

Teachers

GODFREY-LEE PUBLIC SCHOOLS

MASTER AGREEMENT

BETWEEN THE

GODFREY-LEE SCHOOL DISTRICT

AND

KENT COUNTY EDUCATION

ASSOCIATION

MEA - NEA

2017 - 2019

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PREAMBLE

This agreement is between the Godfrey-Lee Board of Education, the City of Wyoming, Michigan, and the Kent County Education Association (KCEA), a voluntary, unincorporated Association affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the School District of Godfrey-Lee, the City of Wyoming, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

The term "Local Association," when used hereinafter, shall refer to those employees of the Godfrey-Lee Board as indicated in Article I, Section B. The Association designates the Local Association President or designee, who shall be a local teacher, as its representative for the Administration of this agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Godfrey-Lee Public School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the formation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

The above is not subject to the grievance procedure.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. CERTIFICATION:

Pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, and in accordance with the "Certification of Representative," Case No. R 78 G-352 dated March 12, 1979, the Godfrey-Lee Public Schools (hereinafter referred to as the "BOARD") recognizes the Kent County Education Association (hereinafter referred to as the "ASSOCIATION") as the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. THE UNIT:

Pursuant to the certification, the Board recognizes the Association as the exclusive representative for those persons (hereinafter referred to as "TEACHERS") who are employed by the Board in the following position(s).

1. Classroom Teacher
2. Guidance Counselors
3. Librarians
4. School Psychologist
5. Social Workers
6. Teachers of the Housebound or Hospitalized
7. Occupational, Speech and Hearing Therapists
8. Preschool Personnel
9. Alternative Education Teachers
10. Bilingual / English Language Support Teachers
11. Adult Education Teachers

C. EXCLUDED FROM THE UNIT:

Excluded from this unit is any person employed by the Board in the following position(s):

1. Maintenance and Custodians
2. Office and Clerical
3. Co-op Students
4. Principals
5. Supervisors
6. Substitute Teachers
7. Paraprofessionals
8. Community Service Personnel
9. Temporary Employees

D. NEW POSITIONS:

Any new positions created during the life of this agreement, possessing the same community of interest as found in the positions listed in B above, will be added to the Unit.

E. MUTUAL CONSENT:

Nothing in the Agreement shall require either the Board or Association to negotiate during the term of this Agreement. However, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and Association, in writing, and signed by representatives of the Board and Association.

**ARTICLE II
BOARD RIGHTS**

A. AUTHORITY:

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties and facilities.
2. To hire all employees and, subject to the provisions of law, determine their qualifications, to evaluate their work and to establish the conditions of their continued employment, to discharge, demote or otherwise discipline employees for reasonable cause and to promote and transfer employees as long as all such actions confirm with the Tenure Act and other applicable acts.
3. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching aids.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching school activities, and terms and conditions of employment.

B. RESPONSIBILITIES:

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

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

A. ACT 379 OF 1965:

Pursuant to the Michigan Public Employment Act, The Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and 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 or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and 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, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment provided that none of the activities is in violation of Article XVIII of this agreement.

B. SCHOOL LAWS:

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 by law.

C. USE OF BUILDINGS:

The Local Association and its representatives shall have the right to use school buildings at all reasonable hours. The reasonable hours are defined as all hours outside of normal school hours including duty free lunch hour, but excluding Sundays. However, when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for the use of the schoolroom before the commencement of the school day or until 6:00 p.m. Administrative personnel in the building where such use is to be made shall be notified in advance.

D. LOCAL ASSOCIATION BUSINESS:

Duly authorized representatives of the Local Association and their respective affiliation shall be permitted to transact official Local Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. USE OF EQUIPMENT:

The Local Association, for Local Association business, shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Local Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. BULLETIN BOARDS:

The Local Association shall have the right to post notices of activities and matters of Local Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Local Association may use the district mail service, internet facilities, and teachers' mail boxes for communications to teachers.

G. INFORMATION:

The Board agrees to furnish to the Local Association in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits,

register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Local Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Local Association to process any grievance or complaint.

H. LOCAL ASSOCIATION INPUT:

The Board, as its prerogative, may consult with the Local Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Local Association may have opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

I. CITIZENSHIP:

The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teachers or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. Consistent with the NEA, 1975 Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

J. CIVIL RIGHTS:

The provision of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, age, sex, marital status or national origin.

K. OTHER ORGANIZATIONS:

The rights granted herein to the Local Association shall not be granted or extended to any competing labor organization.

L. BOARD MEETING AGENDA:

The Board shall place on the agenda of each regular Board meeting, as one of the first items for consideration, under new business, any matters brought to its consideration by the Local Association as long as these matters are made known to the Superintendent and a copy of the item(s) are placed in his possession at least (4) four normal working days prior to said regular meeting.

M. FREEDOM OF INFORMATION ACT:

If a FOIA request is made for any information on any member of the bargaining unit employed by the district, the Board of Education or administrator representing the Board shall:

1. Notify immediately the affected employee(s) orally and then in writing who are subject to the FOIA request.
2. Release to the employee(s), names of all those requesting the FOIA documents.
3. Allow the employee(s) and or the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.

5. The Board of Education and or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

ARTICLE IV WORK YEAR - WEEK - DAY

A. THE WORK YEAR:

1. The school calendar for all teachers shall consist of no more than 186 total work days for new teachers under contract and no more than 185 total work days for teachers employed the previous year, of which no more than 180 will be student instruction days for each school year.
2. The 186 and 185 total work day limitations may be waived by mutual consent for high school teachers in a non-standard teaching day assignment (Article V.B.c.i.).
3. Adult Education will follow a calendar which will meet the state requirement for instructional hours for Adult Education.

B. WORK HOURS FOR K-12 CLASSROOM TEACHERS:

1. Standard and Non-Standard Teaching Day –
 - a. Elementary: The standard teaching day will consist of a six (6) class hour day, including a thirty (30) minute duty free lunch period, of which a maximum of 5-3/4 class hours will be spent in teaching or other supervisory duties for a maximum of 345 minutes.
 - b. Middle school: The standard teaching day will consist of a six (6) class hour day, including a thirty (30) minute duty free lunch period, of which a maximum of five (5) class hours will be spent teaching or other supervisory duties for a maximum of 300 minutes.
 - c. High school: The standard teaching day will consist of a six (6) class hour day, except by mutual consent, including a thirty (30) minute duty free lunch period, of which a maximum of five (5) class hours will be spent teaching or other supervisory duties for a maximum of 300 minutes.
 - i. A non-standard teaching day at the high school may consist of one or more of the following examples:
 1. A six (6) class hour day scheduled outside of the standard teaching day starting and/or ending times.
 2. The equivalent of a six (6) class period day scheduled over multiple days.
 3. More than one or portions of more than one six (6) class period day scheduled in the same day.
 4. A six (6) class hour day in which one (1) or more class hours may not be contiguous to the other class period (e.g., three morning class hours and two evening).
 - ii. Teachers opting into a non-standard teaching day assignment by mutual consent shall retain that non-standard assignment so long as they desire to teach that assignment and/or so long as that assignment is offered.
 - iii. A probationary teacher who is assigned upon initial hire to one or more courses that run during non-standard times may be required to continue working a non-standard schedule until the teacher attains tenure status.
 - iv. The total number of teaching hours between the start of one school year and the start of the next school year for teachers in a non-standard teaching assignment shall be mutually agreed upon between the teacher and the administrator and shall be substantially equivalent to the total number of teaching hours in standard teaching assignments during the regular school year within that same period.

- d. Middle and High School Part-Time and/or Shared Contracts: The standard teaching day will consist of a maximum of six (6) class periods spent teaching or other supervisory duties for a maximum of 300 minutes. Middle and high school part-time contracts will be based on the number of minutes a part-time teacher is assigned to middle and/or high school duties:

<u>Minutes</u>	<u>% of Contract</u>
250-300	100
200-249	80
150-199	60
100-149	40
50-99	20

In addition, each part-time teacher will spend twenty (20) minutes at school for each class hour of student contact time.

- e. When a teacher is assigned, by mutual consent, to curriculum, instruction, or assessment-related duties not necessarily involving student contact time, the teacher's contract shall not be reduced as long as the teacher is performing those duties.
2. Standard Teaching Day Starting/Ending Times
- The standard teaching day shall not start before 7:45 a.m. or extend beyond 3:20 p.m. without professional compensation, except for non-standard teaching day assignments.
 - The 3:20 p.m. limitation may be waived for curriculum study committees but will not exceed beyond 4:20 p.m. without compensation.
 - The 3:20 p.m. limitation may also be waived for faculty meetings with extended meetings not to exceed nine (9) per school year. Notification of such extension shall be given at least four (4) days prior to an extended meeting except in cases of emergency as judged by the Superintendent.
 - The principal will make provisions for teachers on non-standard teaching day assignments to make-up missed faculty meetings at the earliest date and time convenient for both.
 - Except for non-standard teaching day assignments, teachers may leave at 3:20 p.m. on Monday through Thursday, and at 3:10 p.m. on Fridays providing they do not have commitments such as faculty meetings, student appointments, parent-teacher conferences, or other necessary meetings, which may be scheduled by the administration. Teachers who have school-sponsored night time responsibilities may leave at the conclusion of the regular classroom day with permission of the principal.
 - The time between the end of the student day and end of the teacher work day shall be made available for students requesting additional help, contacting parents, completing assignments, taking quizzes or tests, or directed to remain after school for disciplinary purposes, except on days when required to attend faculty meetings.
3. Elementary Relief Period and Planning/Preparation Time
- Elementary teachers will be provided one (1) fifteen-minute relief period each day. Whenever possible, teachers shall only have playground duty on days they have a specials class. At the discretion of the Superintendent or Principal, the fifteen (15) minute relief periods may be waived on days of inclement weather when children cannot go out for recess. Teacher's relief period shall then be alternated so one teacher can supervise and be responsible for a given number of rooms as mutually agreed upon between the teachers and Principal.
 - All elementary teachers will be provided with no less than 300 minutes per week of unassigned time for preparation and planning. In addition to the before and after school prep time, two hundred (200) minutes of preparation time per week shall be provided in blocks of time. In addition, each elementary teacher will be provided with one (1) day of planning each year. If there is additional relief in the schedule due to additional specials time, preparation time shall be increased accordingly. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

4. Teachers of elementary music, art, physical education, reading consultants, and special education teachers shall be provided with relief and preparation time to the same ratio as other elementary teachers in the district.
5. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of any deviation, the matter may be processed through the negotiation procedure.
6. Supply Teaching Compensation:

- a. Any teacher may accept or reject supply teaching at the rate of \$20.00 per class period provided they do not have conflicting assignments for the class periods concerned. Teachers are to be employed in this supply capacity only when it is impossible to secure a regular substitute teacher. The compensation for elementary classes in Art, Music, and Physical Education will be \$20.00 for Art, \$10.00 for Music, and \$10.00 for Physical Education. When and if assemblies, building parties, or other special activities are scheduled by the Administration, the compensation for special classes, which do not meet during such hours, shall be waived.

