

8/31/97

Godwin Heights Public Schools

Teacher Master Agreement

1994 - 97

Godwin Heights Public Schools

Godwin Heights
Board of Education
and
Kent County
Education Association

GODWIN HEIGHTS PUBLIC SCHOOLS

Teacher Master Agreement

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT.	1
WITNESSETH	1
ARTICLE I RECOGNITION	
Section 1-A Bargaining Unit Description.	1
1-B "Teacher" defined.	1
1-C "Board" defined.	2
1-D Board and Creation of Rival Union.	2
ARTICLE II CONTRACT MAINTENANCE COMMITTEE. 2	
ARTICLE III ASSOCIATION and TEACHER RIGHTS	
Section 3-A Teacher's Right to Association Organization.	2
3-B Association's Right to Mediation.	2
3-C Teacher's Right to School Buildings	3
3-D Teacher's Right to Facilities & Equipment.	3
3-E Teacher's Bulletin Boards & Mail Service	3
3-F Teacher's Right to Obtain School Report and Information.	3
3-G Civil Rights.	3
3-H Permission to Leave Assigned Building	3
ARTICLE IV BOARD RIGHTS	
Section 4-A Rights Conferred to Board by Law.	4
4-B Copyright Procedures.	5
4-C Board's Right to Mediation.	5
4-D Right to Establish Policy, Rules & Regulations.	5
ARTICLE V MEMBERSHIP FEES and PAYROLL DEDUCTIONS	
Section 5-A Agency Shop & Dues Deduction.	5
5-B Temporary Teachers.	6
5-C Failure to Pay Dues.	6
5-D Just Cause for Dismissal.	6
5-E Safe Harmless Clause.	6-7
5-F Optional Payroll Deductions.	7
5-G Method of Salary Payments.	8
5-H Joint Liability for Error & Loss	8
ARTICLE VI TEACHING HOURS	
Section 6-A Starting - Leaving Time (Changing Time).	8
6-B Teaching Load Per Week	8
6-C Assigning Supervisory Time.	8
6-D Specialist Schedules & Hours.	8-9
6-E Noon Hour Duty	9
6-F Substitute Pay for Teachers.	9-10
6-G Release Time - Negotiations, Arbitration, etc.	10
6-H Leaving Classroom Unattended.	10
6-I After School & Evening Meetings	10-11
6-J Teachers Involved in Scheduling Process	11

ARTICLE	VII	TEACHING CONDITIONS	
Section	7-A	Quality of Education Goal & Responsibility	11
	7-B	Pupil Teacher Ratio - Class Size	12
	7-C	Keep Building Equipped and Maintained.	12
	7-D	Printing Facilities for Teacher Use	12
	7-E	Vending Machines - Teacher Lounge.	12-13
	7-F	Teacher Parking.	13
	7-G	Unsafe or Hazardous Working Condtions.	13
	7-H	Class Scheduling.	13
	7-I	Teacher Participation in Curriculum Development.	13
	7-J	Adjusted Schedule for Serrice on Committee.	13
	7-K	Committee Selection Process.	13
ARTICLE	VIII	PROFESSIONAL ASSIGNMENTS	
Section	8-A	Assigned to Major or Minor Field.	13
	8-B	Notification of Assignments.	14
	8-C	Keeping Records & Reports.	14
	8-D	Supplemental Assignments.	14
	8-E	Student Teachers.	14
ARTICLE	IX	VACANCIES, PROMOTIONS and TRANSFERS	
Section	9-A	Superintendent's Right to Assign.	14
	9-B	Right to Request Transfer.	15
	9-C	Posting Vacancies & New Positions.	15
	9-D	Involuntary Transfers.	15
	9-E	Union Right to Make Application.	15
ARTICLE	X	PAID LEAVE DAYS	
Section	10-A	Number of Accumulative Paid Leave Days	15
		1. Use of paid leave days.	16-18
		2. Application for paid leave days.	18-19
	10-B	Non-accumulative Paid Leave.	19
		1. Conferences.	19
		2. Jury Duty, etc.	19
		3. Union Leave Days	19-20
	10-C	Additional Sick Leave Days.	20-21
ARTICLE	XI	SABBATICAL LEAVE	
Section	11-A	Terms of Sabbatical Leave.	21-22
	11-B	Agreement Statement.	22
ARTICLE	XII	UNPAID LEAVE of ABSENCE	
Section	12-A	Educational Leave	22-23
	12-B	Child Care Leave.	23-24
	12-C	Medical Leave.	24-25
	12-D	Service Leave.	25-26
	12-E	Other Leave.	26
	12-F	Involuntary Leave - Medical Exam	26
	12-G	Tenure Status and Leave.	26
ARTICLE	XIII	ACADEMIC FREEDOM	
Section	13-A	Statement of Purpose.	26-27
	13-B	Improper Use of Academic Freedom	27

ARTICLE	XIV	TEACHER EVALUATION	
Section	14-A	Administrative Responsibility . . . . .	.27
	14-B	Use of Observation Devices. . . . .	.27
	14-C	Tenure Teacher Evaluation Time. . . . .	.27
	14-D	Evaluation Conference. . . . .	.27
	14-E	Personnel File - Teachers Rights.	27-28
	14-F	Right to Representation when Disciplined. . . . .	.28
	14-G	Written Evaluations. . . . .	.28
	14-H	Discipline and Just Cause. . . . .	.28
ARTICLE	XV	PROFESSIONAL BEHAVIOR	
Section	15-A	Compliance to Rules & Regulations. . . . .	.28
	15-B	Violations & progressive Correction. . . . .	.28
ARTICLE	XVI	PROFESSIONAL IMPROVEMENT	
Section	16-A	Tuition Reimbursement Procedures.	29-30
	16-B	Application for Classification Change. . . . .	.30-31
	16-C	Semester Classification Change. . . . .	.31
ARTICLE	XVII	MAINTENANCE of STANDARDS	
Section	17-A	Contract Priority over other Regulations. . . . .	.31
	17-B	Right to Negotiate without Interference. . . . .	.31
	17-C	Teaching Responsibilities & Negotiations . . . . .	.31
ARTICLE	XVIII	ANNEXATION and CONSOLIDATION of DISTRICTS	
Section	18-A	Contract Status when Districts Merge. . . . .	.32
	18-B	Employment When Districts Merge. . . . .	.32
ARTICLE	XIX	REDUCTION in PERSONNEL	
Section	19-A	Reduction Procedures. . . . .	.32
	19-B	Recall Procedures. . . . .	.32
	19-C	Exercise of Seniority. . . . .	.33
	19-D	Leave to Reduce Lay-Off. . . . .	.33
ARTICLE	XX	CONTINUITY of OPERATIONS	
Section	20-A	Unfair Labor Practice. . . . .	.34
	20-B	No Strike Clause. . . . .	.34
	20-C	School Closing - Weather Conditions. . . . .	.34
	20-D	Cancellation of Classes . . . . .	.34
ARTICLE	XXI	SCHOOL CALENDAR	
Section	21-A	Teacher Work Days. . . . .	.34-35
	21-B	Teachers Recommended Calendar. . . . .	.35
ARTICLE	XXII	PROFESSIONAL COMPENSATION	
Section	22-A	Salary Schedule (B-1) . . . . .	.35
	22-B	Probation Contracts. . . . .	.35
	22-C	Outside Teaching Credit. . . . .	.35
	22-D	Supplementals (B-2) and (B-3). . . . .	.36
	22-E	Mileage Allowance. . . . .	.36
ARTICLE	XXIII	INSURANCE PROTECTION	
Section	23-A	Group Health Insurance. . . . .	.36
	23-B	Optional Plan. . . . .	.36
	23-C	Dental Insurance. . . . .	.36

	23-D	Short Term - Long Term Disability.	36-37
	23-E	Life Insurance.	37
	23-F	Liability Insurance.	37
	23-G	Premium Payments & Termination.	37
	23-H	Vision Insurance.	38
	23-I	Coverage for Prorated Contracts	38
ARTICLE	XXIV	STUDENT DISCIPLINE and TEACHER PROTECTION	
Section	24-A	Discipline Procedures.	38
	24-B	Use of Force in Discipline.	38
	24-C	Student Exclusion from Class.	38
	24-D	Assault Upon a Teacher.	38
	24-E	Time Loss Due to Assault.	39
	24-F	Reimbursement for Damages.	39
	24-G	Parental Complaint.	39
	24-H	Teacher Care of School Property.	39
ARTICLE	XXV	GRIEVANCE PROCEDURE	
Section	25-A	Tenure Act and Grievances.	39
	25-B	Who May File Grievances.	39
	25-C	Informal 1st Step of Grievance.	39
	25-D	1st Formal Step.	40
	25-E	Time Limits.	40
	25-F	Principal's Response.	40
	25-G	2nd Formal Step.	40
	25-H	Superintendent's Response.	40
	25-I	Class Action Grievance.	40
	25-J	3rd Formal Step (Board)	40-41
	25-K	4th Formal Step (Arbitration)	41
	25-L	Cost of Arbitration	41
	25-M	Reinstatement & Reimbursement.	41
	25-N	Grievance & Expiration of Contract.	41
	25-O	Days Defined.	41
ARTICLE	XXVI	NEGOTIATION PROCEDURES	
Section	26-A	Starting Date.	42
	26-B	Official Contract Copies.	42
	26-C	Release Time for Negotiations.	42
ARTICLE	XXVII	EMPLOYMENT QUALIFICATIONS	
Section	27-A	Certification & Credentials on File.	42
	27-B	Teaching Certificate.	42
	27-C	TB Exam	42-43
	27-D	Physical Exam.	43
ARTICLE	XXVIII	SENIORITY of PERSONNEL	
Section	28-A	Seniority Defined.	43
ARTICLE	XXIX	MISCELLANEOUS PROVISIONS	
Section	29-A	Amending Contract Terms.	44
	29-B	Individual Contract & Master Agreement.	44
	29-C	Master Agreement & Law.	44
	29-D	Printing Contract Copies.	44
	29-E	Issuance of Contract.	44
	29-F	Issuance of Supplemental Contracts.	44
	29-G	Local Meetings.	44

ARTICLE	XXX	DURATION of AGREEMENT.	45
	Addendum	- School Nurse.	46
	Appendix A	- Authorization Intent Form.	47
	Appendix B	- Letter of Understanding Section 6-F.	48
	Appendix C	- Grievance Form.	49-51
	Appendix D	- Staff Absence Form	52
	Appendix E	- Representation Waiver Form	53
	Appendix F	- Bereavement Days	54
	Appendix G	- Professional Development Incentive Pay.	55
	Appendix H	- Supplemental B-2 & B-d Interview Form	56-57
	Appendix I	- Teaching Hours (6-B).	58
	Appendix J	- Letter of Understanding (19-C).	59
	Appendix K	- Letter of Understanding Regarding Student Council Supplemental.	60
	Appendix L	- Letter of Understanding Insurances and Privatization.	61
	Salary Schedule Index.		62
	Salary Schedule B-1		63-65
	Schedule B-2 (Supplementals)		66-69

ARTICLE XXV TREATY OF AGREEMENT

42	Member - School Nurse
43	Appendix 4 - Authorization Interest Form
44	Appendix 5 - Letter of Understanding Section 2-1
45	Appendix 6 - Grievance Form
46	Appendix 7 - Staff Absence Form
47	Appendix 8 - Representation Waiver Form
48	Appendix 9 - Management Days
49	Appendix 10 - Professional Development Incentive Pay
50	Appendix 11 - Supplemental 8-2 2-nd Interview Form
51	Appendix 12 - Teaching Hours (8-B)
52	Appendix 13 - Letter of Understanding (13-B)
53	Appendix 14 - Letter of Understanding
54	Regarding Student Council Supplemental
55	Appendix 15 - Letter of Understanding
56	Insurance and P/V Information
57	Salary Schedule Index
58	Salary Schedule B-1
59	Schedule A-2 (Supplemental)

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1994, by and between the Godwin Heights Board of Education, 15 - 36th Street, SW, Wyoming, Michigan (hereinafter called the "Board") and the Kent County Education Association (KCEA/MEA) (hereinafter called the "Association") representing those employees as defined in Article I-A.

