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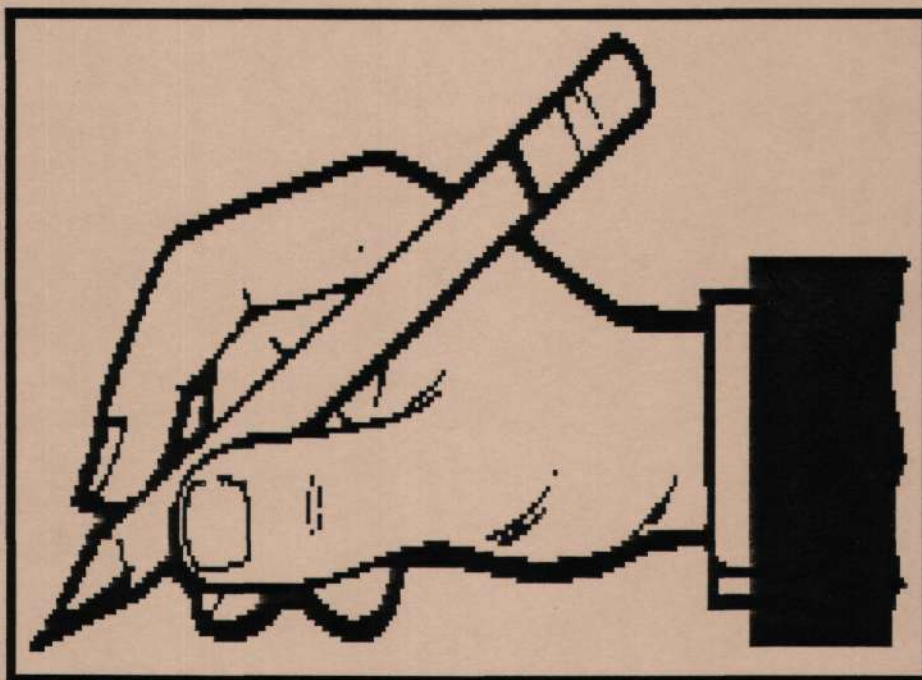
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**MASTER AGREEMENT**

**GOBLES PUBLIC SCHOOLS**

**AND**

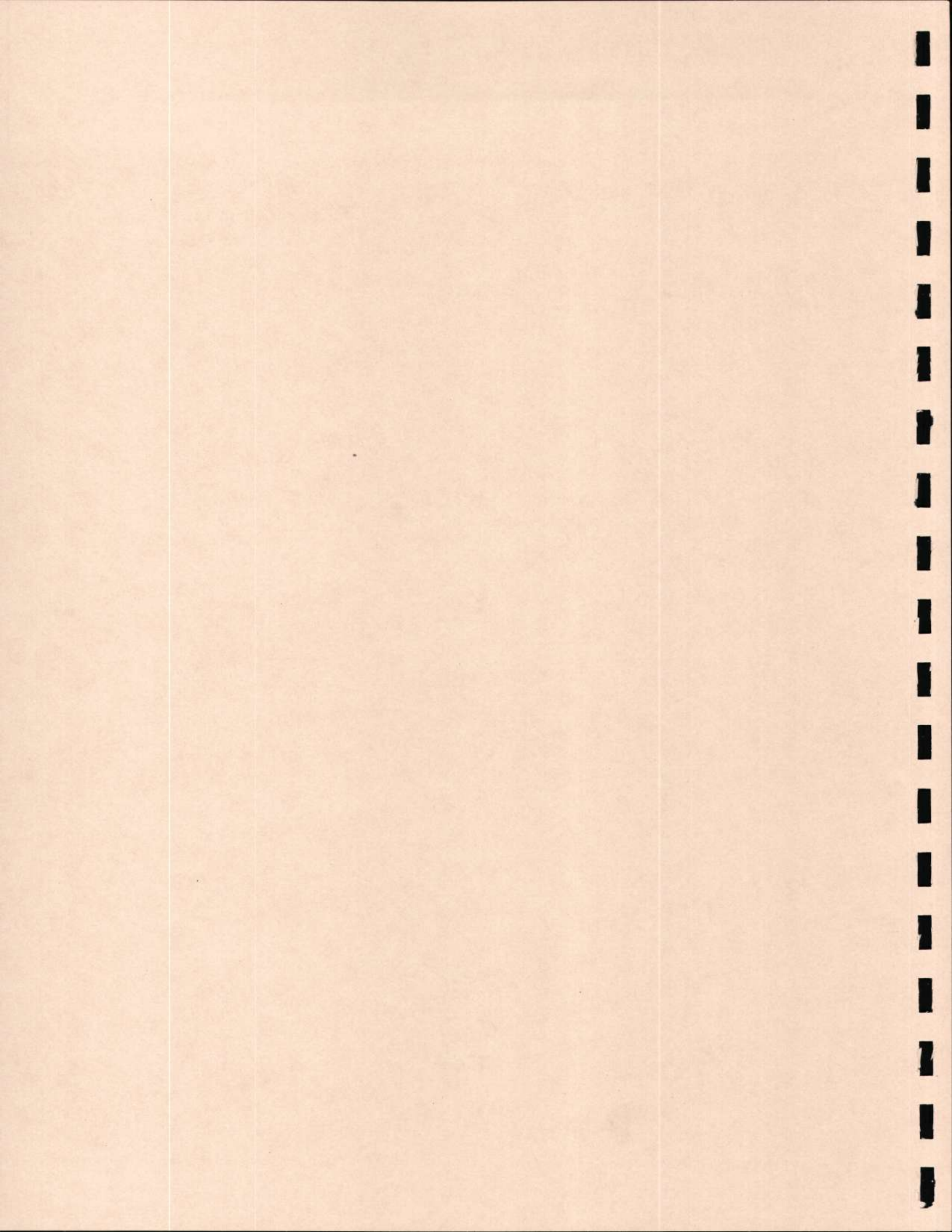
**VANBUREN COUNTY EDUCATION  
ASSOCIATION/ GOBLES EDUCATION  
ASSOCIATION, MEA-NEA**



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RELATIONS LIBRARY

**1993-98**

*Stephen Public Schools*



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

**1993-94**  
**1994-95**  
**1995-96**  
**1996-97**  
**1997-98**



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AGREEMENT

This Agreement made as of the date hereinafter set forth effective August 22, 1993 by and between the Gobles Public Schools, Counties of Van Buren and Allegan, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Van Buren County Education Association/Gobles Education Association, MEA-NEA (hereinafter called the "Association");

WITNESSETH:

ARTICLE I  
PURPOSE AND RECOGNITION

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

Certified teachers for the purposes of this agreement shall be defined to include noncertified, nonendorsed classroom teaching personnel as defined in Section 12336 of the Public Acts of 1990.

- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.



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

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To manage the means and methods of instruction, and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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

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

ARTICLE III  
ASSOCIATION AND TEACHER RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by law. They will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation in any lawful activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. This provision shall in no way be deemed to limit the Association from encouraging or soliciting teachers to join the Association. Membership in the Association shall be open to all teachers regardless of race, creed, religion, color, national origin, age, sex or marital status.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the law, including but not limited to, the Public Employees Relations Act, being Act 336 of the Public Acts of 1947, as amended.
- C. The Association shall have the right to use school facilities for meetings provided they do not conflict with any previously scheduled activity. The Association agrees to abide by the rules and regulations established by the Board for use of school facilities. The bulletin boards in the staff lounges will be available to the Association at no expense to the Board for maintenance thereof. Inter-school mail and school mail boxes may be used by the Association to distribute official communications such as notices of meetings, social events and announcements of results of Association meetings or elections. Such communications shall be signed by the Association representatives. No other material shall be distributed by the Association through the school mail services. Production and distribution of materials shall be the responsibility of the Association.
- D. The Board agrees to furnish to the Association upon request the information, namely: A list of teaching personnel with their last known address, Board agendas, approved minutes of Board meetings, annual financial audits, school budgets, and membership codes used for state funding purposes.

- E. No teacher shall be prevented from wearing insignia pins, other identification of membership in the Association.
- F. The Board shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:
1. A teacher shall have the right to review the contents of his personnel file, excluding teaching credentials, namely, placement papers and confidential statements of recommendation contained therein, with twenty-four (24) hours prior notice, and to have a representative of the Association present during such review, provided that the file shall be reviewed in the presence of the administrator responsible for the safekeeping of such file.
  2. No material originating after the initial date of employment (other than formal evaluations and written statements attached thereto which are subject to the provisions of Article XIII) shall be placed in a teacher's file unless the teacher has been given a copy of such material. A teacher may file a written statement (or other relevant material) concerning such material with the Superintendent, or his designate, within ten (10) work days following receipt thereof. Failure to file a statement shall not be construed to imply agreement with the contents of such material. If, however, a teacher is in substantial disagreement with the contents of such material, a written statement setting forth the grounds of such disagreement shall be filed within the above time period. Such written statement shall not be deemed to be a remedy.
  3. Information contained in a teacher's personnel file may not be released to anyone without the written consent of the teacher, except as otherwise permitted by law.

