

**AGREEMENT**

**BETWEEN**

**GOODRICH AREA SCHOOL DISTRICT**

**AND**

**GOODRICH EDUCATION ASSOCIATION,**

**MEA/NEA**

**2017-2018**

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## **PREAMBLE**

The Collective Bargaining Agreement hereinafter called the "Agreement" is entered into this 16th day of September, 2013, by and between the Board of Education of the Goodrich Area School District, Goodrich, Michigan, hereinafter referred to as the "Board", and the Goodrich Education Association, MEA/NEA, 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 staff; and

WHEREAS, the Board recognizes the educational expertise 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) the Goodrich Education Association, MEA/NEA 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, substitutes, adult high school completion or community education personnel, aides, office and clerical, custodial, maintenance, kitchen and transportation personnel and all other employees. The term "teacher" as used herein shall include certified teachers subject to the Michigan Teachers' Tenure Act and the term "ancillary staff" refers to non-certified professional employees within the bargaining unit who are not subject to the Michigan Teachers' Tenure Act. The term "unit employee" refers to all 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.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan general school laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE II

### PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the unit employee, the Board shall deduct from the salary of any such unit employee 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. The parties will meet to discuss negotiations for a new agreement covering wages, hours, terms and conditions of employment by the first of March preceding the expiration date of the agreement.
- 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 voluntarily 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 misapplication 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 "unit employee" 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 unit employee 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<sup>st</sup>, 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. GRIEVANCE STEPS:

1. LEVEL ONE - A unit employee 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 grievant. A disposition shall be rendered in writing within ten (10) 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 filed in writing to Level Two within ten (10) days. The Superintendent shall meet with the aggrieved person within ten (10) days following the filing at this level. The written disposition by the Superintendent shall be rendered to the aggrieved person and the Association within ten (10) 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 ten (10) 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 any grounds or to rely on any evidence not previously disclosed to the other party in writing.
5. Before proceeding to arbitration, either party may request a State Mediator in an attempt to resolve the matter. Mediation shall be implemented by mutual agreement of the parties. Should agreement not be achieved through mediation, the grievance may then be moved to the next level.

Unit employees 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:

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 employee.

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 unit employees, the Grievance Committee may process the grievance to 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 will be found in this Agreement in Appendix C.
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, or to elect not to do so. 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 unit employee 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 unit employee 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, his/her failure to join the Association or pay dues to same, 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 request the use of the building facilities under District Procedures without cost, except that the Association shall assume cost of additional employees, if required by Administrative Regulations. No unit employee shall be prevented from wearing insignia pins, or other identification of membership in the Association either on or off school premises, nor shall any unit employee be discriminated against by any party hereto for failure to engage in such activities. Bulletin boards and other established media of communication shall be made available to the Association, and all unit employees.



- 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 its 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**

### **BOARD RIGHTS AND RESPONSIBILITIES**

- 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 unit employee to continue in his/her assignment.
  - 6. Determine the policy affecting the selection, testing, or training of employees.
  - 7. To decide the course of study and the selection of textbooks.

8. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this collective Bargaining 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 unit employees assigned to that building. Said policies become effective upon completion of distribution to unit employees. 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 a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, gender, marital status, sexual orientation, handicap, or membership or lack thereof 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 continuing position vacated by a unit employee, or when a professional position is created which fulfills the definition of a bargaining unit member under PERA, or an assignment which has been filled by a substitute for a complete semester. When training is required for new programs, it shall be made available to teachers who are certified and highly qualified 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 sent to all unit employees by district email.
- D. Any unit employee who is qualified under state guidelines may apply.
- E. Extra-curricular postings (vacancies) are addressed under Extra Duty Assignments and Salaries.
- F. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its unit employees as well as the educational needs of the building. Request by a unit employee 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 highly qualified status. Such requests shall be renewed annually to assure active consideration.
- G. INVOLUNTARY TRANSFER:
1. An involuntary transfer is defined as a reassignment of an ancillary staff member from one building in the district to another. When it appears that an involuntary transfer of ancillary staff may be necessary, volunteers from among those ancillary staff qualified and licensed will be sought. If no volunteers of ancillary staff 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 ancillary staff 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

### **EMPLOYEE SENIORITY, LAY-OFF AND RECALL CONDITIONS & ANCILLARY STAFF 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 unit employees hired prior to August 31, 1982, seniority date is defined as the month of the first day worked. For unit employees 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 and 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 unit employees 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 experience outside the district, number of hours of graduate credit earned beyond a bachelor's degree, certification, majors, minors (if highly qualified), current assignments, and leave status shall be published and posted conspicuously in all buildings in the district by November 15<sup>th</sup> of each school year.
- Individuals and the Association shall have ten (10) 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. Unresolved challenges may be referred to the grievance procedure. 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 President and Secretary.

- C. All seniority is lost when employment is severed by resignation, retirement, and discharge for cause. However, seniority is retained if severance of employment is due to lay-off. In the cases of lay-off, unit employees 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 the retention of seniority status, extra-duty status and recall rights as noted below.
- E. Any school year bargaining unit employee who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal work year to a position with the same or more hours of work, shall be obligated to reimburse the District the amount of unemployment compensation collected during the summer months. The District is authorized to obtain repayment through a payroll deduction of the appropriate amount in equal payments over the entire year.

**ANCILLARY STAFF ONLY:**

- F. If it becomes necessary to reduce ancillary staff, the following lay-off and recall procedures shall apply:
  - 1. By April 1<sup>st</sup> of each school year the Board will inform the Association in writing as to whether or not ancillary staff layoffs will be necessary. Said communication shall include a list of positions to be eliminated, should it be necessary. By April 15<sup>th</sup>, the Board and Association will meet to discuss the actual ancillary staff to be laid off.
  - 2. When determining the above list, factors to be considered will include retirements, resignations, leaves, return from leaves, and others.
  - 3. The lowest senior ancillary staff will be laid off first, unless there is no more-senior ancillary staff who is certified and qualified under state guidelines to hold the position. No transfer, voluntary or involuntary, shall be made which would result in the layoff of a higher senior ancillary staff unless agreed to by the higher senior ancillary staff. Probationary ancillary staff may be retained if no ancillary staff are certified and qualified for the available position(s).
  - 4. Ancillary staff to be laid off shall be notified by their respective building principal, privately, pending Board action, by May 1<sup>st</sup>. Once Board action has been taken, ancillary staff will be so notified in writing.
- G. When a vacancy occurs, the following procedures shall apply:
  - 1. The most senior ancillary staff who is certified and qualified to hold the position shall be recalled first. The process shall be handled in such a manner as to leave on layoff status only those ancillary staff who are less senior or are not certified and qualified for the positions which are being filled.

2. The Board shall notify each ancillary staff who is being recalled in writing, with a copy going to the Association President on the same day. When school is not in session for the summer, notice will be sent by "return receipt requested" to the last known address on file in the Superintendent's office.
3. Refusal of an offer for a full time position for which the ancillary staff is certified and qualified or failure to accept the recall notice in writing with ten (10) calendar days of postmark shall be just cause for termination. Bargaining unit employees who anticipate being unavailable for a period of time may leave written notice with the District, prior to departure, indicating their intent to accept a recall notice if so offered.
4. At the time of recall and if an ancillary staff is under contract to another Michigan Public School District, the ancillary staff may reject the recall notice and remain on the layoff list for one additional school year or the remainder thereof (whichever is less). At that time, refusal of a position for which the ancillary staff is certified and qualified would terminate the ancillary staff's employment with the district.