A teacher may also accumulate a compensated day in the following manner: Six (6) hours of time spent at an administratively assigned function for compensation. Such time must be accrued beyond the length of the teacher's day and year. Compensatory time is limited to two (2) days per school year.

- b. In lieu of compensation as a supply teacher, an individual teacher may accrue compensatory time. The program is voluntary. The individual teacher during the first week of school will inform his/her principal as to his/her willingness to participate in the program. Teachers who indicate their willingness to participate in this program must remain with the program during the course of the school year. Compensatory time is not to be taken the first day before or the first day after a vacation (a vacation is defined as Thanksgiving Break, Winter Break, or Spring Break). Compensatory time may be taken the day before or after a holiday or other break, limited to two (2) teachers per building on any day before or after a holiday or other break period. Compensatory time is limited to two (2) days per year. An individual who has accumulated two (2) days of time will automatically revert to the hourly pay rate. If a teacher is asked to cover another class during their class time, such coverage will be counted as one (1) hour of compensatory time. Compensatory time must be used prior to the last week of the school year. Six (6) hours of supply teaching will constitute one (1) day of compensatory leave, which is not deducted from normal leave days. Teachers must accumulate six (6) hours to be eligible for compensatory leave. All supply hours are to be accumulated by May 24. Teachers with less than necessary six (6) hours will be paid the hourly rate.
7. For specified extra duty assignments not provided for in any other extra duty pay schedule, a teacher shall be entitled to additional compensation as hereinafter set forth. The teacher shall be paid for any time spent beyond the six (6) period teaching day for services rendered in conducting conferences, staff meetings that extend beyond 3:20 P.M. of any school day and attendance at any function where school representation is required. Determination of the additional compensation shall be at an hourly rate as follows: \$25.00 /hr or fraction thereof for teachers (fraction of hours on 1/4 hour intervals). Additional salary amounts due teachers under this provision will be certified by the building Principal and be allowed to accumulate to be paid two (2) times per year - at the end of the first semester/trimester and the close of school in June.
 8. A teacher engaged during the school day in negotiating on behalf of the Association with any member(s) of the Board or participating in the grievance procedure, by mutual agreement between the Association and the Board shall be released from regular duties without loss of salary. This shall not be construed to include negotiation of a contract or master agreement.

C. WORK HOURS FOR K-12 NON CLASSROOM TEACHERS:

1. The conditions listed above in B, 2-8 shall apply.

2. Work hours, with one half-hour lunch of 7:45 a.m. - 3:20 p.m. or its equivalent shall be assigned by the Administration to each non-classroom teacher. Non-classroom teachers may leave at 3:20 p.m. providing they do not have commitments such as faculty meetings, student appointments, parent-teacher conferences, or any other necessary meetings, which may be scheduled by the Administration.

D. OVERLOAD ASSIGNMENTS:

Teachers assigned a sixth (6) class shall be compensated at a rate of six-fifths (6/5) his/her regular salary. Leave days said teacher earns will be increased at a corresponding rate.

E. COUNSELORS AND LIBRARIAN:

The work year for High School counselors and librarian may commence, at the discretion of the Administration, five (5) days earlier than school begins in the Fall and continue five (5) days after the work year for the other teachers ends in June. They shall be paid additional salary computed by using each individual's salary work days for the year and this amount times the number of extra days of employment.

**ARTICLE V
TEACHING CONDITIONS**

A. CLASS SIZE:

1. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education, the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to create an effective learning environment and that the organization of the school and the school days should be directed toward insuring that energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maxima:

Excess Members Allowed			
		Excess	Total
K-2	(22 students)	6	28
3-5	(25 students)	6	31
6-8	(26 students)	6	32
9-12	(27 students)	6	33

Elementary Classroom Teacher

Any class enrollment over the prescribed total number will be reimbursed by the Board at the flat rate of \$3.00 per child, per day, per elementary student.

Elementary/Secondary Specials Teacher

Any class enrollment over the prescribed total number will be reimbursed by the Board at the rate of \$0.01 per classroom minute.

Secondary Classroom Teacher

(Secondary is defined to encompass grades 6-12)

Any class enrollment over the prescribed total number will be reimbursed by the Board at the rate of \$0.01 per classroom minute.

Reimbursement pay will not be paid to any teacher for times when there is an assigned classroom paraprofessional or co-teacher present for a minimum of thirty consecutive minutes on a regular basis, or for time students are with another certified teacher receiving instruction (agreed upon instances include READ 180, RTI, or Specials). In these circumstances, the reimbursement for class size overload shall be

prorated. In order for reimbursement, the teacher must submit documentation within 5 business days after the semester/trimester in which the overload occurred.

The counselor student ratio shall not exceed 1-300.

Alternatives to traditional one-teacher-one class of students method for managing class size may be utilized whenever available to simulate smaller class sizes. These include but are not limited to the use of technology for blended and small-group learning, co-teaching arrangements, large class learning environments with the assistance of another adult and temporary regrouping of students for instruction by another member of the professional staff. The Board agrees to meet regularly with the Association and utilize School Improvement Teams to focus on developing the best possible learning environments for staff and students. If any changes are recommended by the School Improvement Team that require a change in contract language it will be brought to the Board and Association to request a deviation to the collective bargaining agreements.

2. Libraries will be available for student use during student attendance days of the school year.
3. Special Education classes shall not exceed the rules and regulations established in the Special Education code of the State Department of Education.

If it becomes necessary to file for a deviation, then the Board will reimburse the special education teacher at the rate of sixty (60) cents per class hour per child over the allowed number.

4. The form for excess class sizes is contained in Appendix B-3. Copies shall be available at each principal's office.

B. MATERIALS:

The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further efforts shall be continued to seek and use textbooks and supplementary reading materials, which contain the contribution of minority groups to history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. At the time the selection process begins, the Board will be notified of the nature of the undertaking. The Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Local Association. The Board agrees at all times to keep the school reasonably equipped and maintained.

C. LIBRARY:

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school and jointly approved by the Board and the Local Administration.

D. DUPLICATION:

The Board agrees to make available in each school adequate duplicating and copying facilities.

E. FACILITIES:

The Board shall make available in each school adequate lunchroom and restroom facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.

F. TELEPHONE:

Telephone facilities shall be made available to teachers for their reasonable use, not to include personal toll calls charged to the school. A non-locked telephone with access to an outside line shall be available in the Godfrey and ECC teachers' lounge and in the Lee teachers' workroom on the first floor.

G. VENDING MACHINES:

Upon the request of the Local Association, vending machines shall be installed in the Teacher's lounge and lunchroom areas. The proceeds from all such machines shall go to the Local Association.

H. PARKING:

Adequate off-street paved parking facilities shall be provided and properly maintained and identified exclusively for staff use.

I. UNSAFE CONDITIONS:

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.

J. REPORTS TO PARENTS:

It is agreed that reporting pupil progress to parents periodically is a necessary function of the school. All such reporting, including Parent/Teacher Conferences, shall be considered part of the school routine.

1. Progress Reports: Elementary and secondary progress reports will be mailed to students' home addresses at the middle of each trimester.
2. Parent/Teacher Conferences: Elementary and secondary parent/teacher conferences will be held on two different evenings during both first and second trimesters.
 - a. Parent/Teacher Conference dates will be those agreed upon in the negotiated calendar.
 - b. Students will be in a full-day session on the day of scheduled Parent/Teacher Conferences.
 - c. Teachers are expected to participate in Parent/Teacher Conferences and will be given credit for half of a duty day for each of the four evenings that conferences are scheduled (two days per contract year maximum).
 - d. A minimum of two hours will be scheduled for Parent/Teacher Conferences on each of the four evenings. The scheduled starting and ending times will be mutually agreed upon by the building staff and administration.
 - e. In the event a session of Parent/Teacher Conferences is cancelled due to weather or other emergency, they will be rescheduled for the following school night, unless the rescheduled date is a Friday, in which case they will be held on the next school night on the calendar.
 - f. Teachers unable to participate in Parent/Teacher Conferences shall be responsible for rescheduling and conducting conferences.
 - g. Teachers with part-time contracts are expected to participate in all scheduled Parent/Teacher Conferences.

K. MEETINGS:

Teachers' attendance at Commencement exercises, PTA Meetings, and school functions is encouraged. Achievement nights and open house programs shall be limited to two (2) such programs per year. These programs are to be considered a part of the teachers' professional responsibility and are not to be subject to additional compensation.

ARTICLE VI QUALIFICATIONS AND ASSIGNMENTS

A. EXTRACURRICULAR:

Any assignments in addition to the normal teaching schedule during the regular school year including adult education courses, driver education, extra duties enumerated in Appendix B1 and B2, and summer school courses shall not be obligatory but shall be with the consent of the teacher.

B. MENTOR TEACHER:

The parties recognize the requirements of the School Code (MCLA 380.1526) to provide a mentor teacher as a mentor to a probationary teacher.