WITNESSETH:

WHEREAS, the Board of Education and the Godwin Heights teachers recognize and declare that providing a quality education for children of Godwin Heights is their mutual aim; and

WHEREAS, the parties have, by their agents through negotiations in good faith, reached agreement and desire to execute this contract covering such agreement.

ARTICLE I Recognition

1-A The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified employees under contract with the Board who are on approved leave or employed in the regular school year day program in the following positions:

All certified classroom teachers, teacher of pre-primary impaired, teacher consultant, librarians, guidance counselors, school psychologists, school nurses social workers, speech therapists, art, music, physical education, reading teachers, teachers employed on a contracted basis for substituting or performing other professional bargaining unit related functions and other certified special education personnel, under contract with the Board in regular K-12 daytime education programs. Excluding: Supervisory and administrative personnel serving half time or more in this capacity, per diem pre-school teachers, summer school teachers and substitute teachers, aides, office and clerical personnel, maintenance and custodial personnel, and all other employees of the Board or of any other employer.

1-B The term "Teacher", when used hereinafter in this agreement, shall refer to all Godwin employees represented by the Association in the bargaining unit as defined in 1-A, and reference to male teachers shall include female teachers.

1-C The term "Board" shall include its officers and agents.

1-D The Board agrees that neither the Board nor its agents shall contribute to the creation or growth of a rival teacher organization.

ARTICLE II Contract Maintenance Committee

2-A Recognizing the importance of cooperative problem solving in the maintenance of the Master Agreement, the Association and Administration will meet on a bi-monthly basis to discuss and resolve issues or concerns relating to the agreement, working conditions, or other concerns relating to the education of Godwin Heights students. In accordance with this article, the Superintendent and Director of Business and Employee Services will meet with the Association's President and Chief Negotiator. When needed, an additional representative may be requested by either party to help resolve a specific issue.

ARTICLE III Association and Teacher Rights

3-A Pursuant to Michigan's Public Employment Relations Act, the Board hereby agrees that every member of this bargaining unit shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that is will not discriminate against any teacher with the respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional 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.

3-B The Board recognizes that the Association has the right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency, and further, the Board, subject to its right of appeal, agrees to be bound by any lawful order or award of such agency.

3-C The Teachers and their representatives shall have the right to use school buildings at all reasonable hours for meetings. No charge shall be made for the use of school rooms before the commencement of the school day nor until 10:30 p.m. Arrangements shall be made with the administrator in charge of scheduling use of buildings. Failure to make proper arrangements shall result in the loss of building use by the Teachers and their representatives.

3-D Representatives of the GHEA shall have the privilege, with permission from their immediate Administrator to use school facilities and equipment, including typewriters, copy machines, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided material is not detrimental to the Board and Association relationship and all expendable materials are furnished by the teachers. The GHEA shall be responsible for any and all damages to school facilities and equipment due to negligence or misuse by the Representatives.

3-E Teachers shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' lounge in each building. Teachers may use the district internal mail service and teacher mailboxes for communication to other Association employees.

3-F The Board, through the Superintendent's office, agrees to furnish the local Teacher Representative of the Association, in response to reasonable request, public budgetary reports and such other similar prepared information as will assist the Association in developing accurate, informed and constructive programs on behalf of the Teachers, together with such available and legally non-confidential information which may be necessary for the Teachers to process any grievance or complaint.

3-G The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or martial status.

3-H The Board recognizes the desirability and right of a teacher to request from the building principal permission to leave his assigned building during the teacher's normal school day. The principal has the right to grant or deny such request.

ARTICLE IV
Board Rights

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

4-B Copyright-

1. Any materials prepared by the teacher during the work day shall become the property of the Board for use in the school system. Any materials prepared outside of the workday by the teacher related to his job responsibility shall become the property of the creator with the Board retaining usage rights by reimbursing the creator for his/her cost.
2. No syndication or sale of this material may be made without the express release of the creator and the Board.
3. The Board shall be exempt from the above requirements when the materials are developed by a committee for which there is no one creator.

4-C The Association recognizes that the Board has the right to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such agency, and further, the Association subject to its right to appeal, agrees to be bound by any lawful order or award of such agency.

4-D The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practice 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 and then only to the extent such specific and express terms herein are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE V
Membership Fee and Payroll Deduction

5-A All teachers receiving a contract for at least a full school semester, as a condition of continued employment, shall cause to be paid to the Association, directly by payroll deduction, the membership dues and assessments of the Association (including the NEA and MEA), or, in the case of those teachers not members of the Association, a service fee up to the amount of dues, only upon receipt from each teacher or an assignment authorizing deduction of membership dues, and signed by the teacher. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1, of a given year. Deductions shall be equally divided between the first pay period of each month, beginning in October and ending in June of each year.

5-B Teachers employed on a temporary or tentative basis or for a period of less than a full school semester, may but shall not be required to become members of the Association or to pay a service fee until such time when they are employed for the full school year.

5-C If any teacher to whom the foregoing provisions apply fails to comply therewith within sixty (60) days of employment and the Association certifies such fact to the Board by filing formal charges, in writing, and requests it to institute dismissal proceedings, provided such notice has been given ninety (90) days prior to the end of the school year, the Board shall then give notice to the employee that his employment will not be continued after the end of the school year.

5-D It is agreed that with respect to any teacher, failure or refusal to comply with such provision constitutes just cause for dismissal at the end of the present school year.

5-E. In the event the Board, acting on the formal charge filed by the Association, discharges or attempts to discharge a teacher for failure to comply with those provisions, the Association agrees to indemnify and hold the Board harmless for any and all damages and judgments including all unemployment insurance payments which may result from such action except the loss which may be caused by the Board's negligence, provided, however, that the Association shall select and pay for the services and expenses of legal counsel for the Board, acceptable to the Board (which acceptance may not be unreasonably withheld).

If agreeable terms for payment are not made within twenty (20) calendar days after receipt of any itemized list of damages and judgments the Board is free from and no longer responsible for implementing any portion of Article V, Sections A through E, for the duration of this Agreement.

5-F The Board shall make payroll deductions upon written authorization from teachers for annuities, extended insurance benefits, credit union, and direct deposit to personal accounts in the Grand Rapids Teacher's Credit Union, and any other plans or programs approved by the Board.

5-G The teacher's annual salary shall be spread over the entire year in twenty-six (26) equal payments or, upon written request, over the school year. Accrued salary may be paid in full if a written request is made by the teacher at least two (2) weeks in advance.

1. F.I.C.A., State, and Federal withholding tax are required deductions and will automatically be taken from the gross earnings each payday.
2. Deductions shall be made to cover the cost of optional benefits provided in the Board's sponsored insurance plan which are not provided for or paid by the Board.
3. If a staff member leaves the District during the contract year, the contract is pro-rated and the balance due is paid on the next regular payroll after termination of employment.
4. Salary payments which are spread over July and August and which are earned salary on the prior year's contract will be paid every two weeks during said months. The employee has the option of drawing these earnings in a lump sum. If a lump sum is desired, it is required that the employee notify the business office, in writing, prior to June 30.
5. Salary payments shall be made, within the school day, on alternate Fridays. Pay periods which fall during non-contractual days shall be mailed to employees.

5-H Both the Board and the Association agrees to assume joint liability for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of the monies involved.

ARTICLE VI Teaching Hours

6-A A teacher shall report at his/her assigned building at 8:00 A.M. A teacher shall not leave the school earlier than 3:00 P.M. Each teacher shall be provided with at least a 35 minute, duty free, lunch period. A teacher shall be available at his assigned place of duty a sufficient period of time prior to and after the close of the pupil's school day as determined by the building administrator. Exceptions may be granted by the building administrator. The Board may adjust the starting and closing time of the school day when, in their opinion it is necessary for the safety of students, provided the total hours of the day are not increased.

6-B The normal weekly teaching load for full time elementary and secondary classroom teachers will not exceed twenty-five (25) hours of student instruction and a minimum of five (5) hours of preparation within the above defined limits of a school day. Required travel time shall not be considered as planning time. Teachers, such as reading consultants, counselors, media personnel and other specialists having the duties other than classroom teachers shall be assigned the necessary preparation time deemed appropriate by their immediate supervisor or building principal at the teacher's request. Assignment to a supervised study period or other supervised student activities shall be considered as student instruction for the purpose of this Article.

Part time teachers shall be assigned a pro rata work week of student instruction and planning time as outlined in this Article for full time teachers.

6-C Teachers with weekly loads of less than twenty five (25) hours of student instruction may be assigned to supervisory duties within the defined school day not to exceed a total of twenty five (25) hours of student instruction per week.

6-D Teachers, such as reading consultants, counselors, media personnel and other specialists having duties other than

normal classroom teaching as a major portion of their assignment, may be assigned a work day that differs from that of a classroom teacher. However, the total hours per week will be the same as those of a classroom teacher. These teachers shall adhere to the workday hours required for their assignment as determined by the Administration prior to their accepting the position.

6-E Wherever it is possible, the administration will secure either teachers or qualified lay persons on a paid basis for handling noon hour duty. However, if it is impossible for the Administration to find qualified lay people or teachers willing to assume noon hour duty on a paid basis, teachers will be assigned and those teachers deprived of normal lunch period shall be remunerated at the pro-rata $1/180$ the amount of the lunch hour supplemental rate set forth in Schedule B-3.

6-F Teachers required to substitute during their preparation period or elementary teachers who lose planning time, shall be compensated at the rate found in schedule B-3 or may elect comp time in lieu of pay for time substituting under this section. Credit toward comp time will be afforded on a pro rata basis of teacher's instructional day. Compensatory time credit will be limited to a maximum of three days per year. Any teacher receiving compensatory time under this section will be allowed to carry over a maximum of two days for usage in the next school year.

1. Teachers with less than a full class load and those teachers whose preparation period can be moved to a different time in the day, can be assigned to substitute with no additional compensation.
2. If a teacher substitutes for more than ten (10) consecutive school days, the rate of pay shall be adjusted to one-sixth ($1/6$) their daily rate of pay for the eleventh (11th) school day and each successive day thereafter.
3. Building administrators will attempt to obtain substitutes from a list of teachers who volunteer for such service prior to assigning teachers to substitute.