## ARTICLE IX

### PROFESSIONAL BEHAVIOR

- A. Unit employees shall comply with reasonable written rules, regulations, and directives from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a unit employee may refuse to carry out an order which threatens his/her physical safety, the safety of his/her peers, is professionally demeaning or is illegal.
- B. Both parties recognize willful deficiencies in professional performance or other violations of discipline by a unit employee reflect adversely upon the profession and create undesirable conditions in the school building. Alleged breaches of discipline or performance shall be promptly reported to the offending unit employee.
- C. A unit employee 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 unit employee 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 unit employee shall have the right to be forewarned in writing and have a representative of the Association present.

Furthermore, if, in a meeting between a unit employee and an administrator, a problem arises which causes the unit employee to request an Association representative, one shall be made available.

- D. No official records concerning an unit employee may be kept elsewhere than in the employee's personnel file in the Personnel Office (except for grievance records).
- E. Any disciplinary actions, up to and including written reprimand, shall be removed two (2) years from date of occurrence provided that no subsequent or related infractions have occurred during that time, or as required by law, excluding records of unprofessional conduct as defined within section 380.1230b of the Michigan Revised School Code.
- F. Each unit employee shall have the right, upon request, to review the contents of his/her own personnel file as provided by law (PA 397 of 1978). The unit employee may bring a representative of the Association. Twenty-four (24) hour advance notification is required.
- G. A complaint made against a unit employee by any parent, student, or other person, shall be discussed with the unit employee within three (3) school days of receipt. Under no circumstance will an unsubstantiated complaint of any kind be assumed to be a matter for discipline of the unit employee simply because a complaint is received. It shall be the responsibility of the administrator to bring the concern and the name of the person who lodged the complaint to the attention of the unit employee. As much as possible, it shall be the intent of the parties to resolve conflicts and misunderstandings by having the persons closest to the situation attempt to resolve the matter. The unit employee will be completely briefed on the nature of the concern that was lodged and generally will, with administrative support, be urged to contact the person or persons to be able to fully discuss the matter.

**ANCILLARY STAFF ONLY:**

- H. No ancillary staff shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation asserted by the Board or its representative(s) shall be subject to the professional grievance procedure. All information forming the basis for disciplinary action will be made available to that ancillary staff and the Association. This section complies with Article IV, Section 1.(1) or PA 100 of 2011.
- I. 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 of ancillary staff. Any disciplinary action taken against an ancillary staff will be appropriate to the action which precipitated the discipline. Severe breaches of professional behavior may result in discipline which may not follow the above sequence; however, the penalty shall be appropriate to the misconduct.

All reprimanding and disciplining of ancillary staff shall be done in person. If an ancillary staff is to be reprimanded or suspended by an administrator, he/she shall be informed in advance of the purpose.

- J. An ancillary staff employee 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. The ancillary staff may respond, in writing, within ten (10) school days from receipt of such materials. Such responses shall be placed in the ancillary staff member's personnel file. All written warnings and reprimands shall contain notice that each shall be placed in the ancillary staff's personnel file. Distribution of copies shall be noted on the original.
- K. The parties recognize that not all concerns and matters of misunderstandings get resolved and, should additional procedures be necessary to explore, the following procedure shall take place:
1. The administrator shall approach the complaining party and indicate that a meeting will be scheduled with the unit employee, the administrator, and said party to further explore the matter and attempt to reach resolution.
  2. The complaining party must reduce the concerns to writing prior to the meeting and submit said document to the administrator and the unit employee. The unit employee shall also submit a written report to the Association and to the Board or designee describing the matter.
  3. If the complaining party refuses to participate at this level the matter is considered dropped as to the unit employee unless there is a preponderance of evidence that a law has been violated or Board Policy has been breached. It shall be the responsibility of the administrator to carry out any necessary investigation should there be evidence of the foregoing having occurred. Any investigation shall be conducted within the guidelines of procedural due process and just cause. Rumor, innuendo, and hasty generalizations lodged by members of the public do not constitute a formal complaint.

## **ARTICLE X**

### **DISCIPLINE OF STUDENTS AND LEGAL PROTECTION OF UNIT EMPLOYEES**

- A. Since the unit employee's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the unit employee, the Board recognizes its responsibility to give all reasonable support and assistance to unit employees 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 unit employee, to see that appropriate services are provided.
- B. Any case of assault upon a unit employee which is job-related shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the unit employee of his/her rights and obligations with respect to



such assault and shall render reasonable assistance to the unit employee 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 unit employee for any losses, damage or destruction of clothing or personal property of the unit employee. Time lost by a unit employee in connection with any incident mentioned herein will not be charged against the unit employee. 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 unit employee is complained against or sued by reason of disciplinary action consistent with the district's policy, taken by the unit employee against a student, the Board will provide legal representation.
- D. A unit employee 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 unit employees are expected to follow.
- F. A unit employee 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 unit employee will furnish to the principal, as promptly as his/her obligations will allow, the 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 unit employee 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 unit employee from the principal or in his/her absence, from office personnel.
- G. Suspension in excess of 24 hours 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 unit employee, who while on duty, suffers loss, damage or destruction of clothing or personal property of the unit employee 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 unit employees 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 unit employees 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**

### **ANCILLARY STAFF EVALUATION PROCEDURE**

The purpose of evaluation shall be to assist the ancillary staff in improving professional status and ancillary staff effectiveness. All ancillary staff evaluations shall be done with full knowledge of the ancillary staff, and performance expectations will be clearly articulated to the ancillary staff in advance.

#### **A. PROBATIONARY ANCILLARY STAFF**

1. Each probationary ancillary staff shall be provided with an Individualized Development Plan (I.D.P.) developed by appropriate administrative personnel in consultation with the ancillary staff and mentor using the format developed by the evaluation committee.
  - a. Probationary ancillary staff will be assigned a mentor by the Principal by September 30<sup>th</sup> or within one month of their hire date. The Principal will take into consideration the wishes of both mentor and probationary ancillary staff in making this assignment. *Mentoring is voluntary.*
  - b. Mentors will not have input into the content of an ancillary staff's evaluation. All comments made about an ancillary staff's performance or other factors relative to his/her employment will be confidential and for the private use of the mentee.
2. Each probationary ancillary staff 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 ancillary staff shall have two (2) days' notice. In case of postponed visits, the visit may be held with one day's notice.

7. An ancillary staff hired by the District who has acquired tenure in another Michigan School District shall be required to serve 2 years of satisfactory performance before completing probationary period in Goodrich.
8. At least sixty (60) days before the close of each school year (June 30<sup>th</sup>), the Board shall provide the probationary ancillary staff with a definite written statement as to whether or not his/her work has been satisfactory.
9. Should it be necessary to terminate said ancillary staff, notice of such intent shall be provided, in writing, no less than sixty (60) days before the end of the school year. The written statement will reference those areas in the evaluation that were unsatisfactory.
10. These notice provisions do not apply when probationary ancillary staff are laid off due to economic reasons.

