61 Purpose. The primary focus of the performance compensation system of the Gull Lake Community Schools is for the enhancement of student growth and learning. The objective of excellence in educational services and the resulting product is furthered by recognition of accomplishments, activities and the attainment of standards identified herein.

11.611 Participation. All non-teaching professional staff members are subject to the performance compensation system.

11.612 Monitoring. Each non-teaching professional staff member will be responsible for submitting to his/her building administrator, by May 15 annually, an enumeration of the activities that he/she believes qualify toward attainment of the performance stipend for that school year. This shall include verification substantiating that the activities have been completed. All activities identified in Section 10.513 are subject to review and pre-approval by the administration.

The building administrator shall be responsible for submitting to the non-teaching professional staff member, by the final work day annually, a statement indicating the total points attained by that individual for that school year and whether or not he/she has attained a sufficient number of points during that school year to qualify for the performance stipend.

11.613 Eligibility for Performance Enhancement Pay. In order to qualify for the performance enhancement pay, the teacher must earn not less than twelve (12) points during a school year (September 1-May 15). Points may be earned as follows:

i. Articulated Design (3 pts)

As a grade level or department, meet regularly to assure written curriculum in a content area is vertically and horizontally aligned. across grades in the teacher's building. A District provided curriculum map will be presented as an artifact.

ii. Reflection and Refinement (3 pts)

Meeting with other teachers on a regular basis to examine best instructional practices through use of administratively approved professional materials and then sharing the practice with building level colleagues.

iii. Meets Student Needs (5 pts)

Conduct a weekly before or after school tutoring session for student(s) for a minimum of 20 minutes, one time per week for at least twelve or any time equivalent (12) weeks.

iv. Coaching & Facilitating (3 pts)

Lead professional development for a Professional Learning Community building or district team on best-practices of teaching for learning, or any meeting that is not compensated through Schedule B.

v. Communication (4 pts)

Make phone calls or send positive postcards to parents/families of students in your classroom to share a positive attribute/contribution they have made to the class. (Minimum of 12 per trimester)

vi. Collaboration (2 pts)

Work with another teacher and collaborate at least one activity per trimester where students connect with other students on a curricular activity.

vii. Student-Centered (1 pt)

Write a letter or note of reference or recommendation for a student to receive a particular award, scholarship, school recognition or to have in their file, and send a copy to the parent. *OR* Assist a student with a college application. 1 point each up to 4 maximum.

viii. Results Driven (5 pts)

Observe a teacher two times per trimester (minimum 20 min. per visit) in their classroom setting. Provide feedback regarding application of learning and a teaching practice you have in common. Meet/discuss for shared improvement after each observation (for professional growth, not for evaluative purposes).

ix. Methods (5 pts)

Publishing a newsletter to parents/families of a teacher's students not less than monthly for the entire school year.

x. Extended Learning Opportunities

Conducting an evening event (other than during scheduled parent/teacher conferences or open houses) where parents are

invited to the teacher's classroom to learn about, and become involved in, curricular and instructional activities in school. (3 pts)

Club not paid under schedule B where teacher is not compensated and meets a total of 6 times during the year or more. Must be outside the hours of the teacher's regularly scheduled work day. (5 pts)

xi. Business Community (3 pts)

Help students select a Community Service Project (such as Earth Day) to participate in twice during the school year, where the students will: clean up at a local park; paint, make crafts for hospice or nursing homes, military, etc.; write books/cards/letters for nursing homes, hospice, military, etc.; or participate in recycling projects. Other community service projects may be eligible, as agreed upon by teacher and administration. This can be done by grade level, department, as part of a special group, or as a whole class.

xii. Educational Institutions (4pts)

Collaborate with local governmental agencies and non-profit/educational institutions that offer educational programs and lead the implementation of a program that supports school improvement or curricular goals (e.g. DNR programs, fire safety, etc.) and/or to supplement and extend learning opportunities for students. Grant writing and successfully receiving grants that would monetarily be the equivalent of $500 or more.

xiii. Data-Driven Decision Making (3 pts)

Using two or three data sources, share analysis with Professional Learning Community, grade level, department or building teams for use in making decisions and determine actions at the classroom and student level for improvement.

11.614 Annual Performance Enhancement Pay. A bargaining unit member who qualifies for performance enhancement pay shall receive $50 to be remitted not later than the first payroll in July immediately following the conclusion of the school year in which the teacher was eligible to receive the stipend.

The above point allocation and stipends will be prorated for part-time teachers and teachers with a partial year of service.

ARTICLE 12

LABOR-MANAGEMENT CONTRACT ENFORCEMENT PROCEDURE

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

12.2 Definitions.

a. "Claim": a claim is an allegation by the claimant that a specific provision(s) of this Agreement has been violated.

b. "Claimant": means the bargaining unit member filing the claim. The claimant shall have the right to personally attend each conference or hearing and if he or she requests, have an authorized representative, designated by the Association, present.

c. "Event": the event means that act or omission which the claimant alleges violates one or more provisions of this Agreement.