ARTICLE IV  
TEACHING HOURS AND CLASS LOAD

- A. Each teacher shall be required to report for duty no later than 8:05 a.m. and to open his classroom and be prepared to manage his students beginning at 8:15 a.m.

Middle-Senior High School teachers will remain in their respective classroom for 2:50 p.m. to 3:00 p.m. followed by five minutes during which teachers shall remain in their respective building, except those teachers who have a current extra-duty assignment which requires the supervision of students. Elementary teachers may use the above 15 minutes for any school business within the building. At the conclusion for the above mentioned 15 minutes, teachers will be permitted to leave the building, provided their respective rooms have been cared for. Once each week teachers may be held for meetings, conferences, or other work-connected duties for up to 60 minutes after 3:00 p.m. with notice thereof given at least one day in advance.

Notwithstanding the foregoing, on Fridays and before scheduled vacation periods, teachers may leave the building at 3:00 p.m. and after their respective rooms have been cared for. Teachers shall make every attempt to meet with parents requesting an after-school conference. In connection with that, the administrator shall not schedule said conference except in emergencies, without prior consultation of the teacher involved.

- B. Each middle and senior high school teacher may be required to teach 5 classes requiring 3 separate preparations in non-related classes or 5 classes requiring 5 preparations in related classes per day, of a maximum length of fifty-five minutes, and shall have one scheduled preparation period each day. A teacher may be assigned additional class preparations with the teacher's approval. A study hall assignment shall not be deemed a preparation period. **Teachers who are asked to give up their conference period will be compensated per Article XXIII, Section H.**
- C. Elementary teachers will be provided a 30 minutes planning period each day during which time their students will be eating lunch or be on noon recess; however, one teacher, on a rotating basis, shall be on duty as a lunchroom supervisor at all times the elementary students are eating. Each elementary teacher shall manage his own students during the midmorning and mid-afternoon recess periods.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of 30 minutes and shall not be required to eat lunch in a building other than that to which he is assigned.

If a teacher wishes to relinquish his 30 minute lunch period for supervisory duty, hall patrol, gym patrol or cafeteria patrol, he may be allowed an equal time free from his routine schedule or be paid an additional sum as specified by the Board of Education and agreed to by the Association.

- E. The Board recognizes that consideration must be given to the problem of teacher-pupil ratio for the best interests of all concerned; therefore, class size will be maintained at reasonable levels.
- F. During times of parent-teacher conferences, one day of such conferences may, at the discretion of the administration, start at 1:00 p.m. and extend to 9:00 p.m. with one hour for a meal except that any such conference shall not be scheduled on Friday. Any secondary in-service program held on the same day as the elementary parent-teacher conference need not conform to the same time schedule.
- G. Each year the elementary, middle school, and the high school will schedule an Open House Program. This evening program will be limited to two hours and will be scheduled and announced to teachers at least three week in advance. Teacher attendance at this program is required.

ARTICLE V  
TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end; this provision, however, shall not be deemed to limit a teacher's duties to teaching alone.
- B. The Board shall provide, as it deems appropriate and possible, texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and other similar materials which are tools of teachers.
- C. The Board shall provide duplicating equipment and materials and make available at least one typewriter in each building for the use of teachers in preparing instructional materials.
- D. The Board shall provide janitorial service to clean and maintain all classroom (including chalkboards), lounge and toilet facilities after daily classes are dismissed. Each teacher shall be obligated with respect to the room in which he spends the majority of his time to see that the room is maintained in a tidy condition, namely, to see that at the close of the school day student desks and chairs are properly arranged, windows closed, lights turned off, blinds or curtains left orderly, and chalkboards erased.
- E. The Board shall provide the following teaching aids and facilities:
  - 1. Copies, exclusively for each teacher's use, of all texts used in each of the courses the teacher is assigned to teach, provided that such texts shall remain the property of the school and that the teacher shall be responsible for the texts issued to him.
  - 2. A reasonably up-to-date Collegiate Dictionary in every classroom agreed to by the Association and Administration, provided that such Dictionary shall not be removed from the room without the approval of the Building Principal and that the teacher who is principally located in the room shall be responsible for the Dictionary.
  - 3. Lunchroom, restroom and lavatory facilities exclusively for staff use in each school and at least one room for staff use in each building in which smoking shall be permitted.

4. Telephone facilities for school-related professional use; closet space large enough os tore coats, overshoes and personal articles; and enough paved parking spaces for all teachers.
  5. A separate desk for each teacher, and lockable storage space.
- F. Teachers shall not be required to perform scheduled hall patrol duties during lunch period, drive school buses, or collect moneys for milk or lunch.
- G. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being, provided, that this provision shall not limit the right of the Board to require teachers to perform the usual and normal requirements of their employment, and provided further that this provision shall not enlarge the Board's civil liability beyond that imposed by the Michigan Workman's Compensation Statute.
- H. All teachers shall prepare advance weekly lesson plans keeping in mind long and short range goals which shall be submitted to their respective principals the day prior to the weekend or scheduled vacation period.

ARTICLE VI  
PROFESSIONAL ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional, continuing or permanent certificate.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not, so far as possible, be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study, provided that the Association is notified of each such hiring.
- C. All teachers shall be given notice of their expected teaching assignments for the forthcoming year no later than June 25th when administratively possible. In the event a change in expected assignment is made thereafter, the teacher affected shall be promptly notified orally and by written notice to his home address.



ARTICLE VII  
VACANCIES, PROMOTIONS AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.
- B. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same on a bulletin board in each school building for no less than seven days before the position is filled and notify the Association. Any new positions, including supervisory positions, shall be posted with accompanying job description. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of reasons for such transfer. During summer vacation when school is not in session, posting of notice and notification of vacancy shall not be required.
- C. In making selections for supervisory positions, outside of the bargaining unit, the Board shall be entitled to fill said positions at its own discretion. The Board shall give notice of vacancy in supervisory, non-bargaining unit position to the Association Representative named in accordance with Paragraph B above and these applicants shall be given due consideration and during the regular school year between the start of school in August and the end of school in June shall also give the posting notice provided in Paragraph B.
- D. Any teacher who shall be transferred to a supervisory position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status.

ARTICLE VIII  
ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with a twelve day sick leave allowance. The unused portion of such allowance shall accumulate to 100 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave credit. It is further understood that at the beginning of each school year, each teacher will be granted twelve (12) leave days even if this causes the teacher's maximum to exceed the 100 day limit. The sick days used during the school year will be subtracted from the accumulated days, plus the twelve (12) new days. It is further understood that teachers may only carry a maximum of one hundred (100) days over from one year to the next. The sick leave allowance may be used, without loss of pay, for the following reasons:
1. Personal illness of the teacher. After the fifth consecutive day of illness in any given year, the teacher will provide the Board a the Board's request, with a certified statement from a medical doctor, indicating the nature of his or her illness and further, that the teacher is physically and/or mentally able to return to the classroom. If there is any question, the Board may request and the teacher shall be required to present themselves for further examinations by a medical doctor of the Board's choice at the Board's expense.
  2. Serious illness in the immediate family, defined as: spouse, child, father, mother, father-in-law, mother-in-law, sister, or brother. A teacher, if requested by the Board, must submit a statement from a medical doctor indicating the nature and extent of any illness of a member of the immediate family for which such leave was taken, subject to a limit of five days per year for this purpose.
  3. Up to three days of sick leave will be allowed for each death in the immediate family to enable the teacher to make arrangements for and attend the funeral when travel, distance or other circumstances warrant, to be charged against sick leave credit. An additional two days may be granted with administrative approval. If there is no sick leave credit available, a salary deduction will be made on a pro-rated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law son-in-law, daughter-in-law, grandparents and grandchildren.

4. One day of sick leave per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family or a friend and charged against sick leave credit.
  5. All the above leaves will be charged against sick leave credit. If no sick leave is available, there will be full pay deduction for these days.
- B. Under conditions of inclement weather, or acts of God for which school has been closed for the day, teachers will not be asked to report to school.
- C. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided the teacher does not draw sick leave pay, from the school district. (Payment may be obtained from workman's compensation or insurance or both.)

