

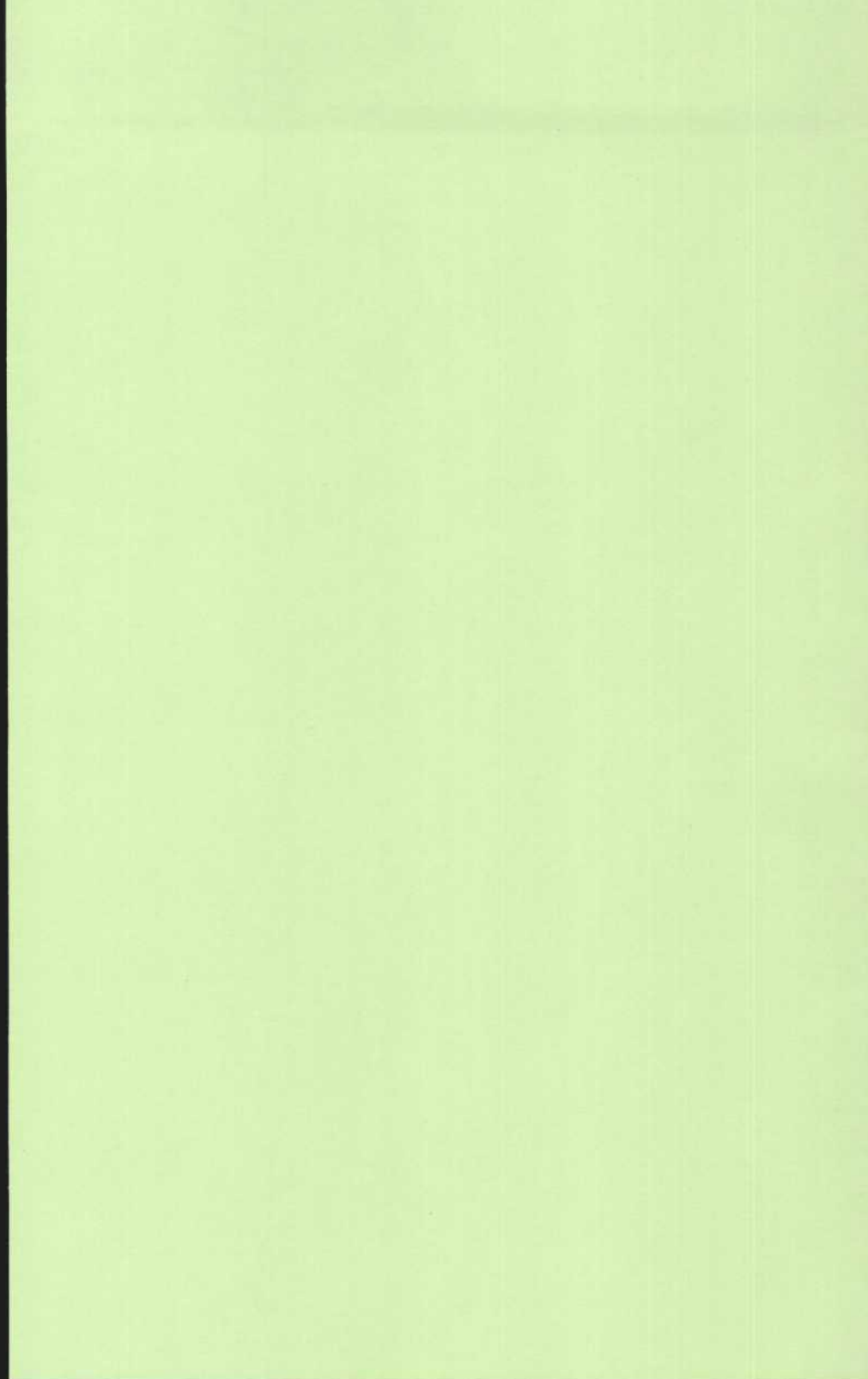
7358

8/31/91

PROFESSIONAL AGREEMENT
between the
GOODRICH SCHOOL DISTRICT
and the
LOCAL 10 MEA/NEA
(GOODRICH UNIT)
1988-89
1989-90
1990-91

Goodrich Area Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University.