12.3 Hearing Levels.

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

12.32 Written Claim. If the claim is not satisfactorily resolved at the informal adjustment conference, the claimant shall have ten (I 0) days after the conclusion of the informal conference within which to file a written claim with his/her immediate supervisor. The claim shall include:

a. An identification of the claimant(s);

b. The facts upon which the claim is based;

c. The applicable portion(s) of the Agreement allegedly violated;

d. The specific relief requested;

e. The date of the claim; and

f. The signature of the claimant.

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

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

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

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

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

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

b. Once the hearing officer is selected, the hearing will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association, provided that:

    1. The hearing officer shall not have the authority to vary the terms of the Agreement.

    2. The hearing officer shall render his/her written decision within thirty (30) days from the conclusion of the hearing.

    3. The parties may agree to an expedited hearing by mutual consent.

c. Either party shall have the right, within fifteen (15) days from the receipt of the decision of the hearing officer, to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that

if application is not made within such time, the decision of the hearing officer shall be binding.

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

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

a. A claim by any teacher who desires to assert his/her legal right to present such claim directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at any such adjustment.

b. The failure to re-employ a probationary teacher at the expiration of the teacher's individual contract of employment.

c. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.

d. Any provision of this Agreement which contains an express exclusion from this procedure or any matter involving a prohibited subject of bargaining under the Public Employment Relations Act.

12.4 General Provisions.

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

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

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

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

ARTICLE 13
NEGOTIATIONS

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

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

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

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

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

ARTICLE 14
DEFINITIONS AND INTERPRETATIONS

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

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

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

14.121 Non-teaching professional staff member. "Non-teaching professional staff member" shall refer to a member of the bargaining unit that does not come within the coverage of the Teachers' Tenure Act (e.g. Social Worker, licensed Counselor, non-teaching certificated Speech Language Pathologist). A non-teaching professional staff member shall be regarded as on "probationary" status, during the first five (5) full school years of his/her employment with the Employer. Nothing in this provision shall be interpreted or applied to confer any tenure rights or status, either substantive or procedural, under the Teachers' Tenure Act, upon any bargaining unit member.

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

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

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

14.4 Interpretation. The Employer has the final responsibility for the direction and control of all aspects of the affairs of the school district and this Agreement shall be so applied and interpreted. Neither party shall do anything which is directly or indirectly contrary to the terms of this Agreement.

Whenever possible, each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 15
MISCELLANEOUS PROVISIONS

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

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

15.3 Medical Examinations.

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

1. To determine whether the teacher can properly discharge the essential functions of their position, with or without reasonable accommodation (in the event of a disability covered by applicable state and federal law)

2. To determine the likelihood of harm to the health of students or other persons;

3. To verify a teacher's eligibility for leave taken under the Family and Medical Leave Act or for leave taken under this Agreement.

4. To determine whether the teacher is eligible to return from an FMLA leave or other leave under this Agreement and can perform the essential functions of the teacher's professional duties.

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

15.4 Non-Discrimination. Each party agrees that it will not discriminate against any teacher by reason of the participation or non-participation of a teacher in the Association, the

institution of any grievance or because of the age, race, creed, sex, gender, gender identity, sexual orientation, pregnancy, marital status, or religion of any such teacher.

15.5 Scope. This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the written agreement of the parties.

15.6 Distribution. This Agreement shall be posted on the District's website and copies of this Agreement shall be duplicated at the expense of the Board of Education, unless the Agreement is not ratified, and given to each teacher and administrator upon request.

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

A. The provisions in this Article shall apply to all School Improvement Plans as provided for in Section 1277 of the Revised School Code, M.C.L. 380.1277, or its successor provision.

B. School Improvement Plans should be consistent with the collective bargaining agreement. In the event that any provision(s) of a School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, representatives of the Board and the Association shall meet to consider mutually agreeable alternatives, such as possible waiver of the conflicting provision for a specified or indefinite period of time. In the event the parties can not agree on a mutually satisfactory solution, the collective bargaining agreement shall prevail.

C. Participation in school improvement programs may be required by the Board within the 40 hour work week. For hours approved by the Employer beyond the 40 hour work week, compensation will be paid at a rate of $13.00 per hour.

15.8 Drug Prevention Program.

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

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

15.83 Disciplinary Action. Disciplinary actions against non-teaching professional staff members will be taken in accordance with Article 11 and Article 9.16 and Article 10.12 of this Collective Bargaining Agreement.

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

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

15.86 Compliance. Compliance with the standards of conduct by employees is mandatory.

15.9 Emergency Manager. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

15.10 Building Safety Issues. Student and employee safety remains a top priority. If equipment failure, air quality problems or disrepair in school facilities become concerns, all employees are expected to bring those problems to the immediate attention of administration. The administration will investigate the complaint and, within thirty (30) days, provide a written response to the employee and Association President regarding the outcome of the investigation and any resulting plan of action.

