#### TABLE OF CONTENTS

|              | Preamble   | 3  |
|--------------|--|----|
|              | Witnesseth   | 3  |
| ARTICLE I    | Recognition  | 4  |
| ARTICLE II   | Professional Dues, Fees, and Payroll Deductions  | 4  |
| ARTICLE III  | Negotiations   | 5  |
| ARTICLE IV   | Grievance Procedure  | 6  |
| ARTICLE V    | Association Rights and Responsibilities  | 8  |
| ARTICLE VI   | Board Rights and Responsibilities  | 9  |
| ARTICLE VII  | Vacancies and Transfers  Postings Vacancies Filling Vacancies Involuntary Transfer                                     | 10 |
| ARTICLE VIII | Lay-Off and Recall Procedures Seniority  | 11 |
| ARTICLE IX   | Professional Behavior  | 13 |
| ARTICLE X    | Discipline of Students and Legal Protection of Teachers  Discipline Assault Legal Action Loss of Time Loss of Property | 15 |
| ARTICLE XI   | Teacher Evaluation Procedure<br>Probation<br>Tenure  | 16 |
| ARTICLE XII  | Teaching Hours Teaching Days Lunch and Relief Time Preparation Time School Closing Shared-Time Teaching                | 18 |

| ARTICLE XIII             | Teaching Loads and Assignments  |
|--------------------------|---|
|                          | Job Assignments<br>Class Size   |
| ARTICLE XIV              | Leave   |
| ARTICLE XV               | Compensation and Benefits   |
| ARTICLE XVI              | Extra Duty Assignments and Compensation   |
| ARTICLE XVII             | Fringe Benefits   |
| ARTICLE XVIII            | Miscellaneous35   |
| ARTICLE XIX              | Duration/Signatures36   |
| APPENDICES               | 37  |
| API<br>API<br>API<br>API | PENDIX A Salary Schedule PENDIX B School Calendar PENDIX C Grievance Form PENDIX D Teacher Evaluation Form PENDIX E Extra Duty Review Form PENDIX F Teacher Pay Dates |

#### **PREAMBLE**

The Collective Bargaining Agreement hereinafter called the "Agreement" is entered into this 1<sup>st</sup> day of August, 2006, 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

<u>WHEREAS</u>, 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

<u>WHEREAS</u>, the Board recognizes the educational expertise of the teachers and solicits their concerns and views of educational matters; and

<u>WHEREAS</u>, 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

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

<u>NOW THEREFORE</u>, 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, day-to-day substitutes assigned to the same position for less than sixty (60) days, adult high school completion or community education personnel, aides, office and clerical, custodial, maintenance, kitchen and transportation personnel. The term "teacher" as used herein shall include both certified teachers and employees holding a position normally held by a bargaining unit member excluding substitutes.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- 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 PROFESSIONAL DUES, FEES, AND PAYROLL DEDUCTIONS

- A. The District will deduct Association membership dues in accordance with District procedures. The Association will provide the forms to be completed by bargaining unit members. The Association will notify the payroll office, in writing, of the amounts to be deducted annually during the life of this agreement. The Association and the Board will work together to resolve any discrepancies.
- B. In the event a teacher shall not pay membership dues and/or fees of the Association to the Association or execute an authorization for dues and/or fees for deduction in accordance with Section A of this Article, such teacher, as a condition of employment by the Board, shall cause to be paid to the Association a sum set by the Association pursuant to Chicago Teachers Union v. Hudson. The refusal of such teacher to pay the service fee, not including PAC fees, to the Association shall result in payroll deduction of such sum as if the teacher had signed and delivered an assignment authorizing such deductions. The Association will notify the payroll office in writing of amounts to be deducted by the pay date preceding the pay date deductions are to begin. The Association shall receive timely notice from the Board of any challenge to such

deductions so as to afford it an opportunity to intervene and defend its interests. As a condition of the effectiveness of this Article, the Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement. The Association further agrees to indemnify the Board for any costs or damages, which may be incurred by or assessed against the Board as the result of any such suit or action.

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

# ARTICLE III NEGOTIATIONS

- A. 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 "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement, or the Association.
- 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- 5. The term "days" shall mean school days, except after the end of the school year, in which case it shall mean week days.

#### B. PURPOSE:

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

#### C. PROCEDURE:

- 1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before entering into the following prescribed procedure. The presence of an Association representative may be requested.
- 2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
- 3. If the grievance is filed on or after June 1<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 teacher with an alleged grievance will meet with the immediate supervisor within ten (10) days of the alleged violation to resolve the issue. If the grievance is not resolved, it shall be filed in writing within 20 days of the alleged violation. An Association representative may be present at this meeting if so requested by the teacher. A disposition shall be rendered in writing within 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.

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

#### E. LIMITATIONS OF ARBITRATION:

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

#### F. MISCELLANEOUS:

- 1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the GEA Representative or the Grievance committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance 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. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Board, or his/her institution of a grievance of an alleged violation of any term or condition of employment specified by the Agreement.
- B. The Association shall have the right to 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 teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. In addition to all publicly available information, the Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District and such readily available information as will assist the Association in negotiations and information which is necessary for the processing of any grievance. However, nothing contained herein shall be construed to require that the Board provide information not already available to it or to provide such requested information in any form other than that normally provided to the Board for public consideration.
- D. The Association shall receive a total of ten (10) professional business days each year to be used at 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 teacher 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 teachers assigned to that building. Said policies become effective upon completion of distribution to teachers. Changes or additions to the individual building policies shall be processed as noted above. These policies shall be consistent with the terms of this Agreement
- G. The Board shall apply the terms of this Agreement in 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 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 teacher, 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 teachers by district email.
- D. Any teacher who is certified and highly qualified under state guidelines may apply. The most senior teacher will be assigned to the position.
- 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 teachers as well as the educational needs of the building. Request by a teacher for transfer to a different class, building, subject area, or position shall be made in writing and shall be filed with the Superintendent with one (1) copy to the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's 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 a bargaining unit member from one building in the district to another. When it appears that an involuntary transfer may be necessary, volunteers from among those highly qualified and certified will be sought. If no volunteers are identified within ten (10) days of such request, the involuntary transfer will be made on the basis of seniority, certification and qualifications using the seniority list in reverse order.
- 2. Any teacher reassigned involuntarily may request voluntary lay-off and the Board agrees to accept such layoff at any time he/she is so reassigned.

