

**AGREEMENT**  
**BETWEEN THE**  
**GOBLES PUBLIC SCHOOLS**  
**AND THE**  
**VAN BUREN COUNTY EDUCATION ASSOCIATION/  
GOBLES EDUCATION ASSOCIATION, MEA-NEA**

**2010-2011**  
**2011-2012**

## **AGREEMENT**

This Agreement made as of the date hereinafter set forth effective August 22, 2011 by and between the Gobles Public Schools, Counties of Van Buren and Allegan, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Van Buren County Education Association/Gobles Education Association, MEA-NEA (hereinafter called the "Association");

WITNESSETH:

**ARTICLE I**  
**PURPOSE AND RECOGNITION**

- A. The purpose of this Agreement is generally to promote peaceful and orderly relations between the parties to the end that the public's interest in providing a quality educational program for the children of the School District may be realized through the cooperative efforts of the professional staff, including teachers and administrators, who by training and experience are particularly qualified to formulate and implement policies and programs designed to achieve that objective.
  
- B. The Board recognizes the Association as the exclusive bargaining representative of all certified professional personnel (i.e., with current teaching certificate) employed by the Board for grades K-12, for, and within, the regular school term, including certified classroom teachers, certified guidance counselors, certified social workers and certified media specialists, but excluding substitute teachers, teacher aides, supervisory and administrative personnel, and all other employees in respect to rates of pay, wages, hours of employment, or other conditions of employment. The term "teacher", when used hereafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.

Certified teachers for the purposes of this agreement shall be defined to include non-certified, non-endorsed classroom teaching personnel as defined in Section 1233b of the Revised School Code.

- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.
  
- D. The Board and Association recognize that the terms of the Master Agreement will remain in force unless changes are mutually agreed to by the Association and the Board in a written letter of agreement.

**ARTICLE II**  
**BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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 properties and facilities, and the direction of the activities of its employees within the scope of their employment.
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  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 manage the means and methods of instruction, and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  5. To develop any type of student instructional schedule that they believe provides the best learning environment for students.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

- B. The Board may consult with the Association, upon the latter's request, concerning any new or modified fiscal, budgetary or tax programs.

**ARTICLE III**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by law. They will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation in any lawful activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. This provision shall in no way be deemed to limit the Association from encouraging or soliciting teachers to join the Association. Membership in the Association shall be open to all teachers regardless of race, color, religion, national origin, age, sex, height, weight, marital status or disability.
  
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights conferred by the Public Employment Relations Act.
  
- C. The Association shall have the right to use school facilities for meetings provided they do not conflict with any previously scheduled activity. The Association agrees to abide by the rules and regulations established by the Board for use of school facilities. The bulletin boards in the staff lounges will be available to the Association at no expense to the Board for maintenance thereof. Inter-school mail and school mail boxes may be used by the Association to distribute official communications such as notices of meetings, social events and announcements of results of Association meetings or elections. Such communications shall be signed by the Association representatives. No other material shall be distributed by the Association through the school mail services. Production and distribution of materials shall be the responsibility of the Association. The Association shall have the right to distribute information via e-mail and telephone; however, it is understood that all electronic communication could be subject to FOIA. Use of technology for personal reasons should be limited during instructional time.
  
- D. The Board agrees to furnish to the Association upon request the information, namely: A list of teaching personnel with their last known address on file, Board agendas, approved minutes of Board meetings, annual financial audits, school budgets, and membership codes used for state funding purposes.
  
- E. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association.

- F. The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:
1. A teacher shall have the right to review the contents of his personnel file, excluding teaching credentials, namely, placement papers and confidential statements of recommendation contained therein, and to have a representative of the Association present during such review, provided that the file shall be reviewed in the presence of the administrator responsible for the safekeeping of such file. A teacher must provide twenty-four (24) hours prior notice to view his file. It is understood that the file cannot be viewed on days when the superintendent's office is not open.
  2. No material originating after the initial date of employment shall be placed in a teacher's file unless the teacher has been given a copy of such material. A teacher may file a written statement (or other relevant material) concerning such material with the Superintendent, or his designee, within ten (10) workdays following receipt thereof. Failure to file a statement shall not be construed to imply agreement with the contents of such material. If, however, a teacher is in substantial disagreement with the contents of such material, a written statement setting forth the grounds of such disagreement shall be filed within the above time period consistent with state law standards. Such written statement shall not be deemed to be a remedy.
  3. Information contained in a teacher's personnel file may not be released to anyone without the written consent of the teacher, except as otherwise permitted by law.

**ARTICLE IV**  
**TEACHING HOURS AND CLASS LOAD**

- A. Each teacher shall be required to report for duty no later than fifteen (15) minutes before student starting times and to open his classroom and be prepared to manage his students.

Middle-Senior High School teachers will remain in their respective classrooms for ten (10) minutes after the student ending time listed below, followed by five (5) minutes during which teachers shall remain in their respective building, except those teachers who have a current extra-duty assignment which requires the supervision of students. Elementary teachers may use the above 15 minutes for any school business within the building. At the conclusion of the above mentioned 15 minutes, teachers will be permitted to leave the building, provided their respective rooms have been cared for. Once each week teachers may be held for meetings, conferences, or other work-connected duties for up to 60 minutes commencing ten (10) minutes after the students ending time with notice thereof given at least one day in advance.

Notwithstanding the foregoing, on Fridays and before scheduled vacation periods, teachers may leave the building ten (10) minutes after student ending times and after their respective rooms have been cared for. Teachers shall make every attempt to meet with parents requesting an after-school conference. In connection with that, the administrator shall not schedule said conference except in emergencies, without prior consultation of the teacher involved.

**STUDENT STARTING AND ENDING TIMES**

<u>Years</u>	<u>Hours</u>	<u>Elementary</u>	<u>Secondary</u>
2010-11	1098	8:00 - 3:15	8:10 – 3:05
2011-12	1098	8:00 - 3:15	8:10 – 3:05

It is understood that if it is necessary to meet state requirements, the length of the student day will be increased. The length of the student day and the calendar will be negotiated each year.

- B. Each middle and senior high school teacher may be required to teach 5 classes requiring 3 separate preparations in non-related classes or 5 classes requiring 5 preparations in related classes per day and shall have one scheduled preparation period each day equal to the length of a student core class period. A teacher may be assigned additional class preparations with the teacher's approval. Teachers who are asked to give up their conference period will be compensated per Article XXII, Section H.

- C. Teachers in grades K-6 shall have at least thirty (30) consecutive minutes of planning time per day with a minimum of two hundred (200) minutes of planning time per week. This planning time will be a common grade level planning time unless impractical due to economic conditions.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of 30 minutes for elementary and 35 minutes for secondary, and shall not be required to eat lunch in a building other than that to which he is assigned. If a teacher wishes to relinquish his lunch period for supervisory duty, hall patrol, gym patrol or cafeteria patrol, he may be allowed an equal time free from his routine schedule or be paid an additional sum as specified by the Board of Education and agreed to by the Association.
- E. The Board recognizes that consideration must be given to the problem of teacher-pupil ratio for the best interests of all concerned; therefore, class size will be maintained at reasonable levels.
- F. During times of parent-teacher conferences, one day of such conferences may, at the discretion of the administration, start at 1:00 p.m. and extend to 8:00 p.m. with one hour for a meal except that any such conference shall not be scheduled on Friday. Any secondary in-service program held on the same day as the elementary parent-teacher conference need not conform to the same time schedule and vice versa.
- G. Each year the elementary, middle school, and the high school will schedule an Open House Program. This evening program will be limited to one and one half hours (6:00 p.m. – 7:30 p.m.) and will be scheduled and announced to teachers at least three weeks in advance. Teacher attendance at this program is required.



**ARTICLE V**  
**TEACHING CONDITIONS**

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end; this provision, however, shall not be deemed to limit a teacher's duties to teaching alone.
- B. The Board shall provide all instructional materials necessary for educating the students.
- C. The Board shall provide duplicating equipment and materials in each building for the use of teachers in preparing instructional materials.
- D. The Board shall provide janitorial service to clean and maintain all classrooms (including boards), lounge and toilet facilities after daily classes are dismissed. Each teacher shall be obligated with respect to the room in which he spends the majority of his time to see that the room is maintained in a tidy condition, namely, to see that at the close of the school day student desks and chairs are properly arranged, windows closed, lights turned off, blinds or curtains left orderly, and boards erased.
- E. The Board shall provide the following teaching aids and facilities:
  - 1. Copies, exclusively for each teacher's use, of all texts used in each of the courses the teacher is assigned to teach, provided that such texts shall remain the property of the school and that the teacher shall be responsible for the texts issued to him.
  - 2. Lunchroom, restroom and lavatory facilities exclusively for staff use in each school building.
  - 3. Telephone facilities for school-related professional use; closet space large enough to store coats, overshoes and personal articles; and enough paved parking spaces for all teachers.
  - 4. A separate desk for each teacher, and lockable storage space.
- F. Teachers shall not be required to perform scheduled hall patrol duties during lunch period, drive school buses, or collect moneys for milk or lunch.
- G. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being, provided, that this provision shall not limit the right of the Board to require teachers to perform the usual and normal requirements of their employment, and provided further that this

provision shall not enlarge the Board's civil liability beyond that imposed by the Michigan Worker's Compensation Statute.

- H. All teachers shall prepare advance weekly lesson plans that reflect relevant state standard, keeping in mind long and short range goals which shall be submitted to their respective principals the day prior to the weekend or scheduled vacation period.

**ARTICLE VI**  
**PROFESSIONAL ASSIGNMENTS**

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, professional, continuing or permanent teaching certificate, and meeting all qualifications required by state and federal law.
- B. Pupils are entitled to be taught by teachers who are working within their area of competence, and who are qualified pursuant to state and federal law.
- C. It is desirable for teachers to be issued their expected teaching assignments for the forthcoming year as promptly as possible.

**ARTICLE VII**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Requests may be made by a teacher for transfer to a different class, building or position. Such requests shall be made in writing, one copy of which is filed with the Superintendent and one copy of which is filed with the Association. The application may be set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
  
- B. Any teacher who shall be transferred to a supervisory 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 to such transfer to supervisory status.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

- A. At the beginning of each school year each teacher shall be credited with six (6) days of sick leave allowance and six (6) days leave allowance. A sick leave day shall be defined as an absence due to any illness or health condition of self, or an absence due to the need to care for a spouse, child or immediate family member with any illness or health condition. Sick leave days are not to be used for vacation, recreational, or social purposes. A leave day shall be used at the bargaining unit member's discretion, with prior written notification (at least twenty-four (24) hours) to the building principal. However, leave days may not be claimed for more than three (3) consecutive days without prior written consent from the building principal. The unused portion of such allowance shall accumulate as sick leave days up to 120 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total leave credit. It is further understood that at the beginning of each school year, each teacher will be granted six (6) sick leave days and six (6) leave days even if this causes the teacher's maximum to exceed the 120 day limit. The leave days used during the school year will be subtracted from the accumulated days, plus the twelve (12) new days. It is further understood that teachers may only carry a maximum of one hundred twenty (120) days over from one year to the next.
- B. Under conditions of inclement weather, or acts of God for which school has been closed for the day, teachers will not be asked to report to school.
- C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's leave days, provided the teacher does not draw leave pay, from the school district. (Payment may be obtained from worker's compensation or insurance or both.)
- D. A teacher may be asked to explain the reason for any leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on requested leave on such days. Other leave requests may be discussed with a teacher if there are concerns regarding such leave.
- E. Court Leave. A teacher shall be entitled to leave for (1) jury service, or (2) court appearances when subpoenaed as a witness in connection with any civil or criminal proceedings, or (3) appearances before a governmental tribunal when subpoenaed as a witness on a work related matter, which cannot reasonably be scheduled outside of the work day. There will be no entitlement to Court Leave when the court appearance is related to the teacher's employment other than with the Gobles Public Schools.