The approved evaluation forms shall be used unless an ancillary staff has received a less than satisfactory (i.e. effective) performance evaluation, in which case:

11. The ancillary staff shall be provided with an I.D.P. developed by appropriate administrative personnel in consultation with the ancillary staff.
  12. A subsequent evaluation for the ancillary staff 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 ancillary staff's progress in meeting the goals of his/her I.D.P.
  13. When an ancillary staff has a concern regarding the evaluation, he/she may, within ten (10) days of receiving the written evaluation, request that a second administrator do an observation, which will also be included in the ancillary staff's personnel file.
- B. The evaluation form to be used is found on the District's website. The evaluator will clearly indicate whether the performance is highly effective, effective, minimally effective or ineffective on the evaluation form. The content of the evaluation is not subject to the grievance procedure unless the ancillary staff member feels that comments were based on information not known to the ancillary staff, or comments included have no foundation in fact. If there are areas of concern that might result in an unsatisfactory evaluation, the ancillary staff will be notified and given an opportunity to improve prior to the final evaluation.

## ARTICLE XII

### EMPLOYEE HOURS

- A. The unit employee's week shall consist of seven and half (7.50) hours per day, with the day beginning no earlier than 8:00 a.m. for K-5 employees and 7:15 a.m. for 6-12 unit employees.

- B. In the elementary schools, two (2) half days per semester may be scheduled for parent-teacher conferences while the middle and high school are in session.
- C. Unit employees will remain longer when requested in order to attend to those matters which require attention. Parent conferences, staff meetings, and principal conferences are to be considered sufficient reasons to remain longer. In addition, staff meetings may also be held after or prior to regular work hours, but will be held to a maximum of 90 minutes per month. Staff meetings will have an agenda stated on the notification and will be for the purpose of conducting building business, but will not be held for purposes of allowing businesses to solicit patronage. Attendance is expected, though principals may excuse unit employees who have a previous commitment or other reasons acceptable to the principal.

Unit employees may also be required to remain for announced meetings, the necessity of which has been created by an immediate need in the building. An example would be to share needed information or training necessary for the protection of students or staff.

On Fridays and the days preceding holidays or vacations, the unit employees are permitted to leave after the school busses have left.

- D. All unit employees 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 seventy-five (275) minutes of unassigned preparation time per week. In grades K-8, 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-B of this Agreement.
  2. The normal weekly teaching load at the middle school level will be twenty-five (25) teaching or supervision periods and five conference/planning periods. The normal daily teaching load for teachers at the high school level will be three (3) teaching or supervision blocks if block scheduling is in place, or a weekly teaching load of twenty-five (25) teaching or supervision periods and five conference/planning periods if a six-period day is in place. When a teacher has a block/Gen-Net instructional combination that results in an extended day, he/she will be compensated at a pro-rated per diem rate.
  3. Unless the Association and administration otherwise agree, 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.

5. For all unit employees who are required to work between buildings and/or travel on their prep time, they will be compensated for mileage and/or lost prep time. See Appendix H.
- F. K-5 teachers will have a one hour block at lunch which will consist of 30 minutes planning and 30 minutes of duty-free lunch. This planning time will count toward the total time in E above.
- G. All employees of the bargaining unit shall have the same yearly schedule and the equivalent in preparation time as a classroom teacher.
- H. If school is closed due to circumstances beyond the control of the administration, unit employees will not be required to work, but will suffer no loss of pay. If the District is required under state law to make up days missed for this reason, then unit employees will work that required amount of time without additional pay.  
If school is in session and students are sent home due to problems as in H above, unit employees may be required to remain in an unaffected area.
- I. Unit employees may participate on a voluntary basis in a shared-time program subject to the following conditions:
  1. The unit employee, in cooperation with the building administrator, must be able to identify another certified, qualified unit employee from the current staff or the list of laid-off unit employees.
  2. Unit employees agreeing to share an assignment must meet with the building administrator to outline agreed upon responsibilities and schedules.
  3. The shared-time program must be for the duration of the school year.
  4. Unit employees in this program will receive compensation at one-half (1/2) of their scheduled annual salary according to the salary schedule.
  5. Each unit employee in this program will receive one-half (1/2) the fringe benefits with the option to buy the remaining coverage at the group rate.
  6. Both unit employees 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 POSITIONS
  1. Unit employees 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 unit employees, 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 unit employee elects to pay for the remaining portion.
  3. Part-time unit employees will receive full seniority credit.

4. Unit employees will be considered part time by whatever ratio their pay is prorated.

- K. The mentoring process will include, but not be limited to, the following:
1. Policies and procedures
  2. Classroom management
  3. Instruction
  4. Communication

Mentors will schedule meetings with mentees as necessary. Mentors will be compensated at a rate of curriculum pay, up to 15 hours. Additional hours may be requested through the building Principal.

The form in Appendix G will be used to document meetings. This form should be submitted by June 1st to the building Principal.

### ARTICLE XIII

#### **TEACHING LOADS AND ASSIGNMENTS**

- A. Unit employees 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 unit employee and notification to the Association. Teachers whose teaching day extends beyond or starts before the regular teaching day because of teaching an extra load as above, will be paid at that same rate listed above. No additional prep time or benefits will be given, nor are they implied in any way.
- B. Ancillary staff will be assigned to positions for which they are qualified according to state guidelines, except in cases of emergency or as provided by law, 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 ancillary staff 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 education profession. The Board therefore agrees to keep the schools reasonably and properly equipped and maintained.
- D. The parties agree that in the class size shown at the end of this Article, 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. Efforts shall be made to assign students to sections of a grade or subject in a manner which provides for an equalized student distribution by number and academic ability among those teachers involved. At the elementary level the class size shall be adjusted prior to the end of the 2<sup>nd</sup> full week of school and at the secondary level the class size shall be adjusted within two full 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 Association and the teacher(s) of the class(es) involved to find an equitable solution to the problem. If another resolution cannot be reached Teachers will be paid \$57.00 per student per hour per semester. \*Class overages do not apply to secondary music classes.
- G. For teachers giving up their planning period to teach an additional class during one semester, an off schedule stipend of \$2,000 will be paid. Teachers with an additional class during the first semester will be paid on the first paycheck of December. Teachers with an additional class during the second semester will be paid on the first paycheck of May. For teachers giving up their planning period to teach an additional class both semesters, an off schedule stipend totaling \$4,500 will be paid. The first of two payments, \$2,000 with the first paycheck of December. The second payment of \$2,500 with the first paycheck of May.
- H. The District will maintain a list of substitutes. The list will be made known to teachers, if requested. The District reserves the right to assign substitutes to classrooms, but will attempt to fill particular teacher requests, especially for absences of longer duration.
- I. All ancillary staff members shall be given notice of their tentative assignments for the forthcoming school year no later than June 1<sup>st</sup> of that year. In cases where the necessity to make changes arises after the date, the ancillary staff members affected will be notified by mail of the change as early as possible.
- J. Assignment of student teachers shall be made only with a teacher's consent.
- K. 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.
- L. Teachers assigned to serve as acting principal shall be relieved of regular classroom duties during absence of the principal.

M. CLASS SIZE

<i>Class or Grade</i>	<i>Recommended Class Size (Column A)</i>	<i>Suggested Maximum Class Size (Column B)</i>
Developmental Kindergarten	18	20
Elementary K - 2 <sup>nd</sup>	22	25
3 <sup>rd</sup>	25	27
4 <sup>th</sup> - 5 <sup>th</sup>	25	30
Secondary Physical Education	25	50
Special Education	Legal Compliance	
Remaining Education Classes 6 <sup>th</sup> - 12 <sup>th</sup>	25	30

\*Class size restrictions do not apply to secondary music.