ARTICLE 16
DURATION OF AGREEMENT

Term. This Agreement shall become effective upon ratification by the Employer and the Association and shall continue in effect until June 30, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of May 8, 2026.

KALAMAZOO COUNTY EDUCATION ASSOCIATION

By: Lisa R. Vachar
Its: President & Lead Bargainer

By:_____

Its: _____

By:_____

Its: _____

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

By:_____
Its: President, Board of Education

SCHEDULE A

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

Section 1. Basic Salary Computation.

A. Basic Compensation Schedule:

A. 2025-26 School Year:: 6% increase to the 2024-25 salary schedule; step advancements for eligible employees (already provided). Wage increases will be paid retroactively. Teachers hired mid-year will receive the wage increase on a prorated basis based on their first day of service. Employees who resigned or retired during the 2025-26 school year before the date of this tentative agreement are not eligible for retroactive wages.

B. 2026-27 School Year: 4% increase to the 2025-26 salary schedule; step advancements for eligible employees.

C. Teachers will be placed on the BA+18, MA, MA+15, or MA+30/EdS salary columns only if the advanced training is in the area of the teacher's certification or if, in the opinion of the Employer, the advanced training is of special value to the individual's teaching responsibilities. For placement on the BA+18 column, a teacher must have earned a professional education or continuing certificate.

The semester hours must be earned subsequent to receipt of the degree designated on the column. No bargaining unit member shall have their salary column placement (as of 2007-2008) reduced as a result of the amendments added to this provision in the 2008-2010 Agreement.

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

1. The teacher shall receive not less than the teacher's regular salary divided by 1417.5 for each hour they are required to provide professional duties.

2. The teacher will receive planning time equal to the time the teacher sacrificed by serving as a substitute. This planning time must be provided within one week of the teacher being used as a substitute or Option 1 must be used to compensate the teacher.

Section 2. Compensation Adjustments

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

1. Elementary part-time teachers shall be paid not less than the regular teacher's salary divided by 1417.5 for each hour they are regularly required to be at school to perform their professional duties provided that such teachers shall not be deemed

to be hourly employees by virtue of this provision. An overload assignment which eliminates a teacher's planning period shall be paid at the same hourly rate.

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

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

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

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

Section 3. Hospital, Medical and Dental Insurance.

A. **Benefit Plan.** Subject to the provisions hereinafter set forth, each teacher shall have the right to select Plan "A", Plan "B", Plan "C", Plan "D" or Plan "E" effective January 1, 2024.

Insurance plan changes are effective on the date on which both parties have ratified the successor contract to the Collective Bargaining Agreement. The Employer's monthly contribution for medical benefit plan costs for health insurance:

$641.90 per month for Single Subscribers
$1,342.42 per month for Two Person
$1,750.65 per month for Family Subscribers

Effective January 1 each year, the above Employer's medical benefit plan cost contribution amounts will be annually adjusted to the maximum amount permitted under Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152) unless a successor agreement is not ratified and benefit levels are frozen under PA 54.

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

Teachers shall be responsible for all medical benefit plan costs in excess of the Board's contribution, as designated above.

All teacher medical benefit plan cost contributions will be payroll deducted and, at the teacher's option, will be processed through the District's Section 125 Plan.

Plan "A":

MESSA Choices	Saver RX Mandatory Mail prescription co-pay $500/$1000 in-network deductible $20 office visit co-pay; $25 urgent care co-pay; $50 emergency room co-pay $2,500/$5,000 total out of pocket max
Long Term Disability	66 2/3% $5,000 maximum 100 calendar days - modified fill Freeze on offsets Alcohol/Drug - 2 year Mental/Nervous - 2 year
Delta Dental	E 007 (80/80/80: $1,300) With sealants and 2 cleanings per year
Negotiated Life	$100,000 AD&D
Vision	VSP-2

Plan "B":

MESSA ABC Plan 1	MESSA ABC Rx HSA Mandatoly Mail Prescription co-pay $1,500/$3,000 in network deductible $2,500/$5,000 total out of pocket max
Long Term Disability	66 2/3% $5,000 maximum 100 calendar days - modified fill Freeze on offsets Alcohol/Drug - 2 year Mental/Nervous - 2 year
Delta Dental	E 007 (80/80/80: $1,300) With sealants and 2 cleanings per year