The teacher shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The teacher shall return to his duties whenever his attendance is not actually required and shall give the Board reasonable notice of the

anticipated Court or Tribunal schedule in order to avoid the unnecessary use of substitute teachers.

A teacher shall not be entitled to leave in local tenure or grievance proceedings, which proceedings shall be scheduled outside of the normal school day; however, it is mutually understood and agreed that where a hearing has been scheduled by the Michigan Tenure Commission or the American Arbitration Association during the normal school day and one or more teachers are subpoenaed as witnesses, such teachers shall receive their regular compensation and the Association shall reimburse the Board for compensation paid by the Board to substitute teachers.

- F. Professional Business. At the beginning of every school year, each teacher may be granted time to be used for the teacher's professional business which will not be charged against his leave allowance. Professional business days may be used for any educational purpose upon the approval of the administration. The teacher planning to use a professional business day shall apply on the prescribed form at least one week in advance of his absence, however, shorter notice may be given if the situation does not permit one week's notice. Professional business days shall be used for the purpose of , 1) visitation to view other instructional techniques or programs, 2) conferences, workshops, or seminars conducted by colleges, universities and the Michigan and National Education Associations and/or affiliate departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar.

**Article IX**  
**Leave Bank**

- A. It shall be the purpose of a Leave Bank to benefit those members of the bargaining unit who must be absent from work due to illness for a prolonged period beyond the coverage of their accumulated leave days. Prolonged disability shall be defined as four (4) consecutive weeks with a physician's statement attesting to the incapacity to work.
  
- B. The leave bank is managed and controlled by the GEA. The names of the three (3) Association signatures required to approve leave bank awards shall be filed with the District's Central Office at the beginning of each school year.
  
- C. The leave bank shall be established as follows:
  - 1. At the start of each school year one (1) leave day will be deducted from each member of the association who has been employed by the district for more than two (2) years. Leave days will only be deducted for the Leave Bank at the start of the school year.
  - 2. Members may voluntarily donate up to three (3) additional leave days to the leave bank.
  - 3. Unused leave days in the leave band will be carried over from one year to the next.
  - 4. When the leave bank has accumulated 100 leave days, teachers will not have any leave days deducted at the beginning of the school year. However, members may still voluntarily donate up to three (3) leave days at the start of the school year.
  - 5. Eligibility to use leave days from the bank shall be determined by the Association, but no teacher may draw from the leave band until s/he has exhausted all of their accumulated leave days, while receiving long-term disability, or workers' compensation.
  - 6. A teacher shall not be eligible to draw more than 90 work days' pay from the sick leave bank without reapplication for individual consideration.
  - 7. Maternity leave is not covered under the leave bank.
  - 8. The Association shall notify the District Central Office of the number of leave days to be used and to whom they are given through a form signed by the Association's leave bank administrators.
  - 9. The Association shall keep a record of the leave bank transactions with a copy in the District's Central Office.

**ARTICLE X**  
**TERMINATION PAY FOR UNUSED LEAVE**  
**PAYMENT FOR ACCUMULATED LEAVE DAYS OVER THE MAXIMUM AND**  
**BONUS**  
**FOR PERFECT ATTENDANCE OR LIMITED USE OF LEAVE DAYS**

- A. Termination Pay For Unused Leave - The Board agrees to pay \$30.00 for each leave day up to the limit specified by the Master Agreement upon termination from the School District provided the teacher gives notice by March 1. If the teacher fails to provide notice by March 1, then the board will pay \$10.00 for each leave day upon termination from the School District under the following provisions:
1. The employee will have had to work for the School District a minimum of ten (10) years.
  2. Termination from employment will have to be under normal conditions, provided that if the teacher has felony or tenure charges pending against him/her at the time of resignation the Board will withhold the payment for unused leave days until the outcome of the charges is known. If the charges are dropped or the teacher is found innocent, the Board will pay the teacher for the unused leave days. If the teacher is found guilty, the Board is not obligated to pay the teacher for the unused leave.
- B. Payment For Accumulated Leave Days Over The Maximum - The Board also agrees to pay \$20.00 for each leave day an employee accumulates over the Master Agreement limit. This payment will be paid at the first paycheck after the close of school in June.
- C. Bonus For Perfect Attendance Or Limited Use Of Leave Days-  
The Board agrees to pay a yearly bonus of \$150.00 to each teacher who does not use any leave days during a school year. If one day is used, the bonus will be \$100.00. If two days are used, the bonus will be \$50.00.



**ARTICLE XI**  
**UNPAID LEAVES OF ABSENCE**

- A. Unpaid leaves of absence for no more than one year will be granted to one tenure teacher per year, subject to a limit of one such leave for any one teacher during their employment with the Gobles Public Schools. Upon return from such leave, the teacher shall continue with their normal placement on the salary schedule from which they left. Leaves for the following purposes shall commence on June 30 and application therefore shall be made on or before March 1 of the same year.
1. For attendance and study at an accredited institution of higher learning; for the purpose of participating in exchange teaching program in other states territories, or countries; foreign or military teaching programs; and the Peace Corps, Teachers Corps, as a full time participant in such program.
  2. For the purpose of serving as an officer of the Michigan Education Association.
- B. A military leave of absence consistent with federal and state law shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States for the period of that induction.
- C. Child Bearing & Leave.
1. A teacher shall be eligible for leave if she has filed a written application for maternity leave within three (3) months prior to the anticipated delivery.
  2. The time for the commencement of the leave shall be mutually agreed upon by the Board and the teacher. However, a leave shall not ordinarily be granted prior to the eighth month of pregnancy unless based on a “serious health condition” of the mother or unborn child.
  3. Unless the Board and the teacher shall otherwise agree, leave shall terminate as follows, namely:
    - a. Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.
    - b. Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year.
    - c. If mutually agreed, the leave shall terminate at the time a teacher is medically released to resume her full professional duties regardless of semester breaks.

4. The Board, at least five (5) months prior to the leave termination date, shall request the teacher to sign and return a commitment to resume her position. Such commitment shall be sent by certified mail to the last known address of the teacher as indicated in her personnel file. If she shall fail to sign such agreement at least two (2) business weeks prior to the leave termination date, this failure shall constitute rebuttable evidence of job abandonment, and the employment of such teacher shall be terminated.
  5. Leave shall be without pay. The teachers shall advance on the salary schedule in accordance with the provisions of Article XXII, Section G.
  6. Upon the written application of a teacher, the Board may terminate a leave prior to its expiration.
  7. The Board shall provide a child-care leave consistent with the Family and Medical Leave Act.
- D. Illness/Childcare. An employee on a leave of absence without pay is considered on the inactive payroll and, as such, is not entitled to the benefits under this contract except as may be required by law. An employee who fails to notify the employer of her or his intent and availability to return to work within five (5) days of the end of the leave shall be determined to have voluntarily resigned.
1. Any employee whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay and fringe benefits for such time as may be necessary for complete recovery from such illness, except the limit of such leaves shall be one (1) year from the last day the employee worked. The school may require verification from a medical authority of the school's choice as to the need of the employee for such extended leave.

Applications for leave of absence must be submitted in writing to the Superintendent's Office for approval prior to the starting date of such leave. Upon return from illness leave of absence, the school shall have the right to require verification from a medical authority of the school's choice as to the employee's fitness to return. The cost of the above examination will be paid by the school
  2. Applications for leave of absence must be submitted in writing to the Superintendent's office for approval prior to the starting date of such leave. A leave of absence shall be granted to an employee upon the presentation of a physician's statement indicating the employee is unable to perform essential job functions due to illness or disability. The employee, if eligible, shall be entitled to such unpaid leave of absence in compliance with the regulations under the

Family and Medical Leave Act. Upon return from a leave of absence, the school shall have the right to require verification from the employee's physician as to the employee's fitness to return to work.

After cessation of illness or disability and upon presentation to the Superintendent's Office of a physician's statement indicating that the employee is able to return to work and is able to perform essential job functions, the employee shall be permitted to return to her former position, if that position remains in existence. If the position has been eliminated, the employee shall be reinstated to an equivalent assignment, based on her seniority and qualifications.

If the expiration date of the employee's leave falls during a period of time the employee does not work (summer), the leave will continue until the employee is asked to report to her supervisor.

Failure to report as scheduled will result in termination.

A leave of absence for illness or disability may be extended for an employee filing a request at least thirty (30) days prior to her scheduled return date, provided that said request is accompanied by a physician's statement setting forth the medical necessity for such extension.

3. An employee may apply for an unpaid leave of absence for reasons of child care or adoption. Such leave shall be granted to the extent that the employee is eligible under the Family and Medical Leave Act. The duration of this leave of absence shall not extend beyond twelve (12) months after the date of birth or adoption of the child, as is applicable.

- E. An unpaid short term leave of absence shall be granted to teachers who are officers or agents of the Michigan Education Association and Van Buren County Education Association/Gobles Education Association, MEA-NEA, not to exceed ten (10) school days per year. These leave days shall not be deducted from the members' leave day account. Substitute costs shall be reimbursed by the GEA.

**ARTICLE XII**  
**ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
  
- B. Academic freedom shall be guaranteed to teachers to present and interpret facts and ideas concerning man, human society, the physical and biological world and other branches of learning in an objective, fair, and impartial manner and without the teacher attempting to impose his personal or partisan views in areas subject to varying interpretations or beliefs or subject to controversy.
  
- C. The Board reserves the right to determine the level of suitability and appropriateness of the topics and subjects provided by teacher to student.

**ARTICLE XIII**  
**SPECIAL STUDENT PROGRAM**

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experiences as determined through the individualized education program team process. Special attention may, when deemed appropriate, be given to adjusting class size where special students are placed in a regular classroom. Special education students, discipline problems, and retained students shall be carefully screened and evenly distributed among the classrooms to the extent determined feasible by the administration.