4. Efforts will be made to ensure that each elementary classroom teacher will have the contractually allotted amount of planning time and that students receive special area (art, music and P.E) instructional time.
5. In the best interests of the students it is understood that qualified substitute teachers will be obtained when possible or appropriate so that classroom teachers are not deprived of planning time.
6. The Association shall be notified on a yearly basis as to the per diem rate of substitute teacher pay as established by the Board.

6-G A teacher engaged during the school day with any representative of the Board or Administration while participating in any scheduled grievance meeting, including arbitration and factfinding, shall be released from regular duties without loss of salary or days deducted from sick leave.

6-H Teachers are not to leave a classroom of students unattended at any time except for an extreme emergency and then only when arrangements have been made with the office or a nearby teacher to check their classroom.

6-I Teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the teacher's normal day. Therefore, teachers shall attend meetings that extend the day when necessary for the full performance of their duties. Evening meetings shall be limited to a maximum of five (5) per school year.

However, individual teachers may be asked to attend other meetings related to their responsibilities. Night meetings shall not be required beyond three (3) hours in length for parent-teacher conferences. Other night meetings shall be limited to two and one-half (2-1/2) hours.

1. The following provisions will be made for the three (3) night parent-teacher conferences:
 - a) School shall be dismissed at 2:00 P.M. on the day of the scheduled night conferences. Teachers may elect to use this preparation in their building or away from school.

- b) Teachers will be provided two (2) half-days of adjusted schedule for night parent-teacher conferences.

These half days (one in Fall and one in Spring) shall preferably be scheduled before a vacation.

- c) Elementary teachers will be dismissed following their last scheduled conference.

- 2. Teachers shall be notified of the tentative dates for parent-teacher conference meetings within thirty (30) days after the beginning of the school year.

6-J In scheduling of elementary special classes such as Art, Music or P.E., special teachers will be involved in the scheduling process with the intent to:

- 1) Create schedules that will provide approximately 25 minutes planning time per day for regular elementary classroom teachers within the student instructional day. In addition to Art, Music and Physical Education classes, determination for the 25 minute daily planning time will include recess (when duty free), library and counseling periods. Daily blocks of planning time for classroom teachers may not be feasible for those classroom teachers electing to develop team block planning times with other classroom teachers or in the event elementary special classes are reduced for financial considerations.
- 2) Develop schedules that include passing or set up time for elementary special teachers when changing grade levels.

ARTICLE VII Teaching Conditions

7-A The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Teachers and the Board. It is also acknowledged that the primary duty and responsibility of the classroom teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

7-B Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size be adjusted to meet the following criteria:

		<u>Goal</u>	<u>Maximum</u>
Early Elementary	K-2 . . .	.22 . . .	.26
Later Elementary	3-5 . . .	.25 . . .	.28
Middle School	6-8 . . .	.25 . . .	.31 with a limit of 170 per day
High School	9-12 . . .	.25 . . .	.31

1. The above class sizes shall apply only to academic classes, exceptions being physical education and music. Typing classes are not to exceed the number of typing stations. The goal in scheduling lab classes is not to exceed the number of student stations available in the classroom.
2. Whenever the above class size maximums are exceeded on October 15 or any date thereafter in early or later elementary classes, the Board shall provide, with teacher's consent a half time instructional aide within three weeks. Within that time the Board may choose to adjust class size in lieu of providing instructional aide time.
3. In scheduling special needs; students, class size and class composition will be considered in making these decisions.

7-C The Board agrees at all times to keep the schools reasonable equipped and maintained.

7-D The Board agrees to make available to each school a typewriter, duplicating machine and supplies, to aid teachers in the preparation of instructional materials.

7-E The building teachers may request of the building administrator to have beverage and/or food dispensing vending machines installed in the teachers' lounges.

1. If arrangements for installation and operation are handled by the building teachers, all handling, expenses and profits shall rest with the building teachers. The school business office shall be available for handling the funds.

2. If arrangements for installation and operation are handled by the building administrator, all handling, expenses and profits shall rest with the administration.

7-F Off-street parking facilities shall be provided and properly maintained. Special parking arrangements shall be made through the building principal in the event of a physical disability/handicap.

7-G Teachers shall not be required to work under what in the judgment of the administration are unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

7-H Scheduling classes is the responsibility of the building principals. The administrator will meet with staff prior to the end of the school year to receive inputs prior to formulating grade/class assignments for the following year.

7-I The Board recognized that curriculum development is an essential part of sound educational practices and a responsibility of professional staff members. In view of this, the participation of appropriate professional staff members in curriculum development and evaluation of educational programs and materials is encourage.

7-J Teachers who serve on the district Curriculum Coordinating Council or District School Improvement Team shall be granted one (1) day of adjusted schedule in recognition of their work.

7-K Teachers serving on committees shall be elected by their respective building staffs.

ARTICLE VIII Professional Assignments

8-A Teachers shall be assigned to teaching assignments within the scope of their teaching certificates or their major fields of study; provided, however, that teachers may be assigned to a teaching assignment outside the scope of their teaching certificate or major or minor fields of study only if such assignment is temporary and for good cause.

8-B All teachers shall be given written notice of their tentative schedule for the forthcoming year, if possible, by the first day of May, but no later than the first day of June. In the event that changes in such schedule are necessary, teachers affected shall be notified. Changes in teachers' schedules should not be made, unless necessary, later than the 15th day of August preceding the commencement of the school year.

8-C In fulfilling their teaching assignment teachers shall be required to prepare and keep records of students' progress, seating charts, lesson plans and other records such as attendance, test scores, conference reports, health records as determined by the building principal.

8-D Supplemental assignment vacancies shall be filled on a basis of qualifications and seniority for the position. When filling supplemental assignments an interview team will make a candidate recommendation to the Superintendent. The Association will be afforded equal representation on the interview team. Appendix H shall be utilized for all B-2 and B-3 supplemental interviews.

In the event a supplemental in B-3 does not require specific training, then it will not be necessary to conduct an interview. The position will be awarded by: 1) seniority in the supplemental within the district and 2) service years in the district. For B-3 Supplementals that require specific training, the selection process identified for B-2 supplementals will be utilized.

When supplemental positions are eliminated, reductions will be based on the inverse order of: 1) seniority in the sport/supplemental within the district, and 2) service years in the district.

8-E Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.

ARTICLE IX Vacancies, Promotions and Transfers

9-A The teachers recognize that the Superintendent of Schools has the responsibility to assign staff members to positions within the school system based on certification, seniority and qualifications.

9-B The Board will give consideration to teachers requesting transfers. Requests by teachers for transfer to a different class, building, or position shall be made in writing by the first day of March, one copy shall be filed with the Superintendent and one copy with the building principal. Each application shall set forth the reason for transfer, the school, grade or position sought, and the applicant's qualifications. Such requests not granted shall be renewed in writing each year to assure active consideration by the Board.

9-C The Board declares its support of filling vacancies and newly created positions from within its own teaching staff. Whenever a vacancy arises, including vacancies in supervisory positions, the Superintendent shall promptly notify the Local President and shall promptly post notice of the same in each building on the teacher bulletin boards for not less than five (5) teaching days during the school year or two (2) weeks during vacation time up to August Fifteen (15) before the position is filled. Vacancies shall be filled on the basis of certification, seniority and qualifications of the applicant. Any newly created professional position shall be posted, as above, with accompanying job description and qualifications. When a member of the present teaching staff has applied for one of these positions and has been denied that position, the Superintendent shall notify the applicant and upon request give the reasons for such denial.

9-D In making involuntary assignment, prior to the decision to transfer, input from the involved parties shall be sought. In the event there are no volunteers, seniority shall be considered to the extent that the assignment does not conflict with the instructional requirements and best interest of the school system.

9-E In filling vacancies, the Board agrees to give the Local President notices of vacancies, and to accept and review all Association member applications received within the seven (7) day posting period prior to considering applicants from other sources.

ARTICLE X
Paid Leave Days

10-A At the beginning of each school year the Board shall credit to each teacher, twelve (12) paid leave days to be

used for illness, injury, bereavement and personal business. Severance of the employee prior to having earned all of the days granted at the beginning of the school year shall result in an adjustment of days accumulated on a prorated basis. No adjustment will be made for employees who exhaust all accumulated leave days and are subsequently forced to take a medical leave of absence. The unused portion of these leave days granted at the beginning of each school year shall accumulate from year to year without limitation.

1. Uses of paid leave days are as follows:

a) Personal illness or injury which renders the teacher temporarily unfit for service.

b) Illness and death in the immediate family shall be allowed without loss of salary up to five (5) working days for each occurrence within the category enumerated below:

1. Death or bereavement in the employee's immediate family. Additional days may be granted upon request to the Superintendent.

2. Emergency illness in the employee's immediate family.

3. Immediate family is defined as spouse, child, parent, brother, sister, grandparents, grandchildren, and those who stand in stead (refers to a household member or a substitute parent).

c) Funeral attendance of one (1) day per funeral and a maximum of four (4) each school year.

d) Emergency leave up to one (1) leave day each school year. Such leave shall be deducted from the accumulated paid leave.

1) Emergency leave shall be granted to an employee for any unforeseen circumstance that requires the immediate attention of the employee and cannot be held in abeyance until after scheduled work time.

e) Personal business up to two (2) leave days each school year will be allowed for transaction of personal business or for handling of matters of personal nature which cannot be attended to on weekends, outside normal school hours or during vacation periods under the following conditions.

(1) Each building shall be limited each day to one teacher on leave for every twenty-five (25) teachers or major fraction thereof. Administrative units of less than twenty-five (25) teachers or major fraction thereof shall be limited to one person on leave each day. Exceptions to exceed this policy may be made upon approval of the Superintendent of Schools.

(2) Such leave shall not be granted for the first working day preceding or following a vacation period (exceptions: graduation exercises for immediate family; honor convocation honoring teacher; and/or military departure of a son or a daughter).

(3) Such leave shall not be deducted from accumulative paid leave days and shall be granted only when sufficient leave days have been accumulated to cover the leave.

(4) This leave is for personal reasons. Therefore, notification to the building principal forty-eight (48) hours prior to the anticipated leave date is all that is necessary in requesting such leave.

(5) Abuse of personal business days shall be cause for disciplinary action including loss of pay.

f) Extended disability for a period in excess of ten (10) school days.

(1) In the event of a disability the teacher shall notify the Superintendent. This notice shall be accompanied by a statement from the attending physician specifying the disability and its probable duration.

(2) An employee on disability leave is to report back to work on the date the employee's physician states he is able to return to work. Leave may be extended without pay by mutual agreement.

(3) An employee on disability must submit a written, signed statement from his attending physician stating that the employee is capable

of returning and performing the full duties of his/her assignment before he/she returns to work.

(4) Failure to report to work on the date the disability ends without notification and approval shall be considered as voluntary termination of employment.

(5) The Board shall have the right to request additional information and/or the opinion of another physician of its choice, at the Board's expense, whenever the length of disability is in question.