Negotiated Life	$100,000 AD&D VSP-2
Vision	VSP-2
Plan "C"	
MESSA ABC Plan 2	3-Tier TX HAS Mandatory Mail Prescription co-pay $2,000/$4,000 in network deductible $4,000/$7,500 total out of pocket max
Long Term Disability	66 2/3% $5,000 maximum 1 00 calendar days - modified fill Freeze on offsets Alcohol/Drug - 2 year Mental/Nervous - 2 year
Delta Dental	E 007 (80/80/80: $1,300) With sealants and 2 cleanings per year
Negotiated Life	$100,000 AD&D
Vision	VSP-2
Plan "D"	
Essentials by MESSA	Essentials by MESSA Prescription co-pay $375/$750 in-network deductible $9,100/$18,200 total out of pocket max $25 office visit per copay; $50 urgent care copay; $200 emergency room copay
Long Term Disability	66 2/3% $5,000 maximum 100 calendar days - modified fill Freeze on offsets Alcohol/Drug - 2 year Mental/Nervous - 2 year
Delta Dental	E 007 (80/80/80: $1,300) With sealants and 2 cleanings per year
	$100,000 AD&D

Vision	VSP-2

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with BSA eligibility is increased beyond the current deductible level in MESSA ABC Plans 1 or 2, the deductible will automatically adjust to meet the federal minimum requirement.

Long Term Disability, Dental, Negotiated Life, and Vision benefits described above shall be fully employer (board) paid.

It is acknowledged that the monthly amount contributed by the Board for medical benefit plan costs will be as established above [in Section 3(A) of Schedule A] for Plan A for each enrollment category. The Board's monthly contribution shall first be allocated to the medical benefit plan costs for the health insurance product with any remaining amount (i.e. the difference between the Board's designated monthly contribution and the above monthly amount allocated to the medical benefit plan costs for the health insurance product) then allocated toward funding of the HSA deductible.

Example: The Board's monthly contribution for a single subscriber is $541.71. The Board would first allocate its medical benefit plan cost contribution each month to fund the health product premium, with the remaining amount of the Board's contribution (if any) allocated to the HSA deductible.

Plan "E": For employees not electing medical insurance

Delta Dental	Auto+ 008 (100: 90/90/90: $1,500) With sealants and 2 cleanings per year
Vision	VSP-3
Negotiated Life	$50,000 AD&D
Long Tenn Disability	66 2/3% Same as above
Cash Option	$3,500/ year.

Cash in lieu of benefits is only available to eligible unit members who voluntarily and in writing opt out of health benefits coverage offered under Plans A-D and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

B. **Contributions/Adjustments.**

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

   a. If a teacher provides professional services from September 1 to August 31 (the full contractual school year), the obligation shall terminate August 31st unless the teacher retires, accepts employment from another employer providing immediate insurance coverage, or enters into an agreement forfeiting insurance with the District; and

   b. A teacher voluntarily resigns before the last teacher work day of the school year shall repay to the Employer any unearned portion of the premiums so contributed. Any repayment required by this provision shall repay pro rata any unearned promotion based on the number of days worked.

2. A teacher paid a cash payment under Plan "E" who leaves before the last teacher workday of the school year shall repay pro rata any unearned portion based on the number of days worked.

3. Any unearned amounts under this provision will be deducted from the teacher's unpaid wages or any other severance payments due the teacher.

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

D. The Employer and the Association will establish a committee to explore initiatives and programs related to employee wellness. The Employer agrees to fund up to $5,000 annually for jointly approved programs relating to educating employees in the areas of fitness and wellness.

Schedule A-1

2025-2026

BA	Step	Amount
BA	1	$ 43,036
BA	2	$ 44,706
BA	3	$ 46,693
BA	4	$ 47,686
BA	5	$ 49,673
BA	6	$ 51,660
BA	7	$ 54,045
BA	8	$ 56,429
BA	9	$ 58,813
BA	10	$ 61,197
BA	11	$ 63,978
BA	12	$ 66,761
BA	13	$ 68,748
BA	14	$ 69,425
BA	15	$ 69,963
BA	16	$ 70,500
BA	17	$ 71,038
BA	18	$ 71,576
BA	19	$ 72,114
BA	20	$ 72,652
BA	21	$ 73,190
BA	22	$ 73,728
BA	23	$ 74,266
BA	24	$ 74,804
BA	25	$ 75,342
BA	26	$ 75,880
BA	27	$ 76,418

BA+18	Step	Amount
BA+18	1	$ 43,677
BA+18	2	$ 45,342
BA+18	3	$ 47,329
BA+18	4	$ 48,322
BA+18	5	$ 50,309
BA+18	6	$ 52,295
BA+18	7	$ 54,680
BA+18	8	$ 57,065
BA+18	9	$ 59,449
BA+18	10	$ 61,833
BA+18	11	$ 64,614
BA+18	12	$ 67,397
BA+18	13	$ 69,384
BA+18	14	$ 70,067
BA+18	15	$ 70,605
BA+18	16	$ 71,143
BA+18	17	$ 71,681
BA+18	18	$ 72,219
BA+18	19	$ 72,757
BA+18	20	$ 73,295
BA+18	21	$ 73,833
BA+18	22	$ 74,371
BA+18	23	$ 74,908
BA+18	24	$ 75,446
BA+18	25	$ 75,984
BA+18	26	$ 76,522
BA+18	27	$ 77,060