**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 illness and disability.
1. Unit employees 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. Unit employees will not be penalized if, in cases of emergency, they are unable to follow the procedure. Once a unit employee has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute without further contact with the unit employee involved.
  2. If the administration feels that the unit employee is abusing the use of leave days, a unit employee may be asked to provide medical verification according to the following procedure:
    - a. If the unit employee has a pattern of absences, the Board shall provide written notification of suspected abuse, including the reason for such, and the unit employee may be asked to submit verification of future illnesses which seem to follow the same pattern.



- b. If a unit employee is absent five (5) or more consecutive days, verification of illness may be requested.
  - c. Verification shall mean a written statement from a physician or other licensed practitioner that supports the unit employee's inability to report for work. Verification need not contain private medical information.
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 and/or other relatives. Up to three (3) of those leave days may be used for the death/funeral of a close friend. Verification may be required.
4. Unit employees will receive twelve (12) Paid Time Off days, hereinafter called PTO days. Any unused days will be converted to sick days the following year. These days, PTO or sick, may not be used on the day prior to or following any scheduled, recess, vacation, or the first or last day of a semester. This provision can be waived for extraordinary circumstances with approval of the Superintendent.
5. The Board of Education shall, at the beginning of each school year, provide in writing, to each unit employee, a statement stating the total number of illness and disability hours he/she has accumulated.
6. The Board of Education shall pay to such unit employee 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 unit employee's illness and disability leave.
7. Definition of one-half (1/2) day for purposes of attendance accounting will be the midpoint of the unit employee's day, realizing that someone sick who leaves school will only have to take one-half (1/2) sick day.
8. Unit employees who are assigned to less than a full load shall receive leave days in direct proportion to 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. Unit employees 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. 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 unit employee must have donated the prescribed amount of his/her allotted sick days to the sick bank (see bank donations).

- c. Bank donation – Each unit employee 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 unit employee 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.
- h. 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.
- i. APPLICATION FOR USE:
  - (1) 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 which is due to a serious health condition of the member as defined by the Family Medical Leave Act. (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 certification by health care provider (the FMLA form) regarding the nature of the illness. A copy of the request (excluding the certification form) shall be forwarded to the Association Vice President by the member applying for the days.
  - (2) A list of sick bank members shall be sent to the local Vice President within thirty (30) calendar days after the beginning of the second semester.

- (3) Use of the sick bank is intended for a serious health condition of the employee.
- (4) 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. Members who have used more than 10 days of sick bank will be required to repay days remaining at the end of subsequent year(s). Payment shall continue to be deducted each year until the complete debt is repaid for the first year of the sick bank use. If the bank is used a second time, the member will repay five (5) days of the following year's sick time allotment. (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 and the application will reflect this obligation). Individual unit employees may donate from their own days to another unit employee who is retiring with a balance of days owed to the sick bank. (See Appendix F)
- j. The Association Vice President shall meet with the Personnel Office employee designated to administer the sick bank three times a year to review sick bank usage: by October 31, January 31 and June 30. Any concerns will be reported to the Superintendent and Association President.

**B. ALTERNATIVE CAREER LEAVES:**

The term "qualified" in this section shall refer to the highly qualified standards as recognized by the State of Michigan.

1. The Board shall grant a voluntary leave of absence upon request to a unit employee without pay or fringe benefits for a purpose(s) not enumerated in this Agreement. Unit employees may take a 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 unit employee, provided that a certified and qualified replacement is available. Such leaves will not be granted for the purpose of teaching in another school district. Leaves requested after August 1<sup>st</sup> may be denied.
2. The unit employee 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 and as provided by COBRA.
3. Any unit employee who has been granted two (2) consecutive years leave under this provision shall return to employment status or be terminated. No more than one such leave will be granted to any individual unit employee.
4. These provisions shall apply to any unit employee on employment status. Unit employees on lay-off may apply for such leaves within thirty (30) days of the effective date of lay-off.

C. FAMILY MEDICAL ACT LEAVE

1. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act ("FMLA") for the purposes permitted by the FMLA. Such purposes include:
  - a. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
  - b. Because of a serious health condition of a teacher's spouse, child or parent;
  - c. Because of a teacher's own serious health condition.
  - d. A qualified employee who is the spouse, son, daughter, parent, or next of kin to a member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list for a serious injury or illness, may also take up to 26 weeks of leave to care for that member of the Armed Forces.
  - e. A qualified employee may take FMLA leave up to 12 weeks in response to a covered family member's "qualifying emergency," that arises out of a call to active duty service in support of a contingency operation.
2. For FMLA leave purposes, the terms "child" and "parent" shall be as defined in the FMLA and/or its applicable regulations. As currently defined, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a teacher standing *in loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability; and the term "parent" means a biological parent or an individual who stood *in loco parentis* to the teacher when the teacher was a child. ("Parent" does not include "in-laws.").
3. To be eligible for a FMLA leave, a teacher must have worked for the District: (1) for at least twelve (12) months, and (2) for at least 1250 hours during the past twelve (12) month period.
4. Teachers seeking to use FMLA leave shall provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable.
5. Teachers seeking to use (and/or using) FMLA leave may be required to provide:
  - a. Medical certifications supporting the need for leave due to a serious health condition affecting the teacher or an immediate family member;
  - b. Periodic reports during FMLA leave on the teacher's status and intent to return to work; and/or

- c. Such further medical opinions and/or fitness certification as may be permitted by the FMLA (in accordance with the FMLA).
  6. An FMLA leave may be taken on an intermittent or reduced schedule basis, to the extent permitted and in the manner prescribed by the FMLA, when medically necessary.
  7. Paid sick leave time shall be counted as part of the FMLA leave time when the FMLA leave is used for purposes for which paid sick leave is available and applicable. All other FMLA leave time shall, however, be unpaid.
  8. Limitations found under Section 108 of the FMLA (pertaining to "special rules concerning employees of local educational agencies") shall apply; and the Board reserves all rights conferred upon school districts under the FMLA.
  9. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its applicable regulations; and, in the event of conflict between the provisions of the FMLA and its regulations and the provisions of this Agreement, the provisions of the FMLA and its regulations shall control.
- D. GENERAL LEAVE - A leave of absence for up to one (1) year (except as provided in B 1) shall be granted to any non-probationary unit employee, 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 may 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 unit employee on the salary schedule step held when leave was granted.
- E. SABBATICAL LEAVE - Unit employees 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 unit employee 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 unit employee shall have the obligation to the Board to work or teach for two (2) years in the Goodrich School District or reimburse the district for salary and costs of fringe benefits provided by the Board.

The above leave is suspended for the duration of this one year agreement.

F. Leave of absence with pay, not chargeable against the illness and disability leave allowance, shall be granted when a unit employee 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 unit employee shall be at his/her work or teaching station when court is not in session. This leave is not to be used for self-initiated cases, or for cases where the member has not been subpoenaed or is not required as a necessary witness.

