

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE GOODRICH
AREA SCHOOL DISTRICT**

AND

LOCAL 10 MEA/NEA (GOODRICH UNIT)

2003-2005

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PREAMBLE

The Collective Bargaining Agreement hereinafter called the "Agreement" entered into this 1st day of August, 2003, by and between the Board of Education of the Goodrich Area School District, Goodrich, Michigan, hereinafter referred to as the "Board", and Local 10 MEA/NEA (Goodrich Unit), an affiliation of the Michigan Education Association and National Education Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize that providing a quality education for the children of the Goodrich Area School District is their mutual aim and that the character of such education depends partially upon the quality and morale of the teaching service: and

WHEREAS, the Board recognizes the educational expertness of the teachers and solicits their concerns and views of educational matters; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Acts of 1965, to bargain in good faith with each other with respect to hours, wages, and conditions of employment of the teaching staff; and

WHEREAS, the parties, following extensive and deliberate negotiations, have reached certain understandings which they desire to reduce to writing;

NOW THEREFORE, in consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

ARTICLE I RECOGNITION

- A. Pursuant to a representation election conducted by the Michigan Employment Relations Commission (MERC) Local 10 MEA/NEA (Goodrich Unit) is the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 for all certified personnel employed by the Board (whether or not assigned to a public school building) but excluding supervisory and executive personnel, day-to-day substitutes assigned to the same position for less than sixty (60) days, adult high school completion or community education personnel, aides, office and clerical, custodial, maintenance, kitchen and transportation personnel. The term "teacher" as used herein shall include both certified teachers and employees holding a position normally held by a bargaining unit member excluding substitutes.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Michigan general school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE II PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. Teachers may at any time, prior to October 1, in any year of this Agreement, sign and deliver to the payroll office an assignment authorizing deduction of membership dues and/or fees of the Association as per conditions on forms devised by the Association. Such sums shall be deducted in equal (October through May) installments from the regular salaries of such teachers and remitted promptly to the Association together with an accounting by source. The Association will notify the payroll office in writing of amounts to be deducted by the payday preceding the payday deductions are to begin. The Association will reimburse the Board for any sums improperly deducted and remitted to the Association.
- B. In the event a teacher shall not pay membership dues and/or fees of the Association to the Association or execute an authorization for dues and/or fees for deduction in accordance with Section A of this Article, such teacher, as a condition of employment by the Board,

shall cause to be paid to the Association a sum equivalent to the dues/fees referred to in Section A. The refusal of such teacher to pay the service fee, not including PAC fees, to the Association shall result in payroll deduction of such sum as if the teacher had signed and delivered an assignment authorizing such deductions. The Association will notify the payroll office in writing of amounts to be deducted by the paydate preceding the paydate deductions are to begin. The Association shall receive timely notice from the Board of any challenge to such deductions so as to afford it an opportunity to intervene and defend its interests. As a condition of the effectiveness of this Article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement. The Association further agrees to indemnify the Board for any costs or damages, including unemployment compensation which may be incurred by or assessed against the Board as the result of any such suit or action.

- C. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, United Fund, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE III NEGOTIATIONS

- A. By the 1st of February preceding the expiration of the Agreement the parties will meet to discuss negotiations for a new agreement covering wages, hours, terms and conditions of employment.
- B. If any provisions of the Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions and applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.
- C. Waiver - 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 by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement each voluntary and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. A "grievance" is a complaint or allegation that there is a violation, misinterpretation or mis-application of provisions of this Agreement or Board Policy. No grievance exists if another forum is chosen (i.e.: Tenure Commission, MERC, EEOC, Michigan Department of Civil Rights, etc.).
2. The "aggrieved person" is the bargaining unit member(s) or the Association.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement, or the Association.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school days except after the end of the school year in which case it shall mean week days.

B. PURPOSE:

The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the grievance, as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration.

C. PROCEDURE:

1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of an Association representative may be requested.
2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to affect a solution prior to the end of the school year.
4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.

D. PROCEDURE OF GRIEVANCE STEPS:

1. **LEVEL ONE** - A teacher with an alleged grievance will meet with the immediate supervisor within ten (10) days of the alleged violation to resolve the issue. If the grievance is not resolved, it shall be filed in writing within 20 days of the alleged violation. An Association representative may be present at this meeting if so requested by the teacher. A disposition shall be rendered in writing within five (5) days of said meeting.

2. LEVEL TWO - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Level Two within five (5) days. The Superintendent shall meet with the aggrieved person within five (5) days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Association within five (5) days following the meeting. Association grievances will be initiated at Level Two when the issue involves more than one building.
3. LEVEL THREE - If a disposition is not rendered with the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed, within five (5) days, to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person to discuss the grievance. The Board shall render its decision within ten (10) days following the Level Three meeting.
4. LEVEL FOUR - In the event the grievant is not satisfied with the decision or if no decision is rendered at Level Three, the Association may file for Arbitration under the rules of the American Arbitration Association within twenty (20) days. The decision of the arbitrator shall be binding on both parties. The Board or the Association shall not be permitted to assert in such arbitration on any grounds or to rely on any evidence not previously disclosed to the other party in writing.

Teachers who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

E. Limitations of Arbitration:

1. The arbitrator shall have no power to add to or subtract from, disregard, alter, or modify any terms of this Agreement. The Arbitrator will have no power to rule on non-renewal of a probationary teacher.

F. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the GEA Representative or the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be available from the Building Representatives in each building.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
6. Arbitration costs shall be borne equally by the Board and the Association. In the event a matter submitted by either party is determined not arbitrable, the moving party shall bear the cost of the arbitrator's fee and expenses.

**ARTICLE V
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, bargain, or negotiate and engage in other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Board, or his/her institution of a grievance of an alleged violation of any term or condition of employment specified by the Agreement.
- B. The Association shall have the right to petition for the use of the building facilities under Series 1000 of the Board Policies without cost, except that the Association shall assume cost of additional employees, if required by Administrative Regulations. No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. In addition to all publicly available information, the Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District and such readily available information as will assist the Association in negotiations, and information which is necessary for the processing of any grievance. However, nothing contained herein shall be construed to require that the Board provide information not already available to it or to provide such requested information in any form other than that normally provided to the Board for public consideration.
- D. The Association shall receive a total of ten (10) professional business days each year to be used at their discretion upon 24 hours notification by the Association President to the Administration. The Association shall reimburse the Board for the cost of the substitutes for any Association days in excess of ten (10).

**ARTICLE VI
RIGHTS OF THE BOARD**

- A. The Board, on its own 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 conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by the way of illustration and not by way of limitations, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of Goodrich Area Schools.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof of changes therein.
 5. Determine at Board expense the mental and/or physical capabilities of a teacher to continue in his/her assignment.
 6. Determine the policy affecting the selection, testing, or training of employees.
 7. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered here whether or not such rights have been exercised by the Board in the past.
- D. The rights and responsibilities of the Board listed in this Article are limited by the Constitution and laws of Michigan, the Constitution and laws of the United States and the express and specific provisions of the Agreement.
- E. One copy of the Board Policy shall be made available in each Building Principal's outer office and a copy shall be assigned to the Association President. Copies of changes in Board Policy shall be provided to the Association President, within fifteen (15) days of their adoption, for posting in each faculty lounge.
- F. If a need exists for individual building policies, they shall be reduced to writing by the building principal and sent to the Superintendent for approval. Following approval, the written policies shall be distributed, within ten (10) days, to teachers assigned to that building. Said policies become effective upon completion of distribution to teachers. Changes or additions to the individual building policies shall be processed as noted above. These policies shall be consistent with the terms of this Agreement

- G. The Board shall apply the terms of this Agreement in the manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or membership in any teacher organization.