Grandfathered

MA	Step	Amount
MA	1	$ 45,625
MA	2	$ 47,686
MA	3	$ 50,070
MA	4	$ 52,454
MA	5	$ 54,839
MA	6	$ 57,621
MA	7	$ 60,402
MA	8	$ 63,184
MA	9	$ 66,363
MA	10	$ 69,542
MA	11	$ 72,721
MA	12	$ 76,297
MA	13	$ 79,080
MA	14	$ 79,859
MA	15	$ 80,935
MA	16	$ 82,010
MA	17	$ 83,086
MA	18	$ 84,162
MA	19	$ 85,238
MA	20	$ 86,314
MA	21	$ 87,390

MA + 15	Step	Amount
MA+15	1	$ 45,852
MA+15	2	$ 48,322
MA+15	3	$ 50,706
MA+15	4	$ 53,090
MA+15	5	$ 55,474
MA+15	6	$ 58,257
MA+15	7	$ 61,038
MA+15	8	$ 63,820
MA+15	9	$ 66,998
MA+15	10	$ 70,178
MA+15	11	$ 73,357
MA+15	12	$ 76,933
MA+15	13	$ 79,716
MA+15	14	$ 80,501
MA+15	15	$ 81,577
MA+15	16	$ 82,653
MA+15	17	$ 83,729
MA+15	18	$ 84,805
MA+15	19	$ 85,880
MA+15	20	$ 86,741
MA+15	21	$ 87,602

MA+30/EDS	Step	Amount
MA+30/EDS	1	$ 55,237
MA+30/EDS	2	$ 55,237
MA+30/EDS	3	$ 55,237
MA+30/EDS	4	$ 55,237
MA+30/EDS	5	$ 57,621
MA+30/EDS	6	$ 60,402
MA+30/EDS	7	$ 63,184
MA+30/EDS	8	$ 65,966
MA+30/EDS	9	$ 69,177
MA+30/EDS	10	$ 72,324
MA+30/EDS	11	$ 75,503
MA+30/EDS	12	$ 79,080
MA+30/EDS	13	$ 80,693
MA+30/EDS	14	$ 81,768
MA+30/EDS	15	$ 82,668
MA+30/EDS	16	$ 85,076
MA+30/EDS	17	$ 85,614
MA+30/EDS	18	$ 86,152
MA+30/EDS	19	$ 86,690
MA+30/EDS	20	$ 87,817
MA+30/EDS	21	$ 88,678

Schedule A-1

2026-2027

BA	Step	Amount
BA	1	$ 44,757
BA	2	$ 46,494
BA	3	$ 48,561
BA	4	$ 49,594
BA	5	$ 51,660
BA	6	$ 53,727
BA	7	$ 56,206
BA	8	$ 58,686
BA	9	$ 61,166
BA	10	$ 63,645
BA	11	$ 66,538
BA	12	$ 69,431
BA	13	$ 71,498
BA	14	$ 72,202
BA	15	$ 72,761
BA	16	$ 73,321
BA	17	$ 73,880
BA	18	$ 74,439
BA	19	$ 74,999
BA	20	$ 75,558
BA	21	$ 76,118
BA	22	$ 76,677
BA	23	$ 77,237
BA	24	$ 77,796
BA	25	$ 78,356
BA	26	$ 78,915
BA	27	$ 79,475

BA+18	Step	Amount
BA+18	1	$ 45,424
BA+18	2	$ 47,155
BA+18	3	$ 49,222
BA+18	4	$ 50,255
BA+18	5	$ 52,321
BA+18	6	$ 54,387
BA+18	7	$ 56,868
BA+18	8	$ 59,347
BA+18	9	$ 61,827
BA+18	10	$ 64,306
BA+18	11	$ 67,199
BA+18	12	$ 70,092
BA+18	13	$ 72,159
BA+18	14	$ 72,870
BA+18	15	$ 73,429
BA+18	16	$ 73,989
BA+18	17	$ 74,548
BA+18	18	$ 75,107
BA+18	19	$ 75,667
BA+18	20	$ 76,226
BA+18	21	$ 76,786
BA+18	22	$ 77,345
BA+18	23	$ 77,905
BA+18	24	$ 78,464
BA+18	25	$ 79,024
BA+18	26	$ 79,583
BA+18	27	$ 80,143

MA	Step	Amount
MA	1	$ 47,450
MA	2	$ 49,593
MA	3	$ 52,073
MA	4	$ 54,553
MA	5	$ 57,032
MA	6	$ 59,926
MA	7	$ 62,818
MA	8	$ 65,712
MA	9	$ 69,017
MA	10	$ 72,324
MA	11	$ 75,630
MA	12	$ 79,349
MA	13	$ 82,243
MA	14	$ 83,053
MA	15	$ 84,172
MA	16	$ 85,291
MA	17	$ 86,410
MA	18	$ 87,529
MA	19	$ 88,648
MA	20	$ 89,767
MA	21	$ 90,886