#### ARTICLE VIII LAY-OFF AND RECALL PROCEDURES

- A. A seniority list shall be prepared by the Board and verified by the Association. Seniority shall be defined as length of active continuous service within the bargaining unit excluding time spent on approved leave. For teachers hired prior to August 31, 1982, seniority date is defined as the month of the first day worked. For teachers hired after August 31, 1982, seniority date is defined as the month and day of the first year worked. It is the individual employee's responsibility to keep all information related to this section current in the Office of Personnel if said information is to be used in compiling the seniority list and in making assignments from the current seniority list. Changes or anticipated changes will be reported by May 1st.
  - 1. When two (2) or more employees have the same seniority date, they will be ranked in order of their total years of teaching experience in the district.
  - 2. When two (2) or more employees have the same seniority date 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 teachers so affected will be notified in writing of the time and place of the drawing and be allowed to attend.

- B. The seniority list, including seniority date, tenure status, years of prior service in the district, years of teaching experience outside the district, number of hours of graduate credit earned beyond a bachelor's degree, certification, majors, minors (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, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off.
- D. Lay-off shall be defined as removal from the payroll with no employment rights other than the retention of seniority status, extra-duty status and recall rights as noted below.
- E. If it becomes necessary to reduce staff, the following lay-off and recall procedures shall 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 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 teachers 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 teacher will be laid off first, unless there is no more-senior teacher who is certified and highly 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 teacher unless agreed to by the higher senior teacher. Probationary teachers may be retained if no tenure teachers are certified and highly qualified for the available position(s).
  - 4. Teachers 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, teachers will be so notified in writing.
- F. When a vacancy occurs, the following procedures shall apply:
  - 1. The most senior teacher who is certified and highly 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 teachers who are less senior or are not certified and highly qualified for the positions which are being filled.

- 2. The Board shall notify each teacher 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 teacher is certified and highly 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 members 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 a teacher is under contract to another Michigan Public School District, the teacher 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 teacher is certified and highly qualified would terminate the teacher's employment with the district.

# ARTICLE IX PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable written rules, regulations, and directives from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a teacher may refuse to carry out an order which threatens his/her physical safety, the safety of his/her peers, is professionally demeaning or is illegal.
- B. Both parties recognize willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or performance shall be promptly reported to the offending teacher.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Any discussion regarding the infraction of rules or delinquency of professional performance shall be done in private. If a formal reprimand or discipline is called for, a teacher shall have the right to be forewarned in writing and have a representative of the Association present.
- D. No teacher shall be disciplined, reprimanded, 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 teacher and the Association.

- E. The Board will continue to follow a policy of progressive corrective discipline which includes verbal warning, written warning, written reprimand, suspension with pay, suspension without pay, and with discharge as the final and last resort. Any disciplinary action taken against a teacher 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.
- F. If, in a meeting between a teacher and an administrator, a problem arises which causes the teacher to request an Association representative, one shall be made available.
- G. All reprimanding and disciplining shall be done in person. If a teacher is to be reprimanded or suspended by an administrator, he/she shall be informed in advance of the purpose.
- H. A teacher shall receive, at the time of the disciplinary action, a copy of any written material that is to be placed in his/her personnel file. The teacher may respond, in writing, within ten (10) school days from receipt of such materials. Such responses shall be placed in the teacher's personnel file. All written warnings and reprimands shall contain notice that each shall be placed in the teacher's personnel file. Distribution of copies shall be noted on the original. No official records concerning a teacher may be kept elsewhere than in the teacher's personnel file in the Personnel Office (except for grievance records).
- I. Any disciplinary actions, up to and including written reprimand, shall be removed two (2) years from date of occurrence provided that no subsequent or related infractions have occurred during that time, or as required by law.
- J. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file as provided by law (PA 397 of 1978). The teacher may bring a representative of the Association. Twenty-four (24) hour advance notification is required.
- K. A complaint made against a teacher by any parent, student, or other person, shall be discussed with the teacher 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 teacher 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 teacher. 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 teacher will be completely briefed on the nature of the concern that was lodged and will, with administrative support, be urged to contact the person or persons to be able to fully discuss the matter. 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 teacher, 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 teacher. The teacher 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 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 TEACHERS

- A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps, with the cooperation of the teacher, to see that appropriate services are provided.
- B. Any case of assault upon a teacher which is job-related shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any losses, damage or destruction of clothing or personal property of the teacher. Time lost by a teacher in connection with any incident mentioned herein will not be charged against the teacher. However, the Board reserves the right to request documentation from a physician of its choice on the need for lost time at Board expense.
- C. If any teacher is complained against or sued by reason of disciplinary action consistent with the district's policy, taken by the teacher against a student, the Board will provide legal representation.

- D. A teacher may use such reasonable physical force as is necessary on the person of any pupil to protect himself/herself from attack, or to prevent injury to another person or for the purpose of maintaining discipline.
- E. The Board agrees to distribute, at the beginning of each school year, specific discipline procedures which teachers are expected to follow.
- F. A teacher may exclude a pupil from a supervised area when the grossness of the conduct, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the area intolerable. In such cases the teacher will furnish to the principal, as promptly as his/her teaching 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 teacher and indicated the action to be taken regarding the student. In grades K-5, the student shall not be returned to the area until there has been verbal or written communication to the teacher from the principal or in his/her absence, 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 teacher, who while on duty, suffers loss, damage or destruction of clothing or personal property of the teacher which is a result of student activity. It shall be promptly reported in writing to the administrator in charge. The amount of reimbursement, not to exceed \$400, shall be limited to the repair or replacement cost of the article, whichever the Board deems appropriate.
- I. Personal materials and equipment used in the classroom by teachers which are damaged or destroyed because of fire, wind, rain, or other physical plant problems will be replaced or paid for by the Board. The teachers shall provide the building principal with a written inventory of said personal materials and equipment being used along with their approximate purchase date and cost at the time that materials and/or equipment are brought into the classroom in order to be eligible for reimbursement or replacement.