**ARTICLE IX**  
**PROFESSIONAL AND PERSONAL BUSINESS**

- A. **Professional Business.** At the beginning of every school year, each teacher may be granted time to be used for the teacher's professional business which will not be charged against his leave allowance. Professional business days may be used for any educational purpose upon the approval of the administration. The teacher planning to use a professional business day shall apply on the prescribed form at least one week in advance of his absence, however, shorter notice may be given if the situation does not permit one week's notice. Professional business days shall be used for the purpose of , 1) visitation to view other instructional techniques or programs, 2) conferences, workshops, or seminars conducted by colleges, universities and the Michigan and National Education Associations and/or affiliate departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar.
- B. **Personal Business.** At the beginning of each school year a teacher shall be granted two (2) personal business days, and this shall be chargeable to leave allowance. A teacher planning to use a personal leave day or days shall apply on a prescribed form at least one week in advance, except in cases of emergency. Personal business is defined as those business matters which cannot be taken care of except during periods when school is in session, such as estate matter, court appearances, probate matter, real estate and similar transactions, time for which is mandated by an outside agency and/or not controlled by the teacher, and for their own personal business. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave on such days.
- C. **Court Leave.** A teacher shall be entitled to leave for a (1) jury service, or (2) court appearances when subpoenaed as a witness in connection with any civil or criminal proceedings, or (3) appearances before a governmental tribunal when subpoenaed as a witness on a work related matter, which cannot reasonably be scheduled outside of the work day. There will be no entitlement to Court Leave when the court appearance is related to the teacher's employment other than with the Gobles Public Schools.

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

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

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

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

- A. **TERMINATION PAY FOR UNUSED SICK LEAVE** - The Board agrees to pay \$10.00 for each sick day up to the limit specified by the Master Agreement upon termination from the School District under the following provisions:
1. The employee will have had to work for the School District a minimum of ten (10) years.
  2. Termination from employment will have to be under normal conditions, provided that if the teacher has felony charges pending against him/her at the time of resignation the Board will withhold the payment for unused sick days until the outcome of the charges are known. If the charges are dropped or the teacher is found innocent, the Board will pay the teacher for the unused sick days. If the teacher is found guilty, the Board is not obligated to pay the teacher for the unused sick leave.
- B. **PAYMENT FOR ACCUMULATED SICK DAYS OVER THE MAXIMUM** - The Board also agrees to pay \$10.00 for each sick day an employee accumulates over the Master Agreement limit. This payment will be paid at the first paycheck after the close of school in June.
- C. **BONUS FOR PERFECT ATTENDANCE OR LIMITED USE OF SICK LEAVE AND PERSONAL BUSINESS DAYS** - If a teacher does not use any Personal Leave days in a given school year, these two days will be credited as sick leave days starting the next school year.

The Board agrees to pay a yearly bonus of \$75.00 to each teacher who does not use any sick leave or personal leave days during a school year. If one day is used, the bonus will be \$50.00. If two days are used, the bonus will be \$25.00.

ARTICLE XI  
UNPAID LEAVES OF ABSENCE

- A. Unpaid leaves of absence for no more than one year will be granted to one tenure teacher per year, subject to a limit of one such leave for any one teacher during their employment with the Gobles Public Schools. Upon return from such leave, the teacher shall continue with their normal placement on the salary schedule from which they left. Leaves for the following purposes shall commence on June 30 and application therefore shall be made on or before March 1 of the same year.
1. For attendance and study at an accredited institution of higher learning; for the purpose of participating in exchange teaching program in other states territories, or countries; foreign or military teaching programs; and the Peace Corps, Teachers Corps, as a full time participant in such program.
  2. For the purpose of serving as an officer of the Michigan Education Association.
- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States for the period of that induction. Upon return from such leave, a teacher will be placed at the same position on the salary schedule from which he left if he is inducted in the fall semester, or one position higher if he is inducted in the spring semester. Two days leave of absence per year without loss of pay will be allowed for a required selective service physical examination. The teacher shall notify the administration of the prospective absence as soon as he learns thereof.
- C. Regular Maternity Leave. The regular maternity leave is designed to provide for the special needs of the female members of the teaching staff who wish to continue to be employed by the Board but desire to be absent for a period longer than the period of their actual disability.
1. A teacher shall be eligible for leave if she has filed a written application for maternity leave within five (5) months from the date of conception.
  2. The time for the commencement of the leave shall be mutually agreed upon by the Board and the teacher after considering the following factors, namely:
    - a. The need to assure continuity of instruction.

- b. The staffing needs of the school system and the desirability of coordinating staff changes with the school calendar.
- c. The effect of the pregnancy on the proper performance of professional duties.
- d. The personal health and family circumstances of the teacher.

A leave shall ordinarily not be granted prior to the sixth month of pregnancy unless it shall appear that the denial of the leave would unreasonably impair the physical or mental health of the teacher or of the unborn child.

- 3. Unless the Board and the teacher shall otherwise agree, leave shall terminate as follows, namely:
  - a. Leaves commencing after the beginning of the school year and prior to the beginning of the second semester shall terminate at the beginning of the next school year.
  - b. Leaves commencing after the end of the first semester but prior to the beginning of the next school year shall terminate at the beginning of the second semester in the next school year or the beginning of the first semester in the following school year. The teacher shall elect in writing prior to the commencement of leave the alternative termination date selected and, if no election is made, the leave shall terminate at the beginning of the following school year.

The Board, at least five (5) months prior to the leave termination date, shall request the teacher to sign and return an agreement to be reemployed. Such request shall be sent by certified mail to the last known address of the teacher as indicated in her personnel file. If she shall fail to sign such agreement at least four (4) months prior to the leave termination date, the employment of such teacher shall automatically be terminated.

- 4. Leave shall be without pay. The teachers shall advance on the salary schedule in accordance with the provisions of Article XXIII, Section G.
- 5. Upon the written application of a teacher, the Board may terminate a leave prior to its expiration in case of an interrupted pregnancy or the loss of the child.



- D. Special Maternity Leaves. The special maternity leave is designed to provide for the special needs of the female members of the teaching staff who wish to continue to be employed by the Board, but desire to be absent only for the period of their actual disability by reason of maternity.
1. A teacher shall be eligible for a special maternity leave if she has filed written application for such leave at the earliest practicable time but not later than five (5) months from the date of conception.
  2. The time for commencement of such leave shall be mutually agreed upon by the Board and the teacher, provided, however, that if the teacher desires to continue working after the completion of the second trimester of pregnancy, at least monthly thereafter she shall provide a written statement from a licensed physician stating that she is physically capable of continuing to provide full professional services.
  3. Unless the Board and the teacher shall otherwise agree, leave shall terminate at the time a teacher is physically capable of resuming her full professional duties, subject to the following requirements:
    - a. The Board may require the leave to extend beyond the period of actual disability to the extent necessary to assure continuity of instruction or to avoid duplication of staffing.
    - b. The teacher, before returning to full time service, shall be required to submit a statement in writing from a licensed physician indicating that she is physically capable of resuming her full professional duties.
  4. Leave shall be without pay and shall not exceed one (1) year unless the Board and the teacher shall in writing mutually otherwise agree.
- E. An unpaid short term leave of absence shall be granted to teachers who are officers or agents of the Michigan Education Association and Van Buren County Education Association/Gobles Education Association, MEA-NEA, to attend workshops or conferences.
- F. Health Leave. Upon the request of a teacher, the Board shall grant a leave of absence for the purpose of rest and restoration of health, subject to the following guidelines:

1. The time for commencement of such leave shall be mutually agreed upon by the Board and the teacher, provided, however, that the Board may require certification by a licensed physician that the teacher is unable to perform his full professional duties.
  2. Unless the Board and the teacher shall otherwise agree, leave shall terminate at such time as the teacher is physically capable of resuming his full professional duties, subject to the following requirements:
    - a. The Board may require the leave to extend beyond the period of actual disability to the extent necessary to assure continuity of instruction or to avoid duplication of staffing.
    - b. The teacher, before returning to full time service, shall be required to submit a statement in writing from a licensed physician indicating that he is physically capable of resuming his full professional duties.
  3. Leave shall be without pay and shall not exceed one 91) year unless the Board and the teacher shall in writing otherwise mutually agree. The teacher shall advance on the salary schedule in the same manner as if continuously employed by the Board, provided that the teacher has successfully completed at least three-fourths of the school year during which leave commences. In the case of a teacher completing less than three-fourths of the school year, such advancement shall be at the discretion of the Board and the Superintendent.
- G. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to June 30, and the leave may be renewed upon written request by the teacher.

ARTICLE XII  
ACADEMIC FREEDOM

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

ARTICLE XIII  
SPECIAL STUDENT PROGRAM

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classroom, may request their transfer and shall present arguments for such request to the Professional Study Committee which may make recommendations thereon to the Board. Special attention will be given to adjusting class size where special students are placed in a regular classroom. Special education students, discipline problems, and retainers shall be carefully screened and evenly distributed among the classrooms.