ARTICLE VII VACANCIES AND TRANSFERS

- A. A vacancy in the bargaining unit shall be defined as an additional full-time or part-time position, or a full-time or part-time position vacated by a teacher that is to be continued, or when a professional position is created which is non-supervisory within the meaning of PERA, or an assignment which has been filled by a substitute for a complete marking period or until the teacher has reached the time of LTD. When training is required for new programs, it shall be made available to teachers certified to teach in the position (by order of seniority).
- B. Whenever a bargaining unit vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association President and Secretary. Notice of same shall be posted on bulletin boards in each school building. No attempts shall be made to fill the vacancy from outside the bargaining unit, except in case of emergency and on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days. Vacancies occurring during the first semester will be filled by the beginning of the second semester. Vacancies occurring during the second semester will be filled by the beginning of the school year.
- C. Whenever any vacancies occur during the summer recess, notice of said vacancies shall be mailed to all interested certified teachers by August 1st and said notice shall be posted at the main entrance of the high school with a copy of the same sent, by certified mail to the Association President, and an informational copy sent to the Secretary of the Association. Interested teachers shall leave their summer address with the Board by June 15th.
- D. Any teacher who is certified and meets the posting qualifications may apply. The most senior teacher will be assigned to the position.
- E. Extra-curricular vacancies occur annually for all positions.
- F. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers as well as the educational needs of the building. Request by a teacher for transfer to a different class, building, subject area, or position shall be made in writing and shall be filed with the Superintendent with one (1) copy to the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed annually to assure active consideration.

- G. Involuntary transfer:
1. An involuntary transfer is defined as a reassignment of a bargaining unit member from one building in the district to another. When it appears that an involuntary transfer may be necessary, volunteers from among those qualified and certified will be sought. If no volunteers are identified within ten (10) days of such request, the involuntary transfer will be made on the basis of seniority, certification and qualifications using the seniority list in reverse order.
 2. Any teacher reassigned involuntarily may request voluntary lay-off and the Board agrees to accept such layoff at any time he/she is so reassigned.

ARTICLE VIII LAY-OFF AND RECALL PROCEDURES

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority shall be defined as length of active continuous service within the bargaining unit excluding time spent on approved leave. For teachers hired prior to August 31, 1982, seniority date is defined as the month of the first day worked. For teachers hired after August 31, 1982, seniority date is defined as the month and day of the first year worked. It is the individual employee's responsibility to keep all information related to this section current in the Office of Personnel if said information is to be used in compiling the seniority list and in making assignments from the current seniority list. Changes or anticipated changes will be reported by May 1st.
1. When two (2) or more employees have the same seniority date, they will be ranked in order of their total years of teaching experience in the district.
 2. When two (2) or more employees have the same seniority date, the same years of total teaching experience in the district, they shall be ranked in order of the total number of years of teaching experience outside the district.
 3. If two (2) or more employees have the same seniority date, the same years of total teaching experience outside the district, they shall be ranked in order of the total number of graduate hours earned beyond a bachelor's degree.
 4. When all of the above are equal, the individuals who remain equal shall participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the time and place of the drawing and be allowed to attend.
- B. The seniority list including seniority date, tenure status, years of prior service in the district, years of teaching experience outside the district, number of hours of graduate credit earned beyond a bachelor's degree, certification, majors, minors, current assignments, and leave status shall be published and posted conspicuously in all buildings in the district by December 1 of each school year. Individuals and the Association shall have five (5) school days to respond with challenges to the seniority list. The Board shall respond in writing to the challenge within ten (10) days of receipt of the challenge. Revisions and updates of the seniority list shall be published

and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; however, seniority is retained if severance of employment is due to lay-off. In the cases of lay-off, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off.
- D. Lay-off shall be defined as removal from the payroll with no employment rights other than retention of seniority status, extra-duty status and recall rights as noted below.
- E. If it becomes necessary to reduce staff the following lay-off and recall procedures shall prevail:
 - 1. Teachers shall be laid off in inverse order of seniority using the seniority list, except that probationary teachers may be retained if no tenure teachers are certified for the available position.
 - 2. Certification shall be defined as a state recognized valid teaching certificate.
 - 3. Qualified, for purposes of lay-off and recall, shall be a major or minor in the subject area, or other academic preparation or teaching experience in the grade or subject area or student teaching experience in the grade or subject area.
- F. Recall of teachers shall be in the inverse order of layoff; i.e. those laid off last will be recalled first; provided however, that a teacher in order to be reassigned shall be certified to teach the specific course he/she is being assigned.
- G. Teachers who are being laid off shall be notified by their respective principal by May 1, privately in an administrative office, pending Board of Education action.

ARTICLE IX PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable written rules, regulations, and directives from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may refuse to carry out an order which threatens his/her physical safety, the safety of his/her peers, or is professionally demeaning.
- B. Both parties recognize the willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or performance shall be promptly reported to the offending teacher.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or

delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Any discussion regarding the infraction of rules or delinquency of professional performance shall be done in private. If a formal reprimand or discipline is called for, a teacher shall have the right to be forewarned in writing and have a representative of the Association present.

- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation including adverse evaluation of tenure teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to that teacher and the Association.
- E. The Board will continue to follow a policy of progressive corrective discipline which includes verbal warning, written warning, written reprimand, suspension with pay, suspension without pay and with discharge as the final and last resort. Any disciplinary action taken against a teacher for an action regarded as gross misconduct need not follow the above sequence; however, the penalty shall be appropriate to the misconduct.
- F. If, in a meeting between a teacher and an administrator, a problem arises which causes the teacher to request an Association representative, one shall be made available.
- G. All reprimanding and disciplining shall be done in person. If a teacher is to be reprimanded or suspended by an administrator, he/she shall be informed in advance of the purpose.
- H. A teacher shall receive at the time of the disciplinary action a copy of any written material that is to be placed in his/her personnel file and may respond, in writing, within ten (10) schools from receipt of such materials. Such responses shall be placed in the teacher's personnel file. All written warnings and reprimands shall contain notice that each shall be placed in the teacher's personnel file. Distribution of copies shall be noted on the original. No official records concerning a teacher may be kept elsewhere than in the teacher's personnel file in the Personnel Office (except for grievance records).
- I. Any disciplinary actions, up to and including written reprimand, shall be removed one year from date of occurrence provided that no subsequent infractions have occurred during that time.
- J. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file as provided by law (PA 397 of 1978).
- K. A complaint made against a teacher, or person for whom the teacher is administratively responsible, by any parent, student or other person may be reduced to writing, signed by the complainant and promptly called to the attention of the teacher within 2 business days of the complaint being received by the Principal. Disciplinary action will not be taken

against any teacher unless the complaint is made in writing, signed by the complainant, and investigated by the administration.