Grandfathered

MA + 15	Step	Amount
MA+15	1	$ 47,686
MA+15	2	$ 50,255
MA+15	3	$ 52,734
MA+15	4	$ 55,214
MA+15	5	$ 57,693
MA+15	6	$ 60,587
MA+15	7	$ 63,479
MA+15	8	$ 66,373
MA+15	9	$ 69,678
MA+15	10	$ 72,985
MA+15	11	$ 76,291
MA+15	12	$ 80,011
MA+15	13	$ 82,904
MA+15	14	$ 83,721
MA+15	15	$ 84,840
MA+15	16	$ 85,959
MA+15	17	$ 87,078
MA+15	18	$ 88,197
MA+15	19	$ 89,316
MA+15	20	$ 90,211
MA+15	21	$ 91,106

MA+30/EDS	Step	Amount
MA+30/EDS	1	$ 57,446
MA+30/EDS	2	$ 57,446
MA+30/EDS	3	$ 57,446
MA+30/EDS	4	$ 57,446
MA+30/EDS	5	$ 59,926
MA+30/EDS	6	$ 62,818
MA+30/EDS	7	$ 65,712
MA+30/EDS	8	$ 68,604
MA+30/EDS	9	$ 71,944
MA+30/EDS	10	$ 75,217
MA+30/EDS	11	$ 78,524
MA+30/EDS	12	$ 82,243
MA+30/EDS	13	$ 83,920
MA+30/EDS	14	$ 85,039
MA+30/EDS	15	$ 85,975
MA+30/EDS	16	$ 88,479
MA+30/EDS	17	$ 89,038
MA+30/EDS	18	$ 89,598
MA+30/EDS	19	$ 90,157
MA+30/EDS	20	$ 91,330
MA+30/EDS	21	$ 92,225

1. Step advancement shall be determined according to the conditions set forth in Section 7.1 of this agreement.

SCHEDULE B
Extra Responsibility Schedule

Payment for the following extra responsibilities shall be determined by multiplying the percentages by the total salary on the BA schedule (capped at the 10th step) representing the number of years' experience in the spo1i/activity, rather than years of teaching experience.

HS Head	HS Assist	MS Head	MS Assist	Upper Elem	Lower Elem	Sport/Activity
12.5%	8.5%	6.0%	3.5%			Football
12.5%	8.5%	6.0%	3.5%			Basketball
10.5%	7.5%	6.0%	3.5%			Wrestling
10.5%	7.5%	6.0%	3.5%			Volleyball
10.0%	6.0%	7.0%	5.0%			Band Director
9.5%	6.5%	5.0%	3.5%			Track
9.5%	6.5%	3.5%				Baseball
9.5%	6.5%	3.5%				Softball
9.5%	6.5%					Soccer
9.5%	6.5%	5.0%	3.5%			Cross Country
9.5%	6.5%	5.0%				Tennis
9.5%	6.5%					Golf
7.0%						Student Senate Advisor
5.5%	4.5%	2.5%				Cheerleading
9.5%	6.5%	5.0%				Competition Cheer
6.5%						Bowling
5.5%		3.0%				Yearbook Advisor
9.5%	4.0%					Plays
9.5%	4.0%	6.0%				Director of Play (per show)
5.0%		3.5%				Musical Producer - Marketing
11.0%		6.0%				Director of the Musical
5.0%		3.5%				Choreographer of the Musical
8.0%			3.0%			Music Director of the Musical
	4.0%		2.0%			Musical Tech - Sound
5.5%						H.S. Newspaper Coordinator
5.0%						Vocal Music
3.5%						Clubs
5.5%						(1) Dept. Chair or Grade Level Chair and (2) PLC Leader
3.5%						Intermediate Chorus Dir.
3.0%						Band Guard Instructor
3.0%						Music Coord. for Plays
3.0%						Tournament Play Dir.
2.0%						Science Fair Advisor
1.75%						Advanced Placement Coordinator

5.5%						Model UN
3.5%						Quiz Bowl
5.0%	3.0%					DECA
8.0%	3.0%	5.0%		3.0%	3.0%	Robotics

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

PERCENT	ACTIVITY
5.5%	H.S. Debate
3.02%	H.S. Intramurals
5.5%	H.S. Forensics
4.0% annually	Weight Room Supervisor
I.SI%	M.S. Intramurals

FIXED RATES	ACTIVITY
$425.00 Year One	Mentor Teachers
$325.00 Year Two	
$225.00 Year Three	
$300.00	9th, 10th, Ilth, and 12th grade class advisor
$100.00 and /I Comp Day Per Year	5th Grade Annual Overnight Trip

Building School Improvement Team

School Improvement Chair	$1,500 per year
High School	4 chairs
Middle School	4 chairs
Ryan Intermediate	4 chairs
Kellogg Elem.	3 chairs
Richland Elem.	3 chairs
GLVP	2 chairs
Data Coach (I per bldg.)	$1,000.00 per year

PLC Chairs (who are not Department/Grade Level Chairs) $1,000.00

Department/Grade Level Chairs (who are not PLC Chairs) $1,000.00

The Chair stipend may be split by two members with approval of the building principal.