**ARTICLE XIV**  
**PROFESSIONAL BEHAVIOR**

- A. A teacher who is in substantial disagreement with the contents of any material placed in his personnel file wholly unrelated to discipline, evaluation, layoff, recall, placement or any other prohibited subjects of bargaining, and done so after the date of initial employment may file a grievance in accordance with the procedures set forth in this Agreement, subject, however, to the following limitations and guidelines, namely:
1. A teacher may not proceed to Step 2 of the grievance procedure without the expressed approval of the Executive Committee of the Association.
  2. If the Executive Committee agrees that the grievance may be pursued, then and in that event the Association shall first refer the matter to a hearing panel, as hereinafter defined, within ten (10) work days from the date on which the teacher filed with the Superintendent, or his designate, a statement setting forth the ground of his disagreement as provided in Article III, F.
  3. The hearing panel shall be comprised of the Superintendent, who shall be the convener, an Association representative selected by the Association subject to the approval of the teacher, the teacher's Principal, and a representative of the Board of Education selected by the Board. The teacher shall have the right to be in attendance and to speak on his own behalf.
  4. Within ten (10) work days after the matter is referred to the hearing panel, the convener shall schedule a hearing, the purpose of which shall be to review the grounds of the teacher's disagreement and to provide an opportunity for the parties to reach an understanding and/or to make whatever adjustments are deemed appropriate under the circumstances.
  5. Any understanding reached or adjustments made shall be reduced to writing by the Superintendent, or his designate, within ten (10) work days, a copy of which shall be given to each person in attendance at such hearing. If the teacher is satisfied with the results of the hearing, a copy may be placed in the teacher's personnel file at the teacher's request.
  6. If the teacher is not satisfied with the results of the hearing, the teacher, within ten (10) work days from the date of the hearing, or receipt of the written statement from the Superintendent, or his designate, whichever is later, may with the concurrence of the Association, pursue the grievance beginning at Step 2. A copy of the written statement shall be made a part of the grievance file.

**ARTICLE XV**  
**CERTIFICATION, QUALIFICATION AND SENIORITY**

A. The words and phrases as used in this Article and as hereafter set forth shall have the following meanings:

1. "Certified teacher" means a teacher who holds a valid Michigan elementary or secondary certificate, including requisite endorsements, or an approval or vocational authorization issued by the State Board of Education which authorizes the holder to teach or provide professional services at the level(s) and in the subject area(s) identified on the face of the certificate, or the approval or authorization.
2. "Qualified teacher" means a certified teacher who the Board has determined is qualified to perform the duties of the position to which the teacher is assigned. A teacher shall be presumed qualified if such teacher:

--Elementary (K-6 Self-Contained Classroom) holds a valid elementary certificate. Teachers of special subjects, as hereinafter defined, shall be deemed eligible for assignment to self-contained classrooms, provided that they meet the requirements herein provided.

--Elementary (Special Subjects) holds a valid K-12 certificate or elementary certificate together with a major or graduate degree in the special subject(s) as hereinafter defined.

--Secondary (Grades 7-8) holds a valid elementary and/or secondary certificate, provided, however, that a teacher assigned to grade 6 shall possess a valid elementary certificate or middle school certificate endorsement, has a major or minor, or not less than fifteen (15) semester hours, in the particular subjects or professional activity comprising the assignment, or has one (1) or more semesters of satisfactory classroom experience in grades 7-8 within the five (5) year period immediately preceding the effective date of the proposed assignment.

Notwithstanding the foregoing provisions, a teacher will be considered qualified for one (1) school year if such teacher has at least nine (9) semester hours in the particular subject(s) or professional activity comprising the assignment and provides satisfactory evidence of enrollment in an accredited college or university for the purpose of satisfactorily completing at least six (6) additional semester hours within the ensuing calendar year in order to meet the minimum fifteen (15) hour requirement.

--Secondary (Grades 9-12) holds a valid secondary certificate together with a major, minor or endorsement in the particular subject(s) comprising the assignment, or in the case of a teaching assignment not requiring specific certification (such as computer classes), a valid secondary certificate and one (1) or more semesters of satisfactory classroom experience within the five (5) year period immediately preceding the effective date of the proposed assignment.

--Secondary (Special Subjects) holds a valid certificate appropriate to the grade level assignment.

3. "Special subjects" as referred to herein shall include such teaching or professional fields as art, music, physical education, reading specialist, special education, librarianship, guidance counseling and vocational education.
  4. A "major" or "minor" shall be defined in Rule 26 or 27 in the Teacher Certification Code (i.e., Rules 390.1126 and .1127).
  5. "Certificate" means the document issued by the State Board of Education to the teacher authorizing such teacher to teach in certain grades and/or subjects, together with certificate endorsements, which has been filed in the office of the Superintendent of Schools. It is the responsibility of the teacher to insure that the certificate is valid and properly filed, including letters from a recommending institution certifying that the teacher has met the requirements for a certificate or additional certificate endorsement, approvals or authorizations. Decisions concerning matters pertaining to layoffs and recalls shall be based on the certificates and institutional letters on file at the time such decisions are made.
- B. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association within thirty (30) calendar days after the beginning of the school year. The seniority list as furnished shall be conclusively deemed to be accurate unless the Association shall inform the Board of any errors within thirty (30) calendar days after receipt of such list. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, the last four (4) digits of their social security number shall be used in determining their respective positions on the seniority list, with the teacher having the smallest number being assigned greatest seniority. "Service date" as used herein is the date on which the teacher first provided professional services for the Board under a written contract of employment, exclusive of any extra-duty assignment. since any break in service. A "break in service" shall be defined as termination of employment.



**ARTICLE XVI**  
**CONTINUITY OF OPERATIONS**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

**ARTICLE XVII**  
**SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

- A. The Board agrees to use its best efforts to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number or website they may contact before 7:00 a.m. to report unavailability for work. Once the teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher
- B. Teachers who voluntarily accept the assignment of a student teacher shall be known as a Supervisory Teacher. Supervisory teachers of student teachers shall be tenured teachers. The supervisory teacher shall possess a minimum of a Bachelor's Degree in academic preparation. Assignments of student teachers shall be made in their major or minor fields.
- C. Supervisory Teachers of student teachers shall work directly with the University program coordinator and school administration in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.
- D. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- E. The Board agrees to provide intern teachers upon request a copy of the most recent accrediting report, guides, building policies, and a copy of this Agreement to assist them during this period.
- F. The Board shall disclose the amount received from the University placing student teachers. Monies made available to the district by the placing University shall be administered, subject to approval by the Board, by a joint committee composed of the University coordinator, supervisory teachers, and a representative of the Board in a manner determined by the majority of the committee. The following areas are suggested: in-service training programs, released time, and materials and equipment.
- G. The Supervisory Teacher shall file a written report and evaluation with the University coordinator and the administration according to the standards set by the placing University.

**ARTICLE XVIII**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

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, and the following provisions shall be interpreted accordingly.

- A. Whenever it appears that a particular student requires the care of professional counselors, social workers, law enforcement personnel, or other professional persons, reasonable steps will be taken to relieve the teacher from performing such care.
- B. A teacher shall have the right to use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him or as may be necessary to maintain proper discipline over the pupil.
- C. Any case of physical assault upon a teacher shall be promptly reported to the Principal. The Board, or its designated representative, will counsel and advise the teacher of his rights and obligations with respect to such assault and will render reasonable assistance to the teacher in connection with the handling of the incident through law enforcement agencies.
- D. The Board shall adopt one or more policies setting forth guidelines governing the use of corporal punishment and for the suspension and expulsion of students.
- E. The Board will consider, at its discretion, the reimbursement of teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- F. A teacher may exclude a pupil for one (1) class period when the disruptive effect of the pupil's behavior seriously interferes with the teaching-learning process. In such cases, the teacher will furnish the principal, as promptly as possible but not later than the end of the next work day, full particulars of the incident in writing.
- G. It is hereby recognized that in an effort to maintain high standards of student discipline, it may be necessary to keep students at school for a period of time after the normal dismissal time. In order to enable all teachers to better cope with their own discipline problems, each teacher desiring students to stay after school shall be required to exert direct scrutiny and control of their students for the entire period of their detention, unless otherwise directed by an administrator or unless a supervised detention room, which the Board will endeavor to maintain as needed, is available to which a teacher may refer a student. Each teacher detaining students will provide a written notice to the principal's office relative to their names and reasons for their detention immediately after the close of the school day.

**ARTICLE XIX**  
**PROFESSIONAL GRIEVANCE PROCEDURE**

A. Definitions.

1. A "grievance" is a claim based upon an alleged violation of the terms of this Agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. 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.
4. The term "days" shall mean days the superintendent's office is open.
5. The Grievance procedure shall not apply to any event or transaction in which the Association and/or any teacher has commenced a proceeding before any state or federal court, administrative agency or tribunal.
6. All information forming the basis for a grievance action shall be made available to the teacher and the Association, if such teacher requests that such information be made available to the Association.

B. Purpose.

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board or its designated representative for the purpose of securing, at the lowest level possible, equitable solutions to the problem of the parties.

C. Structure.

1. There shall be selected by the Association one or more Association Representatives for each building who shall be made known to the Administration.
2. The Association shall establish a grievance committee. Association representatives shall be members of the grievance committee. In the event that any member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association, if necessary.
3. The building principal or persons designated by the administration shall be the administrative representative when the grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure.

A teacher who believes a violation of this agreement has occurred shall first discuss the matter with his building principal with the objective of resolving the matter informally.

Step 1:

If the matter is not resolved informally, the teacher shall file a formal grievance on the form set forth in Appendix E signed by the grievant and a representative of the Association with the building principal within fifteen (15) days of the event on which the grievance is based .

- a. Within 7 days of receipt of the grievance, the above designated administrator shall meet with the aggrieved person either individually, or together with his Association Representative, or alone with the Association Representative in the aggrieved person's absence.
- b. Within 7 days after the meeting, the administrator shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

Step 2:

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the previous meeting, the grievance shall be deemed denied and then the grievance may be appealed by the Association in writing to the Superintendent of schools within 7 days after the decision in Step 1 is given or is required to be given if none is given.

- a. Within 5 days of receipt of the grievance, the superintendent shall meet with the Association representative alone or together with the aggrieved person, if the aggrieved person desires.
- b. Within 7 days after the meeting, the superintendent shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

Step 3:

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the meeting prescribed in Step 2, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within 7 days after the decision in Step 2 is given or is required to be given if none is given. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall review such grievance, or hold a hearing on the grievance, or give other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than 7 days thereafter. A copy of such disposition shall be given to the teacher and the Association.

Step 4:

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made and the Association wishes to continue with the grievance, notification of same will be submitted to the Board within seven days

following completion of Step 3, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. Rights to Representation.

A teacher has the right to be represented at any step in the grievance procedure by the Association and/or an attorney of his own choice.

F. Miscellaneous.

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of participation by the Board or Association.
3. All documents, communications, or records dealing with a grievance shall be filed separately and shall not be made the part of any teacher's personnel record in the event the teacher leaves the system.
4. The expense of the American Arbitration Association shall be shared equally by the Association and the Board.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
6. If either party wishes to challenge the arbitrability of a grievance, they may request a pre-arbitration hearing through the American Arbitration Association to determine whether the grievance is appropriately suited for an arbitration ruling as per the guidelines of the master agreement.

**ARTICLE XX**  
**NEGOTIATION PROCEDURES**

- A. After April 15, 2012, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
  
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The parties may consider any recommendation made by the Contract Advisory Committee. There shall be three signed copies for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.
  
- C. A teacher requested by the Board to be engaged during the school day in negotiating for a contract on behalf of the Association with any representative of the Board, or requested by the Board to participate in any professional grievance negotiation, shall be released from regular duties without loss of salary; provided, however, the Board shall be entitled to hold all negotiations after regular school hours.