2. Application of paid leave days are as follows:

- a) In all cases when teachers find it necessary to be absent from work they shall notify the appropriate administrative office no later than 7:00 A.M., on the day of the absence and state the reason for such absence. The Board shall inform the teachers at the beginning of each school year the phone number to be used and shall provide twenty-four (24) hour answering service for this purpose. Teachers will be responsible, immediately upon return to work, to turn in to the building principal a completed absence form stating the reason for their absence.
- b) The Board of Education reserves the right to require a physician's statement upon return after an absence of seven (7) consecutive school days because of illness or injury. Abuse of paid leave days for purposes other than those stated shall be cause for disciplinary action up to and including loss of pay.
- c) Absence due to injury, incurred in the course of the teacher's employment for which the teacher receives benefits under the Michigan Worker's Compensation Act shall not be charged against the teacher's paid leave days during the Worker's Compensation waiting period for wage reimbursement. Thereafter, the Board shall pay to such teachers the difference between his/her salary and worker's compensation and only that portion shall be deducted from the teacher's paid leave days. In the event the

teacher receives retroactive benefits under the Michigan Worker's Compensation Act for the said waiting period, the teacher shall remit the wage compensation for those days to the school district.

d) Cumulative paid leave days shall terminate at the severance of employment. Teachers with ten (10) years or more service in the system shall receive as severance pay for every unused accumulated day as follows:

1 - 25 days	\$ 5.00 per day	(\$10.00 per day starting 1996-97)
26 - 50 days	\$10.00 per day	(\$15.00 per day starting 1996-97)
51 - 100 days	\$15.00 per day	(\$20.00 per day starting 1995-96)
101+ days	\$35.00 per day	

10-B The Board will provide additional non-accumulative paid leave days for the following:

1. Monies are budgeted in each school for attendance by staff at professional conferences. Visitation to other conferences must be applied for and approved by the building principal. Such days shall be used for the purpose of (1) visitation to view other instructional techniques or programs, (2) conferences, workshops or seminars.

The teacher shall file a written report to the building principal within one week of his attendance at such visitations, conferences, workshops, or seminars.

2. A teacher subpoenaed for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Such a teacher shall not be charged with loss of personal sick leave, or professional or personal leave allowance. Teacher shall submit to their building administrator any and all documentation regarding such subpoena prior to their date of absence.
3. Leave of absence with pay not to exceed a cumulative total of five (5) days per school year shall

be given the Teachers upon application thereof for Association purposes. An additional three (3) days will be granted with the Association paying the per diem substitute teacher rate. Application must be made with the Superintendent via the principal at least five (5) working days in advance of the anticipated absence except in cases of emergency. These days are provided for training of Association officers. The Local President shall name those teachers who are eligible to attend such meetings.

10-C Any teacher whose personal illness extends beyond the teachers accumulated sick leave days may be granted additional sick leave days by the sick bank committee. The committee shall be composed of three Godwin Heights teachers designated by the Kent County Education Association. Upon receipt of a formal written request by a teacher, the committee shall meet within five (5) days to review the request. The following general guidelines shall apply to all requests for days from the sick bank:

1. A teacher must exhaust all his personal sick leave accumulation. The Bank Committee may grant additional sick leave to a teacher dependent upon demonstrated need.
2. Days shall not be granted retroactively.
3. No days will be granted where the teacher is receiving Worker's Compensation.
4. The maximum number of days an individual shall receive from the bank shall not exceed 65 days. However, it is understood that an individual must go on the LTD Plan upon completion of the required waiting period.
5. The decision of the committee shall be final and is not subject to the grievance procedure.
6. When the existing days are depleted, the Association will replenish the sick bank by making contributions.
7. The teacher may be required to present a physician's statement of illness or injury at the request of the Sick Leave Bank Committee.
8. Absence in excess of accumulated sick leave and not granted by the Sick Leave Bank Committee will be deducted at the rate of 1/185 of the teacher's scheduled pay for each day absent.

The Committee and the Kent County Education Association agree to save harmless the Board, including individual Board members and its agents, harmless against any and all claims, demands, lists, suits, or other forms of liability that may arise out of or by reason of action taken by the Committee with respect to Article X, Section C.

ARTICLE XI
Sabbatical Leave

11-A Teachers who have been employed for seven (7) consecutive years by the Board, may, in the sole discretion and judgment of the Board, be granted a sabbatical leave for one (1) school year under the following conditions:

1. Request for such leave shall be submitted, in writing to the Superintendent on or before May 1, of the school year for which the leave is sought.
2. Unless otherwise expressly stated in this Article, any benefits provided under the Master Agreement shall not be continued and/or accrued to the person on leave.
3. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board to the extent that he/she shall be paid one-half (1/2) the annual salary rate he/she was scheduled to receive for the leave year.
4. If for any reason the leave is not used for its intended purpose, the recipient shall report to the Superintendent prior to the next pay period for employment or forfeit all further leave pay for the year.
5. A teacher returning from sabbatical leave shall be restored to his/her former position or a position of like nature and with same paid leave accumulation he/she had at the end of his/her last contract year.
6. A teacher returning from sabbatical leave shall advance on the salary schedule the same as he/she would have advanced had he/she been on staff of the District.

7. A teacher receiving sabbatical leave shall return to the school system for at least three (3) years following said sabbatical leave.
8. A teacher on leave may elect to retain all insurance coverage and payroll deduction privileges at the teacher's expense.
9. Each teacher shall sign the following agreement prior to receiving a sabbatical leave.

11-B Sabbatical Leave Agreement form:

AGREEMENT

I, _____, do hereby promise to repay the monies paid me by Godwin Heights Public Schools during my sabbatical leave if for any reason I do not fulfill my obligation to return to the Godwin Heights Public Schools for a period of at least three (3) academic years following said sabbatical leave. I agree that payment shall be made by me on the basis of three and one-half (3-1/2) percent of my total sabbatical leave salary for each month of the unexpired portion of the three (3) years required service following the expiration of sabbatical leave, but not to exceed the total amount received in sabbatical leave salary.

(Date)

(Applicant's Signature)

(Date)

(Notary's Signature)

Acknowledged: _____
(Superintendent)

ARTICLE XII
Unpaid Leave of Absence

12-A An educational leave of absence without pay shall be granted to a tenure teacher for a school year for the following reasons and under the following conditions:

1. Reasons:
 - a) Study related to the teacher's licensed field.
 - b) Study to meet eligibility requirements for an educational license other than that held by the teacher.
 - c) Study, research or special teaching assignment the Board deems to be advantageous to the school system.
2. A teacher on such leave shall not be under contract nor subject to the terms of this Master Agreement except for the expressed terms of Section A., of this Article.
3. A teacher on such leave shall notify the Board of his/her intent to return, in writing, on or before March Fifteen (15) of the leave year or forfeit his/her right to re-employment.
4. Upon notification of intent to return, the teacher shall be re-employed for the following school year with the same paid leave accumulation he/she had at the end of his/her last contract year.

12-B An unpaid child care leave of absence shall be granted to tenure teachers upon written request under the following conditions:

1. Only teachers who have obtained tenure status with the school system are eligible to apply for such leave.
2. Written application for such leave must be submitted to the Superintendent at least sixty (60) days prior to the beginning date of the leave.
3. The maximum length of this leave shall be for the duration of the semester for which the leave is granted and the following semester.
4. A teacher re-employed after such leave shall be reinstated with the same paid leave accumulation he/she had just prior to the date of leave.
5. A teacher placed on such leave prior to completing a full semester shall, when reinstated, be placed at the same increment step, and a teacher placed on such leave after completing a full semester

shall, when reinstated, be advanced one (1) step on the salary schedule.

6. Insurance paid by the Board shall terminate thirty (30) days after the beginning date of the leave.
7. Teachers on leave may, prior to the date their insurance terminates, arrange with the business office to pay their own insurance premiums for whatever portion of the insurance coverage they desire that is allowable by the insurance agency or company.
8. Teachers completing such leave shall be reinstated to a position for which they are certified and qualified subject to normal reduction in force.
9. Reinstatement to a position shall be made by certified letter, the teacher being responsible for keeping his current resident address on file in the Superintendent's office. Once notified, the teacher must reply and accept the position within seven (7) days or thereafter lose his/her rights to employment reinstatement.

12-C A medical leave of absence without pay and benefits shall be granted upon written request to those teachers who are unable to teach due to personal illness or injury and who have exhausted their paid leave days.

1. The maximum length of this leave shall be for the duration of the semester for which the leave is granted and the following semester.
2. At the Board's discretion, such leave may be extended if applied for in writing and approved by the Board.
3. Upon use of sick days, a tenure teacher will automatically be placed on unpaid leave and shall retain employment rights. Said teacher must apply for leave as soon as they are able and accompany such request with a physician's statement of the anticipated date of return to work.

4. If, during the school year, any teacher on an unpaid status is absent more than thirty (30) consecutive work days, insurance benefits will be discontinued and employment rights of probationary teachers may be terminated by the judgment of the Board of Education.
5. Prior to returning to work the teacher must, on request, furnish the Superintendent with a written, signed statement from his/her attending physician stating that the teacher is capable of returning and performing the full duties of his/her assignment.
6. Failure to report to work on the reinstatement date agreed to after recovery without notification and approval shall be considered as voluntary termination of employment.
7. A teacher placed on such leave prior to completing a full semester shall, when reinstated, be placed at the same increment step, and a teacher placed on such leave after completing a full semester shall, when reinstated, be advanced one (1) step on the salary schedule.

12-D The Board will provide service leave for teachers accepted in the Peace Corps, Vista, elected to the state (MEA) national (NEA) or county (KCEA) Association presidency or military service under the following conditions:

1. Peace Corps, Vista, Association Presidency (MEA/NEA/KCEA).
 - a) Leave shall be a maximum of two (2) years.
 - b) Only teachers with tenure status in the school system shall be eligible for such leave.
 - c) Only teachers on MEA, NEA, KCEA leave shall be eligible for any Board sponsored benefit program at teachers' expense.
 - d) Teachers on such leave shall accrue no seniority for leave time.
 - e) Teachers on such leave will be eligible for the first position available for which they are certified.

2. A military leave of absence shall be granted to teachers engaged in military duty in any branch of the Armed Forces of the United States, voluntarily or involuntarily, including National Guard and Reserve duty. All leaves shall be according to Chapter 43, of Part III, of Title 38, U.S. Code governing such leave.

12-E Other leave without pay and benefits may be requested of the Board. The Board reserves the right to approve or deny such requests and to stipulate all the conditions for such leave. Any teacher on such leave shall not forfeit his/her accumulated paid leave days.

12-F The Board of Education may grant to a teacher, without request from said teacher, a sick leave of absence without pay and benefits because of physical or mental disability for a period not to exceed one (1) year. Any tenure teacher placed on such unrequested sick leave shall receive his/her accumulated paid leave days until they have been exhausted. Prior to placing a teacher on such leave, the Board shall have the right to require that a teacher be examined by a qualified doctor, selected by the Board, to secure competent medical evidence of the physical and/or mental condition of the teacher, provided that the cost of such examination shall be paid for by the Board.

1. A teacher placed on such leave shall be reinstated at the same increment step he/she would have been placed on the year of the leave.

12-G No leave of absence or paid leave, granted by the Board shall terminate the acquired continuing tenure status of a teacher.

ARTICLE XIII Academic Freedom

13-A The parties seek to educate 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 employees and students is encouraged, except that:

- 1) The employee must be acting within accepted and/or adopted curriculum and courses of study.
- 2) The employee must exercise responsibility and must realize that teaching places responsibility upon the employee to carefully consider the maturity level of the student and the circumstances that surround the teaching/learning relationship.