G. RETURN PROCEDURE:

1. Unit employees 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 unit employee returning from a leave of absence shall return to the same or similar position on the basis of seniority, certification and qualifications.
3. All unit employees returning from leave shall be offered positions for which they are certified and highly qualified before any new unit employee is assigned. A unit employee not accepting a full time position for which he/she is certified and highly qualified will be deemed to have severed the employment relationship with the district.
4. A unit employee 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<sup>st</sup> whether he/she desires to return to employment, extend the leave or terminate employment. Unit employees 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 unit employee. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.
5. If a unit employee 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 unit employee.

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, before or after scheduled vacations, in conjunction with personal days, or during parent/teacher conferences. In keeping with the practice of the district, unpaid leave time may still be requested for extenuating circumstances with the approval of the Administration. A maximum of three (3) unit employees per building may use unpaid leave on any given day, to be determined by order of request.

**ARTICLE XV**

**COMPENSATION AND BENEFITS**

- A. Salary schedules are printed in this agreement under Appendix A and reflect a total of 188 days for the term of this contract. These totals will include the equivalent of five (5) professional development days, three (3) records days and two (2) days compensated for open house and parent teacher conferences.
- B. The calendar(s) for the term of this contract, will be set forth in Appendix B.
- C. Teachers who travel between buildings during work hours will be reimbursed for their mileage at the current IRS rate upon submission of the appropriate mileage forms within 15 calendar days of the end of each semester.
- D. Credits must be taken after provisional certification has been received and they must coincide with the teachers' major and minor or related fields or other program which relates to their teaching assignment. 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.
- E. Longevity will be paid as follows:

At the beginning of:	12 <sup>th</sup> year	\$1,650
	15 <sup>th</sup> year	\$1,900
	20 <sup>th</sup> year	\$2,150
	25 <sup>th</sup> year	\$2,450

Such payments shall continue until retirement or termination.

- F. New unit employees entering the systems will be given full credit up to six (6) years for experience in any system. This includes previous work 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 unit employee must have completed all requirements for a certificate prior to his/her entry into the service.

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

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 and be acceptable to the State of Michigan for professional continuing certification.

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.

- G. Unit employees may opt, in writing, at the beginning of each year to receive their pay in 22 or 26 pays. All unit employees will be paid by direct deposit. Both parties agree that for the 2016-2017 school year there shall be a ½ step advancement for members currently on steps. For those members not on steps, a ½% salary increase will occur; Lane advancements remain status quo. Disbursements will occur in either 22 or 26 pays according to the members' payroll allocation.
- H. The Board shall pay registration fees and mileage according to current Board Policy.
- I. Upon retirement or severance, and with ten (10) years of service in Goodrich Area Schools, the Board shall pay to the unit employee thirty-five dollars (\$35) for each accumulated sick day.

**ARTICLE XVI**

**EXTRA DUTY ASSIGNMENTS AND SALARIES**

**EXTRA DUTY COMPENSATIONS:**

Extra duty shall be defined as professional work beyond the school year or school day, or as hourly substituting.

**Extra Duty - Hourly**

The following rates shall apply for hourly substituting and other hourly positions:

			<b>Pay Rate</b>
Student Supervision			15.06
Lunch Supervision ½ hour			8.92
Curriculum Development / Summer School			20.63
Assignments at Athletic Events			10.03
Science Fair Set-up			15.06
Hourly Substituting	Individual per diem rate divided by 6		

**Extra Duty - Athletic and Non-Athletic**

The following procedure shall apply for all extra duty positions, except above-listed hourly work:

1. The Board, in its sole discretion, will determine which positions will be available and what activities will be offered. Assignment to the following positions will not be subject to the grievance procedure, provided the posting process was followed.
2. The Board will post all available positions within the bargaining unit for a period of ten (10) days. Said posting shall contain the qualifications for the position and the application procedure.



3. Should more than one unit employee apply for the position and qualifications are equal, the Board shall select the applicant with the most bargaining unit seniority, excluding non-athletic positions which require a teaching certificate.
4. If no unit employee who applies meets the posted qualifications, the Board will post the position(s) outside of the bargaining unit.
5. The Board shall inform all unit employees who are not selected for a particular position within ten (10) work days of filling the position.
6. Assignments will be for one year, though the Board may choose not to post any position that is not vacant.
7. All extra duty personnel will be reviewed annually in order to identify areas of strengths and areas in need of improvement. This review shall be discussed with the employee to assist in strengthening skills. The Review form will be found in Appendix D.

Athletic:

Placement on this schedule shall be determined by:

1. All past experience in the same sport shall be counted.
2. If two (2) or more coaches are assigned an extra duty athletic position, each shall receive the percentage of pay listed, provided each position was approved by the Board.
3. Amounts listed will be based on percent of the first step of the salary scale (base).

**GROUP 1: FOOTBALL, BASKETBALL**

<u>Years Experience</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Varsity Head	13	14	15	16	17
Varsity Assistant	10	11	12	13	14
J.V. Head	7.5	8.5	9.5	10.5	11.5
J.V. Assistant/9 <sup>th</sup> Head	4	5	6	7	8
MS. Head	2	3	4	5	6
MS. Assistant	1	2	3	4	5

**GROUP 2: VOLLEYBALL, WRESTLING, HOCKEY, TRACK, SOFTBALL, BASEBALL, SOCCER**

<u>Years Experience</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Varsity Head	10	11	12	13	14
J.V. Head/Varsity Assistant/9 <sup>th</sup> Gr.	4	5	6	7	8
MS. Head	2	3	4	5	6
MS. Assistant	1	2	3	4	5

**GROUP 3: CROSS COUNTRY, GOLF, TENNIS, BOWLING**

<u>Years Experience</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
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 4: CHEERLEADING, POM POM**

<u>Years Experience</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
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 Pom	1.5	2	2.5	3	3.5

Non-Athletic / Academic

If more than one position is approved by the Board, then each person shall receive the amount indicated. If persons choose to share the position, then those persons will share the stipend listed.

Amounts listed will be based on percent of the first step of the salary scale (base).

Stipends will be paid the first pay in June once expectations are fulfilled and documentation has been turned in and approved.

Positions listed will be offered yearly at Board discretion.

**Class Sponsors:**

6 <sup>th</sup> Grade	2%
7 <sup>th</sup> Grade	2% or 3% with trip
8 <sup>th</sup> Grade	4% or 5% with trip
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.

15%	HS Band Director	
10%	NHS (2 persons at 5% each) HS/MS Vocal Music (combined) Director	
7%	MS Band Director	
6%	HS/MS Newspaper Student Council (2 persons at 3% each)	
5%	HS Yearbook HS/MS Quiz Bowl HS Play / Musical Director	
4%	Middle School Yearbook (not if a class)	
3%	Art Club High School Chess Club Debate/Forensics Elementary Yearbook French Club Spanish Club LEGO Robotics Robotics Elementary Music concerts	Model United Nations Club SADD Science Olympiad School Store Science Club Small Business Club Literary Magazine Literature Club

Counselors will work a maximum of four (4) days above and beyond the teacher work year. Actual dates of work will be determined by the building principal. If the building principal deems additional days necessary, and those days have been approved by the superintendent, additional days may be added. Counselors will receive their daily rate for each day worked outside the teacher calendar.