**ARTICLE XXI  
SCHOOL CALENDAR**

- A. The negotiated calendar for 2011-2012 is included in Appendix D.
1. Teachers will not be required to report on days schools are closed for students due to inclement/act of God days.
  2. Teachers will be paid for the days the district is closed for inclement/act of God days, but will not be paid for the days worked as make-up due to inclement/act of God days.
  4. One or two winter break days may be scheduled.
  5. Inclement/Act of God Day Make-Up - To the extent required by law, inclement/act of God days will be made up in a manner to be agreed upon by the Board and the GEA.
- B. Teacher new to the system may be required to work two (2) additional days prior to the beginning of the teacher contract year.
- C. On days when the starting time is delayed, teachers must report and be ready to receive students thirty (30) minutes prior to the announced delayed starting time.
- D. The Parent/Teacher Conferences may be changed within the following parameters:
1. There will be two (2) P/T Conference times; one in the fall and one in the spring.
  2. The maximum P/T Conference hours will be 7-1/2 hours in the fall and 7-1/2 hours in the spring beyond normal work hours.
  3. One hour will be provided for teacher's lunch and dinner as per past practice.
  4. There will be no school for teachers or students the Friday after P/T Conferences if there are two (2) or more P/T Conference periods after 4:00 p.m. during that week.
  5. P/T Conferences will be held on no more than three (3) different days during the Fall and three (3) different days in the Spring.
  6. P/T Conferences will not go beyond 8:00 p.m.
  7. Secondary and elementary P/T conferences may be held on different days.



**ARTICLE XXII**  
**PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. For the 2011-12 school year, steps and columns shall be frozen at the 2010-2011 rates (except column changes shall be allowed for Barga, Klein and Cook).
- B. Pay day will be every other Friday.
- C. Participation in P.T.O. and achievement nights, is considered part of a teacher's professional responsibility and is encouraged although attendance is not mandatory.
- D. Upon hiring a new teacher to the school system, the Administration shall give credit on the salary schedule for prior experience in accredited public or private schools up to a maximum of five (5) years, provided the experience would be considered beneficial to the District and the teacher can prove teaching competence and certification for the grade level or field of activity for which the applicant is applying. Non-degree credit for experience or experience in addition to five years shall only be granted at the discretion of the Superintendent and the Board. Placement shall be one step on the salary schedule above the total years experience allowed.
1. For purposes of clarifying the intent of the first sentence of Article XXIII, Section D, the parties agree that the phrase "prior experience" shall refer to full-time teaching under contract during a regular school year.
  2. Credit for prior experience in excess of five (5) years, for prior partial years of experience and for prior part-time experience will be negotiable between the teacher and the Board and will be mutually agreed to prior to employment.
  3. The Board will provide to all teacher interviewees a copy of the current salary and fringe benefit schedule, together with a copy of the "Prior Experience Credit" provision as set forth in a certain Settlement Agreement dated November 21, 1989 between the Board and the Association.
  4. The Board will provide the Association President within two (2) weeks after the employment of a teacher the following information:
    - Step Placement on the salary schedule
    - Annual salary
    - Teacher's previous experience

E. Changes in Salary Schedule Due to Earned Credit Hours or Issued Degree

1. Changes in category of salary schedule placement are only done prior to the first pay of first or second semester.
2. The teacher shall submit a written request to move to a different category on the salary schedule prior to the beginning of the semester with changes made only after completion of BA+18 hours, MA degree, and MA+15 hours.
3. The written request should state the salary schedule move requested, the date the credit hour requirement is/will be completed, or the date the degree will be issued.
4. The request should be accompanied by document from the issuing college/university confirming the date and number of earned hours or the date the degree was/will be issued (the official document may be a signed letter from the registrar's office, an official or unofficial transcript, or a copy of the diploma).
5. The teacher will be placed on the new step of the salary schedule requested the first semester following the date of completion of the required hours (for BA+18 or MA+15) or the date of issuance/awarding/graduation for the MA degree.
6. It is the responsibility of the teacher to submit an official transcript showing the date and the number of credit hours earned (for the BA+18 or MA+15), or the date and the degree completed (MA) within 30 days of the written request.
7. If an official transcript is not submitted within 30 days, the teacher will be moved back to their former step and the difference in pay shall be repaid to the district. The teacher must re-apply for a placement change in category of the salary schedule prior to the beginning of the next semester

F. Extended Contracts and Non-Professional Assignments.

1. The Board and Association may mutually agree to enter into extended individual contracts covering workdays in addition to the regular calendar. These additional days will be limited to ten (10) days per school year per teacher, except as the Board and the Association shall otherwise agree. The work performed during this time will be of a professional nature similar to the work performed by teachers during the school year. The teachers shall be entitled to additional compensation for such services on a pro rata basis.
2. The Board may contract for the non-professional services of a teacher for the performance of non-professional assignments on such terms as the Board and the Association may mutually agree. Additional compensation received

by the teacher shall terminate upon the completion of the assignment. The teacher shall not have tenure rights as to any such assignment.

G. Salary Schedule Advancement Criteria. The parties agree that the following guidelines shall be used in determining when part-time and part-year teachers employed by the Board advance on the salary schedule.

1. Full-Step Advancement. A teacher employed under contract who provides services for at least fifty percent (50%) of a regular school year and whose daily work load is in excess of fifty percent (50%) of a full-time teacher shall advance one (1) full step on the salary schedule for each such year or part-year of service.
2. One-Half Step Advancement. A teacher employed under contract, other than a teacher subject to paragraph A above, who provides services for a least twenty-five percent (25%) of a regular school year and whose daily workload is twenty-five percent (25%) or more of a full-time teacher shall advance one-half (1/2) step on the salary schedule for each such year or part-year of service.

H. Teachers substituting during conference periods. All regularly employed teachers in the Gobles School District when asked to give up their conference period for the purpose of serving as a substitute teacher may select either one of the options listed below:

1. Be paid for this service as currently practiced which is 1/6 of the regular substitution pay per hour, on the next scheduled pay period.
2. Be paid for this service at the end of each semester and/or school year. The hourly rate of pay will be 0.2222 of the current year daily substitute pay rate.
3. Be given one day of released time after completing six (6) hours of substitute teaching during their conference period. The day of released time may be used for any purpose deemed necessary or appropriate by the teacher with at least a three (3) work day advanced notice to the District, except in cases of emergencies. The specific day of released time must be mutually agreed to by the teacher and the Administration. A teacher who has earned one (1) day of released time must use this day or be paid for this day at the regular substitute teacher rate of pay by the end of each school year. A teacher with less than six (6) hours of released time, at the end of a school year, will be paid for this time based upon the hourly substitute teacher rate of pay which exists at that time.
4. To minimize both the amount of time a teacher is out of the classroom and the need for a substitute teacher, the District agrees to allow a teacher to use one (1) or two (2) hours of comp time at the beginning or end of the school

day, or one (1) hour at a time during a school day, to accommodate personal scheduling needs.

- a. A teacher will be allowed to carry up to eleven (11) comp hours for the above purpose on a ledger in the building office. Once twelve (12) comp hours are accrued, a full-day will be entered into the AESOP system and six (6) hours will remain in the ledger for that teacher to use for personal scheduling needs.
  - b. By June 15, all comp hours will be entered into the AESOP system in full increments (units of six (6)) up to a total of five (5) days (thirty hours (30) total hours) of earned but unused release time. Comp hours that cannot be entered into AESOP in full increments will be carried forward on the building ledger balance sheet into the next school year. A teacher may choose to carry up to six (6) comp hours forward on the ledger balance sheet into the next school year. Comp hours earned but unused beyond a total of thirty (30) hours total shall be paid as detailed above.
  - c. A teacher will be allowed to use one or two comp hours if s/he gives three (3) or more days of advanced notice of the absence and if another teacher or teachers agree to cover the hours needed. The teacher must check with the building office the day prior to the planned absence and if no colleagues have agreed to cover the class(es) the teacher must follow step d below.
  - d. If a teacher requests to use one (1) or two (2) hours of comp time with fewer than three (3) days notice, that teacher will be required to ask colleagues to cover the class(es). If the teacher is able to get colleagues to cover the class(es), that teacher will be allowed to use that comp time after notifying the office of who will cover the class(es). If the teacher is unable to get colleagues to cover the class(es), the teacher must register with AESOP to use a full or half day of comp time.
  - e. A teacher who requests to use three (3) or more hours of comp time on any given day will be required to use a half-day or full day of comp time.
5. Teachers will be allowed to carry over into the next school year a maximum of thirty (30) hours or five (5) days total of earned and unused release time.
  6. Teachers must verify and then request with the building principal the number of release hours to be carried over at the end of each school year. Failure to verify and request will result in the teacher being paid for this time based upon the hourly substitute teacher rate of pay which exists at that time and not allowed to carry over any earned and unused release time.

I. The District will meet the statutory requirements of section 1250 of the Michigan Revised School Code.

**ARTICLE XXIII**  
**HEALTH INSURANCE**

- A. During the 2010-2011 school year each employee who enrolls in MESSA PAK A shall pay ten (10%) of the annual premium. The Board will pay 90% of the annual premium.

During the 2011-2012 school year each employee who enrolls in MESSA PAK A shall pay twenty (20%) of the annual premium. The Board will pay 80% of the annual premium

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance may participate in the PAK B Plan and will receive a cash option in lieu of benefits. The cash amount shall be one hundred fifty (\$150.00) per month.
- C. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards MPSERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), or other non-taxable options provided by any Board approved annuity company. All selections may be payroll deducted.
- D. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- E. Part-time employees shall receive benefits on a pro-rata basis.
- F. MESSA PAK Summary

Plan A:

- a. Health: MESSA Choices II, \$10/20 Rx  
\$20 Office Copay; \$200/\$400 Deductible  
Long Term Disability: 66 2/3%  
\$5,000 maximum  
90 Calendar Days – Modified Fill  
COLA – No

Alcohol/Drug Waiver – 2 year Limitation  
Mental Nervous Waiver – 2 year Limitation  
5% Minimum Payout  
Pre-existing Condition Waiver  
Family Social Security Offset  
No Survivor Income  
Freeze on Offsets  
No Educational Supplement  
2 Year Own Occupation

- b. Negotiated Life: \$20,000 with AD&D
- c. Vision: VSP-2 Silver
- d. Dental: 80/80/80: \$1,000 Annual Max.  
80: \$800 Class IV Lifetime Max.  
Two Cleanings Per Year  
Sealants

Plan B (for employees not electing health insurance):

Long Term Disability: Same as above  
Negotiated Life: Same as above  
Vision: Same as above  
Dental: Same as above plus Adult Orthodontics

**ARTICLE XXIV**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION**

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association, which sum shall be as established by the Association. The Association shall notify the Board on or before the first scheduled work day of the school year the amount of annual dues, except that the time for notification may be extended by mutual agreement of the parties. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year, copies of which shall be sent to the Superintendent and to the Association President. Pursuant to such authorization, the Board shall deduct such dues from regular salary checks of the teacher on a pro rata basis beginning with the pay date which falls at least two (2) weeks after the Board is notified by the Association and ending with the first pay date in June. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during the month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association and pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCL 408.477; and the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below:
1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
    - a. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to paragraph A above.