# ARTICLE XI TEACHER EVALUATION PROCEDURE

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

#### A. PROBATIONARY TEACHERS

- 1. Each probationary teacher shall be provided with an Individualized Development Plan (I.D.P.) developed by appropriate administrative personnel in consultation with the teacher and mentor using the format developed by the evaluation committee.
  - a. Probationary teachers will be assigned a mentor by the Principal by September 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 teacher in making this assignment. Mentoring is voluntary.
  - b. Mentors will not have input into the content of a teacher's evaluation. All comments made about a teacher's performance or other factors relative to his/her employment will be confidential and for the private use of the mentee.

The bargaining teams will meet during the 07-08 school year and create a mentoring process and stipend for mentors.

- 2. Each probationary teacher shall receive a minimum of two (2) formal classroom visitations per year, at least sixty (60) days apart. Of these visitations no more than fifty (50) percent may be unannounced.
- 3. In the case of announced visits, the probationary teacher shall have two (2) days' notice. In case of postponed visits, the visit may be held with one day's notice.
- 4. Within six (6) school days following the visitation the teacher shall be given a copy of the written evaluation.
- 5. A personal interview to discuss the evaluation will be held, where possible, on the school day immediately following the teacher's receipt of the written evaluation to review the total teacher performance to date.
- 6. The teacher will be provided with a year-end performance evaluation during each year of the probationary period, with the evaluation process to be completed by April 15<sup>th</sup>. The evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her I.D.P.
- 7. A teacher hired by the District who has acquired tenure in another Michigan School District shall be required to serve 2 years of satisfactory performance before acquiring tenure 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 teacher with a definite written statement as to whether or not his/her work has been satisfactory.
- 9. Should it be necessary to terminate said teacher, 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 teachers are laid off due to economic reasons.

#### B. TENURE TEACHERS

- 1. Tenure teachers will be evaluated a minimum of once (1) every three (3) years, with the classroom observation to be completed by April 15<sup>th</sup>.
- 2. Within six (6) school days following the visitation, teachers shall be given a copy of the written evaluation.
- 3. A personal interview to discuss the evaluation shall be held, where possible, on the school day immediately following the teacher's receipt of the evaluation to review the total teacher performance to date.

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

- 4. The teacher shall be provided with an I.D.P. developed by appropriate administrative personnel in consultation with the teacher.
- 5. A subsequent evaluation for the teacher shall be based on at least two (2) classroom observations conducted during the period covered by the evaluation and shall include at least an assessment of the teacher's progress in meeting the goals of his/her I.D.P.
- 6. When a teacher 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 teacher's personnel file.
- C. The evaluation form to be used is found in Appendix D of this Agreement. The evaluator will clearly indicate whether the performance is satisfactory or unsatisfactory on the evaluation form. The content of the evaluation is not subject to the grievance procedure unless the tenured teacher feels that comments were based on information not known to the teacher, or comments included have no foundation in fact. If there are areas of concern that might result in an unsatisfactory evaluation, the teacher will be notified and given an opportunity to improve prior to the final evaluation.

#### ARTICLE XII TEACHING HOURS

- A. The teacher's week shall consist of seven and one-quarter (7 1/4) hours per day, with the teacher's day beginning no earlier than 8:00 a.m. for K-5 teachers and 7:15 a.m. for 6-12 teachers. In addition, teachers will be expected to be in their respective buildings five (5) minutes before and five (5) minutes after the student instruction begins/ends.
- 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. Teachers 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. Staff meetings are not trainings or professional development. Attendance is expected, though principals may excuse teachers who have a previous commitment or other reasons acceptable to the principal.

Teachers 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.

None of the above shall be considered as professional development and shall be held as need dictates.

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

D. All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.

#### E. PREPARATION TIME/TEACHING LOAD

- 1. Each teacher shall be guaranteed at least two hundred 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-E of this Agreement.
- 2. The normal weekly teaching load at the middle school level will be thirty (30) teaching or supervision periods and five conference/planning periods. The normal daily teaching load for teachers at the high school level will be three (3) teaching or supervision blocks and one (1) conference/planning block as long as the high school has block scheduling. When a teacher has a block/Gen-Net instructional combination that results in an extended day, he/she will be compensated at a prorated per diem rate.
- 3. Teachers who are assigned less than a full teaching load shall have prorated unassigned preparation time.
- 4. Released time while special teachers are instructing students must be used for preparation by the teacher, either in his/her respective classroom or in an area mutually agreed upon by the teacher and principal.
- F. 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 members 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, teachers 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 teachers 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, teachers may be required to remain in an unaffected area.

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

#### J. PART-TIME TEACHING POSITIONS

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

# ARTICLE XIII TEACHING LOADS AND ASSIGNMENTS

A. Teachers who are assigned during their preparation period (other than day-to-day substituting) shall be compensated additionally at a rate directly proportionate to the number of periods in the day divided into their daily rate. Such assignment shall be only with the approval of the teacher and notification to the Association. 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. If no teacher applies for the extra class, then the principal may choose to assign the least

senior qualified teacher to the position or to hire an outside candidate in order to fill the position. No additional prep time or benefits will be given, nor are they implied in any way.

- B. Teachers will be assigned to positions for which they are highly 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 assignment. If a teacher who is highly qualified for his/her current position is deemed under state guidelines to be not highly qualified the succeeding year, the teacher may choose to be assigned to a vacancy for which he/she is highly qualified or may choose to be treated as if his/her position were eliminated and follow the procedure set forth in this agreement under "Layoff and Recall".
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. The Board therefore agrees to keep the schools reasonably and properly equipped and maintained.
- D. The parties agree that 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. Students shall be assigned to sections of a grade or subject in a manner which provides for an equalized student distribution among those teachers involved. Equalized distribution means by number, gender, academic ability, known behavioral difficulties, and special needs. 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 within one week, then elementary teachers will be paid \$280 per student per semester for all students above the overload maximum. Middle school teachers will be paid \$40 per student per class per semester, and high school teachers \$70 per student per block per semester. This amount will be prorated if the class is less than one semester in duration.