13-B Any teacher accused of the improper use of academic freedom may be dismissed only after proof of the alleged impropriety has been provided. Any allegations found to be untrue shall be completely removed from the teacher's record and any changes that may have been made in that teacher's status shall be immediately restored.

ARTICLE XIV Teacher Evaluation

14-A The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. Input from the teachers will be sought regarding the evaluation process for tenure and non-tenure teachers.

14-B All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.

14-C Tenure teachers shall be evaluated when performance seems to warrant it, but at least once every two (2) years.

14-D The evaluator or his/her designee will hold a personal conference with the teacher as soon as possible after each formal evaluation. During this time the evaluation will be discussed by both parties.

14-E Each teacher shall have the right upon written request to review the contents of his/her personnel or personal file.

A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. This review shall be made in the presence of the Superintendent, or his/her designee, responsible for the safekeeping of such file. Each teacher's personnel file shall contain the following minimum items of information:

- TB report and required medical information
- All teacher evaluation reports, both formal and informal reports that are communicated to the teacher
- Copies of annual contracts
- Teacher certificate(s)
- Letters of commendation
- A transcript of academic record
- Tenure recommendations
- Record of voluntary extra curricular school activities

14-F A teacher when being warned, reprimanded or disciplined for any infraction of rules or regulations governing discipline or delinquency in performance, shall be entitled to meet with the Administration and to have the Association representative present when such a meeting is requested.

14-G The performance and evaluation of a teacher should be fully discussed with the teacher and suggestions, if needed, for improvement of the teacher's performance shall be included in the written evaluation. Each evaluation shall contain a specific reference as to whether the overall evaluation is satisfactory or unsatisfactory. The content of the evaluation for probationary teachers is not subject to the grievance procedure.

14-H No teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause.

ARTICLE XV Professional Behavior

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

15-B The Teachers recognize that abuses of paid leave, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board or its designee, in recognition of the concept of progressive correction, shall notify the teacher and the Local President (if requested by the teacher), in writing, of alleged delinquencies, indicate expected correction, a plan for correction, and indicate a reasonable period for correction.

ARTICLE XVI
Professional Improvement

16-A A tenure teacher who holds a Michigan Permanent Certificate, a Continuing Certificate, or who has completed eighteen (18) semester hours toward such a certificate, shall be reimbursed for tuition paid by the teacher while in the employ of the Board for credit earned subsequent to filing the certificate or providing proof of meeting the requirements in the Superintendent's office, provided:

1. Maximum tuition reimbursement to any teacher shall be limited to forty-two (42) semester hours of work. Of these hours, eighteen (18) must be graduate semester hours in a graduate program approved by an accredited university or college. A maximum of twelve (12) semester hours may be applied to undergraduate course work or other courses. Only graduate hours from an accredited university or college can be applied to salary schedule placement. Upon completion of the forty-two (42) hours the employee may be reimbursed for additional hours.
2. Tuition will not be paid by the Board when such tuition has been paid by the Federal government, charitable foundations or similar institutions.
3. Coursework will be preapproved by the Superintendent based on the following criteria:
 - a) Once the graduate degree program has been approved, individual courses or substitutions within the said program will not need additional preapproval.

- b) Any courses in the teacher's major or minor field, teaching field or educational administration will be given preapproval.
 - c) Individual courses not defined in a) or b) will require preapproval. Such preapproval will be determined on an individual basis.
4. It is understood that it is the individual teacher's responsibility to provide the Superintendent's office with satisfactory proof:
- a) That the courses taken are part of an approved graduate program in education from an accredited university or college.
 - b) That the tuition was paid by the teacher and in what amount.
 - c) That the courses taken were satisfactorily completed by the teacher.
5. Maximum tuition reimbursement shall be limited to the tuition rate paid at the University of Michigan.
6. Tuition reimbursement shall be made promptly following the regular October and May meetings of the Board of Education in each year for all approved credits earned, provided proof is given as above stated. This information needs to be submitted two (2) weeks prior to these Board meetings.
7. Only teachers still in employment with the Godwin Heights Public Schools at the time of payment shall be eligible for tuition reimbursement.
8. Only graduate or undergraduate courses related to the teaching and/or educational administration field will be considered for tuition reimbursement.
9. The school nurse is eligible for tuition reimbursement after completing three (3) years of Godwin Heights Public Schools employment.

16-B All teachers who have completed a preapproved appropriate degree program or preapproved courses and by doing so qualify for a new salary classification at the start

of school in September shall make appropriate application (form provided by the Board) prior to October One (1) of each year and shall provide all transcripts of proof prior to their being placed on a new classification rate. Once said proof is received new classification rates shall be made retroactive to the beginning of the school year.

16-C If a teacher is eligible for a new salary classification by the beginning of the second semester, that teacher shall be placed at the new classification and paid accordingly in accordance with the same procedures as in Article 15-B, except February Fifteen (15) shall be the deadline date for submitting application.

ARTICLE XVII Maintenance of Standards

17-A This Agreement shall supersede any rules, regulations or practice of the Board and/or the Association which may be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract executed for the contract year and thereafter during the term of this Agreement. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

17-B The administration shall not interfere with, restrain or coerce any teacher in the exercise of his/her right to organize, form, join or assist in labor organization, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their employer and representative of their own choice. Nor shall the duties or responsibilities of any teacher so engaged be increased or altered for reasons of serving on the negotiation team.

17-C Teachers agree that members negotiating for the Association will be expected to perform the normal duties connected with their assignment and will not be excluded from needful administrative adjustments in personnel assignments and reductions necessary in the operation of the school system.

ARTICLE XIX
Annexation and Consolidation of Districts

18-A To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

18-B In the event this district shall be combined with one or more districts, the board will use its best efforts to assure the continued employment of its members in such a consolidated district.

ARTICLE XIX
Reduction in Personnel

19-A LAY OFF: When conditions make necessary a reduction in the number of teachers employed by the Board such lay off shall be by seniority in the Godwin system in the following categories:

- (1) GRADES K-5
 - Classroom teachers
 - Art
 - Physical Education
 - Library
 - Guidance
 - Reading
 - Music
 - Special Education

- (2) GRADES 6-12
 - Major subject areas (e.g. Mathematics not Geometry, Science not Chemistry)

19-B Recall shall be by inverse seniority of laid off employees capable of performing the work available in accordance with the Exercise of Seniority criteria outlined below.

- (1) The recall list shall be maintained by the Board.
- (2) Recall shall be made by certified letter, the teacher being responsible for keeping his/her current resident address on file in the Superintendent's office. Once recalled, the teacher must reply within seven (7) days or thereafter loses his/her right to recall.

19.C Exercise of Seniority: Laid off employees, at the time of lay off, may exercise their seniority in accordance with the following criteria:

- (1) Current certification
- (2) Current North Central requirements
- (3) Educational training in above defined categories (e.g. a certified minor or eighteen (18) semester hours in the categories or major subject area not excluding other teaching qualifications - experiences).
- (4) Seniority

In addition a letter of agreement was developed regarding item #2 of 19-c.

19-D During a period of impending lay offs, the Board agrees to consider all requests for voluntary unpaid leaves of absence from teachers requesting such leave to facilitate fewer lay offs. If, in the judgment of the administration, a laid off person can fill the position of the person requesting the leave without impairing the program, such leaves will be granted.

1. The maximum length of such leave shall be for one (1) school year.
2. Teachers granted such leave shall be reinstated to a position for which they are certified and have training, experience, interests and abilities subject to normal reduction in force.
3. Teachers shall be reinstated with the same paid leave accumulation they had just prior to the date of leave.
4. Reinstatement to a position shall be made by certified letter; the teacher being responsible for keeping his/her current address on file in the Superintendent's office. Once notified, the teacher must reply within seven (7) days or therefore lose his/her rights to employment reinstatement.

ARTICLE XX
Continuity of Operations

20-A The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section Ten (10) of the Public Employment Relations Act. In all cases where the Teachers feel an unfair labor practice has been committed, the Association may file with the Michigan Employment Relations Commission.

20-B The Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause any interruption in the educational program of the district. Nor will they directly or indirectly engage in or assist in a strike (i.e. The concerted failure to report for duty or willful absence of a teacher from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) against the Godwin Heights Public Schools.

20-C In the event that weather conditions warrant the closing of school early or canceling school for the day, the Board agrees to notify the local radio and television stations as soon as possible on such mornings that school shall be canceled for students and teachers shall not be required to report for duty.

20-D Teachers need not report to work on scheduled work days that are canceled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county or state. Days of instruction and instructional work time will be added to the end of the school year, to comply with the current attendance law.

Days lost that exceed the minimal requirements of the current attendance law will be rescheduled without additional compensation of staff, but the number of teacher work days will not exceed 185 full days.

ARTICLE XXI
School Calendar

21-A With the exception of new teachers, teachers agree to work 185 full days each school year. First year teachers to the school district shall work one (1) additional day, that will be designated as orientation and will be scheduled prior to the first regular work day.

1. Each year a minimum of two (2) days shall be designated as records days.
2. Each year up to two (2) days may be designated as inservice days by the building principal. Teachers may submit to their building principals inservice programs for consideration. Inservice days shall be segments of half days or full days.
3. Normally the first day of school for teachers shall not be considered an inservice day.

21-B The Teachers' Executive Board may study and submit recommendations to the administration concerning the school calendar including the half days of adjusted schedule because of night parent-teacher conferences. Recommendations must be submitted prior to April First (1) for each ensuing year. Each teacher shall be given a copy of the newly adopted calendar prior to the end of the current school year.

ARTICLE XXII Professional Compensation

22-A The basic salaries of teachers covered by this Agreement are set forth in Schedule B-1, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the length of this Agreement.

22-B Teachers who have their probation periods expire prior to the end of a school year shall be issued contracts dated to terminate on the final date of their probation. Teachers receiving tenure will receive statements of employment for the remainder of the school year. Teachers not successful in obtaining tenure will have their employment terminated at the end of their contract term. When lay off is necessary during the school year, individual annual teacher contracts can be canceled by the Board with sixty (60) calendar day notification.

22-C Teachers new to the District shall be given credit for five (5) years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Board may give additional years credit not to exceed the full number of years of outside teaching for related experience.

22-D Teachers involved in extra duty assignments set forth in Schedule B-2, and B-3, which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.

22-E Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the I.R.S. rate per mile.

ARTICLE XXIII Insurance Protection

23-A The Board shall provide and pay full cost for the Michigan Education Special Service Association Group Hospital, Surgical Insurance outlined as MESSA Super Care I, excluding all optional benefits, for all full-time teachers and their dependents for the 1992-93 and 1993-94 contract years.

23.B For teachers electing not to participate in the Board sponsored hospital, medical, surgical insurance program the Board shall provide and pay premiums for:

1. MESSA VSP-3 vision care program
2. \$150.00--1994-95; \$160.00--1995-96, \$170.00--1996-97 which may be applied to a Board approved annuity program and/or to optional benefits provided in MESSA Super Care 1, insurance program.