ARTICLE XIV  
EVALUATION OF TEACHERS

The Board has delegated to appropriate administrators the responsibility for evaluating the professional performance of classroom teachers on a continuing basis. The primary purpose of performance evaluation is to identify specific ways a professional teacher may increase his effectiveness in the classroom and as a member of the school community, as distinct from the general community. The goal of performance evaluation is to strengthen and promote the effectiveness of the total educational program of the District. In order to achieve the purpose and attain the goal of the performance evaluation, particularly with respect to classroom teaching, it is agreed that the evaluation of teachers in the discharge of their professional assignments in the classroom shall conform to the following guidelines, namely:

- A. Probationary Teachers. The teaching performance of each teacher shall be formally evaluated at least three (3) times during each full school year on the basis of direct classroom observation, the first of such evaluations to occur no later than ninety (90) calendar days after the beginning of the school year or the teacher's commencement of service, if such service begins before the end of the first semester. The remaining evaluations shall be completed no later than sixty (60) days before the close of the school year, provided that no more than one (1) evaluation shall be made during any thirty (30) day period. A teacher who commences service at the beginning of the second semester shall be formally evaluated two (2) times during the semester on the basis of direct classroom observation, the first of such evaluations to occur prior to March 1 and the other before the end of the contract year.
- B. Tenure Teachers. The teaching performance of each tenure teacher shall be formally evaluated on the basis of direct classroom observation at least once every other contract year. Subsequent to each observation, the evaluator shall share with the teacher findings which may help the teacher to increase his effectiveness.
- C. Criteria. Formal classroom evaluations shall be primarily used for the purpose of improving the teaching performance of each teacher. In order to enable each teacher to understand the basis on which his professional performance will be evaluated, a copy of the evaluation form to be used shall be furnished to each teacher at the beginning of the school year.
- D. Post-Evaluation Conference. The administrator serving as the evaluator shall prepare a written evaluation and shall have a post-evaluation conference with the teacher for the purpose of reviewing the written evaluation within ten (10) working days

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

E. Written Statement. Within ten (10) work days following the post-evaluation conference, a teacher may file a written statement concerning the evaluation and/or the conference with the Superintendent, or his designate. If a teacher is in substantial disagreement with the evaluation and so indicates at the time of the post-evaluation conference, a written statement setting forth the grounds of such disagreement shall be filed within the above time period. Any written statement prepared by a teacher pertaining to either the evaluation or the conference, or both, shall be filed in the teacher's personnel file. Such written statement shall not be deemed to be a remedy and shall be subject to the terms and conditions outlined within this agreement.

F. General Procedures:

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

ARTICLE XV  
PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directives adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Administration, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and provide a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher and to the Association. The Association shall use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- C. A teacher shall at all times be entitled to have a representative of the Association present when he is being formally warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.
- D. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association, if the teacher requests said form to be given to the Association, and provide a hearing before the Board where requested.
- E. Any teacher who believes that he has been subject to unjust disciplinary action, including a reprimand, or reduction in rank or compensation, may file a grievance in accordance with the procedures set forth in this Agreement, except that such grievance procedure shall not apply to any event or transaction in which:
1. The Administration has commenced a teacher tenure proceeding and the teacher elects to participate therein, the remedy set forth in the Tenure Act shall be exclusive.

2. The Association and/or any teacher has commenced a proceeding before any state or federal court, administrative agency or tribunal.

All information forming the basis for disciplinary action shall be made available to the teacher and the Association, if such teacher requests that such information be made available to the Association.

F. A teacher who is in substantial disagreement with the contents of any material placed in his personnel file after the date of initial employment or with the contents of any formal evaluation may file a grievance in accordance with the procedures set forth in this Agreement, subject, however, to the following limitations and guidelines, namely:

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



6. If the teacher is not satisfied with the results of the hearing, the teacher, within ten (10) work days from the date of the hearing, or receipt of the written statement from the Superintendent, or his designate, whichever is later, may with the concurrence of the Association, pursue the grievance beginning at Step 2. A copy of the written statement shall be made a part of the grievance file.

ARTICLE XVI  
LAYOFFS AND RECALLS

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

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

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

A layoff shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board regarding priorities and procedures to be followed in such layoff, provided that any such recommendations shall be received not later than ten (120) calendar days from and after the date of notice to the Association, and provided further that the Association shall advise teachers who may be affected to update their credentials, including documents pertaining to certification status, not later than the end of the ten (10) day notice period.

The Board shall give not less than twenty (20) calendar days written notice of layoff, exclusive of the ten (10) day notice to the Association, if such layoff is scheduled to take effect at the end of the first semester or not later than July 15 if such layoff is to take effect at the opening of the ensuing school year, except in the case of unforeseen circumstances.

B. Recalls of teachers on layoff shall be subject to the following procedures:

1. Teachers on layoff shall be recalled in inverse order of layoff, provided that such teachers are certified and qualified for the positions to be filled.
2. The Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address or in the teacher's credentials. The teacher's address as it appears on board records shall be conclusive when used in connection with notices of layoff, recall or other notice to the teacher. Teachers shall forfeit their right to the offered position if any such teacher shall fail to notify the Board of their intent to accept or reject the terms of recall within ten (10) calendar days from the date on which the recall notice was mailed.

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

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

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

--Elementary (K-5 Self-Contained Classroom) holds a valid elementary certificate. Teachers of special subjects, as hereinafter defined, shall be deemed eligible for assignment to self-contained classrooms, provided that they meet the requirements herein provided.

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

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

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

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

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

3. "Special subjects" as referred to herein shall include such teaching or professional fields as art, music, physical education, reading specialist, special education, librarianship, guidance counseling and vocational education.

4. A "major" or "minor" shall be defined in Rule 26 or 27 in the Teacher Certification Code (i.e., Rules 390.1126 and .1127).
  5. "Certificate" means the document issued by the State Board of Education to the teacher authorizing such teacher to teach in certain grades and/or subjects, together with certificate endorsements, which has been filed in the office of the Superintendent of Schools. It is the responsibility of the teacher to insure that the certificate is valid and properly filed, including letters from a recommending institution certifying that the teacher has met the requirements for a certificate or additional certificate endorsement, approvals or authorizations. Decisions concerning matters pertaining to layoffs and recalls shall be based on the certificates and institutional letters on file at the time such decisions are made.
- D. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association within thirty (30) calendar days after the beginning of the school year. The seniority list as furnished shall be conclusively deemed to be accurate unless the Association shall inform the Board of any errors within thirty (30) calendar days after receipt of such list. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, the last four (4) digits of their social security number shall be used in determining their respective positions on the seniority list, with the teacher having the smallest number being assigned greatest seniority. "Service date" as used herein is the date on which the teacher first provided professional services for the Board under a written contract of employment, exclusive of any extra-duty assignment, since any break in service. A "break in service" shall be defined as termination of employment.
- E. It is understood that reasonable efforts will be made to keep the most senior teacher(s) employed, such as transferring such teachers to positions for which they are otherwise certified and qualified and realigning subjects within teaching assignments in order to avoid laying them off.
- F. It is understood that when a part-time teaching position becomes a full-time position, or if a full-time position becomes vacant, the teacher who is working part-time will first be offered the full-time position, provided that the teacher is certified and qualified. This procedure will be followed even if there are more senior teachers on layoff.

This procedure is in keeping with the practice of retaining the most senior teachers who are in an active employment status during layoff and recall. In other words, the teacher who is working has preference over a teacher whose on layoff. The exception to this will be when one of the teachers is a probationary teacher and the other is a tenure teacher. In such cases, the tenured teacher, under the Tenure Law, has rights to the new position over the non-tenured teacher.

ARTICLE XVII  
CONTINUITY OF OPERATIONS

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

ARTICLE XVIII  
SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. The Board agrees to use its best efforts to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once the teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall comply with the hours required of full-time employed teachers to the extent possible. Payment for substitute teachers shall not be less than \$25.00 per day.
- B. Supervisory teachers of student teachers shall be tenured teachers possessing a minimum of a Bachelor's Degree in academic preparation who voluntarily accepts the assignment and shall be known as a Supervisory Teacher. Assignments of student teachers shall be made in their major and minor fields.
- C. Supervisory Teachers of student teachers shall work directly with the University program coordinator and school administration in developing extensive opportunities for the intern teachers to observe and practice the arts and skills of the profession.
- D. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- E. The Board agrees to provide intern teachers upon request a copy of the most recent accrediting report, tests, guides, building policies, and a copy of this Agreement to assist them during this period.
- F. The Board shall disclosed the amount received from the University placing student teachers. Monies made available to the district by the placing University shall be administered, subject to approval by the Board, by a joint committee composed of the University coordinator, supervisory teachers, and a representative of the Board in a manner determined by the majority of the committee. The following areas are suggested: in-service training programs, released time, and materials and equipment.
- G. The Supervisory Teacher shall file a written report and evaluation with the University coordinator and the administration according to the standards set by the placing University.



ARTICLE XIX  
STUDENT DISCIPLINE AND TEACHER PROTECTION

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, and the following provisions shall be interpreted accordingly.