- G. 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.
- H. All teachers 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 teachers affected will be notified by mail of the change as early as possible.
- I. Assignment of student teachers shall be made only with a teacher's consent.
- J. The daily teaching load of those employees who are employed less than full time shall be in direct proportion to the fraction of time of employment.
- K. Teachers assigned to serve as acting principal shall be relieved of regular classroom duties during absence of the principal.
- L. The building administrator will normally recommend the placement of an eligible student in the appropriate regular education class. Each teacher of a prospective special education student will be invited to a child study meeting and notified of the MET and IEPT meetings held regarding the placement of the student. A representative teacher will be required to attend the MET and the IEPT.
  - 1. The Board of Education and teachers agree that all students should be taught in the least restrictive environment. The responsible administrator shall make time available for the regular classroom teacher to consult with the special education staff assigned primary responsibility for the special education needs.
  - 2. Assignment to special education programs and services shall be consistent with Administrative Rules for Special Education, Michigan State Board of Education.
  - 3. Any member of the IEPT may request a meeting to review services.
  - 4. Teachers will not be required to perform medical procedures or administer prescription drugs. Teachers may be required to participate in training for minor medical procedures and may volunteer to be a part of the team that offers to perform certain medical procedures in emergency situations only. Such procedures will only be done if proper medical training and written parent and physician permission is in place.
  - 5. Any teacher involved with the placement of special education students shall be permitted to participate in the IEPT of a student's program. Teachers shall be released for conferences held during the day.
  - 6. The Board and the Association shall establish a joint committee composed of four (4) members selected by each for the purposes of reviewing experiences encountered by teachers during the year as a result of implementation of Special Education laws and regulations. The Committee's evaluation of the program shall be one of the considerations when determining the services and programs for the following year.

#### M. CLASS SIZE

| Class or Grade  | Recommended Class Size | Suggested Maximum |  |
|---|------------------------|-------------------|--|
|   | (Column A)             | (Column B)        |  |
| Elementary  |                        |                   |  |
| K - 2 <sup>nd</sup>                                       | 22                     | 25                |  |
| 3 <sup>rd</sup>   | 25                     | 27                |  |
| $4^{th}-5^{th}$   | 25                     | 30                |  |
| Junior First  | 18                     | 18                |  |
| All General Ed Classes 6 <sup>th</sup> - 12 <sup>th</sup> | 25                     | 30                |  |
| Secondary Music   | 25                     | 65                |  |
| Secondary PE  | 25                     | 50                |  |
| Special Education   | Legal Compliance       |                   |  |

#### ARTICLE XIV LEAVE

- A. ILLNESS AND DISABILITY LEAVE Twelve (12) days each school year, six (6) days each semester) will be allowed each teacher for illness and disability.
  - 1. Teachers will be informed by the first day of school of the procedure they are to follow to report unavailability for work. Notice of absence will be given as soon as possible but at least by 6:00 a.m. for middle and high school and by 7:00 a.m. for elementary. Teachers will not be penalized if, in cases of emergency, they are unable to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute teacher without further contact with the teacher involved.
  - 2. If the administration feels that the teacher is abusing the use of leave days, a teacher may be asked to provide medical verification according the following procedure:
    - a. If the teacher has a pattern of absences, the Board shall provide written notification of suspected abuse, including the reason for such, and the teacher may be asked to submit verification of future illnesses which seem to follow the same pattern.

- b. If a teacher is absent five (5) or more consecutive days, the Board may request verification of illness.
- c. Verification shall mean a written statement from a physician or other licensed practitioner that supports the teacher'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. Three (3) of the above twelve (12) days may be used as personal days. Request for use of personal days must be in writing at least twenty-four (24) hours prior to being absent and submitted to the respective principal. In case of an emergency the principal's office will be contacted as soon as possible prior to the beginning of the school day. The three (3) personal days may not be used on the day prior to or following any scheduled recess or vacation period, or the first or last day of a semester. This provision can be waived for extraordinary circumstances.
- 5. The Board of Education shall, at the beginning of each school year, provide in writing, to each teacher, a statement stating the total number of illness and disability hours he/she has accumulated.
- 6. The Board of Education shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation for a period of time not to exceed one (1) year. Absences during the period shall not be charged against the teacher's illness and disability leave.
- 7. Definition of one-half (1/2) day for purposes of attendance accounting will be the midpoint of the teacher's day, realizing that someone sick who leaves school will only have to take one-half (1/2) sick day.
- 8. Teachers who are assigned to less than a full teaching load shall receive leave days in direct proportion 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. Teachers returning from surgery or prolonged illness may be required to provide medical verification at Board expense that they are able to return to work.
- 10. Guidelines for use of sick bank.
  - a. Purpose to provide added sick leave days for members of the sick bank, up to the maximum number of days required to satisfy the waiting period for long term disability.
  - b. Membership to qualify said teacher must have donated the prescribed amount of his/her allotted sick days to the sick bank (see bank donations).
  - c. Bank donation Each teacher who desires to participate will donate two
    (2) days the first year of participation. The Board will also contribute two
    (2) days for each new member. A member may not withdraw his/her contributed days.

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

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

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

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

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

#### d. APPLICATION FOR USE:

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

- e. A list of sick bank members shall be sent to the local President and Secretary within thirty (30) calendar days after the beginning of the second semester.
- f. Use of the sick bank is intended for personal illness of the employee.
- g. A member granted days from and obligated to the bank shall repay the bank a minimum of four (4) days, or the number of days used if less than four (4) of the following year's sick time allotment. Payment shall continue to be deducted each year until the complete debt is repaid. (If a member shall leave the district or retire before the complete debt is repaid, he/she will be required to pay the amount received for each day not repaid). Individual teachers may donate from their own days to another teacher who is retiring with a balance of days owed to the sick bank.