23-C The Board shall provide MESSA/Delta Dental Care Plan E007 for teachers and their eligible dependents. This coverage shall be 80% payment for Class One benefits, and 80% payment for Class Two benefits and 80% full family orthodontic coverage. The adult ortho portion shall be self funded by the district with a maximum limit of \$1300 and in compliance with the Delta Dental Care Plan.

23-D The Board will make available to each full-time teacher a Long Term Disability insurance program with the following conditions:

- (1) There will be a limit of 66-2/3% of income per month pro-rated over a twelve (12) month period to age 70.
- (2) There will be a minimum of a ninety (90) calendar day waiting period.
- (3) There will be financial offsets such as Workers Compensation, Social Security, other insurance income, etc. established by the insurance carrier to determine its obligations to the teacher.

(4) The insurance shall include mental and nervous conditions with coverage for inpatient up to age 70 and outpatient coverage up to a maximum of twenty four (24) months.

(5) The coverage shall become effective at the beginning of the insurance month immediately following the initial date of employment.

(6) Employees who qualify for Disability Insurance will be afforded the Board's contribution towards their health insurance through the end of the school year (August) in which the disability occurs. All other benefits are terminated at the time that the teacher can no longer provide service to the district.

(7) The carrier for Disability Insurance shall be selected by the Board.

(8) Teachers will not qualify for coverage into this program until all accumulated paid leave days have been used.

23.E The Board shall provide a total \$20,000 term life insurance with accidental death benefits to each teacher. Starting in 1996-97 the total life insurance will be increased to \$35,000. The carrier, for that portion of the \$20,000 or \$35,000 (starting 1996-97) not provided for in the Health Insurance program, shall be selected by the Board.

23-F The Board shall provide, to the teachers, Public Liability and Accident coverage in an amount of not less than \$100,000 for each accident that may occur in the course of the teacher's school sponsored duties.

23-G The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st for all teachers completing a full contract year. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

1. The amount of the premium paid by the Board shall be discontinued thirty (30) days after the day a teacher is placed on unpaid leave status during a contract year.
2. The amount of the premium paid by the Board shall be discontinued thirty (30) days after termination of employment for those teachers leaving the system prior to the end of the school year.

23-H The Board shall provide MESSA Vision Plan VSP-2 for teachers and their eligible dependents.

23-I Medical, dental, life and vision insurance coverage will be provided on a prorated basis for teachers with less than a one hundred percent (100%) contract.

ARTICLE XXIV
Student Discipline and Teacher Protection

24-A The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline of students during the same time period students are assigned to him/her.

The teachers recognize that all disciplinary actions and methods invoked by the team shall be reasonable and just and in accordance with the established Board policy. It shall be the responsibility of the teacher to report to his/her principal the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

24-B A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with school code M.S.A. 15.3774-3757, and Board policy.

24-C A teacher may temporarily exclude a pupil from class for the remainder of the class period (in elementary classes until the principal or his/her designee returns the pupil to the class) when the grossness of the offense, the persistence or misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

In such cases, the student shall be sent immediately to his/her principal's office, and the teacher shall furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.

24-D Any instance of assault upon a teacher while in the performance of his/her assigned teaching or additional assignment contract duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the investigation, prosecution and disposition of the matter by the proper authorities.

24-E Time lost by a teacher in connection with such assault or such criminal or civil action by reason of disciplinary measures imposed by the teacher upon a student, shall not be charged against said teacher unless he/she is adjudged guilty by a court of competent jurisdiction.

24-F The Board shall reimburse teachers for any malicious damage destruction by students of personal property of teachers while in the performance of their regular assigned duties if such property is necessary and required to perform such duties and is not covered by insurance. Such damages are to be reported to the building principal and Director of Business/Employee Services for disposition. For the purpose of this Article, personal property shall not include money. The Board may require proof of cash value at the time of loss or repair charges prior to making such payment.

24-G Any complaints, significant in the judgment of the administration, directed toward a teacher by a parent or other persons in the community shall be promptly called to the teacher's attention by the building principal and disposition of the complaint shall become part of the teacher's record. Any substantiated complaint shall remain part of the teacher's record permanently. If a complaint is not substantiated two (2) years following the disposition of said complaint, the teacher may request in writing the removal of the complaint from their record. These unsubstantiated complaints will be removed unless there are additional complaints during this time period.

24-H Teachers shall exercise reasonable care with respect to Board property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss of such property.

ARTICLE XXV Grievance Procedure

25-A If a teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said act and the established procedures thereof.

25-B Any teacher, group of teachers or the Local, believing that there has been a violation, misinterpretation and/or misapplication of this Agreement relating to wages, hours and other terms and conditions of employment, may file a written grievance with the Local and/or the Superintendent as a representative of the Board.

25-C In the event a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal. The teacher shall be entitled to have a Local representative present during such discussion. In the event the teacher chooses to have a Local representative present, the principal shall be entitled to have present a member of the administrative staff.

Step 1:

25-D If, after informal discussion with the building principal, the grievance still exists, the grievant may file a formal written grievance using the appropriate grievance form (Appendix C). Such formal grievance to be signed by the grievant and/or a representative of the Local and copies shall be delivered to the Principal and Superintendent within fifteen (15) days after the occurrence of last circumstances upon which said grievance is based.

25-E If the grievant fails to use the appropriate grievance form (Appendix C) or fails to comply with the time limitations set forth in this article, he/she shall forego all rights to use the formal grievance procedure to further his/her alleged grievance.

25-F Within five (5) school days of the receipt of the grievance, the principal, or his/her designee, shall meet with the grievant and/or Local representative in effort to resolve the alleged grievance. Within this time period, the principal shall indicate his/her disposition, in writing, and furnish a copy thereof to the grievant and Superintendent.

Step 2:

25-G If the grievant is not satisfied with the disposition of the grievance by the Principal or his/her designee or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent within fifteen (15) days after initiating formal grievance procedures.

25-H Within three (3) school days of receipt of the grievance, the Superintendent, or his/her designee, shall meet with the Local representatives in an effort to resolve the grievance. The Superintendent, or his/her designee, shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Local President.

25-I If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

Step 3:

25-J If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within three (3) days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever occurs earliest, may hold a hearing on the

grievance, review such grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance, in writing, by the Board shall be made no later than four (4) days thereafter. A copy of such disposition shall be furnished to the Local President.

Step 4:

25-K If the Local is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Local shall have thirty (30) days to submit to arbitration before an impartial arbitrator. If the parties cannot agree within three (3) school days as to the arbitrator, he/she shall be selected by the grieving party from the American Arbitration Association or the Michigan Employment Relations Commission in accord with its rules which shall likewise govern the arbitration proceeding.

The Board and the Local shall not be permitted to assert in such arbitration proceeding 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 the parties shall retain all legal rights to enforce or appeal the arbitrator's award.

25-L The cost of arbitration under this article shall be paid in full by the Board if the arbitrator rules the Board in violation of this Agreement. The costs shall be paid in full by the Association if the arbitrator rules the Board not to be in violation of this Agreement.

25-M If any teacher for whom a grievance is sustained shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

25-N Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolved.

25-O All days referred to in this article will mean school days, Monday through Friday, excluding legal holidays and scheduled vacations for the calendar year. Days during summer recess shall be treated as school days.

ARTICLE XXVI
Negotiation Procedures

26-A Between May 1st and May 15th, or earlier by mutual agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year. Each party shall submit to the other a list of its official representatives of its professional negotiation committee.

26-B There shall be three (3) signed copies of the Master Agreement for the purposes of record. One retained by the Board, one by the Local President, and one by the Superintendent.

26-C Released time may be provided by mutual agreement for the Teacher's Negotiating Committee to permit the parties to meet during regular school hours for the purpose of reaching a successor agreement as rapidly as possible.

ARTICLE XXVII
Employment Qualifications

27-A Certification materials including college credentials, valid teaching certificate and official transcript of records must be filed with the Superintendent of Schools by all new teachers not later than October 15, of the initial year of employment. Failure to comply may result in termination of employment unless the requirement is temporarily waived by the Superintendent for individual teachers requesting such waiver.

27-B All teachers shall have on file with the Superintendent of Schools a valid up to date Michigan Teacher Certificate in order to retain their employment status with the School District.

27-C New teachers shall have evidence of freedom from tuberculosis (x-ray or skin test) on file with the Superintendent of Schools prior to fifteen (15) days after the beginning of their employment.

Regular teachers shall have evidence of tuberculin tests on file in the Superintendent's office prior to fifteen (15) days after the beginning of school in the year that such test is required. The Board shall reimburse the cost of the TB test up to a maximum of the current rate established by the Kent County Health Department upon proof of payment by the teacher.

If after warning, the teacher fails to comply with this qualification within ten (10) days it may result in suspension from employment without pay.

27-D All new teachers shall be required to pass a physical examination prior to becoming a regular employee of the School District. Each new employee shall have on file with the Superintendent of Schools a completed health form within thirty (30) days of their initial employment date.

1. The Board shall specify the examiner and assume the cost of the examination.
2. If the health forms are not in by the due date, it may result in suspension from employment without pay.

ARTICLE XXVIII **Seniority of Personnel**

28-A Seniority in the Godwin Heights Public School System for all professionally certified teaching personnel shall be determined by the number of consecutive years of service in teaching from their last date of hire. Seniority earned by administrators while teaching in Godwin Heights Public Schools shall be retained based on teaching experience only.

1. Leaves of absence granted in accordance with the provision of the Master Agreement shall not constitute an interruption in continuous service.

ARTICLE XXIX
Miscellaneous Provisions

29-A This Agreement shall constitute the full and completed commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in writing, and signed amendments of this Agreement.

29-B Any individual contract between the Board and an individual teacher, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

29-C If any provisions of this Agreement or any application of this 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.

29-D Copies of this Agreement shall be printed at the expense of the Board and one copy presented without charge to each teacher now employed or hereafter employed by the Board.

29-E The Board agrees to withhold the issuance of annual contracts each year until negotiations have been completed concerning teachers' salaries, hours, and all other terms and conditions of employment.

29-F Individual annual and additional assignment contracts, consistent with the terms of this Agreement, may be issued at any time during the school year.

29-G It is agreed by the parties that the first Thursday of each month shall be reserved for Local meetings after school hours.

ARTICLE XXX

This Agreement shall be effective from September 1, 1994, and shall continue in effect until August 31, 1997. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended in writing by the parties.

GODWIN HEIGHTS
BOARD OF EDUCATION

GODWIN HEIGHTS
EDUCATION ASSOCIATION

By: *Daniel J. Brown*
Its President

By: *Thomas E. Meyer*
Its President

By: *Jack R. Horn*
Its Secretary

By: *Carole LaRosa*
Its Secretary

By: *Victor A. Odier*
Its Chief Negotiator

By: *Sam J. D'Amico*
Its Chief Negotiator

By: *Karen L. Hamelent*
Its KCEA President

Dated this _____ day of _____, 1994

GODWIN HEIGHTS PUBLIC SCHOOLS

ADDENDUM TO ACCOMMODATE SCHOOL NURSES

Addendum to the 1982-85 Master Agreement
Godwin Heights Board of Education
Kent County Education Association (KCEA/MEA)

For the purpose of this agreement, it is recognized by the parties that school nurses do not require teacher tenure under the Michigan Teacher's Tenure Act (PA 379). Hence the terms "probationary and tenure" are not legally applicable. However, the parties agree to recognize that nurses shall be treated as probationary until they have been employed by the district for two (2) years after which they shall be treated as regular employees in this agreement.