INDEX

	Preamble	3
	Witnesseth	3
ARTICLE I	Recognition	3
ARTICLE II	Professional Dues, Fees and Payroll deductions	4
ARTICLE III	Negotiations	5
ARTICLE IV	Grievance Procedures	6
ARTICLE V	Association Rights and Responsibilities	8
	Use of Facilities	9
	Association Days	9
	Information Available Upon Request	9
ARTICLE VI	Rights of Board	9
ARTICLE VII	Vacancies and Transfers	11
	Posting Vacancies	11
	Filling Vacancies	11
	Involuntary Transfer	12
ARTICLE VIII	Lay-Off and Recall Procedures.	12
	Seniority List	12
ARTICLE IX	Professional Behavior	14
ARTICLE X	Discipline of Students and Legal Protection of	
	Teachers	15
	Discipline	15
	Assault	15
	Legal Action	15
	Loss of Time	16
	Loss of Property	16
ARTICLE XI	Teacher Evaluation Procedure.	16
	Probation.	16
	Tenure	17
ARTICLE XII	Teaching Hours	17
	Teaching Days	17
	Lunch and Relief Time	17
	Preparation Time	17
	School Closing	18
	Shared-Time Teaching	18
ARTICLE XIII	Teaching Loads and Assignments	19
	Assignments During Preparation Time.	19
	Supplies and Equipment.	19
	Class Size	20
	Job Assignments	20

ARTICLE XIV	Leave.....	21
	Illness and Disability	21
	Personal Days	21
	Sick Bank	22
	Alternative Career Leaves	24
	Child Care, General, Sabbatical Leaves	24
	Jury Duty	25
	Return Procedures	25
ARTICLE XV	Compensation and Benefits	26
	Salary Schedule 1988-89, 1989-90, 1990-91	28
ARTICLE XVI	Supplemental Salaries	29
	Extra-Duty Compensations	29
	Hourly Pays	29
	Athletic Compensation	30
ARTICLE XVII	Fringe Benefits	33
	Health Insurance	33
	Dental Insurance	33
	Life Insurance	34
	Long-Term Disability	34
	Optical Insurance	34
ARTICLE XVIII	School Calendar	35
	1988-89, 1989-90, 1990-91	35
	Instructional and Teacher Days	36
	Payroll Schedule.....	37
ARTICLE XIX	Miscellaneous	37
ARTICLE XX	Duration of Agreement	38

**AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE GOODRICH AREA
SCHOOL DISTRICT
AND
LOCAL 10 MEA/NEA (GOODRICH UNIT)**

PREAMBLE

This Collective Bargaining Agreement hereinafter called the "Agreement" entered into this 12th day of September, 1988, by and between the Board of Education of the Goodrich Area School District, Goodrich, Michigan, hereinafter referred to as the "Board", and Local 10 MEA/NEA (Goodrich Unit), an affiliation of the Michigan Education Association and National Education Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize that providing a quality education for the children of the Goodrich Area School District is their mutual aim and that the character of such education depends partially upon the quality and morale of the teaching service; and

WHEREAS, the Board recognizes the educational expertness of the teachers and solicits their concerns and views of educational matters; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Acts of 1965, to bargain in good faith with each other with respect to hours, wages, and conditions of employment of the teaching staff; and

WHEREAS, the parties, following extensive and deliberate negotiations, have reached certain understanding which they desire to reduce to writing;