- A. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such student.
- B. A teacher shall have the right to use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him or as may be necessary to maintain proper discipline over the pupil.
- C. Any case of physical assault upon a teacher shall be promptly reported to the Principal. The Board, or its designated representative, will counsel and advise the teacher of his rights and obligations with respect to such assault and will render reasonable assistance to the teacher in connection with the handling of the incident through law enforcement agencies.
- D. The Board shall adopt one or more policies setting forth guidelines governing the use of corporal punishment and for the suspension and expulsion of students.
- E. The Board will consider, at its discretion, the reimbursement of teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.
- F. A teacher may exclude a pupil for one (1) class period when the disruptive effect of the pupil's behavior seriously interferes with the teaching-learning process. In such cases, the teacher will furnish the principal, as promptly as possible but not later than the end of the next work day, full particulars of the incident in writing.
- G. No disciplinary action shall be taken based solely upon a complaint by a parent of a student directed toward a teacher.
- H. It is hereby recognized that in an effort to maintain high standards of student discipline, it may be necessary to keep students at school for a period of time after the normal dismissal time. In order to enable all teachers to better cope with their own discipline problems, each teacher desiring students to stay after school shall be required to exert direct scrutiny and control of their students for the entire

period of their detention, unless otherwise directed by an administrator or unless a supervised detention room, which the Board will endeavor to maintain as needed, is available to which a teacher may refer a student. Each teacher detaining students will provide a written notice to the principal's office relative to their names and reasons for their detention immediately after the close of the school day.

ARTICLE XX  
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions.

1. A "grievance" is a claim based upon an event or condition which effects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" shall mean calendar days.

B. Purpose.

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

C. Structure.

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

D. Procedure.

A teacher with a problem may first discuss the matter with his building principal with the objective of resolving the matter informally.

Step 1:

In the event the matter is not resolved informally, the formal grievance procedure on the form set forth in Appendix F signed by the grievant and a representative of the Association shall be presented to the principal of the involved school building within fifteen (15) days of the event on which the grievance

is based on or of the administrative decision arising out of the informal meeting with the Building Principal.

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

Step 2:

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

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

Step 3:

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

Step 4:

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made and the Association wishes to continue with the grievance, notification of same will be submitted to the Board within seven days following completion of Step 3, the grievance may be submitted to arbitration before an impartial arbitrator.

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

E. Rights to Representation.

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

F. Miscellaneous.

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgement of the Association Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of participation by the Board or Association.
3. All documents, communications, or records dealing with a grievance shall be filed separately and shall not be made the part of any teacher's personnel record in the event the teacher leaves the system.
4. The expense of the American Arbitration Association shall be shared equally by the Association and the Board.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
6. If any teacher files a grievance pertaining to an evaluation made pursuant to Article XIV, which grievance proceeds through arbitration:
  - a. To the extent that any portion(s) of the grievance is denied as to any individual issue raised by the grievant, any portion of any written statement filed by grievant pursuant to Article XIV, Section E, that rebuts, contradicts or contests the portion(s) of the evaluation which are specifically

upheld by the arbitrator shall be removed from the grievant's personnel file; and

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

ARTICLE XXI  
NEGOTIATION PROCEDURES

- A. After April 15, 1998, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. The parties may consider any recommendation made by the Contract Advisory Committee. There shall be three signed copies for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.
- C. A teacher requested by the Board to be engaged during the school day in negotiating for a contract on behalf of the Association with any representative of the Board, or requested by the Board to participate in any professional grievance negotiation, shall be released from regular duties without loss of salary; provided, however, the Board shall be entitled to hold all negotiations after regular school hours.

**ARTICLE XXII  
SCHOOL CALENDAR**

- A. The calendars for the 1993-94, 1994-95, 1995-96, 1996-97 and 1997-98 school years shall be negotiated by the Association and Board after April 1 of the appropriate preceding school year, utilizing the same format as the 1992-93 calendar. The number of teacher and student days shall remain the same for all five (5) years (185 teacher days, 181 student days). The Winter and Spring vacations shall coincide with the County Vocational Technical Center.
- B. 1. Teachers will start the Monday before Labor Day with students starting on Tuesday. The Board and Association may deviate from the Monday before Labor Day starting date if the Vo-Tech Center starts before this Monday.
2. Inclement/Act of God Day Policy will revert back to past practice should the State not require the make-up of snow days.
3. Teachers will not be required to report on days schools are closed for students due to inclement/act of God days.
4. Teachers will be paid for the days the district is closed for inclement/act of God days, but will not be paid for the days worked due to inclement/act of God days make-up days.
5. Winter Break Days. One or two winter break days will be scheduled on Friday during late February and early March, provided they can be scheduled without pushing the calendar beyond the Friday of the second week in June.
6. Inclement/Act of God Day Make-Up - To the extent required by law, inclement/act of God days will be made up in the following order:

DAYS		TOTAL DAYS
2	"grade days: need not be made up.	2
5	Second week of June	5
1	Good Friday -- 1/2 day for student and teachers during years that Good Friday is not contiguous with Spring Recess.	8
1	Friday after P/T conference (students will attend a half day on Wednesday with Conference schedule modified). This day can be used only when it is known at least two (2) weeks prior to the Wednesday Conference Day that the makeup day will be needed.	9



1 Record Day - 1/2 day a.m. students;  
1/2 day teacher records. 10

As Needed Third week of June 10+

- The last day for students will always be a 1/2 day.

- The teacher record day will be a full teacher day unless it falls on \*Friday of the second week or later. In such cases the last day for teachers will be a 1/2 day for students (a.m.) and a half day record day for teachers (p.m.).

\*This applied only if the Friday is needed as a snow day makeup as described above.

- The second week of June will be as follows:

- C. The school year for annual salary purposes, shall not exceed 185 contract days and teachers may be required to report up to two (2) days prior to the beginning of classes in the Fall and remain up to two (2) days after classes in the Spring. Teacher new to the system may be required to work one (1) additional day prior to the beginning of the teacher contract year. One half-day shall be provided at the end of the first semester and one full day shall be provided at the end of the second semester for the completion of teacher records when pupils shall not be in attendance.
- D. In-Service (Professional Development Days) may be held during the contract year. The Association will have input on the subject and content of these days with final decision to be made by the Board.
- E. On days when the starting time is delayed, teachers must report and be ready to receive students thirty (30) minutes prior to the announced delayed starting time.

ARTICLE XXIII  
PROFESSIONAL COMPENSATION

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

- Step Placement on the salary schedule
- Annual salary
- Teacher's previous experience

F. Extended Contracts and Non-Professional Assignments.

1. The Board and individual teachers may mutually agree to enter into an extended contract covering work days in addition to the regular calendar. These additional days will be limited to ten (10) days per school year per teacher, except as the Board and the Association shall otherwise agree. The work performed during this time will be of a professional nature similar to the work performed by teachers during the school year. The teachers shall be entitled to additional compensation for such services on a pro rata basis.
2. The Board may contract for the non-professional services of a teacher for the performance of non-professional assignments on such terms as the Board and the teacher may mutually agree, the additional compensation shall terminate upon the completion of the assignment. The teacher shall not have tenure rights as to any such assignment.

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

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

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

- A. Be paid for this service as currently practiced which is 1/6 of the regular substitution pay per hour, on the next scheduled pay period.
- B. Be paid for this service at the end of each semester and/or school year. The hourly rate of pay will be 0.2222 of the current year daily substitute pay rate.
- C. Be given one day of released time after completing six (6) hours of substitute teaching during their conference period. The day of released time may be used for any purpose deemed necessary or appropriate by the teacher with at least a three (3) work day advanced notice to the District, except in cases of emergencies. The specific day of released time must be mutually agreed to by the teacher and the Administration.

A teacher who has earned one (1) day of released time must use this day or be paid for this day at the regular substitute teacher rate of pay by the end of each school year. A teacher with less than six (6) hours of release time, at the end of a school year, will be paid for this time based upon the hourly substitute teacher rate of pay which exists at that time.

ARTICLE XXIV  
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association, which sum shall be as established by the Association. The Association shall notify the Board on or before the first scheduled work day of the school year the amount of annual dues, except that the time for notification may be extended by mutual agreement of the parties. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year, copies of which shall be sent to the Superintendent and to the Association President. Pursuant to such authorization, the Board shall deduct such dues from regular salary checks of the teacher on a pro rate basis beginning with the pay date which falls at least two (2) weeks after the Board is notified by the Association and ending with the first pay date in June. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during the month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Any teacher entering a contract of employment with the Board who has not been under a previous contract as of August 26, 1971, who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deductions for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
  2. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher's Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional Dues and/or Representation Benefit Fee.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- F. The Association agrees to indemnify and hold harmless the Board for any costs of damages which may be assessed against the Board as the result of any action taken by the Board which results in any suit or action taken against the Board, provided that the Association shall have the right to secure legal counsel of its own choosing at its own expense.
- G. The Board shall make payroll deductions upon written authorization from teachers for annuities, charitable donations, First National Bank and Credit Union programs provided that once a program is dropped, it will not be restarted until the following school year.
1. The current (1989-90) TDA companies will be grandparented in. New TDA companies will be limited to those which have at least six (6) teachers signed up. If the number of teachers drops to zero (0), then the company will be dropped and must sign up at least six (6) teachers in order to have payroll deductions.