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

Written pre-approval by the Superintendent for curriculum work during the summer shall be compensated at $150 per day (or $20.00 per hour for less than a day's work).

Ryan and GLMS Peer to Peer Program compensated at $500 per person, one person per building. GLHS Peer to Peer Program compensated at $750 per person, one per building.

Five Department Chairs (ECSE-5 Resource Room/TC; MS Resource Room/TC; HS Resource Room/TC; Speech SLP; SSW) at current contract rates.

1. Compensation for Schedule B sports and activities will be paid at the conclusion of the sports season or activity, as is applicable. If a sport or activity extends beyond January 1, -one-half of the remuneration will be paid on the second payroll in Januaiy and the remaining one-half of compensation will be paid at the conclusion of the sports season or activity.

2. The employer share of required MPSERS contributions shall be paid by the Employer in addition to the scheduled compensation.

3. With the approval of the Employer secured prior to September 15 of each school year, the sponsor of any club which is curriculum oriented and not already included in the extra responsibility schedule shall receive payment for the performance of such club duties.

4. The Employer shall have the right, but shall not be required to pay compensation in addition to the scheduled compensation. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit.

5. Compensation for performance of Schedule B duties will be increased by a pro-rated amount for each week or fraction thereof that the season extends beyond the last regular season contest where the season extension is due to the team's record during the regular competitive season or because the team has advanced in post-season competition. Compensation paid under this provision will be limited to those coaches who have been regularly assigned to the competing team during the regular season and to other coaches in the same spotl approved in advance by the Athletic Director.

6. Coaches are not to be excused from staff development days, except where there is a scheduled non-practice competition of which the coach has given prior written notice to the building principal. In the latter event, coaches will be required to make up the lost professional development time.

None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit. A teacher shall not have tenure in any assignment and assignments shall be made or terminated for reasons satisfactory to the Employer.

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

Gull Lake Community Schools
2026-2027 District TEACHER Calendar

1st Trimester

AUGUST	
August 10, 2026	New Teacher Induction Day & New Bluedevil Academy
August 11, 2026	New Bluedevil Academy
August 24, 2026	Teacher Work Day FLEX
August 25, 2026	District Professional Development
August 26, 2026	District Professional Development
August 27, 2026	District Professional Development
August 28, 2026	Teacher Work Day FLEX
August 31, 2026	First Student Day - Full Day
SEPTEMBER	
September 4, 2026	*No School - No Students/No Teachers*
September 7, 2026	*Labor Day Observance - No Students/No Teachers*
September 23, 2026	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
OCTOBER	
October 15, 2026	Students All Day - Parent-Teacher Conferences, 5:00-8:00 p.m.
October 16, 2026	No Students - Grades 9-12 Conferences, 9:00 a.m.-12 Noon and 1:00-4:00 p.m.
	No Students - Grades 6-8 Conferences, 9:00 a.m.-12 Noon and 1:00-4:00 p.m.
	No Students - Grade Y5-5 Conferences, 9:00 a.m.-12 Noon and 1:00-4:00 p.m.
October 28, 2026	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
NOVEMBER	
November 19, 2026	1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
November 20, 2026	1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
End of 1st Trimester - 57 days	

2nd Trimester

November 23, 2026	First day of 2nd Trimester
November 25, 2026	*No School (Comp Day) NO STUDENTS / NO TEACHERS*
November 26-27, 2026	*Thanksgiving Break - NO STUDENTS / NO TEACHERS*
DECEMBER	
December 19, 2026-January 3, 2027	*Winter Break - NO STUDENTS / NO TEACHERS*
JANUARY	
January 4, 2027	School resumes
January 13, 2027	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
FEBRUARY	
February 4, 2027	1/2 Day for students - Parent-Teacher Conferences, 12:00 - 3:00 p.m. (6-12), 1:30 - 4:30p.m.(Y5-5th) and 5:00-8:00 p.m. (All Buildings)
February 5, 2027	1/2 Day for students - Parent-Teacher Conferences, 12:00 - 3:00 p.m. (6-12), 1:00 - 4:00 p.m.(Y5-5th)
February 17, 2027	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
February 26, 2027	*Mid Winter Break - NO STUDENTS/ NO TEACHERS*
MARCH	
March 11, 2027	1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
March 12, 2027	1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
End of 2nd Trimester - 66 days	