- c. The Board, only upon receipt of request for involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for the same
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- D. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- E. The Association agrees to indemnify and hold harmless the Board for any costs of damages which may be assessed against the Board as the result of any action taken by the Board which results in any suit or action taken against the Board, provided that the Association shall have the right to secure legal counsel of its own choosing at its own expense.
- F. The Board shall make payroll deductions upon written authorization from teachers for annuities, charitable donations, and approved banking institutions.
  - 1. Teachers may continue to have payroll deduction for MESSA and MEAFSA non-taxable benefits.



**ARTICLE XXV**  
**PROFESSIONAL ADVISORY COMMITTEE**

- A. Purpose. It is the objective of the parties:
1. To improve the communication between the Board and the teacher, and
  2. To provide for appropriate participation by teachers in the development of recommendations for the consideration of the Board in all areas in which the teachers have professional responsibilities, including but not limited to a review of the teacher evaluation instrument and the Faculty Handbook.

There is therefore established an advisory committee to be known as the "Professional Advisory Committee".

- B. Committee Composition. The Association shall select an elementary teacher, a middle school teacher and a high school teacher to serve as members of the Committee. The Board shall also appoint three (3) regular members, at least one of whom shall be a member of the Board. Additional representatives may participate on behalf of either party as resource persons and if the President of the Association or the Superintendent are not regular members, they shall be ex-officio members.

- C. Rules and Procedures. The Committee shall establish its own rules and procedures provided that the Committee shall:

1. Meet as needed.
2. Designate a secretary, who need not be a member of the Committee. The secretary shall prepare minutes for each meeting and shall furnish a copy of such minutes to each member.
3. Designate a chairman, who need not be a member of the Committee. If the parties are unable to agree on a chairman, each party shall designate a chairman, which chairmen shall preside at alternative meetings.
4. Make recommendations to the Board in writing. If the recommendations of the Committee are not unanimous, any member of the Committee dissenting from the views of the Committee shall have the right to attach to the recommendation of the Committee, the recommendations of such member or members. Except as the Committee shall provide a longer time, the Board of Education shall make a determination in writing within eight (8) weeks from the receipt of the written recommendations.

5. Members of the Committee shall participate in its proceedings as representatives of the entire community and without regard to or identification with the appointing party.
6. The Committee may, from time to time, establish such subcommittees as it may deem appropriate provided that at least one member of the Advisory Committee shall be a member thereof.

**ARTICLE XXVI  
MISCELLANEOUS PROVISIONS**

- A. Contract Advisory Committee. It is mutually agreed by the parties that a serious and joint effort should be made to review the terms and conditions of this Agreement for the sole purpose of recommending revisions with respect to form, organization, language and content in order to express more effectively matters of mutual agreement contained herein. To this end the parties hereby agree to establish a committee to be known as the "Contract Advisory Committee".
1. Committee Composition. The Association shall select two (2) members to serve as members of the Committee. The Board shall appoint two (2) members, at least one of whom shall be a member of the Board. If the Superintendent is not an appointed member to the Committee, he shall be an ex-officio member, and the Association shall have the right under such circumstances to select one additional Association member to serve on the Committee.
  2. Procedure. The Committee shall:
    - a. Meet as needed.
    - b. Not be deemed by either party to constitute a vehicle for the purpose of collective bargaining, formal or otherwise.
    - c. Make recommendations to their selecting or appointing bodies concerning ways in which the Agreement may be improved, which recommendations shall be advisory only and not binding upon either party unless they conform to the requirements for amendments set forth in Article XXVII, A.
  3. Life of Committee. The Contract Advisory Committee shall terminate its existence one (1) day prior to the date on which the first formal negotiating session is held between representatives of the Board and the Association for the purpose of entering into a successor Agreement or the termination date of this Agreement, whichever is earlier.
- B. Copies of this Agreement shall be reproduced at the expense of the Board as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- C. No polygraph or lie detector device shall be used by the Board or the Association in any investigation of any teacher without his consent.
- D. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify or terminate

this Agreement as provided in the Local Government and School District Fiscal Accountability Act. This clause is included in this agreement because it is legally required by state law. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves the right to assert that this clause is unenforceable.

**ARTICLE XXVII**  
**DEFINITIONS AND INTERPRETATIONS**

- A. This Agreement shall constitute the full and complete agreement 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, subject to ratification by the Board and the Association.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board or Association which shall be contrary to or inconsistent with its terms.
- D. If any provisions 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 effect.
- E. Notification herein required to the Association shall be made in written form to the President of the Association.
- F. Gobles Public Schools complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Gobles Public Schools that no person on the basis of race, color, religion, national origin, age, sex, height, weight, marital status or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in employment or in any program or activity to which it is responsible or for which it receives financial assistance from the U. S. Department of Education.

**ARTICLE XXVIII**  
**SCHOOL IMPROVEMENT**

- A. The Association may appoint one (1) representative to each School Improvement group to act as a liaison between the Association and the groups. This person shall serve as ex-officio without the right to vote unless otherwise agreed to by between the Board and the Association.

**ARTICLE XIX**  
**MENTOR TEACHER**

- A. The mentor teacher will assist a beginning (new) teacher in the following ways:
  - 1. prepare for his/her daily teaching duties.
  - 2. adjust to a new school system and community
  - 3. provide tips, counsel and etc. in classroom management
  - 4. lesson planning, as needed
  - 5. attending training sessions for mentor teacher, as needed
  
- B. Selection of the mentor teacher will be made by the building Principal from a pool of teacher volunteers with the application procedure being similar to that for teacher tutors. Appointment of mentors will take place at the beginning of each school year and appointment of the mentor will be for one school year.
  
- C. The mentor will supply a report to the building principal every two (2) months during the school year. The report form and/or delivery methodology will be developed by mutual consent with the Association.
  
- D. The mentor's performance as a mentor will not be used in the mentor teacher's evaluation. The mentor teacher may be evaluated on his performance as mentor teacher separately from his teacher evaluation and the evaluation as mentor will not be part of the mentor teacher's formal teacher evaluation.
  
- E. The mentor will be paid, for each semester serviced, at the rate of 0.60532% (0.0060532) of the first step of the BA/BS pay schedule.
  
- F. Each year during the month of April a committee made up of the Superintendent, Building Principals, and the GEA President may meet to discuss and review this mentor teacher agreement. This meeting may be initiated by either the Board or the Association. During this meeting the participants will submit suggestions to improve or refine the responsibilities of the mentoring process.

**ARTICLE XXX**  
**OUTSIDE EDUCATIONAL SERVICES**

- A. The Board and Association agree that it may be necessary to provide educational services for students which will take place outside of the normal classroom environment. This may include a teacher providing a course of instruction or tutoring services for a student who is at home, in a hospital or other institutional setting, not able to attend the regular classroom, or other situations of a similar nature.
- B. In situations, as described above, which require a teacher to teach or tutor a student who is not in a regular classroom setting, and where the duties may include the development of a course of study, administration of that course of study, including assigning work, grading papers, recording completed assignments and assigning a grade, the teacher who shall be selected to teach the course will be chosen and paid in the following manner:
1. At the beginning of each school year, the administration will take applications from current members of the teaching staff who are interested in providing the educational services described above, which may arise during the school year. These applications will be used as a possible pool of applicants for selection of teachers that may be hired for that school year.
  2. When the need for educational services has been identified and approved by the administration, the first action will be to offer the position, if approved by the parent/guardians, the student's regular classroom teacher.
  3. If the student's regular classroom teacher is not approved for this assignment, the second step taken by the administration will be to select a teacher from the applicant pool to fill this position, providing that the person selected is also approved by the parent/guardian. If a teacher is not approved by the parent/guardian from either the applicant pool or the regular classroom teacher, the administration is authorized to employ any other person they deem appropriate to provide the needed educational services.
  4. In cases where the administration must act immediately to fulfill statutory, regulatory, or other mandated educational services, a teacher from any resource deemed appropriate by the administration may be employed to provide the necessary education services.
  5. When a current employee has agreed to provide the necessary educational services, a meeting will be held to determine the appropriate and required service to be provided. An Association representative, if requested, will be present during this initial meeting as an attempt to avoid conflict over the



conditions of employment, such as teacher work hours, expense reimbursement, and any other issues covered by the master agreement.

C. TEACHERS OUTSIDE OF THE BARGAINING UNIT

1. When the need for educational services has been identified and approved by the administration, the district agrees to follow the sequence outlined in this document to employ a teacher. However, if the teacher employed is not a current member of the Gobles teaching staff, the Association agrees that the individual employed will in no way gain any rights, authority, powers, duties, or privileges either directly or indirectly, i.e., seniority, recall privilege, tenure, and any other similar conditions of employment.
2. When the district employs a teacher who is not a current member of the Gobles teaching staff to provide these educational services, the district is authorized to determine the hourly rate of pay at any amount up to, but not exceeding, the hourly wage paid, as calculated by using the formula included in this document.

D. REIMBURSEMENT

1. The district, with prior approval of the administration, will pay any appropriate and necessary expenses, such as; student supplies, textbooks, mileage at the current district rate, or any other special expenses that may be required.
2. Teachers will be paid for the time they provide necessary educational services on an hourly basis. The number of hours of educational service to be provided will be determined by the administration. The hourly rate of pay will be calculated using the following formula:

Per diem rate of pay at the first step of the Gobles B.A. salary schedule divided by six (6) and then multiplied by eighty percent (80%).

For Example:

1993/94 B.A.	\$23,247.00
(divided by 185)	
Per Diem Rate	125.66
(divided by 6)	
Hourly Rate	20.94
(multiplied by 80%)	
Hourly Rate Paid	16.75

**ARTICLE XXXI**  
**PART TIME, LONG TERM SUBSTITUTE, SUBSTITUTE TEACHERS**  
**AND SENIORITY**

- A. Paragraph B of article I of the current collective bargaining agreement shall remain unchanged.
  
- B. The following definitions shall be incorporated in the agreement as an aid to implementation and interpretation of the agreement:
  - 1. Part-time Teachers being necessary when an odd number of sections exist, employment may be made for such program less than a full day, provided that teachers with a valid certificate and the least amount of seniority shall be placed in the part-time positions. Said teachers shall be members of the bargaining unit, with all rights and benefits of full-time teachers, except that dues, salaries, and fringe benefits will be pro-rated.
  - 2. Long Term Substitute Teacher means a teacher, employed by the school district to replace a regularly employed teacher who is taking a leave of absence. After ninety (90) days, a long-term substitute shall be a member of the bargaining unit with all rights and benefits thereof.
    - i. If a teacher is employed as a substitute teacher with an assignment to one specific teaching position, then after sixty (60) days of service in that assignment, the teacher shall be granted, for the duration of that assignment, leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for the district.
  - 3. Substitute Teacher means a person who is certified to serve as a day-to-day replacement for a regularly employed teacher who may be absent due to accident, illness, personal business, or school business.
  
- C. SENIORITY. The Board shall maintain an accurate up-to-date seniority list, a copy of which shall be furnished to the Association by April 15, of each year. The names of all teachers who have layoff and recall rights at the time of the preparation of the seniority list shall be included.
  - 1. Interpretation. The person with the most seniority shall be determined by the earliest signed date on their individual contract. In case of a tie, seniority will be determined by drawing of lots. If there has been a break in service other than a leave of absence or illness, the date of rehire shall be considered their starting date for purposes of seniority.