NOW THEREFORE, in consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

ARTICLE I. - RECOGNITION

- A. Pursuant to a representation election conducted by the Michigan Employment Relations Commission (MERC) Local 10 MEA/NEA (Goodrich Unit) is the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 for all certified personnel employed by the Board (whether or not assigned to a public school building) but excluding supervisory and executive personnel, day-to-day substitutes assigned to the same

position for less than sixty (60) days, adult high school completion or community education personnel, aides, office and clerical, custodial, maintenance, kitchen and transportation personnel. The term "teacher" as used herein shall refer to all employees represented by the Association as defined in this Section.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Any individual contract of employment shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE II. - PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A.1. Any bargaining unit member 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 first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Local 10 MEA/NEA, Goodrich Unit (including local, state, and national dues) provided however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article. In the event that a bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment. Termination will be effective at the end of the school year. Payment of dues or the service fee prior to the end of the school year may result in reinstatement.
- 2. The Association in all cases of discharge for violation of this Article shall notify the bargaining unit member of non-compliance 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. If the employee in question denies that he/she has failed to pay the Service Fee, then he/she may request, and shall receive, a hearing before the Board of Education limited to the question of whether he/she has failed to pay the Service Fee.

3. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board for any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article II, but this does not include any liability for compensation paid under the Michigan Employment Security Act.

4. Any bargaining unit member 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 Dues in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31. Dues or service fees may be paid in full at the beginning of the school year to the treasurer of the Association, or by payroll deductions in six (6) equal payments authorized by the teacher within thirty (30) days of the commencement of the school year.
5. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, United Fund, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE III. - NEGOTIATIONS

- A. By the 1st of May preceding the expiration of the Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of teachers employed by the Board.
- B. If any provisions of the Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions and applications shall continue in full force and effect; furthermore, the provisions of such law shall supercede, to the extent of the conflict, the provisions

of this Agreement and govern the relations of the parties hereunder.

- C. Waiver-The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and Association, for the life of this agreement each voluntarily and un-qualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE IV. - GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a complaint or allegation that there is a violation, mis-interpretation or mis-application of provisions of this Agreement. No grievance exists if another form is chosen (i.e.; Tenure Commission, MERC, EEOC, Civil Rights Commission, etc.).
2. The "aggrieved person" is the bargaining unit member(s) or the Association.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract, or the Association.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school days except after the end of the school year in which case it shall mean week days.

B. PURPOSE:

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

C. PROCEDURE:

1. It is the desire of the parties that efforts be made to resolve the problem through direct verbal communication between those involved before

entering into the following prescribed procedure. The presence of an association representative may be requested.

2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.
3. If the grievance is filed on or after June 1, the time limits may be reduced by mutual written consent in order to affect a solution prior to the end of the school year.
4. The Board hereby designates the Superintendent as its representative when the grievance involves more than one school building.

D. PROCEDURE OF GRIEVANCE STEPS:

1. LEVEL ONE - A teacher with an alleged grievance shall file it in writing within ten (10) days following the alleged violation, with his/her principal or immediate supervisor. A meeting shall be held between the parties involved in an attempt to resolve the problem. An Association representative may be present at this meeting if so requested by the teacher. A disposition shall be rendered in writing within five (5) days of said meeting.
2. LEVEL TWO - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed to Level Two within five (5) days. The Superintendent shall meet with the aggrieved person within five (5) days following the filing at this level. The disposition by the Superintendent shall be rendered to the aggrieved person and the Association within five (5) days following the meeting. Association grievances will be initiated at Level Two.
3. LEVEL THREE - If a disposition is not rendered within the above time limits, or is not satisfactory to the aggrieved person, the grievance may be processed, within five (5) days, to the Board of Education. The Board or a committee of the Board shall meet with the aggrieved person to discuss the grievance. The Board shall render its decision within ten (10) days following the Level Three meeting.
4. LEVEL FOUR - In the event the grievant is not satisfied with the decision or if no decision is rendered at Level Three, the Association may file for Arbitration under the rules of the American Arbitration Association within twenty (20) days. The decision of the arbitrator shall be binding on both parties. The Board or the Association shall not be permitted to assert in such arbitration on any grounds or to rely on any evidence not previously disclosed to the other party in writing.