ARTICLE XXV  
PROFESSIONAL ADVISORY COMMITTEE

A. Purpose. It is the objective of the parties:

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

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

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

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

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

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



ARTICLE XXVI  
MISCELLANEOUS PROVISIONS

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

ARTICLE XXVII  
DEFINITIONS AND INTERPRETATIONS

- A. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement, subject to ratification by the Board and the Association.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board or Association which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Notification herein required to the Association shall be made in written form to the President of the Association.
- F. The provision of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE XXVIII  
SCHOOL IMPROVEMENT

- A. The Board and Association recognize that the terms of the Master Agreement will remain in force unless changes are mutually agreed to by the Association and the Board.
- B. The Association may appoint one (1) representative to each School Improvement group to act as a liaison between the Association and the groups. This person shall serve as ex-officio without the right to vote unless otherwise agreed to by between the Board and the Association.
- C. This new Article does not add to or take away from the Board's or Association's rights under PERA.

ARTICLE XXIX  
DURATION OF AGREEMENT

This Agreement shall be effective upon formal ratification by both parties, and shall continue in effect until August 22, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

Thomas B. Huff  
VBCEA/GEA, MEA-NEA LOCAL PRESIDENT

Richard Beam 7/21/93  
PRESIDENT      DATE

Harold Larsen      5/24/93  
VBCEA REPRESENTATIVE      DATE

Karen Boyer  
SECRETARY      DATE

APPENDIX A  
SALARY SCHEDULE COMPUTATIONS AND IMPLEMENTATION

A. The 1993-94, 1994-95, 1995-96, 1996-97, and 1997-98 salary schedules will be determined, printed and distributed to the teachers according to the below procedures.

B. SALARY SCHEDULE COMPUTATIONS

1. The minimum and maximum salary figures shall be equal to the averages of the nine (9) districts: Bangor, Bloomingdale, Covert, Hartford, Lawrence, Lawton, Paw Paw, South Haven and Van Buren Intermediate.
2. Compute the increments of each schedule by dividing the difference between the minimum and maximum salary figures by the number of increments.
3. Calculate the salary schedules by adding the increment to step one (1) of each schedule, then to step two (2), etc.
4. The maximum salary steps to be used in computing the Gobles salary schedules shall be as follows:

	BA	BA+	MA	MA+
Bangor	15	19		
Bloomingdale	12 + \$500	13 + \$500	13 + \$500	13 + \$500
Covert	13	13	13	13
Hartford	13	13	13	13
Lawrence	14	14	14	14
Lawton	13 + \$300	13 = \$300	14 + \$300	14 + \$300
Paw Paw	13	13	13	13
South Haven	13	13	13	13
Van Buren	13	13	13	13

The above steps are based on counting the first step as number one. In other words, the schedules that have a 0 step were changed so that the 0 step was step 1.

5. Concerning calculations of the BA+18 salary schedule, the following method will be utilized:

- a. The BA+ minimums and maximums will be utilized for the following districts:
 

Bloomingdale	+20
Hartford	+20
Lawrence	+25
Lawton	+15/18
South Haven	+20
- b. Should any of the comparable districts not mentioned in (a) above adopt a BA+ salary schedule, the BA+ minimums and maximums will be utilized if the hours required are twenty (20) or less.

- c. Should any of the districts listed in (a) above increase the number of hours beyond BA+20, the minimums and maximums from the highest salary schedule which requires twenty (20) or less hours will be utilized.
  - d. In cases where districts do not have a BA+ schedule requiring twenty (20) hours or less, the BA minimums and maximums will be utilized.
6. Concerning the calculations of the MA+15 salary schedule, the following procedure will be utilized:
- a. All MA+ minimums and maximums from schedules which require fifteen (15) or less hours will be utilized.
  - b. In cases where districts do not have a MA+ schedule requiring fifteen (15) hours or less, the MA Minimums and maximums will be utilized.
7. All references to hours means "semester credit hours".
- C. Number of teacher days in other districts - If the number of teacher days increases by more than two (2) days in any of the nine (9) Districts, then the salary minimums and maximums of those District(s) shall be determined by multiplying the District(s) minimums and maximums by the ratio of the number of teacher days in 1992-93 over the number of teachers days for that year.

The number of teacher days worked in 1992-93 is as follow:

Bangor	185
Bloomington	184
Covert	185
Hartford	185
Lawrence	182
Lawton	184
Paw Paw	186
South Haven	186
Van Buren Int.	183
Gobles	185

D. IMPLEMENTATION

- 1. If the salary schedules of all nine (9) districts are known at the time school begins in the fall, the salary schedule shall be implemented at the beginning of the school year.
- 2. If the salary schedules of all the nine (9) district are not determined at the time school begins in the fall, the following procedure shall be followed:

- a. Zero (0) to four (4) districts settled when school starts:
    - The previous year's salary schedules will be in effect until five (5) or more districts have settled. Teachers who are entitled to a step shall move up one (1) step on the previous year's schedule.
    - When five (5) or more districts have settled, the salary schedule shall be adjusted as soon as practicable. Teachers shall be paid retroactively to the beginning of the school year in a lump sum at the time of the adjustment. This adjustment shall only occur one (1) time during the school year except if a "final" adjustment is necessary as described below or when all nine (9) districts have settled, the salary schedule shall be adjusted as soon as practicable. Teachers shall be paid retroactively to the beginning of the school year in a lump sum at the time of the adjustment.
  - b. Five (5) to eight (8) districts are settled when school begins:
    - The salary schedule shall be adjusted to the beginning of the school year using the districts which have settled. These salary schedules shall remain in effect until all nine (9) districts have settled or until a "final" adjustment is necessary as described below.
  - c. Ninth (9th) district settles after school starts:
    - The salary schedules shall be adjusted as soon as practicable as described in "a" above.
  - d. Eight (8) or less districts have settled by June 1 of that school year. "Final" adjustment:
    - If eight (8) or less districts have settled by June 1 of that school year, the salary schedules shall be adjusted using the salary figures from the districts which have settled prior to June 2.
  - e. In general, adjustments can occur only at the beginning of each school year, once during the school year, when all nine (9) districts have settled, and when the "final" adjustment is made. During the school year, when between five (5) and eight (8) districts have settled, the Association shall determine when the adjustments shall be made. The adjustments shall occur only one (1) time during this period.
3. The aforesaid salary schedules shall be subject to the following conditions:
    - a. The Board will pay five percent (5%) of each teacher's aggregate compensation to the State Retirement Fund.

- b. A teacher, who holds a BA degree and is currently employed by the Board, upon obtaining an MA degree will be placed upon the Master's schedule on the next salary step above his position on the Bachelor's schedule at the beginning of the next school year; provided, however, that if the Master's degree is obtained before the start of the second semester, the teacher obtaining a Master Degree shall at the start of the second semester be placed on the Master schedule on the same step that he held on the Bachelor's schedule. The teacher shall provide the Administration the certification of the award of the Master Degree prior to being placed on the Master schedule.

One-third of the earned credit beyond the Bachelor's and Master's Degree must be successfully completed in the teacher's major or minor areas in order to qualify for the BA+18 or the MA+15 schedules, or as having prior approval by the Board before taking such courses. Regarding the BA+18 schedule, all 18 credits must be taken after the teacher has received the Bachelor's Degree and the provisional teaching certificate; regarding the MA+15 schedule, all 15 credits must be taken after the teacher has received the Master's Degree and the provisional teaching certificate. A transcript of credit earned must be on file in the Superintendent's office not less than one week before the first salary payment each year. Major or minor areas shall be construed to mean that major or minor in which the teacher has earned his latest Degree.

- E. Insurance Benefits. Subject to the provisions hereinafter set forth, each teacher shall have the right to select Plan "A" or Plan B, however, all teachers shall receive benefits provided in Plan "C".

1. Plan "A":

- a. Effective July 1, 1993, the Board agrees to pay an amount towards MESSA SC I equal to the average percentage the comparable Districts are paying towards health insurance, following the applicable concepts in computing the salary schedules.

See New Appendix E for sample calculations and implementation.



2. **Plan "B"**  
The Board agrees to contribute to each teacher not electing Plan "A" a sum not to exceed the following monthly amounts for the purchase of one or more MESSA/MEFSA non-taxable benefits.

Effective	July 1, 1993	\$192.00
	July 1, 1994	\$202.00
	July 1, 1995	\$212.00
	July 1, 1996	\$222.00
	July 1, 1997	\$232.00

3. **Plan "C"**  
The Board agrees to pay all the premium costs of the following MESSA Delta Dental Insurance Plan:  
Plan E: 80-80-80  
Orthodontic Rider (07): \$800.00 (maximum benefit)

The plan shall be internally and externally coordinated.

Effective August 1, 1993, the Board agrees to pay the premium costs for MESSA Vision VSP II. The total annual (August 1 -- July 31) premium costs shall not exceed 0.4% of the total of all teachers' salaries for that same year.