All rights and privileges to this agreement shall be extended to school nurses and the term "Teacher" as defined in Article I-B, shall refer to nurses unless specifically excluded or altered as follows:

ARTICLE I-A RECOGNITION

The nurses shall be added to the bargaining unit and the position shall be deleted from exclusion.

ARTICLE XII UNPAID LEAVE OF ABSENCE

Nurses shall not be eligible for the educational leave of absence stipulated in Article 12-A or the service leaves stipulated in Article 12-D-1.

ARTICLE XIX-A REDUCTION IN PERSONNEL

The parties agree to add a third category, (3) **OTHER SPECIALIST**, which includes school nurses, social workers and school psychologist.

ARTICLE XXII-A PROFESSIONAL COMPENSATION

The nurses' salary schedule shall be established at 80% of the teacher B.A. schedule.

ARTICLE XXII-B

This total clause (Article 22-B) is not applicable to school nurses.

ARTICLE XXII-C

Nurses shall be given credit only for their employment service as nurses with the Godwin Heights Public School system.

APPENDIX A

AUTHORIZATION INTENT FORM

I understand, as a condition of my employment in Godwin Public Schools, that Article IV of the Teacher Master agreement requires I either (1) authorize the deduction of Association membership dues and assessments or (2) authorize the deduction of a service fee up to the equal amount of the annual Association dues, and that such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year.

Therefore, I select the following alternative as my intent upon receipt of the appropriate form:

- () I will sign and authorize the payroll deduction of the Association membership dues and assessments (including NEA and MEA) thereby becoming a member of the Association.

- () I will sign and authorize the payroll deduction of the service fee up to the equal amount of the annual Association dues, thereby waiving my right to join the Association.

I understand the above shall become full authorization to the Employer to deduct the amount required by my selection should I fail to sign and authorize the required form(s) at such time designated by the Association and the Current Teacher Master Agreement (Deductions shall be equally divided between the first pay period of each month, beginning in October and ending in June of each year.).

APPENDIX B

LETTER OF UNDERSTANDING IN REFERENCE TO SECTION 6-F

This Letter of Understanding outlines the administrative efforts that will be made to insure that each elementary classroom teacher will have the contractually allotted amount of planning time and that students receive special area instructional time.

- Substitute teachers not necessarily certified in a special area will be obtained whenever possible to substitute in art, music and physical education. Detailed lesson plans will be devised to facilitate the instruction of students in these areas.
- In the event a substitute teacher cannot be obtained for a given day, lost special area instructional time will be made up by hiring a substitute teacher on a subsequent day within one week.
- To insure maximum special area instruction time, physical education classes will be held two (2) times per week for 30 minutes in grades 4 and 5.

APPENDIX C

GRIEVANCE FORM

- Copies to:
- 1. Superintendent
 - 2. Principal
 - 3. Grievant

School District _____
Building _____
Date Occurred _____

STEP 1

1. Name of Grievant _____ Grievance Number _____

2. Statement of Grievance _____

3. Relief Sought _____

Date _____ Signature _____

4. Disposition by Principal _____

Date _____ Signature _____

5. Position of Grievant and/or Association _____

Date _____ Signature _____

GRIEVANCE FORM (pg. 2)

STEP II

1. Name of Grievant _____

2. Statement of Grievance _____

3. Relief Sought _____

Date _____ Signature _____

4. Date received _____

5. Disposition of Superintendent _____

Date _____ Signature _____

6. Position of Grievant and/or Association _____

Date _____ Signature _____

GRIEVANCE FORM (pg. 3)

STEP III

1. Name of Grievant _____

2. Statement of Grievance _____

3. Relief Sought _____

Date _____ Signature _____

4. Disposition by Board _____

Date _____ Signature _____

5. Position of Grievant and/or Association _____

Date _____ Signature _____

APPENDIX D

STAFF ABSENCE FORM

This form is to be completed and submitted to the appropriate administrator or supervisor at least one day prior to an anticipated absence of one-half day or more. This includes charged vacation days. In the case of emergency illness, the secretary to the administrator or supervisor should be notified by telephone and the absence form should be completed following the return to the school district.

NAME _____

DATE(S) _____

REASON FOR ABSENCE: Illness ____ Funeral ____ Bereavement ____
Illness in Family ____ Vacation ____ Other ____ Explain _____

NOTICE TO THE SCHOOL OF YOUR ABSENCE:

DATE OF NOTICE _____ TIME _____ A.M. P.M.

TO WHOM _____

Date

Signature

APPENDIX E

REPRESENTATION WAIVER FORM

In relationship to Section 14-B of the Master Agreement, I recognize that I have the right to inform the GHEA and have representation from said Association. I hereby waive that right and do not wish the GHEA informed at the present time. However, I may at any time in the future rescind this waiver and request representation.

Signed: _____

Dated: _____

APPENDIX F

Bereavement Days (Section 10-A, 1.b)

It is understood that seven (7) additional days will be granted upon request to the Superintendent. It is further understood extensive travel or extenuating circumstances may necessitate the granting of additional days.

APPENDIX G

Professional Development Incentive Pay

It is understood, that any teacher qualifying for Professional Development Incentive (P.D.I.) pay on or before August 31, 1992, shall be compensated in accordance with the Teacher Master Agreement of 1989-92. Teachers who have earned the required eight (8) credits, but have not reached the appropriate longevity level shall be limited to receiving P.D.I. pay through August 31, 1997 at which time all P.D.I. payments shall cease.

APPENDIX H

Godwin Heights Public Schools

Supplemental B-2 and B-3 Interview Form

Candidate's Name: _____

Position: _____

Interview Committee:

1. _____ 2. _____

3. _____ 4. _____

Step I. Qualifications

Knowledge: Knowledge shall be determined by candidate's demonstrated understanding of sport/supplemental

Comments: _____

Rank Score of Candidate _____

Experience: Experience includes consideration of previous supplemental assignment in area of position interviewing for and other supplementals.

Comments: _____

Rank Score of Candidate _____

Personal Skills: Communications (verbal and written) leadership and organizational abilities represent personal skills.

Comments: _____

Rank Score of Candidate _____

Previous Evaluations: Evaluations of previous supplementals in like positions and other supplementals shall be utilized.

Comments: _____

Rank Score of Candidate _____

Candidate's Qualifications Rank Score _____

Step II: Seniority

In the event that candidates interviewing for said position are considered to be equal based on step 1, seniority shall be utilized to determine the successful candidate.

Seniority in the activity: (not at a specific level)

Comments: _____

Rank Score of Candidate _____

Seniority in District:

Comments: _____

Rank Score of Candidate _____

Candidate's Seniority Rank Score _____

**APPENDIX I
Teaching Hours**

Section 6-B

Letter of Understanding

Re: Per the requirement of the State Aid Act, it is the expressed understanding between the Godwin Heights Education Association and the Board of Education that 900 hours of instruction for 1994-95 and 990 hours of instruction in 1995-96 and 1996-97 will need to be provided. Each year these hours will be reviewed with the GHEA and Board prior to the start of the school year. It is further understood that the intent of both parties is to try and meet the requirements of the law within the existing requirements of section 6-B of the Master Agreement. In the event that adjustments need to be made for compliance with the minimum number of hours, the parties agree to make said adjustments to meet the minimum requirements. Adjustments will not result in any additional remuneration as long as adjustments can be achieved within the current 8 a.m. to 3 p.m. time frame and teacher planning time equals five (5) hours per week. If needed adjustments should result in exceeding the 8 a.m. to 3 p.m. workday or less than five (5) hours per week of planning time, the parties will negotiate its effects.

APPENDIX J

Letter of Understanding

It is the expressed understanding between the Godwin Heights Education Association and the Board of Education, that section 19-c of the Master Agreement shall be administered in the following manner regarding item #2, "Current North Central Requirements". In the event a teacher has the required certification but does not meet the current North Central requirements, said teacher will have one year to attain the requirements. If that teacher fails to meet the current North Central requirements at the end of one year, then said teacher will be subject to the provisions of item #2.

APPENDIX K

Letter of Understanding

SCHEDULE B-3

Re: High School Student Council Supplemental

It is the expressed understanding for the 1994-95 school year, the High School Student Council supplemental will be reduced from 10% of the base salary to 8% of the base. This 2% reduction is agreed upon due to the agreement of the High School Administration and Student Council supervisor, that learning lab time may be used for some Student Council meetings and activities.

This understanding is non precedent setting and is for the 1994-95 school year only. Any continuation of this understanding will require continued agreement by the parties.

APPENDIX L

Letter of Understanding

Re: Insurances and Privatization

The parties acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the district will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

The parties also acknowledge that, beginning with the second year of the Agreement, the District may be required by applicable state law to bid the provision of support services, in order to receive or maintain a full foundation grant. In that event, nothing in this Agreement will preclude the District from bidding such support services. However, the District will bargain with the Association concerning the effects of the subcontracting or support services as the result of such bidding.

GODWIN HEIGHTS PUBLIC SCHOOLS

SALARY SCHEDULE B-1

Salary Schedule Index: 1996-97 Salary Index

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+10</u>	<u>M+20</u>	<u>M+30</u>
1	1.0000	1.0975	1.1124	1.1271	1.1804
2	1.0332	1.1361	1.1569	1.1778	1.2296
3	1.0817	1.1852	1.2068	1.2284	1.2808
4	1.1345	1.2416	1.2633	1.2844	1.3366
5	1.1873	1.3018	1.3216	1.3414	1.3947
6	1.2398	1.3567	1.3791	1.4009	1.4527
7	1.2957	1.4163	1.4390	1.4617	1.5150
8	1.3567	1.4960	1.5137	1.5304	1.6010
9	1.4179	1.5825	1.6015	1.6250	1.6712
10	1.4828	1.6526	1.6696	1.6900	1.7477
11	1.5503	1.7213	1.7377	1.7600	1.8242
12	1.6067	1.7764	1.7975	1.8206	1.8649
16	1.6197	1.8234	1.8408	1.8629	1.9172
21	1.6711	1.8622	1.8918	1.9212	1.9708
26	1.7704	1.9413	1.9514	1.9615	2.0319

GODWIN HEIGHTS PUBLIC SCHOOLS

SALARY SCHEDULE -- B-1

1994-95 Salary Schedule

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>*M+10</u>	<u>*M+20</u>	<u>*M+30</u>
1	28,646	31,439	31,866	32,287	33,814
2	29,597	32,545	33,141	33,739	35,223
3	30,986	33,951	34,570	35,189	36,690
4	32,499	35,567	36,188	36,793	38,288
5	34,011	37,291	37,859	38,426	39,953
6	35,515	38,864	39,506	40,130	41,614
7	37,117	40,571	41,222	41,872	43,399
8	38,864	42,854	43,361	43,840	45,862
9	40,617	45,332	45,877	46,550	47,873
10	42,476	47,340	47,827	48,412	50,065
11	44,410	49,308	49,778	50,417	52,256
12	45,756	50,589	51,190	51,849	53,110
16	46,126	51,927	52,422	53,052	54,599
21	47,590	53,032	53,875	54,714	56,126
26	50,417	55,287	55,573	55,860	57,865

*This refers to hours earned after July 1, 1963, and graduate hours earned after possessing a Masters Degree.