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

Limitations of Arbitration:

- A. The arbitrator shall have no power to add or subtract from, disregard, alter, or

modify any terms of this Agreement.

- B. The arbitrator shall have no power to rule on any of the following:
1. Adverse evaluations.
 2. The placing of a non-tenure teacher on a third year of probation.

E. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the GEA Representative or the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be available from the Building Representatives in each building.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
7. Arbitration costs shall be borne equally by the Board and the Association. In the event a matter submitted by either party is determined not arbitrable, the moving party shall bear the cost of the arbitrator's fee and expenses.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, bargain, or negotiate and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Board, or his/her institution of a grievance of an alleged violation of

any term or condition of employment specified by the Agreement.

- B. The Association shall have the right to petition for the use of the building facilities under Series 1000 of the Board Policies without cost, except that the Association shall assume costs of additional employees, if required by Administrative Regulations. No teacher shall be prevented from wearing insignia pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. In addition to all publicly available information, the Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, and such readily available information as will assist the Association in negotiations, and information which is necessary for the processing of any grievance. However, nothing contained herein shall be construed to require that the Board provide information not already available to it or to provide such requested information in any form other than that normally provided to the Board for public consideration.
- D. The Association shall receive a total of six (6) professional business days each year to be used at their discretion upon 24 hours notification by the Association President to the Administration. The Association shall reimburse the Board for the cost of the substitutes for any Association days in excess of six (6).

ARTICLE VI. - RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by the way of illustration and not by way of limitations, the right to:
 - 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the School District of Goodrich Area Schools.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 - 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and

processes of carrying on the work including automation or subcontracting thereof of changes therein.

5. Determine at Board expense the mental and/or physical capabilities of a teacher to continue in his/her assignment.
 6. Determine the policy affecting the selection, testing, or training of employees.
 7. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered here whether or not such rights have been exercised by the Board in the past.
- D. The rights and responsibilities of the Board listed in this Article (on Paragraphs A, B, and C listed above) are limited by the Constitution and laws of Michigan, the Constitution and laws of the United States and the express and specific provisions of the agreement.
- E. One copy of the Board Policy shall be made available in each Building Principal's outer office and a copy shall be assigned to the Association President. Copies of changes in Board Policy shall be provided to the Association President, within fifteen (15) days of their adoption, for posting in each faculty lounge.
- F. If a need exists for individual building policies, they shall be reduced to writing by the building principal and sent to the Superintendent for approval. Following approval, the written policies shall be distributed, within ten (10) days, to teachers assigned to that building. Said policies become effective upon completion of distribution to teachers. Changes or additions to the individual building policies shall be processed as noted above. These policies shall be consistent with the terms of the Agreement.
- G. The Board shall apply the terms of this Agreement in the manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, or membership in any teacher organization.

ARTICLE VII - VACANCIES AND TRANSFERS

- A. A vacancy in the bargaining unit shall be defined for purposes of this agreement as a situation where a position was previously held by an employee and is to be continued, or when a professional position is created which is non supervisory within the meaning of PERA, or an assignment which has been filled by a substitute for a complete marking period or until the teacher has reached the time of LTD.
- B. Whenever a bargaining unit vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association President and Secretary. Notice of same shall be posted on bulletin boards in each school building. No attempts shall be made to fill the vacancy from outside the bargaining unit, except in case of emergency and on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days.
- C. Whenever any vacancies occur during the summer recess, notice of said vacancies shall be mailed to all interested teachers by August 1st and said notice shall be posted at the main entrance of the high school with a copy of the same sent, by certified mail to the Association President, and an informational copy sent to the Secretary of the Association. Interested teachers shall leave their summer address with the Board by June 15th.
- D. Any teacher may apply for the posted vacancy. In filling such vacancy, the Board will appoint the applicant with the best combination of the following attributes:
1. Professional background and attainments.
 2. Academic preparation.
 3. Seniority in the district.
 4. Teaching experience.
 5. Positive evaluation and/or letters of recommendation.
 6. Other relevant factors as determined prior to and included with the posting which are pertinent to the position (i.e., ability and willingness to accept extra-curricular assignments, educational needs of the building as determined by the principal, etc.)