4. The aforesaid insurance benefits shall be subject to the following conditions and limitations:
- a. If a teacher and spouse are both members of the bargaining unit, only one (1) may elect Plan "A"; however, the other may elect Plan "B".

5. Duration of Coverage:

- a. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months.
- b. If a teacher provides professional services for less than a full school year, and is returning for the next school year, the Board's insurance contribution shall be reduced pro-rata. An active employee at the end of the school year, planning to return the next school year, would receive payments for the remainder of the twelve (12) month period.
- c. If a teacher provides professional services for less than a full school year, and is not returning for the next school year, the Board shall contribute only for those months that professional

services were rendered.

6. The Association agrees to cooperate with the Board in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

**F. Gobles Public Schools Salary Schedule 1992-93**

	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>
1.	22,452.00	22,629.00	24,348.00	24,798.00
2.	23,551.00	23,748.00	25,573.00	26,034.00
3.	24,651.00	24,868.00	26,799.00	27,270.00
4.	25,750.00	25,987.00	28,024.00	28,507.00
5.	26,849.00	27,107.00	29,250.00	29,743.00
6.	27,948.00	28,226.00	30,475.00	30,979.00
7.	29,047.00	29,346.00	31,701.00	32,215.00
8.	30,147.00	30,465.00	32,926.00	33,452.00
9.	31,246.00	31,584.00	34,152.00	34,688.00
10.	32,345.00	32,704.00	35,377.00	35,924.00
11.	33,444.00	33,823.00	36,603.00	37,160.00
12.	34,543.00	34,943.00	37,828.00	38,397.00
13.	35,643.00	36,062.00	39,054.00	39,633.00
14.			40,279.00	40,869.00

APPENDIX B  
Additional Compensation for Extra Duties

<u>ASSIGNMENT</u>	<u>PERCENT</u>
<u>ATHLETIC COACHES</u>	
Head Football	12%
Asst. Varsity Football	9
Junior Varsity Football	9
Asst. J.V. Football	8
Head Varsity Basketball	12
Junior Varsity Basketball	9
Freshman Basketball	8
Boy's 8th Grade Basketball	7
Boy's 7th Grade Basketball	7
Boy's Varsity Track	10
Girl's Varsity Track	10
Varsity Baseball	10
Junior Varsity Baseball	8
Girl's Varsity Basketball	12
Girl's J.V. Basketball	9
Girl's Varsity Softball	10
Girl's J.V. Softball	8
Varsity Girl's Volleyball	9
Junior Varsity Girl's Volleyball	7
Girl's 8th Grade Basketball	7
Girl's 7th Grade Basketball	7
<u>SPONSORSHIP OR OTHER ASSIGNMENT</u>	
Elementary Student Council	1-1/2%
High School Cheerleading	7
Junior High Cheerleading	3
Shop Director	2
Yearbook	4
School Play	4
Band Director	12
Senior Class Sponsor	1 @ 4% or 2 @ 2%
Junior Class Sponsor	1 @ 9% or 2 @ 4-1/2%
National Honor Society	3
Sr. High Student Council	1 @ 6% or 2 @ 3
Middle School Student Council	2
District Newsletter	4
Quiz Bowl	6

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

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

If any assignment that was included in the 1986-87 extra duties schedule and does not appear in this extra duty schedule is reinstated by the Board, that assignment will be paid according to the percentage appearing in the 1986-87 contract.

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

- A. The percentage of the Teacher's Salary for additional compensation for extra duties will be determined by the number of years as coach, director, or sponsor of each specific activity in the Gobles Public Schools; limited, however, to no more than the following steps (1993-94, 5th step; 1994-95, 5 1/2 step; 1995-96, 5 1/2 step; 1996-97, 6th step; 1997-98, 6th step.) The sequential aspects of placement and the experience other than this shall be granted only at the discretion of the Superintendent and the Board. If an assistant coach is appointed to a head coaching position, he may be granted one (1) year of credit on the salary schedule for each three (3) full years served as an assistant coach in the same sport in the Gobles system.
- B. Teachers involved in extra duty assignments shall be compensated in accordance with the provisions of this Agreement without deviation. Not more than one sponsor shall be appointed to any one extra-duty assignment without advance approval by the Board, and if there is the appointment of more than one sponsor to an extra duty each sponsor shall be paid the full compensation set forth in Appendix "B"; provided, however if a sponsor performs less than the full period required for the extra activity, the sponsor's extra pay will be proportionately prorated. The administration reserves the right to determine and approve all extra duty assignments.
- C. Upon prior approval of the administration, sponsors of 7th Grade, 8th Grade, Freshmen Class and Sophomore Class activities shall be paid for at least one class activity outside of regular school hours at the rate of \$5.00 per hour up to a maximum of \$15.00. It shall be the responsibility of the sponsor to arrange the time for such activity far enough in advance to avoid conflict with other school functions.
- D. Upon prior approval of the administration, payment will be made to teachers asked to chaperon games, buses, dances and parties, unless they are already paid for this duty under class sponsorships, such as the junior and senior class sponsors. Payment for each event will be at the rate of \$5.00 per hour up to a maximum of \$15.00. Athletic department funds, individual class funds, or other organization funds will be used to pay these fees when available.

- E. If a teacher in the junior-senior high school is requested to teach as a substitute during his preparation or conference period, he will be paid at the rate of \$6.75 per hour for each such period taught.
- F. Teachers required to drive their own automobiles in the course of their work shall obtain prior approval, and shall be reimbursed at the rate of 15 cents per mile provided that written request for reimbursement is made.
- G. The Board reserves the right to offer the position of Athletic Director to a non-bargaining unit member who is or may become an employee of the District.
- H. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the Board, where the Board has primary authority to hire, on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year provided that the teachers qualify to teach the assignment and make application therefore within two (2) weeks after the administration announces the program.
- I. Compensation for extra-duty assignments scheduled after the end of the school year shall be based on the previous year's salary schedule.
- J. Once an extra duty assignment has been made, the individual will hold that position each year he/she is employed by the Gobles Board of Education, unless that individual resigns or is notified in writing within ninety (90) calendar days (excluding the winter break) after completing his or her assignment that said individual is being relieved of that duty. However, the Board does not relinquish the right to terminate an assignment for cause outside of the ninety (90) calendar day notification period.

APPENDIX C  
PROFESSIONAL DEVELOPMENT INCENTIVE

Teachers who have been at the top of the salary schedule for two (2) or more years, will be eligible for Professional Development Incentive monies under the following conditions:

- A. The annual amount available to each eligible teacher will be \$425.
- B. The \$425 will be considered part of the teacher's salaries.
- C. Eligible teachers must complete at least ten (10) clock hours of Professional Development Activities in order to qualify for the \$425.
- D. The fiscal year for Professional Development Activities will be from the first day after the teachers' school year ends until the last teacher day of a school year.
- E. Qualifying teachers will receive their \$425 within three (3) weeks after completing their activities and submitting evidence of completing the activity to the Superintendent or his/her designee.
- F. Professional Development Activities (PDAs) must be approved in advance by the Superintendent using the following guidelines.
  - 1. PDAs must be related to the teacher's current or anticipated teaching assignment. Professional Development activities which are related, in any way, to the teacher's extra duty assignment shall not be considered part of the ten (10) hour requirement.
  - 2. Hours spent away from home outside the regular working hours during overnight PDAs will count towards the PDAs.
  - 3. Travel time is limited to 10% of the activity time with a maximum of one (1) hour total travel time to be credited towards the ten (10) clock hour requirement.
- G. A Dispute Resolution Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Board will serve to resolve disputes concerning the eligibility of PDAs.