1. Selection - A mentor teacher shall be selected after consultation with and input of the GLEA President or President's designee by the Principal or Assistant Principal where the probationary teacher is stationed. No teacher shall be forced to accept this position.
2. Revocation - Should the mentor teacher or the assigned teacher feel that they wish to revoke this relationship; they may ask the building principal and/or the GLEA to sever the relationship. If this relationship is severed, a new mentor teacher will be assigned in accordance with paragraph #1 above.
3. Confidentiality - The mentor teacher shall not be used by the Board or the Association as a witness or in any other manner in disciplinary actions against an assigned teacher. Nor, shall the mentor teacher have a formal or informal role in the written evaluation process of the assigned teacher. The relationship between the mentor teacher and the mentee shall only be advisory in nature.
4. Compensation - The mentor teacher shall receive \$150 a year for this service.
5. Role – The mentor teacher is to aid the probationary teacher in becoming familiar with the building procedures, acquainting him/her with adult personnel in the building in which he/she is teaching, and offer aid whenever possible in helping the teacher adjust to his/her teaching assignment.
6. Duties – The duties of the mentor teacher shall include, but not be limited to: (additional duties may be added only with the mutual agreement of the Board of Education and the GLEA)
 - a. Observe at least once per marking period a teaching lesson during the mentor teacher's prep time.
 - b. Provide positive support for a new teacher.
 - c. If the mentor teacher is assigned to a 1st year probationary teacher prior to the before-school in-service, the mentor teacher shall make every attempt to attend the in-service (Association) with the mentee.

ARTICLE VII VACANCIES, PROMOTIONS, TRANSFERS AND LAYOFFS

A. TRANSFERS:

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to another class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Local Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's

academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. POSTING:

Any new positions, including department head positions, shall be posted with accompanying job description

C. TRANSFERS OUT OF UNIT:

Any teacher who shall be transferred to an Administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior. Former administrators will be given seniority according to years of teaching service prior to becoming an Administrator.

D. BOARD POLICIES

See Board Policies 3130-3140 with the accompanying administrative guidelines.

E. SENIORITY:

1. Seniority is defined as the total employment service with the Board; it shall be determined by the date of 1) Letter of Intent; 2) Individual Contract of Employment; or 3) Board Action, whichever of these three comes first.
2. Ties in seniority shall be broken by a drawing.
3. Any employee who has left (quit, resigned, or terminated for just cause) the bargaining unit and who subsequently returns shall accrue seniority and benefits only from the most recent date of return to or hire into the bargaining unit.

F. WAGES AND BENEFITS:

Any layoff pursuant to this Agreement shall automatically terminate the teacher's individual employment contract and all benefits allowed therein including all wages and benefits within this Master Agreement. In the event of a recall of any teacher on layoff, the Board shall restore all rights, wages, and benefits provided for in the Agreement which is in effect at the time of recall to such teacher.

G. ADDRESS:

Any teacher who is on layoff shall keep the Board informed of his/her current home address and telephone number.

H. REPORTING DATE:

Any teacher who is recalled and does not make himself or herself available for employment within ten (10) working days of written receipt of notice, or on a later date mutually agreed upon by the Board and the teacher, shall be considered and treated as a voluntary termination of employment from the Board by the teacher.

I. NOTICE:

The teacher who is to be laid off shall be given written notification of such action and an opportunity for a meeting with the Superintendent at least thirty (30) calendar days before the layoff will occur.

If a bargaining unit member is laid off before the last teacher work day of the school year, said unit member's health benefits shall continue to remain in effect without cost to the member to the extent available through the contracted insurance agent for the duration of the school year.

ARTICLE VIII LEAVE DAY POLICY

A. LEAVE DAYS - DEDUCTIBLE:

Each full time teacher will be credited each year with fifteen (15) days of leave with pay. Each part-time teacher will be credited each year with fifteen (15) days, (pro-rated at their contracted work day) with pay. The unused portion of which shall accumulate from year to year without limitation. A day equals the number of hours scheduled to work on that day. Leave days deducted from the total may be taken for the following reasons subject to the following conditions:

1. Personal Illness or Disability:

The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. The Superintendent may, at his/her discretion, demand a doctor's statement certifying the beginning period and end period of illness and/or physical disability if the teacher is absent more than two (2) consecutive days.

2. Funerals:

a. Chargeable leave days:

1. For funerals of relatives not living in the teacher's household, up to four (4) days may be used.
2. To attend funerals for other deaths, up to one (1) day may be used.
3. Days beyond three (3) used for immediate family members.

b. Non-chargeable leave days:

To make arrangements for and attend the funeral of immediate family members, (mother, father, spouse, **or** those who stand in their stead, sister, brother, grandparents, grandchildren, children, foster children and relatives of the employee or spouse), up to three (3) days may be used.

3. Illness in the Family:

The teacher may use up to four (4) days for caring for members of the family. If additional days are needed the teacher may initiate a request to the Superintendent. The immediate family is defined in Paragraph #2b above.

4. Medical Care or Nursing Care:

The teacher may use up to four (4) days to make arrangements for medical or nursing care for a member of one's immediate family or household as defined in Paragraph #2b above.

5. Doctor's Appointments:

The teacher may use leave days for doctor's appointments with prior permission of that teacher's building principal.

- a. The teachers may use leave days (in half-day increments) for doctor's appointments.

- b. The teacher may leave early or arrive late for doctor's appointments with prior permission of that teacher's building principal.

6. Personal Leave Days:

- a. The teacher may use up to two (2) days for personal leave subject to the following conditions.
 - 1. Teachers desiring to use such leave shall notify at least four (4) working days in advance of the anticipated absence, except in case of emergency, in such case the teacher shall notify as soon as possible. The notification by the teacher shall be given to the teacher's building principal. Such leave not to be granted for more than three (3) staff members of any building level on the same day. If more than three staff members apply, leave will be granted on the basis of the earliest requests.
 - 2. Such leave is not to be used for other compensated work. Such leave will not be granted or used for the first or last day of the school year nor the last working day preceding or the first day following a vacation period (Exceptions: Graduation exercises for the teacher, spouse, or children; honors convocation honoring the teacher and/or military departure of children).
- b. Bargaining unit members may carry over one (1) unused personal day per school year; however no member shall accumulate more than a total of three (3) personal days in a given year.

7. Adoption Leave:

The Board shall grant a leave of up to twelve weeks, including thirty (30) paid working days, from the teacher's accumulated leave, to any teacher for the purpose of the adoption of a child. The request shall be made in writing at least sixty (60) days before the commencement of the leave. Insurance protection as provided in Article XX shall be provided by the Board during the time of the leave.

B. LEAVE DAYS - NOT DEDUCTIBLE:

Leave days with pay not chargeable against the teacher's leave days shall be granted for the following reasons:

- 1. Jury Duty:

Leave for jury duty is allowable. The Board will pay the teacher the difference between the jury duty pay and the teacher's regular salary.
- 2. Court Appearances:
 - a. When subpoenaed as a witness in school related activities.
 - b. When subpoenaed as a witness or when necessary to be in court as a victim.
 - c. The first two (2) days of a court appearance must be taken as personal leave days (if available).
- 3. Absence Due to Injury or Illness:

Incurred in the course of the teacher's employment which is covered by worker's compensation, the Board agrees to pay the difference between worker's compensation allowance and the teacher's regular salary to the limit of said teacher's accumulated leave days for the balance of the school year only.

4. Selective Service Physical Examination:

Such time as required.

5. Administrative Requests:

Attending any function when so requested by the Administration.

6. Professional Observation:

Each teacher may be granted one professional observation day not to exceed two (2) teachers on the same day, not to exceed one third (1/3) of the staff for any one semester/trimester. The following semester/trimester another one third (1/3) of the teachers are eligible, but if by the end of the first semester/trimester of the school year, a number to equal one third (1/3) of the staff have not requested the observation day, persons who went the preceding semester/trimester are eligible up to the one third (1/3) of the staff.

Such observations must be arranged with the building Principal at least four (4) days preceding said observation. Observations are to be beneficial to both the teacher and the school system as determined by mutual consent of the requesting teacher and the building Principal. Arrangements for the day must be clarified and acceptance from the school to be visited should be in writing. Upon completion of observation, a written report shall be filed with the building Principal indicating the nature of the observations, the subject matter or grade level observed and the benefit derived.

Transportation costs are not to exceed ten dollars (\$10.00).

7. Conferences:

Expenses for attendance at conferences will be reimbursed. Permission to attend a conference is subject to the approval of the building principal and requests to attend these conferences are to be presented to the principal at least four (4) days in advance of planned attendance.

C. LEAVE DAYS - RECORD:

The Board shall furnish each teacher with a written statement at a date no later than the first of October of accumulated leave days.

D. LEAVE DAYS - RELINQUISH:

Any tenured teacher at his/her own discretion may relinquish up to and including five (5) of his/her unused portion of leave days above thirty (30) days to another tenure teacher whose emergency accumulation is or will be depleted, but at no time is the number of transferred leave days to be more than the number of allowable days that said teacher has already accumulated for the current year.

E. REPORTING TIME:

Any teacher who has reported for duty and begun the teaching periods, either morning or afternoon and had been on duty three (3) full hours shall be considered on duty that one half (1/2) day and not have leave charged for that one half (1/2) day.

F. MEDICAL LEAVES OF ABSENCE WITHOUT PAY:

A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available may be granted a leave of absence without pay by the Board. Said teacher must return to work by the beginning day of the next semester/trimester or must remain on leave until the first day, the subsequent

semester/trimester. The reemployment of a teacher on such leave is dependent upon physical examination by a doctor of the Board's choice, the Board's expense, indicating the complete recovery from such illness or disability as it applies to a teaching position. For leaves of a longer duration said teacher's rehiring will be dependent upon doctor's statement (as above) and position availability.

Insurance benefits shall fully continue until the teacher is able to return to work, goes on permanent disability, or terminates his/her employment. Such benefits shall continue to remain in effect to the extent available through the contracted insurance agent. See also Article XX.C.