**ARTICLE XXXII  
DURATION OF AGREEMENT**

This Agreement shall be effective upon formal ratification by both parties, and shall continue in effect until June 30, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

VAN BUREN COUNTY EDUCATION ASSOCIATION GOBLES PUBLIC SCHOOLS,  
GOBLES EDUCATION ASSOCIATION, MEA-NEA COUNTIES OF VAN BUREN  
AND ALLEGAN, MICHIGAN

\_\_\_\_\_  
VBCEA/GEA, MEA-NEA  
LOCAL PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
VBCEA REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION

\_\_\_\_\_  
DATE

## APPENDIX A

### 2011-2012 Salary Schedule

STEP	BA	BA+18	MA	MA+15
1	\$33,411	\$33,668	\$36,356	\$37,008
2	\$35,053	\$35,342	\$38,190	\$38,858
3	\$36,697	\$37,018	\$40,024	\$40,709
4	\$38,340	\$38,693	\$41,858	\$42,559
5	\$39,982	\$40,366	\$43,694	\$44,409
6	\$41,626	\$42,040	\$45,527	\$46,259
7	\$43,270	\$43,715	\$47,361	\$48,122
8	\$44,913	\$45,389	\$49,196	\$49,960
9	\$46,555	\$47,062	\$51,029	\$51,810
10	\$48,199	\$48,738	\$52,863	\$53,659
11	\$49,843	\$50,413	\$54,698	\$55,509
12	\$51,485	\$52,087	\$56,533	\$57,360
13	\$53,128	\$53,761	\$58,367	\$59,210
14	\$53,594	\$54,227	\$60,201	\$61,071
15	\$54,665	\$55,311	\$61,405	\$62,282
20	\$55,213	\$55,865	\$62,019	\$62,905
25+	\$55,766	\$56,424	\$62,639	\$63,530

APPENDIX B  
Additional Compensation for Extra Duties

<u>I. ASSIGNMENT - ATHLETIC COACHES</u>	<u>PERCENT</u>
Head Varsity Football	12%
Asst. Varsity Football – per coach	9
Junior Varsity Football	9
Asst. Junior Varsity Football	8
Middle School Football - 2 Coaches @ 7% each	7
Head Varsity Basketball	12
Junior Varsity Basketball	9
Freshman Basketball	8
Girl's Head Varsity Basketball	12
Girl's Junior Varsity Basketball	9
Middle School Girl's Basketball – 2 Coaches @ 7% each	7
Middle School Boy's Basketball – 2 Coaches @ 7% each	7
Boy's Head Varsity Track	10
Girl's Head Varsity Track	10
Middle School Girl's Track	7
Middle School Boy's Track	7
Head Varsity Baseball	10
Junior Varsity Baseball	8
Head Varsity Softball	10
Junior Varsity Softball	8
Girl's Head Varsity Volleyball	10
Girl's Junior Varsity Volleyball	8
Girl's Freshman Volleyball	7
Girl's Middle School Volleyball – 2 Coaches @7% each	7
Competitive Cheerleading	4
Varsity Cheerleading – Fall Season	9
Varsity Cheerleading – Winter Season	9
Junior Varsity Cheerleading – Fall Season	7
Junior Varsity Cheerleading – Winter Season	7
Middle School Cheerleading	6
Head Varsity Wrestling	10
Middle School Wrestling	7
Varsity Soccer	10
Weight-Lifting Coordinator	\$2,400
Cross Country	10

The Head Coach in each sport will be responsible for directing the sports program at all levels of his/her sport.

For the 2011-2012 school year, all coaches shall be compensated at 15% less than the above-cited amounts.

Additional Compensation for Extra-Duties, Con't

**II. SPONSORSHIP OR OTHER ASSIGNMENT**

Elementary A/T Coordinator	5
Middle School A/T Coordinator	5
Mentor Teachers Pay Per Semester	0.60532% of 1 <sup>st</sup> Step of BA/BS
Shop Director	2
High School Yearbook	4
Middle School Yearbook	2
School Play	4
Elementary Christmas/Spring Concert Sponsor	1
Band Director	12
Senior Class Sponsor	1 @ 4% or 2 @ 2%
Junior Class Sponsor	1 @ 8% or 2 @ 4%
**Freshman Class Advisor	0.064675%/hr.
**Sophomore Class Advisor	0.064675%/hr.
**SADD	0.064675%/hr.
**High School Olympiad	0.064675%/hr.

\*\* The Board will pay for time spent after the regular teacher day. The maximum number of hours a teacher will be paid is 20 hours per year

Junior Class Prom Sponsor	3
National Honor Society	3
Middle School NHS	3
High School Student Council	1 @ 6% or 2 @ 3
Middle School Student Council	2
Elementary Student Council	1-1/2
District Newsletter	4
Quiz Bowl	6

Driver's Education - Hourly rate shall be 0.066236% of the BA schedule base (starting) salary of the same school year. The summer rate shall be based on the previous year's BA schedule.

Saturday (Detention) School - Hourly rate shall be 0.64675% of the BA schedule base (starting) salary of the same school year.

Outside Educational Services – Hourly rate equal to the per diem rate of the first step of the BA salary schedule divided by six (6) and then multiplied by eighty percent (80%).

III. Lead Teachers \$900

- A. The percentage of the Teacher's Salary for additional compensation for extra duties will be determined by the number of years as coach, director, or sponsor of each specific activity in the Gobles Public Schools; limited, however, to no more than the sixth (6<sup>th</sup>) step. The sequential aspects of placement and the experience other than this shall be granted only at the discretion of the Superintendent and the Board. If an assistant coach is appointed to a head coaching position, he may be granted one (1) year of credit on the salary schedule for each three (3) full years served as an assistant coach in the same sport in the Gobles system.
- B. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Agreement without deviation. Not more than one sponsor shall be appointed to any one extra-duty assignment without advance approval by the Board, and if there is the appointment of more than one sponsor to an extra duty each sponsor shall be paid the full compensation set forth in Appendix "B"; provided, however if a sponsor performs less than the full period required for the extra activity, the sponsor's extra pay will be proportionately prorated. The administration reserves the right to determine and approve all extra duty assignments.
- C. Upon prior approval of the administration, sponsors of 6th Grade, 7th Grade and 8<sup>th</sup> Grade activities shall be paid for at least one class activity outside of regular school hours at the rate of \$15.00 per hour up to a maximum of \$45.00. It shall be the responsibility of the sponsor to arrange the time for such activity far enough in advance to avoid conflict with other school functions.
- D. Upon prior approval of the administration, payment will be made to teachers asked to chaperone games, buses, dances and parties, unless they are already paid for this duty under class sponsorships, such as the junior and senior class sponsors. Payment for each event will be at the rate of \$15.00 per hour up to a maximum of \$45.00. Athletic department funds, individual class funds, or other organization funds will be used to pay these fees when available.
- E. Teachers required to drive their own automobiles in the course of their work shall obtain prior approval, and shall be reimbursed at the rate IRS allows per mile provided that written request for reimbursement is made.
- F. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the Board, where the Board has primary authority to hire, on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year provided that the teachers qualify to teach the assignment and make application therefore within two (2) weeks after the administration announces the program.
- G. Compensation for extra-duty assignments scheduled after the end of the school year shall be based on the previous year's salary schedule.

- H. Once an extra duty assignment has been made, the individual will hold that position each year he/she is employed by the Gobles Board of Education, unless that individual resigns or is notified in writing within ninety (90) calendar days (excluding the winter break) after completing his or her assignment that said individual is being relieved of that duty. However, the Board does not relinquish the right to terminate an assignment for cause outside of the ninety (90) calendar day notification period.
  
- I. Any individual electing to resign an extra duty or coaching assignment after July 1 of each year will be required to fulfill all of the normal duties of the extra duty or coaching assignment for a period of no more than thirty (30) school days from the date the individual submits a written letter of resignation to the Director of Athletics or the building Principal. It is understood that the Board will make a reasonable effort to find a suitable replacement as soon as practicable. The resignation will be accepted when a suitable replacement is found. Also, it is understood that resignations will be accepted without requiring the thirty (30) day waiting period in case of an emergency.



**APPENDIX C**  
**LONGEVITY STEPS**

Teachers will be eligible for longevity money beginning the second year they are at the 14<sup>th</sup> step of the Salary Schedule under the following conditions:

- A. The annual amount to be paid to each eligible teacher will be the difference between the 14th step and the 15<sup>th</sup>, 20<sup>th</sup>, or 25<sup>th</sup> step on the salary schedule depending on the teacher's placement on the salary schedule.
- B. The longevity money will be considered part of the teacher's salary and paid as such.

**APPENDIX D**  
**2011-2012**  
**GOBLES PUBLIC SCHOOLS**  
**SCHOOL CALENDAR**

Week	Date	Student Attendance	Teacher Contract	Comments
	Aug. 29- Sept. 2	0	3	August 30 & 31 2011 No School for Students - Professional Development for teachers September 1, 2011 No School for Students – Teacher workday September 2, 2011 No School
1	Sept. 5-9	4	4	September 5, 2011 – Labor Day – <b>No School</b> September 6, 2011 – <b>½ day of school</b> <b>Students dismissed at 11:25 a.m.</b> September 8, 2011 – Open House 6:00-7:30 p.m.
2	Sept. 12-16	5	5	
3	Sept. 19-23	5	5	
4	Sept. 26-30	5	5	
5	Oct. 3-7	4	5	October 7, 2011 No school for Students – Professional Development for Teachers
6	Oct. 10-14	5	5	
7	Oct. 17-21	5	5	
8	Oct. 24-28	5	5	
9	Oct. 31- Nov. 4	5	5	1 <sup>st</sup> Marking Period ends November 4, 2011
<b>1<sup>st</sup> Marking Period</b>		<b>(43)</b>	<b>(47)</b>	<b>1<sup>st</sup> Marking Period ends November 4, 2011</b>
10	Nov. 7-11	5	5	
11	Nov. 14-18	3	4 + 1	November 14, 2011 Normal Day of School <b>Conferences – Grades K-12</b> <b>3:30-5:00 p.m. &amp; 6:00-8:00 p.m.</b> November 16, 2011 Normal Day of School <b>Conferences – Grades K-12</b> <b>3:30-5:00 p.m. &amp; 6:00-8:00 p.m.</b> <i>November 17, 2011 No School for students - ½ day of professional development for Teachers</i> <b>Conferences – Grades K-12</b> <b>12:30 p.m. to 3:00 p.m.</b> November 18, 2011 <b>No School</b>
12	Nov. 21-25	3	3	November 24-25, 2011 Thanksgiving Vacation
13	Nov. 28- Dec. 2	5	5	
14	Dec. 5-9	5	5	
15	Dec. 12-16	5	5	
<b>WINTER VACATION-DECEMBER 19-JANUARY 2, 2012 INCLUSIVE</b>				
16	Jan. 2-6	4	4	School Resumes January 3, 2012
17	Jan. 9-13	5	5	
18	Jan. 16-20	4	5	January 17, 18, 19 – Semester Exams No School January 20 – Teacher workday <b>2<sup>nd</sup> Marking period ends January 19, 2012</b>
<b>2<sup>nd</sup> Marking Period</b>		<b>(39)</b>	<b>(42)</b>	
<b>FIRST SEMESTER TOTALS</b>		<b>82</b>	<b>89</b>	