ARTICLE X
DISCIPLINE OF STUDENTS AND LEGAL PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps with the cooperation of the teacher, to see that appropriate services are provided.
- B. Any case of assault upon a teacher which is job-related, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any losses, damage or destruction of clothing or personal property of the teacher. Time lost by a teacher in connection with any incident mentioned herein will not be charged against the teacher. However, the Board reserves the right to request documentation from a physician of its choice on the need for lost time at Board expense.
- C. If any teacher is complained against or sued by reason of disciplinary action consistent with the district's policy, taken by the teacher against a student, the Board will provide legal representation.
- D. A teacher may use such reasonable physical force as is necessary on the person of any pupil to protect himself/herself from attack, or to prevent injury to another person or for the purpose of maintaining discipline.
- E. The Board agrees to distribute at the beginning of each school year, specific discipline procedures which teachers are expected to follow.
- F. A teacher may exclude a pupil from a supervised area when the grossness of the conduct, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the area intolerable. In such cases the teacher will furnish as promptly as his/her teaching obligations will allow, the principal full particulars of the incident using a form provided by the Board. In Grades 6-12, the pupil shall not be returned to the area until the principal has consulted with the teacher and indicated the action to be taken regarding the student. In Grades K-5, the student shall not be returned

to the area until there has been verbal or written communication to the teacher from the principal or in his/her absence, office personnel.

- G. Suspension of students from school may be imposed only by a principal, or his/her designated representative. School personnel will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents, when warranted.
- H. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of clothing or personal property of the teacher which is a result of student activity. It shall be promptly reported in writing to the administrator in charge. The amount of reimbursement, not to exceed \$400, shall be limited to the repair or replacement cost of the article, whichever the Board deems appropriate.
- I. Personal materials and equipment used in the classroom by teachers which are damaged or destroyed because of fire, wind, rain, or other physical plant problems will be replaced or paid for by the Board. The teachers shall provide the building principal with a written inventory of said personal materials and equipment being used along with their approximate purchase date and cost at the time that materials and/or equipment are brought into the classroom in order to be eligible for reimbursement or replacement.

ARTICLE XI TEACHER EVALUATION PROCEDURE

The purpose of teacher evaluation shall be to assist the teacher in improving professional status and teacher effectiveness.

- A. Probationary Teachers
 - 1. Each probationary teacher shall be provided with an Individualized Development Plan (I.D.P.) developed by appropriate administrative personnel in consultation with the teacher and mentor using the format developed by the evaluation committee.
 - a. Probationary teachers will be assigned a mentor by the Principal by September 15 or within one month of their hire date. The Principal will take into consideration the wishes of both mentor and probationary teacher in making this assignment. Mentoring is voluntary.
 - 2. Each probationary teacher shall receive a minimum of two (2) formal classroom visitations per year, at least sixty (60) days apart. Of these visitations no more than fifty (50) percent may be unannounced.
 - 3. In the case of announced visits, the probationary teacher shall have two (2) days' notice. In case of postponed visits, the visit may be held with one day notice.
 - 4. Within six (6) school days following the visitation the teacher shall be given a copy of the written evaluation.

5. A personal interview to discuss the evaluation will be held, where possible, on the school day immediately following the teacher's receipt of the written evaluation to review the total teacher performance to date.
6. The teacher will be provided with a year-end performance evaluation during each year of the probationary period. The evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her I.D.P.

B. Tenure Teachers

1. Tenure teachers will be evaluated a minimum of one (1) time during the school year, with the classroom observation to be completed by April 15.
2. Within six (6) school days following the visitation, teacher shall be given a copy of the written evaluation.
3. A personal interview to discuss the evaluation shall be held, where possible, on the school day immediately following the teacher's receipt of the evaluation to review the total teacher performance to date.

The approved evaluation forms shall be used unless a teacher has received a less than satisfactory performance evaluation, in which case:

1. The teacher shall be provided with an I.D.P. developed by appropriate administrative personnel in consultation with the teacher.
2. A subsequent evaluation for the teacher shall be based on at least two (2) classroom observations conducted during the period covered by the evaluation and shall include at least an assessment of the teacher's progress in meeting the goals of his/her I.D.P.

- C. The evaluation form to be used is found in Appendix A of the contract. The evaluator will clearly indicate whether the performance is satisfactory or unsatisfactory on the evaluation form. The content of the evaluation is not subject to the grievance procedure. If there are areas of concern that might result in an unsatisfactory evaluation, the teacher will be notified and given an opportunity to improve prior to the final evaluation.

ARTICLE XII TEACHING HOURS

- A. The teacher's week shall consist of seven and one-quarter (7 ¼) hours per day, with the teacher's day beginning no earlier than 8:00 a.m. for K-5 teachers and 7:15 a.m. in the middle/high schools.
- B. In the elementary school, two (2) half days per semester may be scheduled for parent-teacher conferences while the middle and high school are in session.
- C. Teachers when requested to remain longer in order to attend to those matters which require attention, will do so.

Parental conferences, staff meetings, and principal conferences are to be considered sufficient reason to remain longer. On Fridays and the days preceding holidays or vacations, the teachers are permitted to leave after the school busses have left.
- D. All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.
- E. Preparation time - teaching load.
 - 1. Each teacher shall be guaranteed at least two hundred and fifty (250) minutes of unassigned preparation time per week in grades K-5. Said preparation time shall be in no less than fifteen (15) minute blocks. It is understood that in case of financial emergencies, this provision may be modified subject to reopening Article XII-F of this Agreement.
 - 2. The normal weekly teaching load at the middle school level will be thirty (30) teaching or supervision periods and five conference or preparation periods. The normal weekly teaching load at the high school level will be 15 teaching or supervision blocks and 5 conference blocks as long as the high school has block scheduling.
 - 3. Teachers who are assigned less than a full teaching load shall have prorated unassigned preparation time.
 - 4. Released time while special teachers are instructing students must be used for preparation by the teacher, either in his/her respective classroom or in an area mutually agreed upon by the teacher and principal.
- F. Elementary teachers will have two hundred fifty (250) minutes of planning time. K-5 teachers will have one hour block at lunch which will consist of 30 minutes planning and 30 minutes duty-free lunch.
- G. The librarian shall have the same schedule as a classroom teacher.
- H. In the event that school is closed because of inclement weather, teachers will not be required to work.

If school is in session and students are sent home because of lack of heat, water, or other physical plant problems, teachers will not be required to remain in the affected part of the building complex, but may be required to report to an unaffected area for the remainder of the school day.

- I. Teachers may participate on a voluntary basis in a shared-time teaching program subject to the following conditions:
 1. The teacher, in cooperation with the building administrator, must be able to identify another certified, qualified teacher from the current staff or the list of laid-off teachers.
 2. Teachers agreeing to share an assignment must meet with the building administrator to outline agreed upon responsibilities and schedules.
 3. The shared-time teaching program must be for the duration of the school year.
 4. Teachers in this program will receive compensation at one-half (1/2) of their scheduled annual salary according to the salary schedule.
 5. Each teacher in this program will receive one-half (1/2) the fringe benefits with the option to buy the remaining coverage's at the group rate.
 6. Both teachers shall accrue a full year of seniority.
 7. Each shared-time program is subject to approval by the Board.
 8. Each shared-time program will terminate at the end of the school year.