The Doctorate salary schedule shall be computed by adding \$700.00, to each step of the MA+30 schedule including longevity steps.

GODWIN HEIGHTS PUBLIC SCHOOLS

SALARY SCHEDULE -- B-1

1995-96 Salary Schedule

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>*M+10</u>	<u>*M+20</u>	<u>*M+30</u>
1	29,219	32,068	32,503	32,933	34,490
2	30,189	33,196	33,803	34,414	35,928
3	31,606	34,630	35,261	35,893	37,424
4	33,149	36,278	36,912	37,529	39,054
5	34,692	38,037	38,616	39,194	40,752
6	36,226	39,641	40,296	40,933	42,446
7	37,859	41,383	42,046	42,709	44,267
8	39,641	43,712	44,229	44,717	46,780
9	41,430	46,239	46,794	47,481	48,831
10	43,326	48,287	48,784	49,380	51,066
11	45,298	50,295	50,774	51,425	53,301
12	46,672	51,601	52,214	52,886	54,172
16	47,048	52,965	53,471	54,114	55,691
21	48,542	54,093	54,952	55,808	57,249
26	51,425	56,393	56,685	56,977	59,022

*This refers to hours earned after July 1, 1963, and graduate hours earned after possessing a Masters Degree.

The Doctorate salary schedule shall be computed by adding \$700.00, to each step of the MA+30 schedule including longevity steps.

GODWIN HEIGHTS PUBLIC SCHOOLS

SALARY SCHEDULE -- B - 1

1996-97 Salary Schedule

<u>STEP</u>	<u>B</u>	<u>M</u>	<u>*M+10</u>	<u>*M+20</u>	<u>*M+30</u>
1	29,803	32,709	33,153	33,591	35,179
2	30,792	33,859	34,479	35,102	36,646
3	32,238	35,323	35,966	36,610	38,172
4	33,812	37,003	37,650	38,279	39,835
5	35,385	38,798	39,388	39,978	41,566
6	36,950	40,434	41,101	41,751	43,295
7	38,616	42,210	42,887	43,563	45,152
8	40,434	44,585	45,113	45,611	47,715
9	42,258	47,163	47,730	48,430	49,807
10	44,192	49,252	49,759	50,367	52,087
11	46,202	51,300	51,789	52,453	54,367
12	47,884	52,942	53,571	54,259	55,580
16	48,272	54,343	54,861	55,520	57,138
21	49,804	55,499	56,381	57,258	58,736
26	52,763	57,857	58,158	58,459	60,557

*This refers to hours earned after July 1, 1963, and graduate hours earned after possessing a Masters Degree.

The Doctorate salary schedule shall be computed by adding \$700.00, to each step of the MA+30 schedule including longevity steps.

GODWIN HEIGHTS PUBLIC SCHOOLS

SCHEDULE B-2

Additional Assignment Contract Salary Schedule (Athletic)

<u>Position:</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>
Senior High Boys-					
Varsity Football	16.5	17.0	17.5	18.0	18.5
Asst. Varsity Football	9.5	10.0	10.5	11.0	11.5
Reserve Football	9.5	10.0	10.5	11.0	11.5
Asst. Reserve Football	9.0	9.5	10.0	10.5	11.0
9th Grade Football	9.0	9.5	10.0	10.5	11.0
Asst. 9th Grade Football	8.5	9.0	9.5	10.0	10.5
Varsity Track	11.5	12.0	12.5	13.0	13.5
Asst. Track	8.0	8.5	9.0	9.5	10.0
Varsity Basketball	16.5	17.0	17.5	18.0	18.5
Reserve Basketball	9.5	10.0	10.5	11.0	11.5
9th Grade Basketball	9.0	9.5	10.0	10.5	11.0
Varsity Baseball	11.5	12.0	12.5	13.0	13.5
Asst. Varsity Baseball	8.0	8.5	9.0	9.5	10.0
Reserve Baseball	8.0	8.5	9.0	9.5	10.0
9th Grade Baseball	6.5	7.0	7.5	8.0	8.5
Varsity Tennis	9.0	9.5	10.0	10.5	11.0
Cross Country	9.0	9.5	10.0	10.5	11.0
Asst. Cross Country	7.0	7.5	8.0	8.5	9.0
Wrestling	13.5	14.0	14.5	15.0	15.5
JV Wrestling	8.5	9.0	9.5	10.0	10.5
Swimming	12.5	13.0	13.5	14.0	14.5
Asst. Swimming	8.5	9.0	9.5	10.0	10.5
Golf	9.0	9.5	10.0	10.5	11.0
JV Golf	5.0	5.5	6.0	6.5	7.0
Senior High Girls:					
Varsity Basketball	16.5	17.0	17.5	18.0	18.5
Reserve Basketball	9.5	10.0	10.5	11.0	11.5
9th Grade Basketball	9.0	9.5	10.0	10.5	11.0
Varsity Volleyball	12.5	13.0	13.5	14.0	14.5
Reserve Volleyball	8.5	9.0	9.5	10.0	10.5
Freshman Volleyball	7.5	8.0	8.5	9.0	9.5
Varsity Softball	11.5	12.0	12.5	13.0	13.5
Asst. Varsity Softball	8.0	8.5	9.0	9.5	10.0
Reserve Softball	8.0	8.5	9.0	9.5	10.0
9th Grade Softball	6.5	7.0	7.5	8.0	8.5
Varsity Tennis	9.0	9.5	10.0	10.5	11.0
Golf	9.0	9.5	10.0	10.5	11.0
JV Golf	5.0	5.5	6.0	6.5	7.0
Varsity Track	11.5	12.0	12.5	13.0	13.5
Asst. Varsity Track	8.0	8.5	9.0	9.5	10.0
Pom Pon	6.0	6.5	7.0	7.5	8.0
Varsity Cheerleading	9.0	9.5	10.0	10.5	11.0
JV Cheerleading	5.0	5.5	6.0	6.5	7.0

<u>Position:</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>
Middle School Boys:					
8th Grade Basketball	7.0	7.5	8.0	8.5	9.0
7th Grade Basketball	7.0	7.5	8.0	8.5	9.0
7th & 8th Grade Track	5.5	6.0	6.5	7.0	7.5
7th & 8th Grade Tennis	5.5	6.0	6.5	7.0	7.5
7th & 8th Grade Wrestling	6.0	6.5	7.0	7.5	8.0
Middle School Girls:					
8th Grade Basketball	7.0	7.5	8.0	8.5	9.0
7th Grade Basketball	7.0	7.5	8.0	8.5	9.0
8th Grade Volleyball	5.0	5.5	6.0	6.5	7.0
7th Grade Volleyball	5.0	5.5	6.0	6.5	7.0
7th & 8th Grade Track	5.5	6.0	6.5	7.0	7.5
Softball	5.5	6.0	6.5	7.0	7.5
Cheerleading	4.0	4.0	4.5	4.5	5.0
Miscellaneous:					
Age Group Swim	6.0	6.5	7.0	7.5	8.0
Asst. Age Group Swim	4.0	4.5	5.0	5.5	6.0

- A. A teacher shall receive full credit for previous active coaching in other school systems at the level in the sport he/she coaches when employed by the Board.
- B. Upon the recommendation of the Athletic Director, an assistant coach may be authorized by the Board based upon the needs and requirements of the sport.
- C. Each coach will be placed on the B-2 schedule in accordance with his/her experience as a coach in that sport.
- D. All supplemental percentages are applied to the salary for the first step of the B.A. Degree for the applicable contract year.

SCHEDULE B-3
SENIOR HIGH SCHOOL

<u>POSITION</u>	<u>Percent of Base</u>
Annual	8.2%
Band Director	13.5%
Freshman Advisor	2.6%
Sophomore Advisor	2.6%
Junior Advisor	4.5%
Senior Advisor	6.0%
FHA	4.5%
National Honor Society	2.2%
Pep Club	3.5%
All School Play/Music Production (excl'd. Variety Show)	6.0%
Student Council	10.0%
Vocal Music	7.0%
Forensics	5.0%
BOEC	4.5%
Newspaper	2.0%

POSITION

PERCENT OF BASE

Drama Club			4.0%
Language Club			3.0%
G-Club			5.0%
Graduation with distinction			1.2%
Peer/Tutor Club			2.0%
Technology Club			5.0%

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Driver Training	\$20.77/hr	\$21.19/hr	\$21.61/hr
Cooperative Education	\$20.77/hr	\$21.19/hr	\$21.61/hr
Lunch Hour Supervision	\$1,541/yr	\$1,572/yr	\$1,603/yr

MIDDLE SCHOOL

Band Director			8.5%
Photography			4.7%
Student Council			4.5%
School Play			1.0%
Honors Club			2.0%
School Olympiad			3.0%
M.S. Technology Club			3.0%

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Lunch Hour Supervision	\$2,043/yr	\$2,084/yr	\$2,126/yr
Intramural Director	\$19.42/hr	\$19.81/hr	\$20.21/hr
Intramural Worker	\$18.07/hr	\$18.43/hr	\$18.80/hr
Vocal Music	\$ 402/yr	\$ 410/yr	\$ 418/yr

ELEMENTARY SCHOOL

Safety Patrol			5.0%
Student Council			4.5%
Science Camp	\$ 134/night	\$ 137/night	\$ 140/night
Vocal Music	\$ 402/yr	\$ 410/yr	\$ 418/yr
Lunch Room Detention Supervisor	\$1,541/yr	\$1,572/yr	\$1,603/yr
		or 1/178 per day	or 1/178 per day

MISCELLANEOUS

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Guidance Counselor			
Summer Work	\$20.77/hr	\$21.19/hr	\$21.61/hr
Chaperone Rate	\$16.08/hr	\$16.08/hr	\$16.08/hr
Substitute Rate	\$20.77/hr	\$21.19/hr	\$21.61/hr

Supplemental Contracts will be paid in two payments.

1. For Supplemental of less than one semester in length:
 - a) The first one-half will be paid the first payroll after half the season is over.
 - b) The second one-half will be paid the first payroll after completing the season.

2. For full year Supplementals:
 - a) The first one-half will be paid the last payroll date in December.
 - b) The second one-half will be paid on the last payroll prior to the end of the school year.

Supplemental assignments listed in Schedule B-2 and B-3 shall just be offered to bargaining unit members before being offered to other personnel outside the unit.

MEMORANDUM

TO: [Illegible]
FROM: [Illegible]
SUBJECT: [Illegible]

[Illegible text block containing the main body of the memorandum, including a subject line and several paragraphs of text.]

GODWIN HEIGHTS BOARD OF EDUCATION
Wyoming, Michigan 49548

STATEMENT OF COMPLIANCE WITH FEDERAL LAWS

It is the policy of the Godwin Heights Public Schools not to discriminate on the basis of disability, race, and sex. For concerns or questions regarding the above, contact the EEOC Compliance Officer at 15 - 36th Street, SW, Wyoming, Michigan 49548, telephone 245-0091. If your questions are not adequately addressed, refer your concerns to the President of the Godwin Heights Board of Education, 15 - 36th Street, SW, Wyoming, Michigan 49548