## ARTICLE XVII

### FRINGE BENEFITS

The Board shall provide the following insurance protection for August 1, 2017 through June 30, 2018:

- A. **HEALTH INSURANCE:** Existing insurance shall continue through September 30, 2018. Effective October 1, 2017, employees electing medical insurance may elect from the following plans:
- i. MESSA ABC PLAN 1 and HSA, \$1,300/\$2,600, ABC RX;
  - ii. MESSA ABC PLAN 2 and HSA, \$2,000/4,000, ABC RX; and
  - iii. MESSA ABC PLAN 1 and HSA, \$1,300/\$2,600, with 20% co-insurance and ABC Mail.

Effective as of August 1, 2017, the Board shall pay not more than the statutorily-mandated hard cap. In calculating the hard cap, the District should, annually, use the prior hard cap increase as

reported by the State or the current hard cap increase, whichever is less, in calculating the hard cap under PA 152..

**EXCEPTIONS:**

1. No dual coverage will be permitted.
  2. The Board shall provide each employee not taking health insurance \$4,000 annually paid in equal disbursements according to employee's pay schedule.
- 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 Class I/II/III at 50%/50%/50% with seven hundred dollar (\$700) yearly maximum with internal and external coordination of benefits to one hundred percent (100%).
  2. All other employees shall be covered for Class I/II/III by 80%/80%/80% with thirteen hundred dollars (\$1,300) yearly maximum.
  3. For all employees: Class IV (orthodontics) at 80%, thirteen hundred dollars (\$1300) lifetime maximum
- C. LIFE INSURANCE:** Term life insurance in the amount of forty thousand dollars (\$40,000), 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 (straight wait) 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. VISION INSURANCE:** The Board shall provide without cost to the employee MESSA VSP 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. The above listed insurances (Health, Dental, LTD, Life and Vision) may be provided through MESSA as a PAK. The Board reserves the right to provide the same products individually without placing said products in a PAK.**

G. GENERAL:

1. There shall be an open enrollment period each year from May 1 - May 31. 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, or resigns, the Board's share of 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 or for a minimum of thirty (30) days after one of the named events occurs, whichever is a longer time period. When a teacher qualifies for LTD, the District will pay for the Board's share of the insurance coverage for thirty (30) days or until the MESSA waiver of premium starts, whichever comes first.  
  
Coverage for Life, Dental and Vision shall extend for at least ninety (90) days after the beginning of LTD. All coverage shall terminate upon the death or retirement of the employee, except that a newly retired employee may receive insurance benefits until he/she has exhausted the earned year.
3. An employee who completes his/her contractual obligation for the school year shall be entitled to full twelve (12) months coverage. Employees who retire are expected to enroll with the MPSERS insurance coverage within 30 days of the retirement date.
4. A unit employee may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier (COBRA).

**ARTICLE XVIII**

**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. Electronic copies of this agreement shall be sent to all teachers currently employed or newly hired by the Board. Teachers will also be provided with a direct link to its location on the school's website.
- 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.
- D. Any reference to the "Board" or the "Board of Education" herein shall mean, to the extent applicable under Board policy, the Superintendent or his designee.

### **ARTICLE XIX**

#### **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, 2017 and shall continue in effect through June 30, 2018. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Goodrich Education Association**

  
By: \_\_\_\_\_

By: \_\_\_\_\_

Dated this 27 day of November 2017

Negotiators for the GEA

Deborah Gragg  
Kelly Alford  
Eric Peterson  
Thomas Wozniak  
Travis McDowell  
Marty Zmiejko, MEA UniServ

**Goodrich Area Schools Board of Education**

  
By: \_\_\_\_\_

By: \_\_\_\_\_

Negotiators for the Board

Joseph B. Urban, Attorney

## APPENDIX A

Each bargaining unit member eligible for a step increase shall receive 1 step, on schedule, for the 2017-18 School Year.

All bargaining unit members who are "maxed out" (e.g. no longer eligible for step increases) shall receive a one-time \$500.00 off-schedule payment as a stipend with the first payroll of the 2017-18 School Year. The Board shall absorb FICA and retirement costs related to that \$500.00.

The Salary Schedule is set forth below:

### 2017-18 SALARY SCHEDULE

	BA	BA18	BA30/MA	MA18	MA30
0	37,226	39,218	41,316	43,526	45,855
0.5	38,221	40,267	42,421	44,690	47,081
1.0	39,218	41,316	43,526	45,855	48,308
1.5	40,267	42,421	44,690	47,081	49,600
2.0	41,316	43,526	45,855	48,308	50,893
2.5	42,421	44,690	47,081	49,600	52,253
3.0	43,526	45,855	48,308	50,893	53,615
3.5	44,690	47,081	49,600	52,253	55,049
4.0	45,855	48,308	50,893	53,615	56,483
4.5	47,081	49,600	52,253	55,049	57,994
5.0	48,308	50,893	53,615	56,483	59,506
5.5	49,600	52,253	55,049	57,994	61,098
6.0	50,893	53,615	56,483	59,506	62,689
6.5	52,253	55,049	57,994	61,098	64,366
7.0	53,615	56,483	59,506	62,689	66,044
7.5	55,049	57,994	61,098	64,366	67,809
8.0	56,483	59,506	62,689	66,044	69,576
8.5	57,994	61,098	64,366	67,809	71,437
9.0	59,506	62,689	66,044	69,576	73,299
9.5	61,098	64,366	67,809	71,437	75,529
10.0	63,002	66,374	69,924	73,665	77,607

**PAY SCALE BASED ON 188 DAYS**



# APPENDIX B



## GOODRICH AREA SCHOOLS 2017-2018 OFFICIAL SCHOOL CALENDAR

**SCHOOL BEGINS**  
SEPTEMBER 5 (Full Day)

**SCHOOL ENDS**  
JUNE 8 (Half Day)

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	PD/R	PD/R	DPD	
					0	3

September						
S	M	T	W	T	F	S
					N	2
3	N	F	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					19	19

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	LS	19	20	21
22	23	24	25	26	27	28
29	30	31				
					22	22

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	LS	16	17	18
19	20	21	22	N	N	25
26	27	28	29	30		
					20	20

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	N	N	N	N	N	30
31					16	16

**HALF DAYS (Highlighted Yellow):**  
**ALL BUILDINGS**  
 November 22, 2017  
 January 25, 2018  
 January 26, 2018  
 June 7, 2018  
 June 8, 2018

CALENDAR KEY	
F=Student First	
N=No School	
R=Records Day/No Students	
PD=Teacher Professional Development Day/No Students	
C=Comp Day/No Students	
T=State Required Testing Days	
L=Student Last Day	
LS=Late Start Day	

BUILDING SCHEDULES	
<b>Reid Elementary</b>	
Full Day	8:30 - 3:50 p.m.
Half Day	8:30 - 12:20 p.m.
Developmental Kdg	8:30 - 3:50 p.m.
<b>Oaktree Elementary</b>	
Full Day	8:20 - 3:40 p.m.
Half Day	8:20 - 12:10 a.m.
<b>Goodrich Middle School</b>	
Full Day	7:30 - 2:32 p.m.
Half Day	7:30 - 11:00 a.m.
<b>Goodrich High School</b>	
Full Day	7:30 - 2:32 p.m.
Half Day	7:30 - 11:00 a.m.