- J. Part-time Teaching Positions
 1. Teachers hired on a part-time basis will be paid according to the fractional portion of the day/week they work. Their position on scale will be determined as with all teachers, according to experience and preparation.
 2. The Board will pay the fractional portion of each fringe benefit chosen according to the amount of time worked, if the teacher elects to pay for the remaining portion.
 3. Part-time teachers will receive full seniority credit.
 4. Teachers will be considered part time by whatever ratio their pay is pro-rated.

ARTICLE XIII TEACHING LOADS AND ASSIGNMENTS

- A. Teachers who are assigned during their preparation period (other than day-to-day substituting) shall be compensated additionally at a rate directly proportionate to the number of periods in the day divided into their daily rate. Such assignment shall be only with the approval of the teacher and notification to the Association.

- B. The teachers will be assigned in the area of their teaching certificate and/or within their major or minor area of study except in cases of emergency, not to exceed one semester. The Association shall be notified in each instance and shall be provided with a written statement of reason for such assignment.

- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. The Board therefore agrees to keep the schools reasonably and properly equipped and maintained.
- D. The parties agree that the class size shown on the following page in Column A represents the point at which most effective learning can take place and that attempts shall be made to reduce class sizes toward these goals. They further agree that class sizes as shown in Column B represent the point above which effective learning is inhibited and that all reasonable efforts shall be made to avoid scheduling classes larger than these figures. Whenever the administration is faced with a choice, the first emphasis at obtaining goals as stated in Column A shall be in the lower elementary grades.
- E. Students shall be assigned to sections of a grade or subject in a manner which provides for an equalized student distribution among those teachers involved. At the elementary level the class size shall be adjusted prior to the end of the 5th week of school and at the secondary level the class size shall be adjusted within two weeks after the beginning of each semester or class. Students added to classes after the above dates shall be distributed in the manner described above. Exceptions to this procedure shall be made only by mutual agreement of the Board and the Association. This procedure does not apply to specialized classes.
- F. In the event that a class exceeds the suggested maximum on Column B, the Principal and Superintendent shall meet with the teacher(s) of the class(es) involved and a representative of the Association to find an equitable solution to the problem. Resolution may include one (1) hour of para-pro support or professional development equal to twice the amount set aside for each teacher or the equivalent in supplies/materials. If the individual teacher believes the language of this section has not been fulfilled, he/she will have access to the grievance procedure.
- G. When a teacher is absent the substitute teacher suggested by the teacher will be obtained, when possible.
- H. All teachers shall be given notice of their tentative assignments for the forthcoming school year no later than June 1st of that year. In cases where the necessity to make changes arises after the date, the teachers affected will be notified by mail of the change as early as possible.
- I. Assignment of student teachers shall be made only with a teacher's consent.
- J. The daily teaching load of those employees who are employed less than full time shall be in direct proportion to the fraction of time of employment.
- K. Teachers assigned to serve as acting principal shall be relieved of regular classroom duties during absence of the principal.

- L. The building administrator will normally recommend the placement of an eligible student in the appropriate regular education class. Each teacher of a prospective special education student will be invited to a child study meeting and notified of the MET and IEPC meetings held regarding the placement of the student. A representative teacher will be required to attend METs and IEPCs.
1. The Board of Education and teachers agree that all students should be taught in the least restrictive environment. The responsible administrator shall make time available for the regular classroom teacher to consult with the special education staff assigned primary responsibility for the special education needs.
 2. Assignment to special education programs and services shall be consistent with R340.1722 and R 340.1722a of the Revised Administrative Rules for Special Education, Michigan State Board of Education.
 3. Any member of the IEPC may request a meeting to review services.
 4. Teachers will not be required to perform medical procedures or administer prescription drugs. Teachers will be required to be a part of the team of professionals who observe behavior or conditions and seek appropriate assistance if medical or emotional treatment is needed.
 5. Any teacher involved with a student in the mainstreaming program or any other temporary placement of special education students, shall be permitted to participate in the IEPC of a student's program. Teachers shall be released for conferences held during the day.
 6. The Board and the Association shall establish a joint committee composed of three (3) members selected by each for the purposes of reviewing experiences encountered by teachers during the year as a result of implementation of Special Education laws and regulations. The Committee's evaluation of the program shall be one of the considerations when determining the services and programs for the following year.

M. Class Size

Class or Grade	Recommended Class Size	Suggested Maximum
All General Ed Classes 6-12	25	30
Elementary K-2	22	25
Junior First	18	18
Elementary 3-5	25	30
Secondary Music	25	65
Secondary PE	25	50
Special Education	Legal compliance	

ARTICLE XIV
LEAVE

- A. Illness and Disability Leave – Twelve (12) days each school year (six (6) days each semester) will be allowed each teacher for personal illness and disability.
1. Teachers will be informed by the first day of school of the procedure they are to follow to report unavailability for work. Notice of absence will be given as soon as possible but at least by 6:00 a.m. for middle and high school and by 7:00 a.m. for elementary. Teachers will not be penalized if, in cases of emergency, they are unable to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute teacher without further contact with the teacher involved.
 2. In the event the administration feels that the teacher is abusing the use of leave days, a teacher may be asked to provide medical verification at Board expense of illness or disability prior to payment. Such requests for medical verification will only be made after the following procedure has been complied with:
 - a) Written notification of suspected abuse shall be given to the teacher at least five (5) days in advance of the request for medical verification.
 - b) Notice shall include the basis for the suspected abuse.
 3. Five non-deduct days may be used for death in the immediate family including grandparents, parents, spouse, brothers, sisters, children, grand-children, mother-in-law or father-in-law. Up to five days of accumulated sick leave may be used for the death of the extended family.
 4. Three (3) of the above days may be used as personal days. Request for use of personal days must be in writing at least twenty-four (24) hours prior to being absent, and submitted to the respective principal except in case of emergency. In case of an emergency the principal's office will be contacted as soon as possible prior to the beginning of the school day. The three (3) personal days may not be used on the day prior to or following any scheduled recess or vacation period, or the first or last day of a semester. This provision can be waived for extraordinary circumstances.
 5. The Board of Education shall, at the beginning of each school year, provide in writing, to each teacher, a statement stating the total number of illness and disability hours he/she has accumulated.
 6. The Board of Education shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation for a period of time not to exceed one (1) year. Absences during the period shall not be charged against the teacher's illness and disability leave.

7. Definition of one-half (1/2) day for purposes of attendance accounting will be the midpoint of the teacher's day, realizing that someone sick who leaves school will only have to take one-half (1/2) sick day.
8. Teachers who are assigned to less than a full teaching load shall receive leave days in direct proportion with the fraction of the time of employment, i.e., half time employees shall receive twelve (12) half days of illness and disability leave per year.
9. Teachers returning from surgery or prolonged illness may be required to provide medical verification at Board expense that they are able to return to work.
10. Guidelines for use of sick bank –
 - a) Purpose – to provide added sick leave days for members of the sick bank, up to the maximum number of days required to satisfy the waiting period for long term disability.
 - b) Membership – to qualify said teacher must have donated the prescribed amount of his/her allotted sick days to the sick bank (see bank donations).
 - c) Bank donation – Each teacher who desires to participate will donate two (2) days the first year of participation. The Board will also contribute two (2) days for each new member. A member may not withdraw his/her contributed days.