3rd Trimester

March 15, 2027	First day of 3rd Trimester
March 17, 2027	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
March 26, 2027	*No School (Comp Day)*
March 29, 2027-April 4, 2027	*Spring Break - NO STUDENTS / NO TEACHERS*
APRIL	
April 5, 2027	School Resumes
April 14, 2027	*Early Release - PLC - Secondary - 1:10-3:40 p.m.; Elementary - 2:30-5:00 p.m.
April 22, 2027	1/2 day for Students - Conferences By Appointment Only until 7 p.m.
MAY	
May 31, 2027	*Memorial Day - NO STUDENTS / NO TEACHERS*
JUNE	
June 9, 2027	1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
June 10, 2027	Last Student Day 1/2 Day for Students - Exams
	Teachers - P.M. Records Day FLEX
June 11, 2027	No Students - Teacher Work Day
End of 3rd Trimester - 57 days	

180 Student Days (including nine 1/2 days)

189 Teacher Days

*** Student release times on these dates are the following:**

Gateway Academy students 12:25 p.m.; GLHS students (9th-12th) at 12:45 p.m.; GLMS students (6th-8th) at 12:55 p.m.; Ryan Intermediate students (3rd-5th) at 2:05 p.m.; Richland & Kellogg students (Y5s-2nd) at 2:15 p.m.

Letter of Agreement
Between the
Gull Lake Board of Education
And the Gull Lake Education Association
Sick Day Buyback

For the 2025-26 and 2026-27 school years, the Board and Association agree as follows:
A bargaining unit employee may "sell" sick days (but not personal days) back to the district at the end of a school year under the following criteria:

1. The bargaining unit employee must maintain at least fifty (50) sick days in their personal sick day bank to be eligible to participate in the sick day buy back program.
2. The bargaining unit employee must provide notification to the district administration on or before May 15 during the 2025-26 school year and May 1 during the 2026-27 school year that the employee intends to "sell" back sick days and how many days the employee intends to "sell" back.
3. The bargaining unit employee may "sell" back no more than eight (8) sick days per school year.
4. For bargaining unit employees retiring in the 2026-27 school year:
    a. Employees may sell back ten (10) sick days if the employee satisfies the transitional services stipend outlined in Article 7.8.
    b. To be eligible for sell back under this paragraph, the employee is only required to maintain a minimum number of ten (10) sick days in their personal sick day bank.
    c. Employees who retire before the last teacher work day of the 2026-27 school year are not eligible for the sell back under this paragraph.
5. Sick days that are "sold" back are forfeited.
6. The District will pay $75 per sick day.

This Letter of Agreement shall expire on June 30, 2027, but the parties will meet in advance of the expiration of this Agreement to discuss a successor agreement, if any.

For the Board	For the Association
Signature	Signature
Christopher L. Gruda	Tia R. Vacha
Printed Name	Printed Name
Supt.	GLEA President & Lead Bargainer
Position	Position
4-24-26	4-24-2026
Date	Date

SSAA Section 27l Letter of Agreement

In consideration of the mutual covenants below, this Letter of Agreement (LOA) is by and between the Gull Lake Education Association (Association) and the Gull Lake Public Schools (District) Board of Education (Board) and concerns State funding available under State School Aid Act Section 27l, MCL 388.1627l (Section 27l).

Background:

1. Section 27l allocates one-time funding to districts to increase educator compensation.
2. The parties agree that all bargaining unit employees are "educators" as defined by Section 27l.
3. The parties have collectively bargained Section 27l compensation and desire to distribute Section 27l funds to the Association's bargaining unit members pursuant to the provisions below. The parties agree that, by entering into this LOA, the District has satisfied its obligation to bargain Section 27l funds.

The Parties Agree:

1. Qualifying Criteria. The District will make a one-time payment from Section 27l funds received by the District to each eligible bargaining unit member (Member) by May 15, 2026, 2026 (Payment Date). A member is eligible for payment if the member: (1) is employed by the District during the payroll period that immediately precedes the Payment Date, and (2) reported for duty for the District during the 2025-26 school year.
2. Payment Allocation. Each Member who is a full-time employee will receive a one-time payment of $1,140.00, less normal withholdings (including taxes and retirement contributions). Each Member who is less than a full-time employee will receive a prorated one-time payment based on full-time equivalency.
3. Recoupment. In the event of a verified overpayment of funds under this LOA, the bargaining unit member shall make prompt repayment to the District. In the event the bargaining unit member fails to make prompt repayment, then the District may payroll deduct the overpayment pursuant to the authority set forth in MCL 408.477.
4. Effective Date and Expiration. This LOA will be effective upon signature by both parties below. This LOA shall expire once payments under this LOA have been made.
5. Board Approval. Notwithstanding anything to the contrary in this LOA, this LOA is contingent on the Board approving it before the Payment Date, as reflected in a Board resolution or Board meeting minutes.
6. Effect. This LOA shall not set a precedent and shall not be used as evidence of a policy or practice.

For the Board	For the Association
Signature	Signature
Christopher L. Gurule	Tia R. Vacha
Printed Name	Printed Name
Supt.	GLEA President & Lead Bargainer
Position	Position
4-24-26	4-24-2026
Date	Date