#### B. ALTERNATIVE CAREER LEAVES:

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 teacher without pay or fringe benefits for a purpose(s) not enumerated in this Agreement. Teachers 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 teacher, 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 teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the district at the group rate provided this is permitted by the carrier and as provided by COBRA.
- 3. Any teacher 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 teacher.
- 4. These provisions shall apply to any teacher on employment status. Teachers on layoff may apply for such leaves within thirty (30) days of the effective date of layoff.
- C. FAMILY CARE LEAVE A leave of absence of up to one (1) year shall be granted to any teacher, upon application for family care. A one (1) year extension may be requested subject to approval by the Board of Education as allowed by the Family Medical Leave Act. Increment credit for the remainder of the semester shall be allowed if one-half or more of the semester has expired. Salary shall be determined by placing the reinstated teacher on the salary schedule step held when the leave was granted.
- D. GENERAL LEAVE A leave of absence for up to one (1) year (except as provided in B 1) shall be granted to any tenure teacher, upon application for family responsibilities, education leave, election to public office and/or association position, and for other reasons which are approved by the Board. Provision for one (1) year extension 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 teacher on the salary schedule step held when leave was granted.
- E. SABBATICAL LEAVE Teachers who have been employed for seven (7) years in the system may be granted an educational travel or study leave for a period of one year. Upon application, and following the recommendation of the Superintendent to approve or not approve, the Board shall consider all applications and may grant said leave. The teacher shall be considered to be in the employ of the Board and shall receive one-fourth (1/4) his/her full annual salary plus fringe benefits.

Sabbatical leave is given to professional personnel to permit them to improve their ability to render education service. Such service is usually achieved by formal study,

research, and/or writing and travel. Applications for sabbatical leave for other types of experiences will be considered on their merits. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties. An employee on sabbatical leave may be required to furnish the Board with reasonable evidence (determined at time leave is granted) to determine that the employee is fulfilling the agreement and all other requirements of the leave.

Said teacher shall have the obligation to the Board to 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.

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

#### G. RETURN PROCEDURE:

- 1. Teachers on approved leaves of absence shall retain all credit towards leave, seniority and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave except during a sabbatical leave.
- 2. Whenever possible, leaves of absence shall coincide with the semesters of the school year. A teacher returning from a leave of absence shall return to the same or similar position on the basis of seniority, certification and qualifications.
- 3. All teachers returning from leave shall be offered positions for which they are certified and highly qualified before any new teacher is assigned. A teacher 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 teacher on leave shall notify the Board, in writing, not less than forty-five (45) calendar days prior to the expiration of leave but in no case shall notification be later than April 1<sup>st</sup> whether he/she desires to return to employment, extend the leave or terminate employment. Teachers not conforming to this requirement may have their employment terminated. The Board shall notify the Association President of non-conformance of the above requirement by any teacher. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.
- 5. If a teacher has been employed for at least 46 working days of a semester, experience and salary credit for the semester will be allowed.
- 6. No leave of absence shall be granted for a period of more than one (1) school year. The Board may grant an extension of the leave for an additional one (1) year at the request of the teacher.
- H. Two (2) additional days of leave time may be taken by each bargaining unit member. Said days will be requested in advance and shall not be compensated. These days will not be taken during the first or last weeks of the school year, 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) teachers per building may use unpaid leave on any given day, to be determined by order of request.

#### ARTICLE XV COMPENSATION AND BENEFITS

- A. Salary schedules are printed in this agreement under Appendix A and reflect a total of 186 days for the 2006-2007 school year, 187 days for 2007-2008, and 188 days for 2008-2009. These totals will include the equivalent of five (5) professional development days and three (3) teacher work days. The calendar for the above years will be set forth in Appendix B.
- B. 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.
- C. Longevity will be paid as follows:

| At the beginning of: | 12 <sup>th</sup> year | \$1650 |
|----------------------|-----------------------|--------|
|                      | 15 <sup>th</sup> year | \$1900 |
|                      | 20 <sup>th</sup> year | \$2150 |
|                      | 25 <sup>th</sup> year | \$2450 |

Such payments shall continue until retirement or termination.

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

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

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

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.

- E. Teachers may opt, in writing, at the beginning of each year to receive their pay in 22 or 26 pays. All teachers selecting 26 pays will be paid by direct deposit. Others may choose direct deposit.
- F. The Board shall pay registration fees and mileage according to current Board Policy.
- G. Upon retirement or severance, and with ten (10) years of service in Goodrich Area Schools, the Board shall pay to the teacher thirty-five dollars (\$35) for each accumulated sick day.

#### 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:

|  | 2006-2007                             | 2007-2008 | 2008-2009 |  |
|--|---------------------------------------|-----------|-----------|--|
| Driver Education                       | \$19.93                               | \$20.43   | \$20.94   |  |
| Student Supervision                    | 14.47                                 | 14.76     | 15.06     |  |
| Lunch Supervision ½ hour               | 8.57                                  | 8.74      | 8.92      |  |
| Curriculum Development / Summer School | 19.93                                 | 20.23     | 20.63     |  |
| Assignments at Athletic Events         | 9.64                                  | 9.84      | 10.03     |  |
| Science Fair Set-up                    | 14.47                                 | 14.76     | 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 postions, 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 bargaining unit member apply for the position and qualifications are equal, the Board shall select the applicant with the most bargaining unit seniority.
- 4. If no bargaining unit member who applies meets the posted qualifications, the Board will post the position(s) outside of the bargaining unit.
- 5. The Board shall inform all bargaining unit members 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 E.

#### Athletic:

Placement on this schedule shall be determined by:

- 1. All past experience 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

| Years Experience                    | 0   | 1   | 2   | 3    | 4    |
|-------------------------------------|-----|-----|-----|------|------|
| 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

| Years Experience                                | 0  | 1  | 2  | 3  | 4  |
|---|----|----|----|----|----|
| 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

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

#### GROUP 4: CHEERLEADING, POM PON

| Years Experience | 0   | 1 | 2   | 3 | <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 Pon          | 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.