The initial number of sick bank days was approximately on a 3:1 basis (3 days in the bank for each member). This ratio shall be maintained from year to year.

When the total number of sick bank days drops from 3:1 ratio to a 2:1 ratio, then each participating staff member will be assessed one (1) day of his/her allotted sick day time. The Board will also contribute one (1) day for each participating staff member.

An employee's participation in the sick bank shall be made by applying for membership within thirty (30) days after the beginning of the school year or within thirty (30) calendar days of employment.

An employee's participation in the sick bank shall be formalized by signing an authorization form donating two (2) sick days from his/her personal sick leave to the sick bank. Thereafter, membership will be on a continuing basis except when a teacher chooses to terminate his/her membership from the sick bank by written notice to the Personnel Office during the month of September. A person withdrawing from the sick bank will not be able to withdraw the contributed days.

If an employee wishes to reapply for membership in the Sick Bank, he/she may do so during the first thirty (30) calendar days of the school year. However, another initiation fee of two (2) days will be deducted from his/her personal sick leave and added to the Sick Bank.

d) Application for use:

A member will qualify for sick bank days after the member's accumulated sick time has been depleted, and after two additional days of absence due to illness or injury. (The two (2) additional days of absence will be required each time the sick bank is used.) The request for sick bank days shall be presented in writing to the Personnel Office along with a doctor's statement regarding the nature of the illness. A copy of the request shall be forwarded to the Association President.

e) A membership roster of Local 10 MEA/NEA (Goodrich Unit) sick bank members shall be sent to the local President and Secretary within thirty (30) calendar days after the beginning of the second semester.

f) Use of the sick bank is intended for personal illness of the employee.

g) A member granted days from and obligated to the bank shall repay the bank a minimum of four (4) days, or the number of days used if less than four (4) of the following year's sick time allotment. Payment shall continue to be deducted each year until the complete debt is repaid. (If a member shall leave the district or retire before the complete debt is repaid, he/she will be required to pay the amount received for each day not repaid). Individual teachers may donate from their own days to another teacher who is retiring with a balance of days owed to the sick bank.

B. Alternative career leaves:

1. The Board shall grant a voluntary leave of absence upon request to a teacher without pay or fringe benefits for a purpose(s) not enumerated in this Agreement. Teacher may take one (1) year leave under this provision provided a certified and qualified replacement can be obtained. Such a leave shall be extended with Board approval to a maximum of one (1) additional year at the request of the teacher, provided that a certified and qualified replacement is available.
2. The teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the district at the group rate provided this is permitted by the carrier.
3. Any teacher who has been granted two (2) consecutive years leave under this provision shall return to employment status or be terminated.

4. These provisions shall apply to any teacher on employment status. Teachers on lay-off may apply for such leaves within thirty (30) days of the effective date of lay-off.
- C. Family Care Leave – A leave of absence of up to one (1) year shall be granted to any teacher, upon application for family care. A one (1) year extension may be requested subject to approval by the Board of Education as allowed by the Family Leave Act. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions as indicated in a statement from her attending physician. Increment credit for the remainder of the semester shall be allowed if one-half or more of the semester has expired. Salary shall be determined by placing the reinstated teacher on the salary schedule step held when the leave was granted.
- D. General Leave – A leave of absence for up to one (1) year shall be granted to any tenure teacher, upon application for family responsibilities, education leave, election to public office and/or association position, and for other reasons which are approved by the Board. Provision for one (1) year extension to be requested and approved by the Board. Increment credit for the remainder of the semester shall be allowed if one-half or more of the semester has expired. Salary shall be determined by placing the reinstated teacher on the salary schedule step held when leave was granted.
- E. Sabbatical Leave – Teachers who have been employed for seven (7) years in the system may be granted an educational travel or study leave for a period of one year. Upon application, and following the recommendation of the Superintendent to approve or not approve, the Board shall consider all applications and may grant said leave. The teacher shall be considered to be in the employ of the Board and shall receive one-fourth (1/4) his/her full annual salary plus fringe benefits.

Sabbatical leave is given to professional personnel to permit them to improve their ability to render education service. Such service is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences will be considered on their merits. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties. An employee on sabbatical leave may be required to furnish the Board with reasonable evidence (determined at time leave is granted) to determine that the employee is fulfilling the agreement and all other requirements of the leave.

Said teacher shall have obligation to the Board to teach for two (2) years in the Goodrich School System or reimburse the district for salary and costs of fringe benefits provided by the Board.

- F. Leave of absence with pay, not chargeable against the teacher's illness and disability leave allowance shall be granted when a teacher is called for jury service, or before any court of competent jurisdiction. All jury duty pay and witness fees shall be turned over to the school district. It is understood that said teacher shall be at his/her teaching station when court is not in session. This leave is not to be used for self initiated cases.

G. Return Procedure:

1. Teachers on approved leaves of absence shall retain all credit towards leave, seniority and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave except during a sabbatical leave.
2. Whenever possible, leaves of absence shall coincide with the semesters of the school year. A teacher returning from a leave of absence shall return to the same or similar position on the basis of *seniority*, certification and qualifications.
3. All teachers returning from leave shall be offered positions for which they are certified and qualified before any new teacher is assigned. A teacher not accepting a full time position for which he/she is certified and qualified will be deemed to have severed the employment relationship with the district.
4. A teacher on leave shall notify the Board, in writing, not less than forty-five (45) calendar days prior to the expiration of leave but in no case shall notification be later than April 1 whether he/she desires to return to employment, extend the leave or terminate employment. Teachers not conforming to this requirement may have their employment terminated. The Board shall notify the association President of non-conformance of the above requirement by any teacher. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.
5. If a teacher has been employed for at least 46 working days of a semester, experience and salary credit for the semester will be allowed.
6. No leave of absence shall be granted for a period of more than one (1) school year. The Board may grant an extension of the leave for an additional one (1) year at the request of the teacher.

- H. Two (2) additional days of leave time may be taken by each bargaining unit member. Said days will be requested in advance and shall not be compensated. These days will not be taken during the first or last weeks of the school year or during parent/teacher conferences. In keeping with the practice of the district, unpaid leave time may still be requested for special needs and granted with the approval of the administration. A maximum of three (3) teachers per building may use unpaid leave on any given day (to be determined by order of request).

**ARTICLE XV
COMPENSATION AND BENEFITS**

A. Salary Schedule

1. Increase each step of the salary schedule for the years 2003/2004 and 2004/2005 by two percent (2%). Added days of instruction and professional development created by the extended year will be at paid per-diem.

- B. Credits must be taken after provisional certification has been received, and they must coincide with the teachers' major and minor or related fields. Teachers shall provide temporary verification of additional hours during the first week of school. Verification will follow within thirty (30) days with presentation of official transcripts.