OPEN HOUSES	
Reid	August 30, 4:30 - 6:30 p.m.
Oaktree	August 30, 4:30 - 6:30 p.m.
Goodrich Middle School	August 29, 5:00 - 7:00 p.m.
Goodrich High School	August 29, 4:00 - 6:00 p.m.

PARENT/TEACHER CONFERENCES	
<b>REID:</b>	
Fall	November 8 & 16, 4:30 - 8:00 p.m.
Spring	April 19, 4:30 - 7:30 p.m.
<b>OAKTREE:</b>	
Fall	November 9 & 15, 4:00 - 7:30 p.m.
Spring	April 18, 4:30 - 7:30 p.m.
<b>GOODRICH MIDDLE SCHOOL:</b>	
Fall	October 5 & 10, 3:30 - 7:00 p.m.
Spring	February 15, 3:30 - 6:30 p.m.
<b>GOODRICH HIGH SCHOOL:</b>	
Fall	October 11 & 12, 3:30 - 7:00 p.m.
Spring	March 8, 3:30 - 6:30 p.m.

MARKING PERIOD END DATES	
November 3, 2017	March 29, 2018
SEMESTER END DATES	
January 26, 2018	June 8, 2018

January						
S	M	T	W	T	F	S
	N	N	3	4	5	6
7	8	9	10	11	12	13
14	PD	16	17	18	19	20
21	22	23	24	R	R	27
28	R	30	31			
					19	21

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	C	20	LS	22	23	24
25	26	27	28			
					19	20

March						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	LS	22	23	24
25	26	27	28	29	N	31
					21	21

April						
S	M	T	W	T	F	S
1	N	N	N	N	N	7
8	9	10	11	12	13	14
15	16	17	LS	19	20	21
22	23	24	25	26	27	28
29	30					
					16	16

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	LS	17	18	19
20	21	22	23	24	25	26
27	N	29	30	31		
					22	22

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	L	9
10	R	C	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					6	8

**APPENDIX C**  
**GOODRICH AREA SCHOOLS AND**  
**GOODRICH EDUCATION ASSOCIATION, MEA/NEA**  
**Grievance Form**

Association \_\_\_\_\_ or Individual \_\_\_\_\_; Unit Employee (if individual) \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date of alleged occurrence: \_\_\_\_\_ Date of informal meeting: \_\_\_\_\_

**LEVEL I**

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract or other citation: \_\_\_\_\_  
(May need identifying quote)

Written grievance filed by: \_\_\_\_\_ on \_\_\_\_\_  
(Grievant or Association Representative) (date)

Received by \_\_\_\_\_ on \_\_\_\_\_  
(Building Principal or Representative) (date)

Disposition: \_\_\_\_\_  
(Attach paper if needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by \_\_\_\_\_ (Retain copy)  
(Building Principal)

Received by \_\_\_\_\_ on \_\_\_\_\_

(Grievant/Association Representative)

**LEVEL II**

Association accepts disposition \_\_\_ or Moves Grievance to Level II \_\_\_\_\_

Filed by \_\_\_\_\_ on \_\_\_\_\_  
(Grievant or Association representative)

Received by \_\_\_\_\_ on \_\_\_\_\_  
(Superintendent or representative)

Superintendent's Disposition to be attached.

**LEVEL III**

Association accepts disposition \_\_\_ or Moves to Level III \_\_\_\_\_

Filed by \_\_\_\_\_ on \_\_\_\_\_  
(Association Representative)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Administrator or representative)

Board Disposition to be attached

Received by \_\_\_\_\_ on \_\_\_\_\_  
(Association representative)

**LEVEL IV**

Association accepts disposition \_\_\_ or Moves to Level IV \_\_\_\_\_

Filed by \_\_\_\_\_ on \_\_\_\_\_  
(Association representative)

Attach copies of Arbitration filing forms

**APPENDIX D**  
**GOODRICH EXTRA DUTY POSITION**  
**REVIEW FORM**

Name \_\_\_\_\_ Position \_\_\_\_\_  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Strengths \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Weaknesses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Reviewer Member

# APPENDIX E

## Goodrich Area Schools Payroll Schedule

2017-2018 SCHOOL YEAR



	PAY DATE	PAY #	
Cash in Lieu	August 25, 2018	1	
	September 8, 2017	2	
Cash in Lieu	September 22, 2017	3	
	October 6, 2017	4	
Cash in Lieu	October 20, 2017	5	
	November 3, 2017	6	
Cash in Lieu	November 17, 2017	7	
Work on planning pay	December 1, 2017	8	
Cash in Lieu	December 15, 2017	9	
	December 29, 2017	10	
	January 12, 2018	11	
Overload payments 1st semester / Cash in Lieu	January 26, 2018	12	
	February 9, 2018	13	
Cash in Lieu	February 23, 2018	14	
	March 9, 2018	15	
Cash in Lieu	March 23, 2018	16	
	April 6, 2018	17	
Cash in Lieu	April 20, 2018	18	
Work on planning pay	May 4, 2018	19	
Cash in Lieu	May 18, 2018	20	
Overload payments 1st semester / Extracurricular pay	June 1, 2018	21	
Cash in Lieu	June 15, 2018	22	
	June 29, 2018	23	
	July 13, 2018	Summer pays	24
Cash in Lieu	July 27, 2018		25
	August 10, 2018		26
Cash in Lieu	August 24, 2018	(2018-19)	1
	September 7, 2018		2

**APPENDIX F1: SICK BANK FORMS**

**Election To Participate**

As a teacher for Goodrich Area Schools, you have the option of becoming a member of the sick bank. Please see the Agreement between Goodrich Area School District and Goodrich Education Association, MEA/NEA which will explain the sick bank (pp. 28-29). After reading the contractual terms and conditions of the sick bank, please place a check mark by your choice (to participate or not participate in the sick bank) on the bottom portion of this page and return it to Cindy Chezik in Central Office by \_\_\_\_\_. Thank you!

**If you elect to participate, you must also agree to the repayment terms specified in the contract, by placing a check mark next to the appropriate paragraph at the bottom of this page and on the application form.**

.....

\_\_\_\_ I choose TO participate in the sick bank.

As per the Agreement between Goodrich Area School District and the Goodrich Education Association, MEA/NEA, I am electing to donate two (2) of my sick days to the sick bank in order that I may participate in the sick bank. I understand that the Board of Education will also donate two (2) days to the sick bank.

\_\_\_\_ **I also understand that if I participate in the sick bank, I am obligated to repay the bank for days used in accordance with the Agreement between the Goodrich Area School District and the Goodrich Education Association, MEA/NEA. I agree, as a condition of participation, to comply with the repayment provision**

\_\_\_\_ I choose NOT TO participate in the sick bank.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**APPENDIX F2: SICK BANK FORMS**

**APPLICATION TO USE SICK BANK DAYS**

Name: \_\_\_\_\_ Phone No. : \_\_\_\_\_

Email Address: \_\_\_\_\_

\*\*\*\*\*

**Please complete the following sections and provide all information described in this form. Failure to complete or provide the necessary information will result in denial or delay of the requested days.**

I am applying for up to \_\_\_\_\_ sick bank days.