G. ASSOCIATION LEAVE DAYS:

Three (3) accumulative leave days per year will be provided for teachers to conduct Association business. Three (3) additional days per year may be requested if needed. (The Board may approve or disapprove the request.) Accumulated leave days will be capped at ten (10) days. Teachers may use their personal days to conduct Association business if the three (3) days have been depleted. The use of such days in Section G will meet the following conditions:

1. The day is for Association matters that cannot be handled during non-school hours.
2. The Association Representative is to notify the Superintendent at least five (5) days prior to use.
3. Such days may not be used to picket or participate in any strike directed at a school or other agency.

H. NO REIMBURSEMENT:

Any teacher under suspension or subject to dismissal proceedings will forfeit any claim to reimbursement under this article.

I. GRANTING OF LEAVE:

Nothing in this agreement prohibits the Board from considering, approving, or disapproving additional leave requests.

**ARTICLE IX
SABBATICAL LEAVE**

A. PURPOSE:

1. In order to provide opportunities for maximal professional improvement, Sabbatical leave shall be made available to teachers for formal, full time study at a recognized college or university.
2. A request for the Sabbatical leave shall be submitted to the Board at least ninety (90) days prior to the end of the school year. The Board retains the authority to approve or disapprove the request. In the event the Board approves the request the teacher must meet the following eligibility criteria:

B. ELIGIBILITY:

1. An applicant must possess a Michigan Life, Permanent, Professional Education, or Continuing Certificate and must have accrued seven consecutive, full years of teaching service in the Godfrey-Lee Public Schools District.
2. Applicants shall not have received a Sabbatical Leave during the seven (7) years immediately preceding any application.

3. Each applicant must agree to return to service in the Godfrey-Lee Public School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three (3) years or there is a mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him/her during Sabbatical Leave determined by the fraction of the three (3) years not served following the leave. Such Promissory Note shall include an interest percent factor based on the prime rate plus two per cent (2%) at the time of signing agreement for leave. Note: This includes cost of benefits.

C. APPLICATION:

Applications shall be made to the Committee for Sabbatical Leave on or before annual deadline date to be established by the said committee. The application shall be accompanied by plans for the use of the Sabbatical Leave, and evidence that the applicant has been accepted into a graduate program. An exposition of the plan's potential for increasing the applicant's professional competence and such other information will be provided as may be necessary as determined by the committee for Sabbatical Leave.

D. SELECTION:

1. The Committee for Sabbatical leave shall consist of an elementary and a secondary Principal appointed by the Superintendent, a teacher appointed by the Local Association, and the president of the Local Association. The Superintendent, who will vote only in the event of a tie, shall be chairman of the Committee.
2. The Committee will prepare a priority listing of eligible candidates and recommend names for Sabbatical Leave appointment. Provided sufficient qualified applicants have come forth, up to 2% of the body of teachers currently employed will be recommended.
3. Consideration shall be given to:
 - a. Assured eligibility.
 - b. The proposed leave's potential for contributing to the applicant's professional growth.
 - c. The applicant's prior contribution to the Godfrey-Lee Public Schools and potential for future leadership.
 - d. The applicant's need for financial support.
 - e. Any other pertinent factors as established by the Committee.
4. In establishing Sabbatical leave, the Board of Education may grant Sabbatical leave to as many candidates as are recommended by the Committee for Sabbatical Leave but not to exceed a number equal to 2% of the teachers of the school district at the time leaves are granted.

E. COMPENSATION:

1. While on Sabbatical leave a teacher shall receive 50% of his/her teaching salary for the time involved.
2. A teacher shall receive all related fringe benefits as provided for teachers by the Board of Education.

3. The teacher is responsible to notify the business office of the place in which the payroll check shall be addressed while he/she is on leave. Checks will be mailed to that address on or before regular payday.

F. MISCELLANEOUS ADMINISTRATIVE PROVISIONS:

1. Sabbatical leave may be for a portion of the year but may not exceed a full school year. The leave may be taken in semester/trimester increments, not to exceed a full school year.
2. A teacher on Sabbatical leave may not deviate from his/her approved plan except with the written permission of the Superintendent.
3. Sabbatical leave will be automatically terminated should the grantee be placed upon a probationary academic status by his/her college or university.
4. Any falsification of information by the teacher in application or other reports required as a part of Sabbatical leave may subject the leave to termination upon the recommendation of the Committee for Sabbatical Leave.
5. Upon return from Sabbatical leave the teacher shall be advanced on the salary schedule as though he/she had been employed as a teacher during the period of leave; he/she shall be restored to his/her former position, if possible, or to a position of at least comparable nature of status and seniority.

**ARTICLE X
UNPAID LEAVE OF ABSENCE**

A. EXCHANGE TEACHING:

A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other school districts, States, territories, or Countries, foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full time participant in such program; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. An applicant must possess a Michigan Life, Permanent, Professional Education, or Continuing Certificate and must have accrued seven consecutive, full years of teaching service in the Godfrey-Lee Public Schools District. Upon return from such leave, a teacher shall be at the same position on the salary schedule as he/she would have been if he/she had taught in the district during such period. Benefits shall not accrue during said leave.

B. STUDY:

A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of engaging in study at any accredited college or university reasonably related to his/her professional responsibilities. Upon return from the leave, the teacher will be assigned to a position for which the teacher is certified and qualified. No salary or benefits shall accrue during the leave.

C. MILITARY:

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position as he/she would have been had he/she taught in the District during such period.

D. ASSOCIATION OFFICER:

A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of serving as an officer of the Association and its staff.

Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

E. PUBLIC OFFICE:

A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for or serving in a public office. Upon return from the leave, the teacher will be assigned to a position for which the teacher is certified and qualified. No salary or benefits shall accrue during the leave.

F. CHILD CARE LEAVE:

Child care leave of up to twelve (12) months shall be granted to a teacher upon the request of the teacher provided such request is made at least sixty (60) days prior to the commencement of the leave, and providing the teacher has been teaching for a minimum of one year since returning from previous child care leave. Such request shall indicate the date of return and the date of return must coincide with a new marking period. Upon return from leave, the teacher will be assigned to a position for which the teacher is certified and qualified. No salary or benefits shall accrue during the leave.

G. CAREER EXPLORATION LEAVE:

The Board shall grant a leave of up to one (1) year to any teacher for the purpose of career exploration. Such request shall indicate the date of return, and such date must coincide with a new marking period. Upon return from such leave, the teacher will be assigned to a position for which the teacher is certified and qualified. No salary or benefits shall accrue during the leave. The term "career exploration" is intended to be the temporary experience working in a business, industry, organization, or institution outside of the field of education, for which the experience gained by the member upon return from such leave will be useful in linking classroom teaching and learning for students to real world jobs and careers. Any requests for leave for this purpose will be the subject to review of the superintendent and approval by the Board of Education. If approved, the member will be expected to return on the date stipulated by the Board of Education approval and their failure to report will be considered a voluntary resignation. Extenuating circumstances may be presented to the board for board approval.

H. TIMELY NOTICE OF ANTICIPATED RETURN TO WORK

Employees on approved unpaid leaves of absence (with the exception of illness, debilitating illness, or military leave) for one or more semester/trimesters must notify the Superintendent of their planned return to work no later than sixty (60) days before the end of the last semester/trimester of the approved leave. Failure to do so will delay the employee's return to work until the following school year. Failure to provide timely notice of planned return to work per the above in the second year shall be considered a voluntary resignation.

**ARTICLE XI
ACADEMIC FREEDOM**

A. FREEDOM:

Teachers shall be allowed to study, investigate, and teach facts and ideas concerning man, human society, the physical and biological world, and other branches of learning according to community standards mutually agreed upon by the Board and the teaching staff. If an area of concern arises, a committee of three (3) Board members, three (3) teachers, and three (3) community members will meet to resolve the area of concern.

B. CONTROVERSIAL ISSUES:

Training for effective citizenship in a democracy is accepted as one of the major purposes of the Godfrey-Lee Public Schools. The instructional program established to achieve this purpose demands free discussion of issues including discussion of those issues that may be considered controversial. Free discussion of controversial issues is the heart of the democratic process. Freedom of speech and the free access to information are among our most cherished American traditions.

For the Godfrey-Lee Public Schools controversial issues are defined in the terms of the rights of pupils rather than in the terms of the rights of teachers.

The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The teacher must approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using his/her classroom privileges and prestige to promote a partisan point of view. Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and as far as possible, only teachers of broad experience and superior ability are to be assigned a subject in which a large body of the material involves controversy.

**ARTICLE XII
TEACHER EVALUATION AND PROGRESS**

A. TEACHER EVALUATION:

Observation and evaluation of the performance of each teacher is the responsibility of the Board. An evaluation is an official written record signed by the Administration and the teacher that is placed in the teacher's official personnel file.

B. COMPLAINTS:

Any written complaint made against a teacher or person, for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher. Complaints shall not be incorporated into the teacher's evaluation or personnel file, unless it has been reduced to writing and the teacher has been informed of the complaint.

C. CLASSROOM FUNCTIONS:

When conducting the observation the Administrator shall not attempt to participate in the functions which are the duties and responsibilities of the teacher.

D. PERSONNEL FILE:

Each teacher shall have the right, upon request, to review the contents of any file concerning him/her in the presence of an Administrator. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

1. All teacher evaluation reports.
2. A copy of the teacher's certificate for incoming teachers.
3. A transcript of academic records.
4. Tenure recommendation.

No material may be placed within the personnel file without allowing the teacher an opportunity to file a response thereto and said response shall become a part of said file.

E. SUBJECT TO GRIEVANCE:

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

F. WRITTEN EVALUATION:

The Administration will prepare a written report of the observation. Included in the report will be the teacher's areas of weakness with prescribed suggestions for change. The evaluator should note improvement on a previously noted deficiency, provided the evaluator observes an improvement in that deficiency. A teacher who disagrees with an evaluation or recommendation may submit a written response, which shall be attached to the evaluation.

G. FINAL EVALUATION:

A final written evaluation of the job performance of each teacher will be completed by the evaluator. The evaluation will be reviewed by the evaluator and the teacher. Upon completion of the review, both the evaluator and the teacher shall sign the evaluation. A copy will be given to the teacher and a copy will be placed in the Board's official personnel file of the teacher.