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

#### **EXTRA DUTY SALARIES**

| PERCENT | 2007-2008 | 2008-2009 |
|---------|-----------|-----------|
| 1.00    | \$354     | \$363     |
| 1.50    | \$531     | \$545     |
| 2.00    | \$708     | \$726     |
| 2.50    | \$885     | \$908     |
| 3.00    | \$1,062   | \$1,089   |
| 3.50    | \$1,239   | \$1,271   |
| 4.00    | \$1,416   | \$1,452   |
| 4.50    | \$1,593   | \$1,634   |
| 5.00    | \$1,771   | \$1,816   |
| 5.50    | \$1,948   | \$1,997   |
| 6.00    | \$2,125   | \$2,179   |
| 6.50    | \$2,302   | \$2,360   |
| 7.00    | \$2,479   | \$2,542   |
| 7.50    | \$2,656   | \$2,723   |
| 8.00    | \$2,833   | \$2,905   |
| 8.50    | \$3,010   | \$3,086   |
| 9.00    | \$3,187   | \$3,268   |
| 9.50    | \$3,364   | \$3,450   |
| 10.00   | \$3,541   | \$3,631   |
| 10.50   | \$3,718   | \$3,813   |
| 11.00   | \$3,895   | \$3,994   |
| 11.50   | \$4,072   | \$4,176   |
| 12.00   | \$4,249   | \$4,357   |
| 12.50   | \$4,426   | \$4,539   |
| 13.00   | \$4,603   | \$4,720   |
| 13.50   | \$4,780   | \$4,902   |
| 14.00   | \$4,957   | \$5,084   |
| 14.50   | \$5,134   | \$5,265   |
| 15.00   | \$5,312   | \$5,447   |
| 15.50   | \$5,489   | \$5,682   |
| 16.00   | \$5,666   | \$5,810   |
| 16.50   | \$5,843   | \$5,991   |
| 17.00   | \$6,020   | \$6,173   |

#### ARTICLE XVII FRINGE BENEFITS

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

A. HEALTH INSURANCE: The employee may elect full family MESSA Choices II XVA2 with \$5/10 prescription co-pay for the employee and his/her eligible dependents as defined by the carrier and its underwriter. For the 2008-2009 school year each employee selecting a health option shall pay a premium contribution of \$50/month (\$600/year).

#### **EXCEPTIONS:**

- 1. No dual coverage will be permitted.
- 2. The Board shall provide each employee not taking health insurance an additional one hundred dollars (\$100) each month.
- B. DENTAL INSURANCE: The Board agrees to provide without cost to each bargaining unit member, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:
  - 1. Employees who are covered as a dependent under an employer paid dental insurance plan shall have 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 thirty-five thousand dollars (\$35,000), will be provided to the teacher with benefits payable to a designated beneficiary. Said policies shall include AD & D and waiver of premium coverage. Those employees not electing health insurance under provisions of this Agreement shall receive an additional \$5,000 life insurance protection.
- D. LONG TERM DISABILITY INSURANCE: The Board shall provide LTD insurance that includes benefits payable upon the 90th calendar day (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 September 1 October 1. The Board shall provide insurance forms and applications to each employee upon employment. It shall be the employee's responsibility to return completed forms to the Central Office in compliance with designated deadlines for insurance to become effective.
- 2. In the event an employee is terminated, goes on an unpaid leave, or resigns, 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 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.
- 4. A teacher 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. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers currently employed or newly hired by the Board.
- C. The Board and the Association agree to the importance of the Concept of School Improvement. They further agree that District and Buildings Plans must not violate the terms and conditions of the agreement and both parties agree to work improving the schools to that end.

# ARTICLE 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, 2006 and shall continue in effect for three (3) years until July 31, 2009. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

| Goodrich Education Association, MEA/NEA | Goodrich Board of Education      |
|---|----------------------------------|
| by<br>Kelly Alford, President           | by<br>Michael Tripp, President   |
| by<br>Dianne Bregenzer, MEA Bargainer   | by<br>John Males, MASB Bargainer |
| Dated this day of                       | , 2007                           |
| Negotiators for the GEA                 | Negotiators for the Board        |
| Timothy Cornwell                        | Michael Tripp                    |
| Sheri Hotchkiss                         | Michael Thorp                    |
| Victoria Kehoe                          | Jeff Engleman                    |
| Linda Ross                              | Brian Walton                     |
| Evie Archambeau                         | Jerry Lawrason                   |
| Rebecca Elsworth                        | Paul Minns                       |
| Kelly Alford                            | Kimberly Hart                    |
| Dianne Bregenzer                        | John Males                       |

|      | 2006-2007 SALARY SCHEDULE (186 days) |        |             |        |        |
|------|--------------------------------------|--------|-------------|--------|--------|
|      | ВА                                   | BA18   | BA 30 or MA | MA18   | MA30   |
| 0    | 34,530                               | 36,377 | 38,324      | 40,374 | 42,534 |
| 1.0  | 36,377                               | 38,324 | 40,374      | 42,534 | 44,809 |
| 2.0  | 38,324                               | 40,374 | 42,534      | 44,809 | 47,207 |
| 3.0  | 40,374                               | 42,534 | 44,809      | 47,207 | 49,732 |
| 4.0  | 42,534                               | 44,809 | 47,207      | 49,732 | 52,393 |
| 5.0  | 44,809                               | 47,207 | 49,732      | 52,393 | 55,196 |
| 6.0  | 47,207                               | 49,732 | 52,393      | 55,196 | 58,149 |
| 7.0  | 49,732                               | 52,393 | 55,196      | 58,149 | 61,260 |
| 8.0  | 52,393                               | 55,196 | 58,149      | 61,260 | 64,537 |
| 9.0  | 55,196                               | 58,149 | 61,260      | 64,537 | 67,990 |
| 10.0 | 58,149                               | 61,260 | 64,537      | 67,990 | 71,628 |