An applicant with less seniority in the district shall not be awarded a position unless the attributes described above shall be superior to applicants with greater seniority. All members of the bargaining unit that make application and meet posted qualifications will be interviewed before a final selection will be made.

When no applicant for a vacancy in an extra-duty assignment is qualified for a position, the Board reserves the right to go outside the bargaining unit to fill the position. If a bargaining unit member previously holding a position later filled by a non-unit employee wishes to return to that position, he/she may apply in writing to the Superintendent's office sixty (60) days prior to the first scheduled day of work for that assignment and would be interviewed.

Extra-curricular vacancies occur annually for all positions.

- E. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers as well as the educational needs of the building. Request by a teacher for transfer to a different class, building, subject area, or position shall be made in writing and shall be filed with the Superintendent with one (1) copy to the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed annually to assure active consideration.
- F. Involuntary transfer:
1. An involuntary transfer is defined as a reassignment of a bargaining unit member from one building in the district to another. When it appears that an involuntary transfer may be necessary, volunteers from among those qualified and certified will be sought. If no volunteers are identified within ten (10) days of such request, the involuntary transfer will be made on the basis of seniority, certification and qualifications using the seniority list in reverse order.
 2. Any teacher reassigned involuntarily may resign, and the Board agrees to accept such resignation at any time he/she is so reassigned.
 3. Members of the bargaining unit as of June, 1982, who have acquired years of seniority on the basis of a combination of administrative and teaching experience will retain these years of credit on the seniority list.

ARTICLE VIII - LAY-OFF AND RECALL PROCEDURES

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

4. When all of the above are equal, the individuals who remain equal shall participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the time and place of the drawing and be allowed to attend.
- B. The seniority list including seniority date, tenure status, years of prior service in the district, years of teaching experience outside the district, number of hours of graduate credit earned beyond a bachelor's degree, certification, majors, minors, current assignments, and leave status shall be published and posted conspicuously in all buildings in the district by January 15 of each school year. Individuals and the Association shall have five (5) school days to respond with challenges to the seniority list. The Board shall respond in writing to the challenge within ten (10) days of receipt of the challenge. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
 - C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; however, seniority is retained if severance of employment is due to layoff. In the cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
 - D. Lay-off shall be defined as removal from the payroll with no employment rights other than retention of seniority status, extra-duty status and recall rights as noted below.
 - E. If it becomes necessary to reduce staff, the following lay-off and recall procedures shall prevail:
 1. Teachers shall be laid off in inverse order of seniority using the seniority list, except that probationary teachers may be retained if no tenure teachers are certified for the available position.
 2. Certification shall be defined as a state recognized valid teaching certificate.
 3. Qualified, for purposes of lay-off and recall, shall be a major or minor in the subject area, or other academic preparation or teaching experience in the grade or subject area or student teaching experience in the grade or subject area.
 - F. Recall of teachers shall be in the inverse order of layoff; i.e. those laid off last will be recalled first; provided however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.
 - G. Teachers who are being laid off shall be notified by their respective principal privately in an administrative office, pending Board of Education action.