**APPENDIX D**

**GOBLES PUBLIC SCHOOLS  
SCHOOL CALENDAR  
1993/94**

<b>Week</b>	<b>Date</b>	<b>Student Attendance</b>	<b>Teacher Contract</b>	<b>Comments</b>
	<b>Aug. 23</b>			<b>-Teachers only-1/2 day professional activates 1/2 day work day.*</b>
<b>1</b>	<b>Aug. 24-27</b>	<b>4</b>	<b>5</b>	<b>-Full day school August 25, 1993</b>
<b>2</b>	<b>Aug. 30-Sept. 3</b>	<b>5</b>	<b>5</b>	<b>-Labor Day Sept. 6, 1993 - NO SCHOOL</b>
<b>3</b>	<b>Sept. 7-10</b>	<b>4</b>	<b>4</b>	
<b>4</b>	<b>Sept. 13-17</b>	<b>5</b>	<b>5</b>	
<b>5</b>	<b>Sept. 20-24</b>	<b>5</b>	<b>5</b>	
<b>6</b>	<b>Sept. 27-Oct. 1</b>	<b>5</b>	<b>5</b>	<b>-Sept. 20, 1993 Open House 6-8 p.m.</b>
<b>7</b>	<b>Oct. 4-8</b>	<b>5</b>	<b>5</b>	
<b>8</b>	<b>Oct. 11-15</b>	<b>5</b>	<b>5</b>	<b>-One full day for Professional Development on October 8, 1993 as arranged by the VanBuren County Professional Development Consortium</b>
<b>9</b>	<b>Oct. 18-22</b>	<b>5</b>	<b>5</b>	<b>NO SCHOOL FOR STUDENTS</b>
<b>10</b>	<b>Oct. 25-29</b>	<b>3</b>	<b>3</b>	<b>First marking period ends Oct. 27, 1993</b>
<b>10</b>	<b>Oct. 28-29</b>	<b>2</b>	<b>2</b>	
<b>11</b>	<b>Nov. 1-5</b>	<b>4</b>	<b>4+1</b>	<b>-Nov. 3, classes 8:30-2:00 p.m. Conferences 2:30-6:30 p.m.</b> <b>-Nov. 4, classes 8:30-11:30 Conferences 1-5 p.m. and 6-8 p.m.</b> <b>-NO SCHOOL Nov. 5, 1993 for students or staff.</b>
<b>12</b>	<b>Nov. 8-12</b>	<b>5</b>	<b>5</b>	
<b>13</b>	<b>Nov. 15-19</b>	<b>5</b>	<b>5</b>	
<b>14</b>	<b>Nov. 22-24</b>	<b>3</b>	<b>3</b>	<b>-Thanksgiving Vacation Nov. 25-26, 1993</b>
<b>15</b>	<b>Nov. 29-Dec. 3</b>	<b>5</b>	<b>5</b>	
<b>16</b>	<b>Dec. 6-10</b>	<b>5</b>	<b>5</b>	
<b>17</b>	<b>Dec. 13-17</b>	<b>5</b>	<b>5</b>	<b>-School closes Dec. 17 at 3 p.m.</b>
<b>WINTER VACATION - DECEMBER 18 - JANUARY 2, 1994 INCLUSIVE</b>				
				<b>-School resumes Jan. 3, 1994</b>
<b>18</b>	<b>Jan. 3-7</b>	<b>5</b>	<b>5</b>	<b>-2nd marking period ends Jan. 4, 1994</b>
<b>19</b>	<b>Jan. 10-14</b>	<b>5</b>	<b>5</b>	<b>-Record day for teachers - leave at 3 p.m.</b>
<b>END FIRST SEMESTER</b>				<b>-1/2 DAY FOR STUDENTS JANUARY 14, STUDENTS LEAVE AT 11:20 A.M.</b>

**FIRST SEMESTER TOTALS 89 92**



**1993-94 SCHOOL CALENDAR (CONT.)**

<b>Week</b>	<b>Date</b>	<b>Student Attendance</b>	<b>Teacher Contract</b>	<b>Comments</b>
20	Jan. 17-21	5	5	-Reports cards Jan. 22, 1994
21	Jan. 24-28	5	5	
22	Jan. 30-Feb 4	5	5	
23	Feb. 7-11	5	5	-Feb. 11, 1994-1/2 day for Professional Development-Students leave at 11:20 am.
24	Feb. 14-18	5	5	
25	Feb. 21-25	5	5	
26	Feb. 28-Mar 4	5	5	
27	Mar. 7-11	5	5	
28	Mar. 14-18	5	5	-3rd Marking Period ends Mar. 19, 1994
29	Mar. 21-24	4	4+1	-Mar. 23 classes 8:30-2:00 p.m. Conferences 2:30-6:30 p.m. Mar. 24 classes 8:30-11:20 a.m. Conferences 1-5 p.m. and 6-8 p.m. -March 25 NO SCHOOL for students or staff -Report cards issued to students on Mar 23 and Mar 24, 1994
30	Mar. 28-31	4	5	-School closes March 24, 1994 at 3:00 p.m. -NO SCHOOL APRIL 1, 1994 - GOOD FRIDAY  SPRING VACATION APRIL 1, 1994 - APRIL 10, 1994
31	Apr. 11-15	5	5	-School resumes April 11, 1994
32	Apr. 18-22	5	5	
33	Apr. 25-29	5	5	
34	May 2-6	5	5	
35	May 9-13	5	5	
36	May 16-20	5	5	
37	May 23-27	5	5	-Baccalaureate May 29, 1994 at 7:30 p.m.
38	May 30-June 4	3	4	-MEMORIAL DAY, MAY 30, 1994 NO SCHOOL -Final exams on May 31, June 1, and 2, 1994 -Last student day - June 2, 1994-Students leave at 11:20 a.m. 1/2 record day - Teachers leave at 3:00 p.m. -Commencement June 3, 1994 at 7:30 p.m. -Students pick up report cards June 8, 1994
<b>SECOND SEMESTER TOTALS</b>			<b>91</b>	<b>93</b>
<b>YEARLY TOTALS</b>		<b>180</b>		<b>185</b>

**APPENDIX E  
GOBLES HEALTH INSURANCE AVERAGE PERCENTAGE  
CALCULATIONS**

**A. Example of calculating the average percentage the Boards pay towards health insurance in each district for each year July 1-June 30.**

**1. District has MESSA SCI.**

**Compute the average percentage the Board pays toward SCI from July 1-June 30.**

**a. In cases where the Board pays the same amount per month July 1-June 30, the percentage will be calculated and will be the same for each month.**

**Example:  $\frac{\text{Full family, Board pays } \$425.00}{\text{Cost of SC I ff} - \$434.34} = 97.8\%$**

**The same will apply to 2 person and single subscribers.**

**b. In cases where the Board pays a different percentage for some of the months, the average percentage will be computed on a proportional basis.**

**Example:**

4 months	80%
8 months	100%

$$\frac{(4 \times 80\% + 8 \times 100\%)}{12} = \frac{11.20}{12} = 93.3\%$$

**This proration procedure will be used in all situations where the percentage paid by the Board changes during the year.**

**2. District has a MESSA - PAK.**

**(A MESSA PAK is a program where a set dollar amount is charged per Teacher per month for all the insurance, health, dental, etc.)**

**The percentage the Board pays towards the PAK will be used.**

**Example:  $\frac{\text{Board pays } \$350}{\text{Cost of PAK } \$375} = 93.3\%$**

**3. District has a health insurance other than SCI or MESSA Pak. Compute the average percentage by taking the amount paid by the Board and dividing that amount by the cost of SCI.**

**Example:**

**$\frac{\text{Amount paid by Board for full family } \$425}{\text{Cost of SCI for full family } \$434} = 97.9\%$**

**4. District pays the same dollar amount towards health insurance and TDAs per Teacher (Bangor currently does this).**

**Example:  $\frac{\text{Board pays } \$408.48}{\text{SCI FF cost } \$434.64} = 94.0\%$**

**B. IMPLEMENTATION**

- 1. The implementation of the average percent paid by the Board shall follow the same general procedure as determining the salary schedule outlined in Appendix A with the following differences:**
  - a. Since the new rates take effect July 1, the first calculation of the average percentage will be done the first of June in order to make the necessary payroll deductions, etc.**
  - b. If both the Association and Board agree, an estimated average percentage will be made in June and will be applied until all the districts have settled. When the districts have settled, a one time adjustment will be made. This is the same procedure currently being followed for determining the salary schedule.**

## LETTER OF UNDERSTANDING

1. Paragraph B of Article I of the current collective bargaining agreement shall remain unchanged.
2. The following definitions shall be incorporate in the agreement as an aid to implementation and interpretation of the agreement:
  - 2.1 Part-time Teachers being necessary when an odd number of sections exist, employment may be made for such program less than a full day, provided that teachers with a valid certificate and the least amount of seniority shall be placed in the part-time positions. Said teachers shall be members of the bargaining unit, with all rights and benefits of full-time teachers, which dues, salaries, and fringe benefits will be pro-rated.
  - 2.2 Temporary Teacher means a teacher, employed by the school district to replace a regularly employed teacher who is taking a leave of absence. After ninety (90) days, a temporary teacher shall be a member of the bargaining unit with all rights and benefits thereof.
  - 2.3 Substitute Teacher means a person who is certified to serve as a day-to-day replacement for a regularly employed teacher who may be absent due to accident, illness, personal business, or school business.
3. SENIORITY. The Board shall maintain an accurate up-to-date seniority list, a copy of which shall be furnished to the Association by April 15, of each year. The names of all teachers who have layoff and recall rights at the time of the preparation of the seniority list shall be included.
  - 3.1 Interpretation. The person with the most seniority shall be determined by the earliest signed date on their individual contract. In case of a tie, seniority will be determined by drawing of lots. If there has been a break in service other than a leave of absence or illness, the date of rehire shall be considered their starting date for purposes of seniority.
4. LYNN WARNER STATUS. Is a member of the bargaining unit and at the end of the 1981-82 school year will have one (1) day more seniority than Jean Talsma.

6/14/82