I certify that:

- \_\_\_1. I have a serious health condition as defined by the family medical leave act. I attach the certification of health care provider form, verifying the serious health condition.
- \_\_\_2. I have exhausted all sick days.
- \_\_\_3. I understand that there will be two unpaid days before sick bank days are available. Those two days will be: \_\_\_\_\_.
- \_\_\_4. I understand and agree to repay the sick bank days as specified within the agreement between the district and the GEA.
- \_\_\_5. I further understand and agree that if I resign or retire before my sick bank days are repaid, that the district may withhold from my final paycheck and any other funds due and owing to me at resignation or retirement, in order to recover the cost of the borrowed but unreimbursed sick days. If a balance still remains, I promise to repay the sick bank for the remaining balance and if I fail to do so in a timely manner, as determined by the district and the GEA, I consent to a judgment being entered against me in a court of appropriate jurisdiction authorizing wage garnishment or other appropriate withdrawals from my personal or joint bank or credit union accounts until the balance is paid in full.
- \_\_\_6. I have read and understood the above conditions for my use of sick bank days. I agree to comply with the contractual terms and conditions and the conditions outlined above.

\_\_\_\_\_/\_\_\_\_\_  
Employee Signature                      Date                      Superintendent Signature                      Date

**APPENDIX G**  
**MENTORING DOCUMENT**

Please use this form to log the time spent in Mentor/Mentee meetings.  
It should be submitted to the building Principal by June 1<sup>st</sup> of the  
current school year.

Building: \_\_\_\_\_  
Mentor: \_\_\_\_\_ Mentee: \_\_\_\_\_

Date	Length of Meeting <small>ie. 1.5 hours</small>	Subject / Topics Discussed
<b>Total Hours</b>		



**APPENDIX H**  
**MILAGE AND LOSS OF PREP REIMBURSEMENT**  
**(Teachers working at more than 1 school)**

If a teacher is assigned to multiple buildings, he or she will be compensated for both mileage and loss of prep (planning) time. This document is meant to explain a fair and equitable process for this. A teacher will turn in both mileage and prep loss calculations once per semester (twice per year) for reimbursement.

**Mileage Reimbursement** for teachers assigned to multiple buildings:

**Middle School and High School Assignment**

Total Trips Between The Schools In Semester \* 0.6 miles \* Federal Mileage Reimbursement

**Oaktree and Reid Elementary Assignment**

Total Trips Between The Schools In Semester \* 2.0 miles \* Federal Mileage Reimbursement

**Loss of Prep Time** for any teacher traveling between buildings:

Hourly Rate of the Teacher as estimated by Employee Web /60 \* Loss of Minutes/Day\*# Days

03/28/2014	198968	20/2014	\$0.00
03/14/2014	198773	19/2014	\$0.00
<b>TEACHER PER DIEM HOURLY RATE</b>			<b>\$ 88.46/Hour</b>
<b>CLASS SIZE OVERAGE</b>			<b>\$ 56.00/Hour</b>
<b>Total Pay</b>			<b>€</b>
<b>Deductions</b>			
Health Care Fund-exempt all tax			
FLEX MEDICAL SPENDING CONTRIB			
MESSA SEC 125 INS CONTRIB			
FICA - SOCIAL SECURITY			

**APPENDIX H**  
**MILAGE AND LOSS OF PREP REIMBURSEMENT**  
**(Teachers working at more than 1 school)**

Teacher Name \_\_\_\_\_

Date \_\_\_\_\_ School Year \_\_\_\_\_

Semester 1 2

Teaching at: High School Middle School Oaktree Elementary Reid Elementary

**Mileage Calculation**

Middle School and High School Assignment

Total Trips Between The Schools In Semester \* 0.6 miles \* Federal Mileage Reimbursement

\_\_\_\_\_ \* 0.6 \* \_\_\_\_\_ = \_\_\_\_\_  
 Total 1 Way Trips Miles Fed Rate Total Mileage Reimbursement

Oaktree and Reid Elementary Assignment

Total Trips Between The Schools In Semester \* 2.0 miles \* Federal Mileage Reimbursement

\_\_\_\_\_ \* 2.0 \* \_\_\_\_\_ = \_\_\_\_\_  
 Total 1 Way Trips Miles Fed Rate Total Mileage Reimbursement

**Loss of Prep Time Calculation**

Hourly Rate of the Teacher as estimated by Employee Web /60 \* Loss of Minutes/Day\*# Days

\_\_\_\_\_ \* \_\_\_\_\_ \* \_\_\_\_\_ = \_\_\_\_\_  
 Hourly Rate/60 Loss of Prep Min # of Days Total Prep Loss Compensation

Teacher \_\_\_\_\_  
 Signature Date

Principal \_\_\_\_\_  
 Signature Date

Superintendent \_\_\_\_\_  
 Signature Date

## APPENDIX I CLASSROOM OVERAGE FORMS

GOODRICH EDUCATION ASSOCIATION  
Class Overages and Teaching on Planning Time as per contract, Article XIII, Sections D, E F & G

							Semester
REID/OKATREE ELEMENTARY	Grade	Recommended Class Size	Suggested Maximum	number of students over maximum	Time scheduled with student rounded to the nearest 1/4 hr (15 min)	x \$57./Hr	Total
	DK	18	20			\$ -	\$ -
	K - 2 <sup>nd</sup>	22	25			\$ -	
	3 <sup>rd</sup>	25	27			\$ -	
	4 <sup>th</sup> - 5 <sup>th</sup>	25	30			\$ -	
6 <sup>th</sup> - 12 <sup>th</sup> (MIDDLE/HIGHSCHOOL)	List Class by Hour	Recommended Class Size	Suggested Maximum		Number of students over maximum	x \$57/student	Total
	1	25 students per class	30 students per class			\$ -	\$ -
	2				\$ -		
	3				\$ -		
	4				\$ -		
	5				\$ -		
	6				\$ -		
MIDDLE/HIGH SCHOOL PE	List Class by Hour	Recommended Class Size	Suggested Maximum	number of students over maximum	x \$57/student	Total	
	1	25 students per class	50 students per class		\$ -	\$ -	
	2			\$ -			
	3			\$ -			
	4			\$ -			
	5			\$ -			
	6			\$ -			
Teaching on Planning Period		<i>\$7,000/semester, additional \$500 added in the second semester for teaching an additional class both semesters.</i>				\$ -	
<b>Grand Total for the Semester</b>							\$ -

Print Name \_\_\_\_\_

Building \_\_\_\_\_

Building Principal's Signature \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

### FLEXIBLE GROUPING

GOODRICH EDUCATION ASSOCIATION  
Class Overages and Teaching on Planning Time as per contract,  
Article XIII, Sections D, E F & G

							Semester
REID/OKATREE ELEMENTARY	Grade	Recommended Class Size	Suggested Maximum	number of students over maximum	Time scheduled with student rounded to the nearest 1/4 hr (15 min) Not to exceed at total of 5.25 hours	\$285/day (Based on 5 contact hours at \$57/hour)	Total
		DK ---18	DK ---20			\$ -	\$ -
		K-2 <sup>nd</sup> ---23	K-2 <sup>nd</sup> ---25			\$ -	
		3 <sup>rd</sup> ---25	3 <sup>rd</sup> ---27			\$ -	
		4 <sup>th</sup> , 5 <sup>th</sup> ---28	4 <sup>th</sup> , 5 <sup>th</sup> ---30			\$ -	
						\$ -	
						\$ -	
					\$ -		

Print Name \_\_\_\_\_

Building \_\_\_\_\_

Building Principal's Signature \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_