| 2007-2008 SALARY SCHEDULE (187 days) |        |        |             |        |        |
|--------------------------------------|--------|--------|-------------|--------|--------|
|                                      | BA     | BA18   | BA 30 or MA | MA18   | MA30   |
| 0                                    | 35,410 | 37,304 | 39,300      | 41,403 | 43,618 |
| 1.0                                  | 37,304 | 39,300 | 41,403      | 43,618 | 45,951 |
| 2.0                                  | 39,300 | 41,403 | 43,618      | 45,951 | 48,410 |
| 3.0                                  | 41,403 | 43,618 | 45,951      | 48,410 | 51,000 |
| 4.0                                  | 43,618 | 45,951 | 48,410      | 51,000 | 53,728 |
| 5.0                                  | 45,951 | 48,410 | 51,000      | 53,728 | 56,603 |
| 6.0                                  | 48,410 | 51,000 | 53,728      | 56,603 | 59,631 |
| 7.0                                  | 51,000 | 53,728 | 56,603      | 59,631 | 62,821 |
| 8.0                                  | 53,728 | 56,603 | 59,631      | 62,821 | 66,182 |
| 9.0                                  | 56,603 | 59,631 | 62,821      | 66,182 | 69,723 |
| 10.0                                 | 59,631 | 62,821 | 66,182      | 69,723 | 73,453 |

|      | 2008-2009 SALARY SCHEDULE (188 days) |        |             |        |        |
|------|--------------------------------------|--------|-------------|--------|--------|
|      | BA                                   | BA18   | BA 30 or MA | MA18   | MA30   |
| 0    | 36,311                               | 38,254 | 40,300      | 42,456 | 44,728 |
| 1.0  | 38,254                               | 40,300 | 42,456      | 44,728 | 47,121 |
| 2.0  | 40.300                               | 42,456 | 44,728      | 47,121 | 49,642 |
| 3.0  | 42,456                               | 44,728 | 47,121      | 49,642 | 52,297 |
| 4.0  | 44,728                               | 47,121 | 49,642      | 52,297 | 55,095 |
| 5.0  | 47,121                               | 49,642 | 52,297      | 55,095 | 58,043 |
| 6.0  | 49,642                               | 52,297 | 55,095      | 58,043 | 61,148 |
| 7.0  | 52,297                               | 55,095 | 58,043      | 61,148 | 64,420 |
| 8.0  | 55,095                               | 58,043 | 61,148      | 64,420 | 67,866 |
| 9.0  | 58,043                               | 61,148 | 64,420      | 67,866 | 71,497 |
| 10.0 | 61,148                               | 64,420 | 67,866      | 71,497 | 75,322 |

## APPENDIX B

### SCHOOL CALENDAR

#### 2007-2008

| August 28-29     | Professional Development Days                    |
|------------------|--|
| August 30        | Work Day for Teachers                            |
| Aug. 31-Sept. 1  | Labor Day Vacation - No School                   |
| September 4      | 1st Day for Students (1/2 day K-5 only)          |
| November 21      | 1/2 Day for Students and Teachers                |
| November 22-25   | Thanksgiving Vacation – No School                |
| December 10      | Professional Development Day                     |
| Dec. 24-Jan. 2   | Holiday Vacation - No School                     |
| January 18       | Middle School - High School - ½ Day for students |
| January 21       | Martin Luther King Day – No Students – Work Day  |
| February 14      | 1/2 Day for Students and Teachers                |
| February 15-18   | Mid-Winter Break (Presidents' Day) – No School   |
| March 20         | 1/2 Day for Students and Teachers                |
| March 21-24      | Holiday Vacation - No School                     |
| March 31-April 6 | Spring Break – No School                         |
| April 21 & 22    | Professional Development Day                     |
| May 9            | 1/2 Day for Students and Teachers                |
| May 26           | Memorial Day - No School                         |
| June 12          | Last Day 1/2 Day for All Students                |

 $\begin{array}{c} Student\ Days-184\ (179+5)\\ Teacher\ Days-187 \end{array}$ 

Required Teacher Work Day

June 13

#### SCHOOL CALENDAR

#### 2008-2009

August 26-27 Professional Development Days

August 28 Work Day for Teachers

Aug. 29 – Sept. 1 Labor Day Vacation - No School

September 2 1st Day for Students (1/2 day K-5 only)

October 31 ½ Day Students and Teachers

November 26 ½ Day Students and Teachers

November 27-30 Thanksgiving Vacation – No School

Dec. 22-Jan. 4 Holiday Vacation - No School

Mid-January High School Only − ½ Day Scheduled for Exams

January 19 Martin Luther King Day – No Students - PD Day

January 23 Middle School – High School ½ Day Students

January 26 Work Day for Teachers

February 13 & 16 Professional Development Days

April 9 ½ Day Students and Teachers

April 10 – April 19 Spring Break - No School

May 8 ½ Day Students and Teachers

May 25 Memorial Day - No School

June 11 Last Day ½ Day for All Students

June 12 Teacher Work Day

Student Days – 185 (180 + 5) Teacher Days - 188

# APPENDIX C

### GOODRICH AREA SCHOOLS AND GOODRICH EDUCATION ASSOCIATION, MEA/NEA Grievance Form

| Association or Individual; 1  | Teacher (if individual)  |        |
|---|--------------------------|--------|
| Building  | Assignment:              |        |
| Date of alleged occurrence:   | Date of informal meeting | ng:    |
| LEVEL I Statement of Grievance:                                     |                          |        |
|   |                          |        |
| Contract or other citation: (May need identifying quote)            |                          |        |
| Written grievance filed by: Grievant or Association Representative) | on                       |        |
| Received by<br>Building Principal or Representative)                | on                       | (date) |
| Disposition:(Attach paper if needed)                                |                          |        |
|   |                          |        |
| Signed by(Building Principal)                                       | (Retain cop              | y)     |
| Received by(Grievant/Association Representative)                    | on                       |        |

| LEVEL II   |             |
|--|-------------|
| Association accepts disposition or Moves Grievance                     | to Level II |
| Filed by   | on          |
| Filed by (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 byc  | 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 byon   |             |
| (Association representative) Attach copies of Arbitration filing forms |             |
|  |             |

A copy of this form, signed and dated, should be retained at each level by the grievant, the Association, and the representative of the Board as soon as the signatures are attached. The original should always be maintained by the person who has responsibility for the next step of the grievance.