19	Jan. 23-27	5	5	
20	Jan. 30- Feb. 3	5	5	
21	Feb. 6-10	5	5	
22	Feb. 13-17	5	5	
23	Feb. 20-24	5	5	
24	Feb 27- March 2	5	5	
25	March 5-9	5	5	
26	March 12-16	5	5	
27	March 19-20	2	2	<b>3<sup>rd</sup> Marking Period Ends March 20, 2012</b>
<b>3<sup>rd</sup> Marking Period</b>		<b>(42)</b>	<b>(42)</b>	
27	March 21-23	3	3	
28	March 26-30	3	4 + 1	March 26, 2012 Normal Day of School <b>Conferences – Grades K-12</b> <b>3:30-5:00 p.m. &amp; 6:00-8:00 p.m.</b> March 28, 2012 Normal Day of School <b>Conferences – Grades K-12</b> <b>3:30-5:00 p.m. &amp; 6:00-8:00 p.m.</b> <i>March 29, 2012 No School for students - 1/2 day of professional development for Teachers</i> <b>Conferences – Grades K-12</b> <b>12:30 p.m. to 3:00 p.m.</b> March 30, 2012 No School
<b>SPRING VACATION APRIL 2-APRIL 8, 2012 INCLUSIVE</b>				
29	April 9-13	4	5	April 9, 2012, No school for Students – Professional Development for Teachers
30	April 16-20	5	5	
31	April 23-27	5	5	
32	April 30-May 4	5	5	
33	May 7-11	5	5	
34	May 14-18	5	5	
35	May 21-25	5	5	
36	May 28-June 1	4	4	May 28, 2012 Memorial Day – No School May 31, 2012 – Baccalaureate <b>June 3, 2012 – Commencement</b>
37	June 4-8	3	4	June 4, 5 and 6 – Final Exams June 6, 2012 - <b>Last Day for Students</b> June 7, 2012 Teacher workday June 8, 2012 No School <b>4<sup>th</sup> Marking Period ends June 7, 2012</b>
<b>4<sup>th</sup> Marking Period</b>		<b>(49)</b>	<b>(51)</b>	
<b>SECOND SEMESTER TOTALS</b>		<b>89</b>	<b>93</b>	
<b>YEARLY TOTALS</b>		<b>171</b>	<b>182</b>	

**LETTER OF UNDERSTANDING**

BETWEEN THE

**GOBLES BOARD OF EDUCATION**

AND THE

**VAN BUREN COUTY EDUCATION ASSOCIATION/  
GOBLES EDUCATION ASSOCIATION, MEA-NEA**

The following passages in Attachment A were removed or altered from the Collective Bargaining Agreement (CBA) because the parties believe they concern “prohibited subjects” of bargaining in light of the passage of PA 103 of 2011. If PA 103 is amended or a competent appellate court of appropriate jurisdiction concludes that (1) PA103 is unenforceable, in whole or in part; or (2) that the passage(s) do not fall within the meaning of PA 103, in whole or in part, then the passage(s) encompassed by such court opinion shall revert back to the CBA. The parties also agree to remove additional passages from the CBA (not originally removed), and to place them into Attachment A if PA 103 is broadened or a competent appellate court of appropriate jurisdiction concludes that they are “prohibited subjects” of bargaining under PA 103 of 2011. The parties further agree that these passages remain in force for any Association members not impacted by PA 103 of 2011.

\_\_\_\_\_  
VBCEA/GEA, MEA-NEA  
LOCAL PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
REPRESENTATIVE FOR  
THE BOARD OF EDUCATION

\_\_\_\_\_  
DATE

## ATTACHMENT A

### **ARTICLE VI** **PROFESSIONAL ASSIGNMENTS**

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, professional, continuing or permanent teaching certificate, and meeting all qualifications required by state and federal law.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, and are qualified pursuant to state and federal law; teachers shall not, so far as possible, be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study, provided that the Association is notified of each such hiring.
- C. All teachers shall be given notice of their expected teaching assignments for the forthcoming year no later than before the last teacher work day of the school year. In the event a change in expected assignment is made thereafter, the teacher affected shall be promptly notified orally and by written notice to his home address.

### **ARTICLE VII** **VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Requests by a teacher for transfer to a different 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 Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
- B. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven days before the position is filled and notify the Association. Any new positions, including supervisory positions, shall be posted with accompanying job description. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of reasons for such transfer. During summer vacation when school is not in session, posting of notice and notification of vacancy shall not be required.
- C. In making selections for supervisory positions, outside of the bargaining unit, the Board shall be entitled to fill said positions at its own discretion. The Board shall give notice of vacancy in supervisory, non-bargaining unit positions to the Association Representative named in accordance with Paragraph B above and bargaining unit applicants shall be given due consideration. During the regular

school year between the start of school in August and the end of school in June the Board shall also give the posting notice provided in Paragraph B.

- D. Any teacher who shall be transferred to a supervisory 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 to such transfer to supervisory status.

#### **ARTICLE XIV** **EVALUATION OF TEACHERS**

The Board has delegated to appropriate administrators the responsibility for evaluating the professional performance of classroom teachers on a continuing basis. The primary purpose of performance evaluation is the improvement of instruction by helping and encouraging each teacher to improve his teaching performance to improve student growth. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. In order to achieve the purpose and attain the goal of the performance evaluation, particularly with respect to classroom teaching, it is agreed that the evaluation of teachers in the discharge of their professional assignments in the classroom shall conform to the following guidelines, namely:

A. Probationary Teachers.

**1. Observations:** The teaching performance of each teacher shall be formally observed at least two (2) times during each full school year on the basis of direct classroom observation, the first of such observations to occur no later than sixty (60) calendar days after the beginning of the school year or the teacher's commencement of service, if such service begins before the end of the first semester. The remaining observations shall be completed no later than sixty (60) days before the close of the school year, provided that the two (2) observations required by the tenure law be conducted at least sixty (60) days apart. A teacher who commences service at the beginning of the second semester shall be observed two (2) times during the semester on the basis of direct classroom observation, the first of such observations to occur prior to March 1 and the other before the end of the contract year.

**2. Post-Observation Conference.** The administrator serving as the evaluator shall prepare written feedback and shall have a post-observation conference with the probationary teacher for the purpose of reviewing the observation. This conference will take place within ten (10) working days of observation.

**3. Year-End Evaluation and Conference for Formal Evaluations.** A final year-end evaluation shall be provided to the teacher that will be based upon the two (2) observations as well as an assessment of the teacher's progress in meeting the goals of his IDP (Individualized Development Plan). The administrator serving as the evaluator shall prepare a written evaluation and shall have a post-evaluation conference with the teacher for the purpose of reviewing the written evaluation

within ten (10) working days from the date of the last observation on which the evaluation is based. At the time of the post-evaluation conference, the teacher shall be furnished with three (3) copies of the completed evaluation, all of which are to be signed by the teacher and the evaluator. One copy shall be retained by the teacher and the remaining copies returned to the evaluator, one of which shall be placed in the teacher's personnel file. The signature of the teacher, without comment, merely acknowledges that he has received and read the evaluation, and has had a conference with the evaluator. Such signature shall not indicate agreement with the contents of the evaluation.

B. Tenure Teachers.

**1. Annual Evaluations.** The teaching performance of each tenure teacher shall be evaluated annually. At least once every third (3<sup>rd</sup>) contract year, teachers shall receive an evaluation based at least in part on direct classroom observation.

**2. Post-Evaluation Conference.** The administrator serving as the evaluator shall prepare a written evaluation and shall have a post-evaluation conference with the teacher for the purpose of reviewing the written evaluation within ten (10) working days from the date of the last observation on which the evaluation is based. At the time of the post-evaluation conference, the teacher shall be furnished with three (3) copies of the completed evaluation, all of which are to be signed by the teacher and the evaluator. One copy shall be retained by the teacher and the remaining copies returned to the evaluator, one of which shall be placed in the teacher's personnel file. The signature of the teacher, without comment, merely acknowledges that he has received and read the evaluation, and has had a conference with the evaluator. Such signature shall not indicate agreement with the contents of the evaluation.

C. Criteria. Formal classroom evaluations shall be primarily used for the purpose of improving the teaching performance of each teacher, taking into account student achievement based on national and/or state and/or local assessments and other objective criteria. In order to enable each teacher to understand the basis on which his professional performance will be evaluated, a copy of the evaluation form to be used shall be furnished to each teacher at the beginning of the school year.

D. Written Statement. Within ten (10) workdays following the post-evaluation conference, a teacher may file a written statement (five (5) page limit; 8 ½" x 11" sheets) concerning the evaluation and/or the conference with the Superintendent, or his designee. If a teacher is in substantial disagreement with the evaluation and so indicates at the time of the post-evaluation conference, a written statement setting forth the grounds of such disagreement shall be filed within the above time period. Any written statement prepared by a teacher pertaining to either the evaluation or the conference, or both, shall be filed in the teacher's personnel file. Such written statement shall not be deemed to be a remedy and shall be subject to the terms and conditions outlined within this agreement.

E. General Procedures:

1. All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with the full knowledge of the teacher, and without the use of secret surveillance devices.
2. Prior to conducting an observation, the evaluator shall provide notice thereof to the teacher.
3. The administrator making a direct classroom observation shall endeavor to be present in such classroom for a period of time sufficient to provide a reasonable basis for evaluating the teacher's performance. As a general guideline, such time period shall be at least thirty (30) minutes.

**ARTICLE XV**  
**PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with reasonable rules, regulations, and directives 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.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Administration, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and provide a reasonable period for correction. The administration shall not be precluded from taking disciplinary action appropriate to the circumstances. Alleged breaches of professional behavior shall be reported to the offending teacher, and with the teacher's consent, to the Association. The Association shall 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. A teacher shall at all times be entitled to have a representative of the Association present when he is being formally warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.
- D. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association, if the teacher requests said form to be given to the Association, and provide a hearing before the Board where requested.



- E. A teacher who is in substantial disagreement with the contents of any material placed in his personnel file after the date of initial employment or with the contents of any formal evaluation may file a grievance in accordance with the procedures set forth in this Agreement, subject, however, to the following limitations and guidelines, namely:
1. A teacher may not proceed to Step 2 of the grievance procedure without the expressed approval of the Executive Committee of the Association.
  2. If the Executive Committee agrees that the grievance may be pursued, then and in that event the Association shall first refer the matter to a hearing panel, as hereinafter defined, within ten (10) work days from the date on which the teacher filed with the Superintendent, or his designate, a statement setting forth the ground of his disagreement as provided in Article III, F or Article XIII, E.
  3. The hearing panel shall be comprised of the Superintendent, who shall be the convener, an Association representative selected by the Association subject to the approval of the teacher, the teacher's Principal, and a representative of the Board of Education selected by the Board. The teacher shall have the right to be in attendance and to speak on his own behalf.
  4. Within ten (10) work days after the matter is referred to the hearing panel, the convener shall schedule a hearing, the purpose of which shall be to review the grounds of the teacher's disagreement and to provide an opportunity for the parties to reach an understanding and/or to make whatever adjustments are deemed appropriate under the circumstances.
  5. Any understanding reached or adjustments made shall be reduced to writing by the Superintendent, or his designate, within ten (10) work days, a copy of which shall be given to each person in attendance at such hearing. If the teacher is satisfied with the results of the hearing, a copy may be placed in the teacher's personnel file at the teacher's request.
  6. If the teacher is not satisfied with the results of the hearing, the teacher, within ten (10) work days from the date of the hearing, or receipt of the written statement from the Superintendent, or his designate, whichever is later, may with the concurrence of the Association, pursue the grievance beginning at Step 2. A copy of the written statement shall be made a part of the grievance file.