ARTICLE IX - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with reasonable written rules, regulations, and directives from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may refuse to carry out an order which threatens his/her physical safety, the safety of his/her peers, or is professionally demeaning.
- B. Both parties recognize the willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or performance shall be promptly reported to the offending teacher.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Any discussion regarding the infraction of rules or delinquency of professional performance shall be done in private. If a formal reprimand or discipline is called for, a teacher shall have the right to be forewarned in writing and have a representative of the Association present.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to that teacher and the Association.
- E. The Board will continue to follow a policy of progressive corrective discipline which includes verbal warning, written warning, written reprimand, suspension without pay and with discharge as the final and last resort. Any disciplinary action taken against a teacher for an action regarded as gross misconduct need not follow the above sequence; however, the penalty shall be appropriate to the misconduct.
- F. If, in a meeting between a teacher and an administrator, a problem arises which causes the teacher to request an Association representative, one shall be made available.
- G. All reprimanding and disciplining shall be done in person. If a teacher is to be reprimanded or suspended by an administrator, he/she shall be informed in advance of the purpose.
- H. A teacher shall receive at the time of the disciplinary action a copy of any written material that is to be placed in his/her personnel file and may respond, in writing, within ten (10) school days from receipt of such materials. Such responses shall be placed in the teacher's personnel file. All written warnings and reprimands shall contain notice that each shall be placed in the teacher's

personnel file. Distribution of copies shall be noted on the original. No official records concerning a teacher may be kept elsewhere than in the teacher's personnel file in the Personnel Office (except for grievance records).

- I. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file as provided by law (PA 397 of 1978).
- J. A complaint made against a teacher, or person for whom the teacher is administratively responsible, by any parent, student or other person may be reduced to writing, signed by the complainant and promptly called to the attention of the teacher; however, disciplinary action will not be taken against a teacher unless the complaint is signed by the complainant and prompt notice given to the teacher.

ARTICLE X - DISCIPLINE OF STUDENTS AND LEGAL PROTECTION OF TEACHERS

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

- F. A teacher may exclude a pupil from a supervised area when the grossness of the conduct, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the area intolerable. In such cases the teacher will furnish as promptly as his/her teaching obligations will allow, the principal full particulars of the incident using a form provided by the Board. In Grades 6-12, the pupil shall not be returned to the area until the principal has consulted with the teacher and indicated the action to be taken regarding the student. In Grades K-5, the student shall not be returned to the area until there has been verbal or written communication to the teacher from the principal or in his/her absence, office personnel.
- G. Suspension of students from school may be imposed only by a principal, or his/her designated representative. School personnel will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents, when warranted. Transfers of the student to another teacher, or other measures, short of suspension, will first be exhausted.
- H. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of clothing or personal property of the teacher which is a result of student activity provided it shall be promptly reported in writing to the administrator in charge. The amount of reimbursement, not to exceed \$175, shall be limited to the repair or replacement cost of the article, whichever the Board deems appropriate.
- I. Personal materials and equipment used in the classroom by teachers which are damaged or destroyed because of fire, wind, rain, or other physical plant problems will be replaced or paid for by the Board. The teacher shall provide the building principal with a written inventory of said personal materials and equipment being used along with their approximate purchase date and cost at the time that materials and/or equipment are brought into the classroom in order to be eligible for reimbursement or replacement.

ARTICLE XI - TEACHER EVALUATION PROCEDURE

The purpose of teacher evaluation shall be to assist the teacher in improving professional status and teaching effectiveness.

- I. Probationary Teachers
 - A. A minimum of two (2) formal classroom visitations per year shall be made on probationary teachers. Of these visitations no more than fifty (50) percent may be unannounced.
 - B. In the case of announced visits, the probationary teacher shall have 2 days' notice. In case of postponed visits, the visit may be held with one day notice.
 - C. Within (6) school days following the visitation the teacher shall be given a copy of the written evaluation.
 - D. A personal interview to discuss the evaluation will be held on the school

day immediately following the teacher's receipt of the written evaluation to review the total teacher performance to date.

II. Tenure Teachers

- A. Tenure teachers will be evaluated a minimum of one (1) time during the school year by April 15. Final evaluation of the school year will be given to the teacher by May 15th.
- B. Within six (6) school days following the visitation, the teacher shall be given a copy of the written evaluation.
- C. A personal interview to discuss the evaluation shall be held on the school day immediately following the teacher's receipt of the evaluation to review the total teacher performance to date.