H. TERMINATION:

Prior to the Administration recommending to the Board that a teacher be terminated, the teacher will be notified of such recommendation.

I. REPRESENTATION:

A teacher shall have an opportunity to have present a representative of the Local Association when he/she is being reprimanded or disciplined for any infraction of school policy or delinquency in professional performance, excluding the formal observations and evaluations. No action shall be taken with respect to the teacher until such representative of the Local Association is present. The Local Association representative may invite to the meeting, an Association representative. A member of the Association involved in extracurricular activities may have a representative present in an unofficial capacity when he/she is being reprimanded, warned, or disciplined.

J. TEACHER DISCIPLINED:

No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without due process as defined in the tenure codes. Any such disciplinary action, reprimand, or reduction in rank, compensation or advantage shall be subject to the professional grievance negotiation procedure herein set forth.

**ARTICLE XIII
PROFESSIONAL BEHAVIOR**

A. RULES:

Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. VIOLATIONS:

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, 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. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline of the Code of Ethics of the education profession shall be promptly reported to the offending teacher and to the Local Association. The Local Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

C. DRESS:

Faculty members are expected to be neat in appearance at all times.

**ARTICLE XIV
TRANSFERABLE PROFESSIONAL EXPERIENCE**

A. OUTSIDE TEACHING EXPERIENCE:

The Board may place teachers signing a contract with the Godfrey-Lee Public Schools for the first time on any step on the salary schedule the Board desires.

B. GODFREY-LEE EXPERIENCE:

Full credit for prior professional experience in the Godfrey-Lee Public School system shall be allowed.

**ARTICLE XV
MAINTENANCE OF STANDARDS**

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the association.

**ARTICLE XVI
CONTINUITY OF OPERATION**

- A. During the terms of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Godfrey-Lee Public Schools.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- C. In the event either the Association or any teacher(s), or both, violate the intent of this Article, the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any teacher involved in the violation of this Article may be subject to disciplinary action. Nothing contained in this Article or action taken by the Board as a result of the violation of this Article shall be subject to the grievance procedure except to determine if there in fact was an actual violation of this Article by a teacher, group of teachers and/or Association.

- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to these conditions, teachers shall not be required to report for duty.

ARTICLE XVII PROFESSIONAL COMPENSATION

A. SALARY:

The basic salaries of the teachers covered by this Agreement are set forth in Appendix B that is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. CALENDAR:

The Salary Schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement. For classroom assignments in excess of the regular school calendar and the normal teaching load, the teacher will be compensated at one and one-half (1 1/2) times his/her individual hourly rates.

C. HOURLY RATE:

A teacher's hourly rate is to be determined by dividing his/her annual salary by the number of hours he/she teaches per day, times the number of days which he/she is contracted. (New teachers: 186 days, all others: 185 days).

D. EXTRACURRICULAR:

Teachers involved in extra duty assignments as set forth in Appendix B1 and B2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

E. TRAVEL:

Teachers who are required to instruct classes at more than one site and who drive personal automobiles from one site to another shall receive a car allowance reimbursement equal to the current IRS rate.

F. SALARY PAYMENTS:

All individual contracts will be subject to a pay option plan. Contractual salaries will be divided by twenty-one (21) or twenty-six (26) pays as requested by the employee on forms provided by the Administration. Teachers must select twenty-one (21) or twenty-six (26) pays no later than June 30th of the preceding school year in order to avoid additional taxes per IRS Section 409A. This election must be irrevocable for that school year. This election will remain in place for subsequent years unless the employee elects a change. If no election is made or it is not made on time, the employee will be paid over twenty-one (21) pays.

G. TUITION PAYMENTS:

Teaching personnel with a valid standard of teaching certificate are to be reimbursed the actual costs of tuition for the successful completion of academic courses taken during the period of July 1 to June 30 each year, subject to the following provisions:

1. For reimbursement, the course must be in a subject required to earn a graduate-level degree or additional certification/endorsement in an academic content area. The course must be offered through an accredited college or university.

The association will develop a process of tracking members anticipated lane changes for the purposes of budgeting each year.

An annual fund of up to \$25,000 each year will be provided by the Board of Education to be administered by the G.L.E.A. Executive Board. The policies for the administration of this fund are to be determined by the Executive Board. Any unexpended amount shall carry over from year to year.

2. There will be no reimbursement for classes taken under any scholarship grant. A teacher must have completed two (2) years in the school district to be eligible for tuition reimbursement. The reimbursement shall be paid one (1) time in September of each year for courses taken during the previous year.

H. OTHER DEDUCTIONS:

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, saving bonds, City Income Tax, United Fund, or any other plans or programs jointly approved by the Local Association and the Board. Before necessary office procedures are begun for any such deduction from a company other than those we presently have, a minimum of five (5) staff members must submit a request for this service.

I. DIRECT DEPOSIT:

Direct deposits will be made available to any bank or credit union. A copy of the paycheck stub will be available electronically through the District's website. If an employee does not have a bank account, a payroll card or a printed paycheck will be provided by the District at the District's expense as required by law.

J. PROFESSIONAL DEVELOPMENT:

New teachers will be required to obtain a minimum of fifteen (15) days over a three (3) year period of approved professional development, in addition to the regular work year, without additional compensation.

ARTICLE XVIII INSURANCE PROTECTION

The Board agrees to furnish to all teachers the following insurance protection.

A. HEALTH, LIFE, DENTAL, VISION, AND LTD:

Each full-time teacher may elect insurance coverage according to one of the following options as defined herein below:

1. Plan A:
 - MESSA Choices II health Insurance with \$200/\$400 deductible, \$10/\$20 Rx and \$10 OV, MESSA ABC Plan 1, or MESSA ABC Plan 1+ 10% Co-Insurance.
 - Long Term Disability Insurance at 66 & 2/3% with ninety (90) day waiting period (modified fill) - \$4,000 Maximum.
 - Delta Dental Plan, 100/100/90/80 with suffix coordination 50/50/50/50, with \$2,000 annual max; \$1,500 with Adult Orthodontic
 - Life Insurance of \$45,000 – AD & D
 - Vision Care Plan VSP III.
2. Plan B:
 - LTD - Same as Plan A.
 - Delta - Same as Plan A.

- Vision - Same as Plan A.
 - Life Insurance \$50,000; Dependent Life \$2,000/\$2,000.
 - Cash Option - \$250.00 per month
3. Part-time teachers are eligible to elect Plan A prorated according to the part of the day taught. Part-time teachers, (50% or above) are also eligible to select Plan B with premium fully paid. The amount of money paid into the cash option for part-time teachers selecting Plan B will be prorated according to the part of the day taught.

B. EXHAUSTED SICK LEAVE:

In the event an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

C. PAYMENT OF PREMIUMS:

The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1 and ending August 31 when necessary. Premiums on behalf of the teacher shall be made retroactively or prospectively to insure uninterrupted participation and coverage

Beginning July 1 of each year the amount of premium paid by the District for health insurance will be the maximum allowed by state law. For the duration of this contract, there will be no premium contribution by members for benefits other than health insurance. For health insurance plans where the premium falls below the cap amount, the difference will be returned to the member through his/her deductible account.

D. ADDITIONAL GROUP LIFE INSURANCE:

Teachers may buy additional group life insurance through payroll deduction as per rules of MESSA insurance.

**ARTICLE XIX
STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. RESPONSIBILITY:

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 may take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. INTEREST:

It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

C. EXCLUSION:

A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. Students sent to the office are to be accompanied to the office.

D. ASSAULT:

Any case of assault upon a teacher 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 promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

E. LEGAL COUNSEL:

If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

F. TIME LOST:

The Board reserves the right to pay the teacher for time lost on a case-to-case basis in connection with any incident in this article.

G. LOSS OF PERSONAL PROPERTY:

In the event of an altercation between a student and a teacher on duty in the school or on the school premises in which the teacher has acted according to stated Board policies covering the situation, the Board will reimburse the teacher for any loss or damage of the teacher's personal property. If the teacher is injured in such an altercation, approved medical and hospital expenses incurred during the following twelve (12) months which are not covered by Worker's Compensation or hospitalization insurance will be reimbursed by the Board.

H. COMPLAINTS FROM PARENTS:

No action shall be taken upon any complaint by the parent of a student directed towards the teacher, unless that complaint is in writing, and signed by the parent. Nor shall notice thereof be included in said teacher's personnel file, unless a copy of the information is provided to the teacher concerned. The teacher shall also be provided the opportunity to meet with the parent concerned.

I. EXPULSION:

Corporal punishment, expulsion and suspension procedures will follow the adopted Board Policies and the legal interpretation of the courts for the State of Michigan and the U.S. Supreme Court.

Teachers may refer to the Board policies 5605, 5610, 5630 and 5630A along with the administrative guidelines associated with those policies for more information.

**ARTICLE XX
DISTRICT/SCHOOL IMPROVEMENT TEAM**

The D/SIT shall meet after school hours as necessary during the regular school year and advise the Board of Education on such matters as teaching techniques, courses of study, textbooks, pupil testing and evaluation, criteria for student promotion, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters.

**ARTICLE XXI
PROFESSIONAL GRIEVANCE PROCEDURE**

A. AGENT:

Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement relating to wages, hours, terms of conditions of employment, may file a written grievance with the Board or its designated representative. The KCEA designates the Local Association President or his/her designee as the agent responsible for processing grievances.

B. THE PROCEDURE GOVERNING GRIEVANCES:

Will be as follows:

1. Definitions:

- a. A grievance is a claim by a teacher(s) that there has been an alleged violation of the Agreement. All such grievances shall be processed as hereinafter provided.
- b. An "aggrieved teacher" is the person or persons who are affected by the claim, hereinafter called the aggrieved.
- c. The term "teacher" includes any individual or group who is employed in a position, (see Article I, Section B) represented by the Association.
- d. 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.
- e. The term "days" shall mean school days.

2. Purpose:

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. 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.

3. Structure:

The Local Association shall establish a Professional Problems Committee which shall be broadly representative and which shall serve as the Local Association grievance committee. In the event that any Local Association representative or any member of the Professional Problems Committee is a party in interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Local Association.

4. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. All grievances, support of grievances, answers, and decisions shall be in writing beginning with Level II, and must be submitted on the Grievance Form. The Grievance Report Form shall be available in the following places: Superintendent's office, High School Principal's office, Elementary Principal's office, Community Ed office, Local Association President's office and Middle School Office.

All grievances must follow the steps described in this agreement starting with level one (I) and ending with level (V), with the exception of class or group grievances which have their own procedures (see Section C on Class or Group Grievances). In the event that there is a failure to appeal a decision at any level within the specified time lines, said failure shall be deemed an acceptance of the decision at that level and further proceeding of the case shall be prohibited.

The teacher has at his/her disposal three (3) procedures for handling his/her grievance: 1) he/she may proceed to process the grievance by himself/herself, 2) with the Association agent, 3) he/she may elect to have the Association agent confer for him/her.

a. Level One - Oral - Immediate Supervisor:

The aggrieved believing that there has been a violation shall within ten (10) school days of the alleged occurrence of the grievance, orally discuss the grievance with the Building Principal and the representative of the Local Association in an attempt to resolve the matter. If no resolution is obtained following the discussion, the grievance will continue in accordance with Level Two, on the Grievance form as shown in the Appendix. An oral grievance must contain the following:

1. A synopsis of the facts giving rise to the alleged violation.
2. Specific sections or subsections of the contract alleged to have been violated.
3. Specific relief requested.

b. Level Two - Written - Immediate Supervisor:

Any written grievance filed by the aggrieved must be received within twenty (20) school days from the alleged violation and no later than ten (10) days after the Level I meeting. The Board hereby designates for its representatives for such purposes, the Principal in each school building and the program administrator for programs not having a principal. Within five (5) school days of the receipt of the grievance, the grievant and/or local association representative shall meet with the building principal or program administrator in an effort to resolve the grievance.

The written grievance must include:

1. The signature of the Association President or Grievance Chair.
2. A synopsis of the facts giving rise to the alleged violation.
3. Specific sections or subsections of the contract alleged to have been violated.
4. Specific relief requested.

The aggrieved shall be present at each level of the grievance procedure unless it is mutually agreed between the Local Association President and the Board representative that the aggrieved shall not be present.

Within five (5) days of the meeting at Level II, the employer will respond in writing to the Association. If the response is not agreeable, the grievance moves to Level III.

c. Level Three - Superintendent:

Any grievance at Level III must be received by the Superintendent within five (5) days of the Level II response on the grievance form. The Superintendent shall respond to the grievant within five (5) days of receipt at Level III on the grievance form. If the Level III response is still not satisfactory to the association, they must request the grievance move to Level IV.

d. Level Four - Board:

The Superintendent must receive the request to move to Level IV within five (5) days of the date of the Level III response. The Association's request to move to Level IV must be received at least five (5) days prior to the next Regular Board meeting in order to be considered at that meeting. When the Board considers the grievance it may:

1. Hold a hearing, or

2. Designate one or more members to hold a hearing, or

3. Otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.

Final Board level response must be within ten (10) days of the Board meeting at which the grievance was heard unless an extension is mutually agreed upon.

e. Level Five - Arbitration:

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration. If submitted, it must be done within twenty (20) school days of the date of the Board level response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such Arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act.

C. CLASS OR GROUP GRIEVANCES:

1. Definition:

Class or Group Grievances arising from the same issue involving multiple supervisors or multiple buildings may begin at Level III with the Superintendent. A grievance involving an individual may also be filed at this level when the Executive Board of the Association agrees that the perceived violation occurred as a result of a written or oral communication from the Superintendent. In any event, actions resulting in written or oral communications from the Principal or direct supervisor can not be initiated at the Superintendent Level.

2. Structure:

The President or Grievance Chair of the Association may initiate a class or group grievance by notifying the Superintendent of the need to meet to discuss the perceived violation.

3. Procedure:

Class or group grievances will follow the steps and time lines specific to them, beginning at the Superintendent level. In the event that there is a failure to appeal a decision at any level within the specified time lines, said failure shall be deemed an acceptance of the decision at that level and further proceeding of the case shall be prohibited.

a. Level One - Oral - Superintendent

The Association President or Grievance Chair must meet with the Superintendent or designee within five (5) days of the perceived contract violation in an effort to resolve the problem.

The oral discussion must include:

1. A synopsis of the facts giving rise to the alleged violation.
2. Specific sections or subsections of the contract alleged to have been violated.
3. Specific relief requested.

If no resolution is obtained following the discussion, the grievance will continue in accordance with Level II on the grievance form shown in the appendix.

b. Level Two - Written - Superintendent

Any written grievance filed by the Association must be received by the Superintendent within ten (10) school days from the alleged violation. The written grievance must include:

1. The signature of the Association President or Grievance Chair.
2. A synopsis of the facts giving rise to the alleged violation.
3. Specific sections or subsections of the contract alleged to have been violated.
4. Specific relief requested.

The Superintendent shall respond to the Association within ten (10) days of the receipt of the written grievance form. If the response at this level is not satisfactory, the Association may request the grievance move to the next level.

c. Level Three - Board

The Superintendent must receive the request to move to Level III within five (5) days of the date of the Level II response. The Association request to move to Level III must be received at least five (5) days prior to the next regular Board meeting in order to be considered at that meeting. When the Board considers the grievance it may:

1. Hold a hearing, or
2. Designate one or more members to hold a hearing, or
3. Otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance.

Final Board level response must be within ten (10) days of the Board meeting in which the grievance was heard unless an extension is mutually agreed upon.

d. Level Four - Arbitration

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration. If submitted, it must be done within twenty (20) school days of the date of the Board level response. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such Arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act.

D. AUTHORITY:

If any aggrieved for whom a grievance is sustained shall be found to have been improperly reprimanded, improperly deprived of a position or unjustly discharged, the arbitrator will have authority to reinstate the teacher with full reimbursement for all lost compensation. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

E. OTHER REMEDIES:

It is expressly understood that the grievance procedure shall not apply to those matters for which statute authorizes specific remedy, such as Tenure Teacher dismissal.

F. TIME LIMITS:

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

G. MAY 1:

In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, upon mutual agreement, the grievance may be submitted to expedited arbitration under the rules of the American Arbitration Association.

H. MISCELLANEOUS:

1. A grievance may be withdrawn at any level at any time.
2. No reprisals of any kind shall be taken by either party against anyone for participating in the grievance procedure by reason of such participation.
3. The arbitrator shall have no power to order the following:
 - a. Re-employment of any probationary teacher.
4. Non-tenure teachers shall be allowed a Board level hearing in cases of non re-employment.

**ARTICLE XXII
NEGOTIATION PROCEDURE**

A. DISCUSSIONS:

It is contemplated that matters not specifically covered by this Agreement but of common concern to the Parties shall be subject to professional discussions between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. SALARY SCHEDULES:

The Salary Schedule set forth in Appendixes B, B1, and B2, as hereto attached shall be in effect for the duration of this contract. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for the new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the teachers and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

**ARTICLE XXIII
PART-TIME CONTRACTS**

A. TIME OF DAY ALLOWED TO LEAVE:

Part-time teachers may leave upon completion of their last class providing they do not have commitments such as parent-teacher conferences, student appointments or other necessary meetings. If faculty meetings conflict with their daily schedule, the part time teacher is responsible for meeting with the Administration so that the purpose and information concerning the faculty meeting can be imparted.

Part-time teachers are expected to comply with Article VI, Section K as it applies to their individual position.

B. CONDITIONS OF CONTRACT:

Any contract for a part-time teacher shall be subject to all conditions of this contract. Nothing in this Article is intended to limit any other rights granted in this contract.

C. LEAVE DAYS:

Each part-time teacher will be credited each year with fifteen (15) days (Prorated at their contracted work day) with pay. Days accumulated while a part -time teacher will be converted to full-time equivalence (F.T.E.) at the end of the year. For hourly staff, a day is considered the regular hours scheduled for that day.

D. OTHER:

Any contract for a teacher initially hired as a part-time teacher shall be subject to all conditions of this contract with all benefits to the extent permitted by the terms of the applicable insurance policies or other fringe benefits setting forth conditions of eligibility in those programs, leave days, etc., prorated according to the part of the day taught. If this part-time position is not renewed and/or not needed, the teacher will be offered a full-time position in an area for which the teacher is qualified or certified, such an offer to be made when an opening becomes available because of a teacher leaving the district for other reasons that lead to a vacancy which the Board chooses to fill. For employment purposes, seniority, certification, and qualifications are defined in Article XVII.

E. SALARY:

Salary will be determined on a pro-rated basis based upon the actual part of the workday taught.

F. BENEFITS:

In the event that a full-time teacher is requested to accept a part-time contract for the subsequent school year, full fringe benefits will be paid by the Board until such time as a full-time position becomes available for that teacher. These benefits will be full to the extent available through the contracted insurance agents.

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

A. FULL AGREEMENT:

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. INDIVIDUAL CONTRACT:

Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided by the Board of Education and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The Board shall not solicit execution of any individual contract at such time or in such a manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

C. BOARD POLICY:

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. INTELLECTUAL RIGHTS:

All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy-written or sold by the district except that the school directly shall be entitled to free use of such materials.

E. CONTRARY TO LAW:

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effort.

F. BOARD MINUTES:

The Association shall have access to online copies of all Board Minutes.

G. AGREEMENT COPIES:

Copies of this agreement titled, "Professional Agreement between the Godfrey-Lee School District and the KCEA, MEA, NEA," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed, or as soon as possible, and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish the Local Association an electronic copy of the Master Agreement for its use.

**ARTICLE XXV
RESIGNATION/RETIREMENT**

A. NOTIFICATION:

Notification of resignation or retirement must be filed with the Superintendent prior to April 1 of each year.

B. UNUSED LEAVE DAYS – K-12:

A teacher with fifteen (15) years of service with Godfrey-Lee Public Schools shall be compensated for unused leave days at a rate of twenty five dollars (\$25.00) per day up to 300 days. Teachers with 15 years of service with the district at the time of ratification shall not be held to the 300 day cap.