# APPENDIX D

### 20\_\_\_ / 20\_\_ TEACHER EVALUATION GOODRICH AREA SCHOOLS

| Геасher    | Status: Tenure 1year 2 ye   | ars | 3years _ | 4 years |
|------------|---|-----|----------|---------|
| Building   | Position  |     |          |         |
| Date of Ol | oservation:   |     |          |         |
| S          | Satisfactory  |     |          |         |
| N          | Needs Improvement   |     |          |         |
| NA         | Not Applicable  |     |          |         |
|            | SUBJECT MATTER CONTENT/METHODOL                                       | OGY |          |         |
|            | 0020201 001,221,2///220202  | S   | N        | NA      |
| 1.         | Exhibits a sound background and understanding of the subject          |     |          |         |
|            | matter required of the position.                                      |     |          |         |
| 2.         | Keeps abreast of current theory and practice.                         |     |          |         |
| 3.         | Responds satisfactorily to questions posed by students.               |     |          |         |
| 4.         | Stimulates interest in subject area.                                  |     |          |         |
| 5.         | Utilizes a variety of teaching and learning techniques.               |     |          |         |
| 6.         | Learning objectives well defined and clear to students.               |     |          |         |
| 7.         | Addresses individual student needs.                                   |     |          |         |
| 8.<br>9.   | Well prepared for lessons. Utilizes instructional time appropriately. |     |          |         |
| ACTIC      | N NEEDED TO CORRECT AREAS RATED "NEEDS IMPROVEMENT":                  |     |          |         |
|            |   |     |          |         |
|            | CLASSROOM MANAGEMENT  |     |          |         |
|            |   | S   | N        | NA      |
| 1.         | Organizes classroom routines/activities in an efficient manner.       |     |          |         |
| 2.         | Keeps accurate records.   |     |          |         |
| 3.         | Respects and encourages student input.                                |     |          | Ē       |
| 4.         | Promotes a friendly environment which is conducive to learning.       |     |          |         |
| 5.         | Handles discipline according to the district/building policy.         |     |          |         |
| OBSEF      | RVATIONS:   |     |          |         |
|            |   |     |          |         |
| ACTIC      | N NEEDED TO CORRECT AREAS RATED "NEEDS IMPROVEMENT":                  |     |          |         |

#### INTERPERSONAL RELATIONSHIPS

|   |                | S         | N | NA |   |
|---|----------------|-----------|---|----|---|
| <ol> <li>Exhibits positive attitude.</li> <li>Willing to give and receive assistance.</li> <li>Respects the rights and dignity of others.</li> <li>Shows interest in student academic and social grown.</li> <li>Maintains positive home-school relations.</li> </ol> | wth.           |           |   |    |   |
| OBSERVATIONS:   |                |           |   |    | _ |
| ACTION NEEDED TO CORRECT AREAS RATED "NE  | EDS IMPROVEMEN | T":       |   |    | _ |
| SUN   | <b>ИМАRY</b>   |           |   |    |   |
| EVALUATOR'S NARRATIVE REMARKS:  |                |           |   |    |   |
| TEACHER RESPONSE:   |                |           |   |    | _ |
| □ SATISFACTORY  | □ UNSATI       | ISFACTORY |   |    | _ |
| EVALUATORSignature  | TEACHER_       | Signature |   |    |   |
| Date  | _              | Date      |   |    |   |

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

# APPENDIX E

# GOODRICH EXTRA DUTY POSITION REVIEW FORM

| Name            | Position |  |
|-----------------|----------|--|
| Reviewed by     | Nata     |  |
|                 |          |  |
| Strengths       |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
| Weaknesses      |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
| Recommendations |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
|                 |          |  |
| Reviewer        | Member   |  |

## APPENDIX F

| 2007-2008          | TEACHER<br>PAYROLL | 2008-2009          |
|--------------------|--------------------|--------------------|
| August 31, 2007    | 1                  | August 29, 2008    |
| September 14, 2007 | 2                  | September 12, 2008 |
| September 28, 2007 | 3                  | September 26, 2008 |
| September 20, 2007 | 3                  | September 20, 2000 |
| October 12, 2007   | 4                  | October 10, 2008   |
| October 26, 2007   | 5                  | October 24, 2008   |
| November 9, 2007   | 6                  | November 7, 2008   |
| November 23, 2007  | 7                  | November 21, 2008  |
|                    |                    |                    |
| December 7, 2007   | 8                  | December 5, 2008   |
| December 21, 2007  | 9                  | December 19, 2008  |
| January 4, 2008    | 10                 | January 2, 2009    |
| January 18, 2008   | 11                 | January 16, 2009   |
| February 1 2008    | 12                 | January 30, 2009   |
| February 15, 2008  | 13                 | February 13, 2009  |
| February 29, 2008  | 14                 | February 27, 2009  |
| March 14, 2008     | 15                 | March 13, 2009     |
| March 28, 2008     | 16                 | March 27, 2009     |
|                    |                    |                    |
| April 11, 2008     | 17                 | April 10, 2009     |
| April 25, 2008     | 18                 | April 24, 2009     |
| May 11, 2008       | 19                 | May 8, 2009        |
| May 23, 2008       | 20                 | May 22, 2009       |
| June 6, 2008       | 21                 | June 5, 2009       |
| June 20, 2008      | 22                 | June 19, 2009      |
| T.I. 4. 2002       |                    | T. I. 2 2000       |
| July 4, 2008       | 23                 | July 3, 2009       |
| July 18, 2008      | 24                 | July 17, 2009      |
| August 1, 2008     | 25                 | July 31, 2009      |
| August 15, 2008    | 26                 | August 14, 2009    |

### **AGREEMENT**

### **BETWEEN**

### GOODRICH AREA SCHOOL DISTRICT

### AND

# GOODRICH EDUCATION ASSOCIATION, MEA/NEA

2006-2007

2007-2008

2008-2009