C. Longevity will be paid as follows:

At the beginning of:	12 th year	\$1,400
	15 th year	\$1,600
	20 th year	\$1,700
	25 th year	\$1,800

Such payments shall continue until retirement or termination.

- D. New teachers entering the systems will be given full credit up to six (6) years of experience in any system effective September, 1974. This includes previous teaching experience in public and parochial schools, and military service.

Credit for not less than one full year and not more than two years active military service will be given. A teacher must have completed all requirements for a certificate prior to his/her entry into the service.

Credit will also be given for teaching experience garnered while on lay-off from the Goodrich Schools with the total credit given not to be more than six (6) years.

- E. Staff members who are eligible for advancement to the BA, BA+18, BA+30, MA, MA+18, MA+30 columns will be, upon proof of credits earned, placed on this column if proof is submitted within two (2) weeks after the start of the school year. Courses taken toward the BA+30 column must receive prior approval from the respective Principal and the Superintendent. This clause to be effective September 1, 1976.

Staff members who become eligible at the start of the second semester will be advanced to the next column upon proof of credits earned two weeks after the start of the second semester. Salary will be prorated from the beginning of the second semester.

- F. Teachers wishing to have twenty-six (26) pays may do so via Credit Union deductions.

- G. The Board shall pay registration fees and mileage according to current Board Policy.
- H. Upon retirement or severance, and with ten (10) years of service in Goodrich Area Schools, the Board shall pay to the teacher thirty-five dollars (\$35) for each accumulated sick day.

SALARY SCHEDULES

BASED ON 184 DAYS
 SALARY BASE/ STEPS 2003-04
 BA30

30886	BA	BA18	MA	MA18	MA30	33236	BA	BA18	MA	MA18	MA30
0	32508	34247	36079	38009	40043	0	34981	36852	38824	40901	43089
1	34247	36079	38009	40043	42185	1	36852	38824	40901	43089	45395
2	36079	38009	40043	42185	44442	2	38824	40901	43089	45395	47823
3	38009	40043	42185	44442	46819	3	40901	43089	45395	47823	50382
4	40043	42185	44442	46819	49324	4	43089	45395	47823	50382	53077
5	42185	44442	46819	49324	51963	5	45395	47823	50382	53077	55917
6	44442	46819	49324	51963	54743	6	47823	50382	53077	55917	58908
7	46819	49324	51963	54743	57672	7	50382	53077	55917	58908	62060
8	49324	51963	54743	57672	60757	8	53077	55917	58908	62060	65380
9	51963	54743	57672	60757	64008	9	55917	58908	62060	65380	68878
10	54743	57672	60757	64008	67432	10	58908	62060	65380	68878	72563

BASED ON 184 DAYS
 SALARY BASE/ STEPS 2003-04
 BA30

30886	BA	BA18	MA	MA18	MA30
0	32508	34247	36079	38009	40043
1	34247	36079	38009	40043	42185
2	36079	38009	40043	42185	44442
3	38009	40043	42185	44442	46819
4	40043	42185	44442	46819	49324
5	42185	44442	46819	49324	51963
6	44442	46819	49324	51963	54743
7	46819	49324	51963	54743	57672
8	49324	51963	54743	57672	60757
9	51963	54743	57672	60757	64008
10	54743	57672	60757	64008	67432

BASED ON 198 DAYS
 SALARY BASE/ STEPS 2004-05
 BA30

31504	BA	BA18	MA	MA18	MA30	33901	BA	BA18	MA	MA18	MA30
0	33158	34932	36801	38770	40844	0	35681	37590	39601	41719	43951
1	34932	36801	38770	40844	43029	1	37590	39601	41719	43951	46303
2	36801	38770	40844	43029	45331	2	39601	41719	43951	46303	48780
3	38770	40844	43029	45331	47756	3	41719	43951	46303	48780	51390
4	40844	43029	45331	47756	50311	4	43951	46303	48780	51390	54139
5	43029	45331	47756	50311	53003	5	46303	48780	51390	54139	57036
6	45331	47756	50311	53003	55838	6	48780	51390	54139	57036	60087
7	47756	50311	53003	55838	58826	7	51390	54139	57036	60087	63302
8	50311	53003	55838	58826	61973	8	54139	57036	60087	63302	66688
9	53003	55838	58826	61973	65289	9	57036	60087	63302	66688	70256
10	55838	58826	61973	65289	68781	10	60087	63302	66688	70256	74015

BASED ON 184 DAYS
 SALARY BASE/ STEPS 2004-05
 BA30

31504	BA	BA18	MA	MA18	MA30
0	33158	34932	36801	38770	40844
1	34932	36801	38770	40844	43029
2	36801	38770	40844	43029	45331
3	38770	40844	43029	45331	47756
4	40844	43029	45331	47756	50311
5	43029	45331	47756	50311	53003
6	45331	47756	50311	53003	55838
7	47756	50311	53003	55838	58826
8	50311	53003	55838	58826	61973
9	53003	55838	58826	61973	65289
10	55838	58826	61973	65289	68781

**ARTICLE XVI
SUPPLEMENTAL SALARIES**

Extra Duty Compensations:

A. Hourly rate = Per diem divided by 6 hours
For professional work extended beyond one hundred eighty-four (184) days.
Hourly substituting when substitute is not available.

B. Hourly pay:

Hourly rates for the years 2003/2004 and 2004/2005 will be increased each year by the same percentage as the salaries. Clubs and sponsor percentages will remain the same.

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Driver Education	\$18.87	\$19.25	n/a
Student Supervision	\$13.77	\$14.05	\$14.19
Lunch Supervision (½ hour)	\$ 8.16	\$ 8.32	\$8.40
Curriculum Development	\$18.87	\$19.25	\$19.44

C. Compensation for extra duty assignment at athletic events shall be at the rate of \$9.18 per hour for 2003-04 and \$9.36/hour for 2004-05.

D. Athletic:

Placement on this schedule shall be determined by:

1. All past experience shall be counted.
2. If two (2) or more teachers are assigned an extra duty activity, each shall receive the percentage of pay listed.
3. If a teacher seeks and obtains the assistance of another teacher to share the assignment, the percentage of pay listed shall be shared.

Group I. FOOTBALL - BASKETBALL

Years Experience	0	1	2	3	4
Varsity Head	13	14	15	16	17
Varsity Assistant	11	12	13	14	15
J.V. Head	7.5	8.5	9.5	10.5	11.5
J.V. Assistant	5.5	6.5	7.5	8.5	9.5
9th Head	5.5	6.5	7.5	8.5	9.5
MS. Head	3.5	4.5	5.5	6.5	7.5
MS. Assistant	2.5	3.5	4.5	5.5	6.5

Group II. VOLLEYBALL, WRESTLING, HOCKEY, TRACK, SOFTBALL, BASEBALL

Years Experience	0	1	2	3	4
Varsity Head	7	8	9	10	11
J.V. Head/Varsity Assistant/9 th Gr.	4	5	6	7	8
MS. Head	3.5	4.5	5.5	6.5	7.5
MS. Assistant	2.5	3.5	4.5	5.5	6.5

Group III. CROSS COUNTRY, GOLF, TENNIS, SOCCER

Years Experience	0	1	2	3	4
Varsity Head	4	5	6	7	8
Varsity Assistant/J.V.	2	3	4	5	6
MS Cross Country	2	3	4	5	6

Group IV. CHEERLEADING, POM PON

Years Experience	0	1	2	3	4
Varsity Head	2	3	4	5	6
J.V. Head	2	3	4	5	6
MS. Head	1.5	2	2.5	3	3.5
Pom Pon	1.5	2	2.5	3	3.5

E. Non-athletic:

Class Sponsors:

6th and 7th grades	2%
8th grade	3%
9th and 10th grades	3%
11th grade	5%
12th grade	3.5%

Play Director

If after four (4) weeks, the director and principal determine that the play will not be produced, the event will be canceled. The payment for services will be prorated from the stated percentage.