C. TERMINATION PAY:

For teachers who have completed ten (10) years of teaching in the Godfrey-Lee School District but retire or leave voluntarily before qualifying for longevity payments, a termination payment of forty dollars (\$40.00) for each year of service in the Godfrey-Lee School District shall be paid.

D. HOLD HARMLESS:


The Association shall protect and save the Board of Education harmless from any and all claims, demands, suits, and other forms of liability of whatever nature in the implementation of this Article.

**ARTICLE XXVI
DURATION OF THE CONTRACT**

This agreement shall be effective as of September 1, 2017 and shall continue in effect until the 31st day of August, 2019. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. All items herein considered and agreed upon shall be effective for the duration of this agreement. No other items shall be negotiated except by mutual agreement by the Board of Education and the Association.

Officially designated personnel for the Board of Education and the Association have affixed their signatures hereto:

GODFREY-LEE PUBLIC SCHOOLS
BOARD OF EDUCATION



PRESIDENT



SECRETARY



VICE PRESIDENT



SPOKESPERSON

GODFREY-LEE PUBLIC SCHOOLS GLEA &
KENT COUNTY EDUCATION ASSOCIATION



KCEA/MEA/NEA



EA NEGOTIATOR



EA NEGOTIATOR



EA NEGOTIATOR

**APPENDIX B
SALARY SCHEDULE 2017-18**

2017-18 Salary Schedule			
Step	BA	MA	MA+30
1	\$36,872.55	\$40,458.88	\$42,190.96
2	\$38,716.92	\$42,482.07	\$44,299.92
3	\$40,653.36	\$44,606.71	\$46,515.70
4	\$41,822.52	\$46,836.75	\$48,343.83
5	\$43,914.81	\$49,179.08	\$50,760.10
6	\$45,670.51	\$51,636.66	\$53,298.59
7	\$48,330.43	\$53,429.60	\$56,540.12
8	\$50,416.74	\$55,566.98	\$59,367.42
9	\$52,698.19	\$58,084.47	\$62,971.92
10	\$55,631.81	\$60,899.70	\$66,847.22
11	\$57,025.75	\$62,345.00	\$67,147.07
12	\$57,879.06	\$63,145.00	\$68,149.62
13	\$58,159.74	\$63,781.34	\$68,300.00
14	\$58,447.62	\$64,747.01	\$68,838.57
15	\$60,000.00	\$65,194.98	\$69,526.38
16		\$65,848.01	\$70,222.27
17		\$66,505.95	\$70,425.00
18		\$67,170.76	\$71,123.00
19		\$67,842.45	\$71,633.00
20		\$68,521.01	\$72,349.00
21		\$68,712.15	\$73,432.00
22		\$69,057.30	\$73,873.00
23		\$69,899.74	\$74,164.86
24		\$70,249.33	\$74,536.11
25		\$70,600.89	\$74,909.34
26		\$70,808.92	\$75,283.56
27		\$71,163.68	\$75,659.76
28		\$71,518.44	\$76,037.94
29		\$72,602.38	\$76,760.00
30		\$74,072.78	\$78,780.00

**APPENDIX B
SALARY SCHEDULE 2018-19**

2018-19 Salary Schedule			
Step	BA	MA	MA+30
1	\$37,241.28	\$40,863.47	\$42,612.87
2	\$39,104.09	\$42,906.89	\$44,742.92
3	\$41,059.89	\$45,052.78	\$46,980.86
4	\$42,240.75	\$47,305.12	\$48,827.27
5	\$44,353.96	\$49,670.87	\$51,267.70
6	\$46,127.22	\$52,153.03	\$53,831.58
7	\$48,813.73	\$53,963.90	\$57,105.52
8	\$50,920.91	\$56,122.65	\$59,961.09
9	\$53,225.17	\$58,665.31	\$63,601.64
10	\$56,188.13	\$61,508.70	\$67,515.69
11	\$57,596.01	\$62,968.45	\$67,818.54
12	\$58,457.85	\$63,776.45	\$68,831.12
13	\$58,741.34	\$64,419.15	\$68,983.00
14	\$59,032.10	\$65,394.48	\$69,526.96
15	\$60,600.00	\$65,846.93	\$70,221.64
16		\$66,506.49	\$70,924.49
17		\$67,171.01	\$71,129.25
18		\$67,842.47	\$71,834.23
19		\$68,520.87	\$72,349.33
20		\$69,206.22	\$73,072.49
21		\$69,399.27	\$74,166.32
22		\$69,747.87	\$74,611.73
23		\$70,598.74	\$74,906.51
24		\$70,951.82	\$75,281.47
25		\$71,306.90	\$75,658.43
26		\$71,517.01	\$76,036.40
27		\$71,875.32	\$76,416.36
28		\$72,233.62	\$76,798.32
29		\$73,328.40	\$77,527.60
30		\$74,813.51	\$79,567.80

APPENDIX B1 EXTRACURRICULAR COMPENSATION

Duty:	1	2	3	4	5
Senior Band	10.00	11.25	12.50	13.75	15.00
Junior Band	2.75	3.12	3.50	3.88	4.25
Summer Band + Band Camp	2 Weeks Based on Salary				
Senior Choir	9.00	10.00	11.00	12.00	13.00
Color Guard	1.00	1.25	1.50	1.75	2.00
MS Choir	2.75	3.12	3.50	3.88	4.25
Elementary Music Program (Up to 3 evening concerts per year)	0.50 Per Concert				
Godfrey Choir (1 Teacher)	2 Comp Days*				
Class Advisors:					
6th	2.00				
7th	2.00				
8th	2.00				
9th	3.00				
10th	3.50				
11th	3.75	4.25	4.75	5.25	5.75
12th	5.50	6.25	7.00	7.75	8.50
Drama Club (Per Person, up to 2)	4.00	5.00	6.00	7.00	8.00
HS Yearbook w/ Class	2.00	2.25	2.50	2.75	3.00
Spanish Club	1.75	2.00	2.25	2.50	2.75
Science Olympiad	2.75	3.12	3.50	3.88	4.25
Chess Club	2.75	3.12	3.50	3.88	4.25
HS Student Council	5.00	6.00	6.50	7.50	8.00
National Honor Society	3.00				
Varsity Club	5.00				
HS Clubs**	2.00	2.25	2.50	2.75	3.00
Junior National Honor Society	1.00				
MS Yearbook (Per Person, up to 2)	2.75	3.12	3.50	3.88	4.25
MS Student Council	3.50	4.00	4.75	5.50	6.00
MS Clubs**	2.00	2.25	2.50	2.75	3.00
Godfrey Conflict Manager (Per Person, up to 3)	\$150 Per Year				
Godfrey Student Council (2 Teachers)	2 Comp. Days Each*				
Safety Patrol	2.75	3.12	3.50	3.88	4.25
Elementary Clubs**	2.00	2.25	2.50	2.75	3.00
Noon Hour Duty	\$6.00 Per Noon Hour				
Kindergarten Roundup/Special Planning	1 Comp. Day Each*				
Reading Month ECC (2 Teachers)	1 Comp. Day Each*				
Reading Month GEL (2 Teachers)	1 Comp. Day Each*				
Rebel TV (1 Teacher)	2.00	2.50	3.00	3.50	4.00

* Compensatory time for these, or any other approved reasons, cannot be used the day preceding or the day immediately following a vacation (a vacation is defined as Thanksgiving Break, Winter Break, or Spring Break).

** Must have approval from Building Administrator and Business Office.

APPENDIX B2 SCHEDULE FOR COACHING

POSITION:	1	2	3	4	5
BOYS HIGH SCHOOL:					
Football Varsity	11.00	12.00	13.00	15.00	17.00
Football Varsity Asst	7.00	8.00	9.00	10.00	11.00
Football JV	7.00	7.50	8.00	8.50	9.00
Football JV Asst	6.00	6.50	7.00	7.50	8.00
Soccer Varsity	11.00	12.00	13.00	14.00	15.00
Soccer JV	7.00	8.00	9.00	10.00	11.00
Wrestling Varsity	11.00	12.00	13.00	14.00	15.00
Track Varsity	11.00	12.00	13.00	14.00	15.00
Track Varsity Asst	5.00	6.00	7.00	7.50	8.00
Basketball Varsity	11.00	12.00	13.00	14.00	15.00
Basketball JV	7.00	8.00	9.00	10.00	11.00
Baseball Varsity	11.00	12.00	13.00	14.00	15.00
Baseball JV	7.00	8.00	9.00	10.00	11.00
COED HIGH SCHOOL					
Bowling Varsity	11.00	11.50	12.00	13.00	14.00
Cross Country Varsity	11.00	11.50	12.00	13.00	14.00
Sideline Cheer Advisor	4.00	5.00	6.00	7.00	8.00
GIRLS HIGH SCHOOL					
Basketball Varsity	11.00	12.00	13.00	14.00	15.00
Basketball JV	7.00	8.00	9.00	10.00	11.00
Volleyball Varsity	12.00	13.00	14.00	15.00	16.00
Volleyball JV	7.00	8.00	9.00	10.00	11.00
Soccer Varsity	11.00	12.00	13.00	14.00	15.00
Soccer JV	7.00	8.00	9.00	10.00	11.00
Softball Varsity	11.00	12.00	13.00	14.00	15.00
Softball JV	7.00	8.00	9.00	10.00	11.00
Track Varsity	11.00	12.00	13.00	14.00	15.00
Track Varsity Asst	5.00	6.00	7.00	7.50	8.00
Competitive Cheer Varsity	12.00	13.00	14.00	15.00	16.00
Competitive Cheer Varsity JV	7.00	8.00	9.00	10.00	11.00
MIDDLE SCHOOL - BOYS & GIRLS					
Football	5.00	5.50	6.00	6.50	7.00
Football Asst.	2.50	3.00	3.00	3.50	4.00
Basketball (4)	5.00	5.50	6.00	6.50	7.00
Baseball	5.00	5.50	6.00	6.50	7.00
Baseball Assistant	2.50	3.00	3.00	3.50	4.00
Competitive Cheer	5.00	5.50	6.00	6.50	7.00
Competitive Cheer Assistant	2.50	3.00	3.00	3.50	4.00
Soccer (2)	5.00	5.50	6.00	6.50	7.00
Soccer Assistant	2.50	3.00	3.00	3.50	4.00
Softball	5.00	5.50	6.00	6.50	7.00
Softball Assistant	2.50	3.00	3.00	3.50	4.00
Track (2)	5.00	5.50	6.00	6.50	7.00
Volleyball (2)	5.00	5.50	6.00	6.50	7.00
Volleyball Assistant	2.50	3.00	3.00	3.50	4.00
Wrestling	5.00	5.50	6.00	6.50	7.00
Cross Country (Co-Ed)	5.00	5.50	6.00	6.50	7.00