**ARTICLE XVI  
LAYOFFS AND RECALLS**

- A. If the Board desires to reduce the number of teachers, the following procedures shall be used:
1. Voluntary layoffs will be accepted by the Board, provided that the remaining teachers are certified and qualified to fill the available positions.
  2. If further reductions are necessary, then teachers, beginning with the least senior teachers, shall next be laid off, provided that the remaining teachers are certified and qualified to fill the available positions, and provided further that probationary teachers shall be laid off before teachers who have attained tenure status.

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

No new teachers shall be employed by the Board while there are bargaining unit teachers on layoff unless there are no laid-off teachers who are certified and qualified to fill the available opening(s).

The Board shall notify and meet with the Association president at least ten (10) calendar days before the notification of layoffs will occur. Seniority and qualifications to be considered in layoff decisions will be based on information on file with the personnel office. Teachers are responsible to keep personnel information current and updated.

Employees, potentially to be laid off, shall receive notice by December 15<sup>th</sup>, exclusive of the ten (10) day notice to the Association, if such layoff is scheduled to take effect at the end of the first semester or not later than June 1st if such layoff is to take effect at the opening of the ensuing school year, except in the case of unforeseen circumstances.

- B. Recalls of teachers on layoff shall be subject to the following procedures:
1. Teachers on layoff shall be recalled in inverse order of layoff, provided that such teachers are certified and qualified for the positions to be filled.
  2. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address or in the teacher's credentials. The teacher's address as it appears on board records shall be conclusive when used in connection with notices of layoff, recall or other notice to the teacher. A Teacher shall forfeit his right to the offered position if any such teacher shall

fail to notify the Board of their intent to accept or reject the terms of recall within ten (10) calendar days from the date on which the recall notice was mailed.

The obligation of the Board to rehire a laid-off teacher shall terminate twenty-four (24) months from and after the effective date of layoff or a period equal to the teacher's seniority, not to exceed sixty (60) months, whichever is greater.

C. The words and phrases as used in this Article and as hereafter set forth shall have the following meanings:

1. "Certified teacher" means a teacher who holds a valid Michigan elementary or secondary certificate, including requisite endorsements, or an approval or vocational authorization issued by the State Board of Education which authorizes the holder to teach or provide professional services at the level(s) and in the subject area(s) identified on the face of the certificate, or the approval or authorization.
2. "Qualified teacher" means a certified teacher who the Board has determined is qualified to perform the duties of the position to which the teacher is assigned. A teacher shall be presumed qualified if such teacher:

--Elementary (K-6 Self-Contained Classroom) holds a valid elementary certificate. Teachers of special subjects, as hereinafter defined, shall be deemed eligible for assignment to self-contained classrooms, provided that they meet the requirements herein provided.

--Elementary (Special Subjects) holds a valid K-12 certificate or elementary certificate together with a major or graduate degree in the special subject(s) as hereinafter defined.

--Secondary (Grades 7-8) holds a valid elementary and/or secondary certificate, provided, however, that a teacher assigned to grade 6 shall possess a valid elementary certificate or middle school certificate endorsement, has a major or minor, or not less than fifteen (15) semester hours, in the particular subjects or professional activity comprising the assignment, or has one (1) or more semesters of satisfactory classroom experience in grades 7-8 within the five (5) year period immediately preceding the effective date of the proposed assignment.

Notwithstanding the foregoing provisions, a teacher will be considered qualified for one (1) school year if such teacher has at least nine (9) semester hours in the particular subject(s) or

professional activity comprising the assignment and provides satisfactory evidence of enrollment in an accredited college or university for the purpose of satisfactorily completing at least six (6) additional semester hours within the ensuing calendar year in order to meet the minimum fifteen (15) hour requirement.

--Secondary (Grades 9-12) holds a valid secondary certificate together with a major, minor or endorsement in the particular subject(s) comprising the assignment, or in the case of a teaching assignment not requiring specific certification (such as computer classes), a valid secondary certificate and one (1) or more semesters of satisfactory classroom experience within the five (5) year period immediately preceding the effective date of the proposed assignment.

--Secondary (Special Subjects) holds a valid certificate appropriate to the grade level assignment.

3. "Special subjects" as referred to herein shall include such teaching or professional fields as art, music, physical education, reading specialist, special education, librarianship, guidance counseling and vocational education.
  4. A "major" or "minor" shall be defined in Rule 26 or 27 in the Teacher Certification Code (i.e., Rules 390.1126 and .1127).
  5. "Certificate" means the document issued by the State Board of Education to the teacher authorizing such teacher to teach in certain grades and/or subjects, together with certificate endorsements, which has been filed in the office of the Superintendent of Schools. It is the responsibility of the teacher to insure that the certificate is valid and properly filed, including letters from a recommending institution certifying that the teacher has met the requirements for a certificate or additional certificate endorsement, approvals or authorizations. Decisions concerning matters pertaining to layoffs and recalls shall be based on the certificates and institutional letters on file at the time such decisions are made.
- D. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association within thirty (30) calendar days after the beginning of the school year. The seniority list as furnished shall be conclusively deemed to be accurate unless the Association shall inform the Board of any errors within thirty (30) calendar days after receipt of such list. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, the last four (4) digits of their social security number shall be used in determining their respective positions on the seniority list, with the teacher having the smallest number

being assigned greatest seniority. "Service date" as used herein is the date on which the teacher first provided professional services for the Board under a written contract of employment, exclusive of any extra-duty assignment. since any break in service. A "break in service" shall be defined as termination of employment.

- E. It is understood that reasonable efforts will be made to keep the most senior teacher(s) employed, such as transferring such teachers to positions for which they are otherwise certified and qualified and realigning subjects within teaching assignments in order to avoid laying them off.
- F. It is understood that when a part-time teaching position becomes a full-time position, or if a full-time position becomes vacant, the teacher who is working part-time will first be offered the full-time position, provided that the teacher is certified and qualified. This procedure will be followed even if there are more senior teachers on layoff. This procedure is in keeping with the practice of retaining the most senior teachers who are in an active employment status during layoff and recall. In other words, the teacher who is working has preference over a teacher who is on layoff. The exception to this will be when one of the teachers is a probationary teacher and the other is a tenure teacher. In such cases, the tenured teacher, under the Tenure Law, has rights to the new position over the non-tenured teacher.

## **ARTICLE XX PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Definitions.
  - 1. A "grievance" is a claim based upon an alleged violation of the terms of this Agreement, including but not limited to a claim of unjust disciplinary action, including a reprimand or reduction in rank or compensation.
  - 2. The "aggrieved person" is the person or persons making the claim.
  - 3. 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.
  - 4. The term "days" shall mean days the superintendent's office is open.
  - 5. The grievance procedure shall not apply to any event or transaction in which:
    - a. The Administration has commenced a teacher tenure proceeding and the teacher elects to participate therein, the remedy set forth in the Tenure Act shall be exclusive.
    - b. The Association and/or any teacher has commenced a proceeding before any state or federal court, administrative agency or tribunal.
    - c. All information forming the basis for disciplinary action shall be made available to the teacher and the Association, if such teacher requests that such information be made available to the Association.
    - d. Non-renewal of probationary contracts

B. Purpose.

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board or its designated representative for the purpose of securing, at the lowest level possible, equitable solutions to the problem of the parties.

C. Structure.

1. There shall be selected by the Association one or more Association Representatives for each building who shall be made known to the Administration.
2. The Association shall establish a grievance committee. Association representatives shall be members of the grievance committee. In the event that any member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association, if necessary.
3. The building principal or persons designated by the administration shall be the administrative representative when the grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure.

A teacher who believes a violation of this agreement has occurred shall first discuss the matter with his building principal with the objective of resolving the matter informally.

Step 1:

If the matter is not resolved informally, the teacher shall file a formal grievance on the form set forth in Appendix E signed by the grievant and a representative of the Association with the building principal within fifteen (15) days of the event on which the grievance is based .

- a. Within 7 days of receipt of the grievance, the above designated administrator shall meet with the aggrieved person either individually, or together with his Association Representative, or alone with the Association Representative in the aggrieved person's absence.
- b. Within 7 days after the meeting, the administrator shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

Step 2:

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the previous meeting, the grievance shall be deemed denied and then the grievance may be appealed by the Association

in writing to the Superintendent of schools within 7 days after the decision in Step 1 is given or is required to be given if none is given.

- a. Within 5 days of receipt of the grievance, the superintendent shall meet with the Association representative alone or together with the aggrieved person, if the aggrieved person desires.
- b. Within 7 days after the meeting, the superintendent shall state his decision in writing, and furnish a copy thereof to the teacher and the Association.

### Step 3:

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within 7 days after the meeting prescribed in Step 2, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within 7 days after the decision in Step 2 is given or is required to be given if none is given. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall review such grievance, or hold a hearing on the grievance, or give other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than 7 days thereafter. A copy of such disposition shall be given to the teacher and the Association.

### Step 4:

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made and the Association wishes to continue with the grievance, notification of same will be submitted to the Board within seven days following completion of Step 3, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

#### E. Rights to Representation.

A teacher has the right to be represented at any step in the grievance procedure by the Association and/or an attorney of his own choice.

#### F. Miscellaneous.

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of participation by the Board or Association.
3. All documents, communications, or records dealing with a grievance shall be filed separately and shall not be made the part of any teacher's personnel record in the event the teacher leaves the system.
4. The expense of the American Arbitration Association shall be shared equally by the Association and the Board.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
6. If any teacher files a grievance pertaining to an evaluation made pursuant to Article XIV, which grievance proceeds through arbitration:
  - a. To the extent that any portion(s) of the grievance is denied as to any individual issue raised by the grievant, any portion of any written statement filed by grievant pursuant to Article XIII, Section E, that rebuts, contradicts or contests the portion(s) of the evaluation which are specifically upheld by the arbitrator shall be removed from the grievant's personnel file; and

To the extent that any portion(s) of the grievance is sustained or upheld as to any individual issue raised by the grievant, any portion of any evaluation of any evaluation, filed by the Board or its agent, that involved the issue(s), charge(s), or discussion(s) which was the subject matter of the portion of the grievance that has been sustained, shall be expunged from the grievant's personnel file. Moreover, the grievant shall remove any written statement pertaining to the grievance which has been placed in his (her) personnel file pursuant to Article XIII, Section E.