<u>15%</u>	HS Instrumental Music HS/MS Vocal Music (combined) Elementary Vocal Music – with major production(s)	
<u>8%</u>	NHS	
<u>7%</u>	MS Instrumental Music	
<u>6%</u>	HS/MS Newspaper	
<u>5%</u>	HS Yearbook HS/MS Quiz Bowl HS Play / Musical Director	
<u>3%</u>	HS French Club HS Spanish Club HS Dance Club HS Literary Magazine HS Robotics Model United Nations Club MS Science Olympiad MS Student Council Elem./MS Yearbook (if not a class) Oaktree In-school Bank Oaktree Small Business Club Oaktree Science Club/Fair Oaktree Literature Club	Debate/Forensics Ski Club HS Chess Club HS Powder Puff HS SADD MS Art Club MS LEGO Robotics MS Talent Show Oaktree Destination Imagination Oaktree School Store Oaktree Student Council Oaktree Spanish Club Oaktree 5 th Grade Art Club

SUPPLEMENTAL SALARIES

	2003-04	2004-05	2005-06
BASE	\$32,508	BASE	\$33,158
BASE		BASE	\$33,489
PERCENT			
1.0%	\$325	\$332	\$ 335
1.5%	\$488	\$497	\$ 502
2.0%	\$650	\$663	\$ 670
2.5%	\$813	\$829	\$ 837
3.0%	\$975	\$995	\$ 1,005
3.5%	\$1,138	\$1,161	\$ 1,172
4.0%	\$1,300	\$1,326	\$ 1,340
4.5%	\$1,463	\$1,492	\$ 1,507
5.0%	\$1,625	\$1,658	\$ 1,674
5.5%	\$1,788	\$1,824	\$ 1,842
6.0%	\$1,950	\$1,989	\$ 2,009
6.5%	\$2,113	\$2,155	\$ 2,177
7.0%	\$2,276	\$2,321	\$ 2,344
7.5%	\$2,438	\$2,487	\$ 2,512
8.0%	\$2,601	\$2,653	\$ 2,679
8.5%	\$2,763	\$2,818	\$ 2,847
9.0%	\$2,926	\$2,984	\$ 3,014
9.5%	\$3,088	\$3,150	\$ 3,181
10.0%	\$3,251	\$3,316	\$ 3,349
10.5%	\$3,413	\$3,482	\$ 3,516
11.0%	\$3,576	\$3,647	\$ 3,684
11.5%	\$3,738	\$3,813	\$ 3,851
12.0%	\$3,901	\$3,979	\$ 4,019
12.5%	\$4,064	\$4,145	\$ 4,186
13.0%	\$4,226	\$4,311	\$ 4,354
13.5%	\$4,389	\$4,476	\$ 4,521
14.0%	\$4,551	\$4,642	\$ 4,688
14.5%	\$4,714	\$4,808	\$ 4,856
15.0%	\$4,876	\$4,974	\$ 5,023
15.5%	\$5,039	\$5,139	\$ 5,191
16.0%	\$5,201	\$5,305	\$ 5,358
16.5%	\$5,364	\$5,471	\$ 5,526
17.0%	\$5,526	\$5,637	\$ 5,693

**ARTICLE XVII
FRINGE BENEFITS**

The Board shall provide without cost to the employee, the following insurance protection for a full twelve (12) month period:

- A. Health Insurance: The employee may elect full family MESSA SUPERCARE I, XVA2 including preventive care with \$100/200 deductible and \$5/10 prescription co-pay for the employee and his/her eligible dependents as defined by the carrier and its underwriter.

EXCEPTIONS:

1. No dual coverage will be permitted.
 2. The Board shall provide each employee not taking health insurance an additional one hundred dollars (\$100) each month.
- B. Dental Insurance: The Board agrees to provide without cost to each bargaining unit member, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:
1. Employees who are covered as a dependent under an employer paid dental insurance plan shall have Plan C-05 (Class 1/11/111 at 50/50/50 with seven hundred dollar (\$700) maximum) with internal and external coordination of benefits to one hundred percent (100%).
 2. All other employees shall be covered by Plan E-007 (80/80/80 with thirteen hundred dollars (\$1,300) maximum).
- C. Life Insurance: Term life insurance in the amount of thirty-five thousand dollars (\$35,000), will be provided to the teacher with benefits payable to a designated beneficiary. Said policies shall include AD & D and waiver of premium coverage. Those employees not electing health insurance under provisions of this Agreement shall receive an additional \$5,000 life insurance protection.
- D. Long Term Disability Insurance: The Board shall provide LTD insurance that includes benefits payable upon the 90th calendar day of disability at sixty-six and two-thirds percent (66 2/3%) of annual contractual salary with a maximum monthly payment of five thousand dollars (\$5,000). When a teacher is eligible for LTD, he/she must go on LTD.

Offsets - Any amounts of income paid or payable to the insured employee under Workers' Compensation, Teacher Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of any other group disability income plan.

- E. Optical Insurance: The Board shall provide without cost to the employee MESSA Vision Care Plan III including internal and external coordination of benefits (COB) for all

employees and their eligible dependents as defined by MESSA. This coverage will continue in force for the duration of this Agreement.

F. General:

1. There shall be an open enrollment period each year from September 1 - October 1. The Board shall provide insurance forms and applications to each employee upon employment. It shall be the employee's responsibility to return completed forms to the Central Office in compliance with designated deadlines for insurance to become effective.
2. In the event an employee is terminated, goes on an unpaid leave, resigns or qualifies for LTD during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. Coverage shall extend at least thirty (30) days after one of the named events occurs. Coverage for Life, Dental and Vision shall extend for at least ninety (90) days after the beginning of LTD. Coverage for Health only shall extend for twelve (12) months after the beginning of LTD. All coverages shall terminate upon the death or retirement of the employee.
3. An employee who completes his/her contractual obligation for the school year shall be entitled to a full twelve (12) months coverage.
4. A teacher may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier.