APPENDIX B2
INTERPRETATION OF COACHING SCHEDULE

- A. Each coach will be placed on the schedule in accordance with his/her experience as a coach in that sport up to five (5) years.
- B. All coaches' salaries are determined by the first step of the B.A. degree.
- C. Upon the recommendation of the athletic director, an assistant coach may be authorized by the Board of Education upon the needs and requirements of the sport.
- D. The Board of Education shall protect and save the Association harmless from any or all claims, demands, suits, and other forms of liability of whatever nature in the implementation of differential in rates indicated in this schedule for coaching.
- E. The Director of Athletics and Secondary Principal may make recommendations to the Board of Education to adjust athletic coaching compensation based on the needs of the programs which may include merit compensation based on conditions established by the Board but shall exclude any reference to win-loss records. The Association shall be informed of any changes to the Appendix B2.

APPENDIX C
NON-TENURED ELIGIBLE MEMBERS ONLY
This appendix does not apply to any member who falls under
the scope of the Michigan Teacher Tenure Act

SECTION I-NT ASSIGNMENTS

A. ASSIGNMENT:

1. Non-tenured eligible members (hereafter "member") shall not be assigned outside the scope of their certification except temporarily and for good cause, and the Local Association shall be notified in such instance, along with written statement of reasons for such assignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.
2. The employer shall be responsible for assigning the specific work days and hours for all members.
 - b. Members are to be at their assigned place of duty on time and are to remain until the end of the assigned day or evening.
 - b. In fulfilling their assignments, members shall be required to prepare and keep records of students' progress, conference reports, and test scores, as determined by the Program Administrator.

SECTION II-NT EVALUATION

A. MEMBER EVALUATION:

Evaluation of the performance of each member is the responsibility of the Board. An official observation is a visit of not less than thirty (30) minutes by the Administration (i.e., Principal or immediate supervisor) to the member's place of performance for the purpose of gathering information. It is understood that additional observations of less than thirty (30) minutes may be used in evaluations. An evaluation is an official written record signed by the Administration and the member that is placed in the member's official personnel file. Such evaluation shall be completed on/or before May 1.

B. SUBJECT TO GRIEVANCE:

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, an alleged violation of the evaluation procedure as set forth in this agreement may be grieved.

C. CONDUCTED OPENLY:

All monitoring or observation of the member's job performance shall be conducted openly and with full disclosure.

D. WRITTEN EVALUATION:

Within ten (10) working days after each observation, the Administration will prepare a written report of the observation and will review it with the member. Included in the report will be the member's areas of weakness with prescribed suggestions for change. A Principal or supervisor should note improvement on a previously noted deficiency, provided the evaluator observes an improvement in that deficiency. A member who disagrees with an evaluation or recommendation may submit a written answer, which shall be attached to the evaluation.

E. FINAL EVALUATION:

A final written evaluation of the job performance of each member will be completed by the Administration. The evaluation will be reviewed by the Administration and the member. Upon completion of the review, both the Administrator and the member shall sign the evaluation. A copy will be given to the member and a copy will be placed in the Board's official personnel file of the member.

F. MERIT PAY:

Any merit pay shall be equal to that of tenured teachers.

G. TERMINATION:

Prior to the Administration recommending to the Board that a member be terminated, the member will be notified of such recommendation.

H. HEARING:

Each member who is not entitled to rights under the Michigan Teacher Tenure Act and who has completed at least two (2) years of employment with the Board prior to date of notification (see paragraph G) in any position listed in Article I, Section B, shall be entitled to a hearing before the Board prior to termination.

I. DISCIPLINE:

No member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for reasons that are arbitrary and capricious. Any such disciplinary action, reprimand, or reduction in rank, compensation or advantage shall be subject to the professional grievance negotiation procedure herein set forth.

J. EVALUATION MODEL AND FORMS:

The model and form for the member evaluation will be modeled after that used for the tenure eligible members. Any changes will be made in consultation with a representative of the members and the district.

SECTION III-NT REDUCTIONS IN PERSONNEL

A. LAYOFF - RECALL:

In the event it becomes legitimately necessary to reduce the number of members through layoff of employment, the Board will follow the layoff procedure outlined below:

- a. The Board will consider the application of any member who voluntarily requests to be placed on layoff status.
- b. If reduction is still necessary, the probationary member with the least seniority (see Article XVII.C) with the Board, will be laid off first, provided there is a fully qualified and certified (see Section B following) member to replace and perform all the needed duties of the laid off and/or existing positions.
- c. If reduction is still necessary, the procedure outlined in paragraph b above will be repeated until sufficient reduction is reached.

B. FULLY QUALIFIED AND CERTIFIED:

Fully qualified and certified should be defined as follows and includes all the following:

1. For purposes of this article, the term "certified" shall refer to: all persons providing services holding a certificate, permit or vocational authorization valid in the State of Michigan.
4. The above credentials must be approved by the State of Michigan agencies for which State Aid financial reimbursement is allowed or authorized by the Board's General Fund Budget, Special Programs or other financial resources.

C. WAGES AND BENEFITS:

Any layoff pursuant to this Agreement shall automatically terminate the member's individual employment contract and all benefits allowed therein including all wages and benefits within this Master Agreement. In the event of a recall of any member on layoff, the Board shall restore all rights, wages, and benefits provided for in the Agreement which is in effect at the time of recall to such member.

D. RECALL:

Member(s) on layoff shall be recalled in inverse order of the layoff procedure provided the member being recalled is fully qualified and certificated to be employed in the existing vacancy.

E. REPORTING DATE:

Any member who is recalled and does not make himself or herself available for employment within ten (10) working days of written receipt of notice, or on a later date mutually agreed upon by the Board and the member, shall be considered and treated as a voluntary termination of employment from the Board by the member.

F. NOTICE:

The member who is to be laid off shall be given written notification of such action and an opportunity for a meeting with the Superintendent at least forty-five (45) calendar days before the layoff will occur.

If a member is laid off before the last member work day of the school year, said unit member's health benefits shall continue to remain in effect without cost to the member to the extent available through the contracted insurance agent for the duration of the school year.

Godfrey-Lee Public Schools
GRIEVANCE REPORT FORM – INDIVIDUAL GRIEVANCE

NAME OF GRIEVANT _____ BUILDING _____

ASSIGNMENT _____ DATE CAUSE OF GRIEVANCE OCCURED _____

LEVEL I ORAL GRIEVANCE

DATE OF LEVEL I ORAL DISCUSSION _____ PERSONS PRESENT AT LEVEL I MEETING _____

LEVEL II WRITTEN GRIEVANCE

DATE OF LEVEL I ORAL DISCUSSION _____ PERSONS PRESENT AT LEVEL I MEETING _____

STATEMENT OF GRIEVANCE _____

CONTRACT SECTIONS VIOLATED _____

RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT OR AGENT _____ DATE _____

DATE PRINCIPAL OR ADMINISTRATOR RECEIVED LEVEL II GRIEVANCE _____

DISPOSITION BY PRINCIPAL OR ADMINISTRATOR _____

SIGNATURE _____ DATE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL III SUPERINTENDENT

DATE RECEIVED BY SUPERINTENDENT _____

DISPOSITION OF SUPERINTENDENT _____

SIGNATURE _____ DATE OF RESPONSE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL IV BOARD OF EDUCATION

DATE RECEIVED BY SUPERINTENDENT FOR THE BOARD OF EDUCATION _____

DATE OF THE NEXT REGULARLY SCHEDULED BOARD MEETING _____

DISPOSITION BY BOARD OF EDUCATION _____

SIGNATURE _____ DATE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL V ARBITRATION

DATE SUBMITTED _____ SIGNATURE _____

**GODFREY-LEE PUBLIC SCHOOLS
GRIEVANCE REPORT FORM – CLASS OR GROUP GRIEVANCE**

NAME OF GROUP OR CLASS _____

BUILDING(S) _____ DATE CAUSE OF GRIEVANCE OCCURRED _____

LEVEL I ORAL – SUPERINTENDENT

DATE OF LEVEL I ORAL DISCUSSION _____

PERSONS PRESENT AT LEVEL I MEETING _____

LEVEL II WRITTEN - SUPERINTENDENT

STATEMENT OF GRIEVANCE _____

CONTRACT SECTIONS VIOLATED _____

RELIEF SOUGHT _____

SIGNATURE OF ASSOCIATION PRESIDENT OR GRIEVANCE CHAIRPERSON _____ DATE _____

DATE SUPERINTENDENT RECEIVED LEVEL II GRIEVANCE _____

DISPOSITION BY SUPERINTENDENT _____

SIGNATURE _____ DATE _____

LEVEL III BOARD OF EDUCATION

DATE RECEIVED BY SUPERINTENDENT FOR THE BOARD OF EDUCATION _____

DATE OF THE NEXT REGULARLY SCHEDULED BOARD MEETING _____

DISPOSITION BY BOARD OF EDUCATION _____

SIGNATURE _____ DATE _____

POSITION OF ASSOCIATION _____

SIGNATURE OF ASSOCIATION PRESIDENT OR GRIEVANCE CHAIRPERSON _____ DATE _____

LEVEL IV ARBITRATION

DATE SUBMITTED FOR ARBITRATION _____ SIGNATURE _____