ARTICLE XVIII
SCHOOL CALENDAR

2003-2004

August 19-21	Optional PD Days
August 22	1st Required Day for Teachers
August 25	1st Day for Students (1/2 day K-8 only)
Aug. 29-Sept. 1	Labor Day Vacation - No School
October 10	Professional Development – No Students
November 27-30	Thanksgiving Vacation – No School
December 22	Teacher Comp Day – No School
Dec. 23-Jan. 4	Holiday Vacation - No School
January 16	High School Only – ½ Day Scheduled for Exams
January 19	Martin Luther King Day – No Students
February 13-16	Mid-Winter Break (Presidents’ Day) – No School
March 12	Professional Development – No Students
April 9-18	Spring Break - No School
May 31	Memorial Day - No School
June 17	Last Day ½ Day for All Students
June 18	Required Teacher Work Day
June 21	Optional Teacher Work Day

Student Days - 188
Teacher Days – 198

SCHOOL CALENDAR

2004-2005

August 18-20	Optional PD Days
August 23	1st Required Day for Teachers
August 24	1st Day for Students (1/2 day K-8 only)
Sept. 3-6	Labor Day Vacation - No School
October 8	Professional Development – No Students
November 25-28	Thanksgiving Vacation – No School
December 22	Teacher Comp Day – No School
Dec. 23-Jan. 2	Holiday Vacation - No School
Mid-January	High School Only – ½ Day Scheduled for Exams
January 17	Martin Luther King Day – No Students
February 18-21	Mid-Winter Break (Presidents' Day) – No School
March 25-Apr. 3	Spring Break - No School
April 29	Professional Development – No Students
May 30	Memorial Day - No School
June 15	Last Day ½ Day for All Students
June 16	Required Teacher Work Day
June 17	Optional Teacher Work Day

Student Days - 188

Teacher Days - 198

GOODRICH AREA SCHOOLS
PAYROLL SCHEDULE
2006-2007 SCHOOL YEAR

PAY #	PAY DATE		PAY PERIOD (MON-SUN) (Hourly Pay Only)	TURN IN TO PAYROLL	
1	July 7, 2006		6/12 ~ 6/25	06/26/06	
2	July 21, 2006		6/26 ~ 7/09	07/10/06	
3	August 4, 2006	TEACHER PAYROLL	7/10 ~ 7/23	07/24/06	
4	August 18, 2006		7/24 ~ 8/06	08/07/06	
5	September 1, 2006	1	8/07 ~ 8/20	08/21/06	
6	September 15, 2006	2	8/21 ~ 9/03	09/05/06	
7	September 29, 2006	3	9/04 ~ 9/17	09/18/06	
8	October 13, 2006	4	9/18 ~ 10/01	10/02/06	
9	October 27, 2006	5	10/02 ~ 10/15	10/16/06	
10	November 10, 2006	6	10/16 ~ 10/29	10/30/06	
11	November 22, 2006 WED	7	10/30 ~ 11/12	11/13/06	
12	December 8, 2006	8	11/13 ~ 11/26	11/27/06	
13	December 22, 2006	9	11/27 ~ 12/10	12/11/06	
14	January 5, 2007	10	12/11 ~ 12/24	12/25/06	
15	January 19, 2007	11	12/25 ~ 01/07	01/08/07	
16	February 2, 2007	12	1/08 ~ 1/21	01/22/07	
17	February 16, 2007	13	1/22 ~ 2/04	02/05/07	
18	March 2, 2007	14	2/05 ~ 2/18	02/19/07	
19	March 16, 2007	15	2/19 ~ 3/04	03/05/07	
20	March 30, 2007	16	3/05 ~ 3/18	03/19/07	
21	April 13, 2007	17	3/19 ~ 4/01	04/02/07	
22	April 27, 2007	18	4/02 ~ 4/15	04/16/07	
23	May 11, 2007	19	4/16 ~ 4/29	04/30/07	
24	May 25, 2007	20	4/30 ~ 5/13	05/14/07	
25	June 8, 2007	21	5/14 ~ 5/27	05/28/07	
26	June 22, 2007	22	5/28 ~ 6/10	06/11/07	
1	July 6, 2007	TEACHER SUMMER PAYS	23	6/11 ~ 6/24	06/25/07
2	July 20, 2007		24	6/25 ~ 7/08	07/09/07
3	August 3, 2007		25	7/09 ~ 7/22	07/23/07
4	August 17, 2007		26	7/23 ~ 8/05	08/06/07
5	August 31, 2007			8/06 ~ 8/19	08/20/07

**ARTICLE XIX
MISCELLANEOUS**

- A. No Strike - No Lock Out - Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of the Agreement.
1. Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Board unless the Board fails to implement an arbitration award.
 2. Therefore, the Board agreed that it will not, during the period of this Agreement, directly or indirectly lock out any employees.
- B. Printing of Agreement - Copies of this agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board or considered for employment.
- C. The Board and the Association agree to the importance of the Concept of School Improvement. They further agree that District and Buildings Plans must not violate the terms and conditions of the agreement and both parties agree to work improving the schools to that end.

**ARTICLE XX
ENTIRE AGREEMENT - DURATION OF AGREEMENT**

- A. Entire Agreement - This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This agreement is subject to amendment, alternation or additions, only by a subsequent written agreement between and executed by, the Board and the Association. The waiver of any breach, term of condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This agreement shall be effective as of August 1, 2003 and shall continue in effect for two (2) years until July 31, 2005. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Local 10 MEA/NEA (Goodrich Unit)

Goodrich Board of Education

by _____

by _____

by _____

by _____

Date this _____ day of _____, 20_____

APPENDIX "A"
to the agreement between
THE BOARD OF EDUCATION, GOODRICH AREA SCHOOLS
AND LOCAL 10 MEA/NEA (GOODRICH UNIT)

20__/20__
TEACHER EVALUATION
GOODRICH AREA SCHOOLS

Teacher _____ Status: Tenure ___ 1 year ___ 2 years ___ 3 years ___ 4 years

Building _____ Position _____

Date of Observation: _____

- S Satisfactory
- N Needs Improvement
- NA Not Applicable

SUBJECT MATTER CONTENT/METHODOLOGY

	S	N	NA
1. Exhibits a sound background and understanding of the subject matter required of the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps abreast of current theory and practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Responds satisfactorily to questions posed by students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Stimulates interest in subject area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Utilizes a variety of teaching and learning techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Learning objectives well defined and clear to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Addresses individual student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well prepared for lessons.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Utilizes instructional time appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: _____

ACTION NEEDED TO CORRECT AREAS RATED "NEEDS IMPROVEMENT": _____

CLASSROOM MANAGEMENT

	S	N	NA
1. Organizes classroom routines/activities in an efficient manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Keeps accurate records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Respects and encourages student input.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Promotes a friendly environment which is conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Handles discipline according to the district/building policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: _____

ACTION NEEDED TO CORRECT AREAS RATED "NEEDS IMPROVEMENT": _____

INTERPERSONAL RELATIONSHIPS

	S	N	NA
1. Exhibits positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Willing to give and receive assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Respects the rights and dignity of others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Shows interest in student academic and social growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Maintains positive home-school relations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: _____

ACTION NEEDED TO CORRECT AREAS RATED "NEEDS IMPROVEMENT": _____

SUMMARY

EVALUATOR'S NARRATIVE REMARKS: _____

TEACHER RESPONSE: _____

SATISFACTORY UNSATISFACTORY

EVALUATOR _____ TEACHER _____
Signature Signature

_____ _____
Date Date

The Evaluator's signature indicates the person responsible for conducting the evaluation. The Teacher's signature indicates that he/she has read the evaluation. The teacher has the option to attach a letter of response and/or comments regarding professional growth.