The approved evaluation forms shall be used unless a teacher is found to have a serious deficiency in his/her performance as a teacher, in which case his/her supervisor shall:

1. Notify the teacher within six (6) days following the visitation in writing of this deficiency.
2. Indicate what improvements are to be made, by what date, along with suggestions and/or recommendations for overcoming deficiencies.
3. Follow-up by re-evaluating the teacher after a reasonable period of time.
4. Place a copy of all plans and proposals in the teacher's personnel file.

ARTICLE XII - TEACHING HOURS

- A. The teacher's day shall consist of $7\frac{1}{4}$ consecutive hours per day, with the teacher's day beginning no earlier than 8:00 a.m. for K-4 teachers, and 7:30 a.m. in the middle/high schools.
- B. All teachers are required to be in their classrooms fifteen (15) minutes prior to the beginning of the student day.
- C. In the elementary school, two (2) half days per semester may be scheduled for parent-teacher conferences while the middle and high school are in session.
- D. All elementary teachers shall remain fifteen (15) minutes after the close of the pupils regular day. Teachers when requested to remain longer than fifteen (15) minutes in order to attend to those matters which require attention at that time, will do so.

Parental conferences, staff meetings, principal conferences, are to be considered sufficient reason to remain longer than the 15 minutes. On Fridays and the days preceeding holidays or vacations, the teachers are permitted to leave after the school busses have left.

- E. All teachers shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.
- F. Preparation time - teaching load.
 1. Each teacher shall be guaranteed at least 250 minutes of unassigned

preparation time per week in grades K-5. Said preparation time shall be in no less than 15 minute blocks. It is understood that in case of financial emergencies, this provision may be modified subject to reopening Article XII-F of this Agreement.

2. The normal weekly teaching load at the secondary level will be thirty (30) teaching or supervision periods and five conference or preparation periods.
 3. Teachers who are assigned less than a full teaching load shall have prorated unassigned preparation time.
 4. Released time while special teachers are instructing students must be used for preparation by the teacher, either in his/her respective classroom or in an area mutually agreed upon by the teacher and principal.
- G. Elementary teachers in grades K-5 shall be allowed fifteen (15) minutes relief period in the morning and a fifteen (15) minute relief period in the afternoon. The above stated periods will be scheduled to coincide with the scheduled recess periods for the respective grades, as determined by the elementary principal.

Relief time may count in total preparation time per week but shall not be subject to restrictions in Section F-4 of this article.

- H. The librarian shall have the same schedule as a classroom teacher.
- I. Elementary teachers who send students to the public library shall accompany the students to and from the library.
- J. In the event that school is closed because of inclement weather, teachers will not be required to work.

If school is in session and students are sent home because of lack of heat, water, or other physical plant problems, teachers will not be required to remain in the affected part of the building complex, but may be required to report to an unaffected area for the remainder of the school day.

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

L. Part-time Teaching Positions

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

ARTICLE XIII - TEACHING LOADS AND ASSIGNMENTS

- A. Teachers who are assigned during their preparation period (other than day-to-day substituting) shall be compensated additionally at a rate directly proportionate to the number of periods in the day divided into their daily rate: i.e., $\frac{183 \text{ days} \times 6 \text{ periods}}{1098}$. Schedule $\frac{\text{salary}}{1098}$ = hourly rate. Such assignment shall be only with the approval of the teacher and notification to the Association.
- B. The teachers will be assigned in the area of their teaching certificate or within their major or minor area of study except in cases of emergency, not to exceed one semester. The Association shall be notified in each instance and shall be provided with a written statement of reason for such assignment.
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. The Board therefore agrees to keep the schools reasonably and properly equipped and maintained.
- D. The parties agree that the class size shown on the following page in Column A represents the point at which most effective learning can take place and that attempts shall be made to reduce class sizes toward these goals. They further agree that class sizes as shown in Column B represent the point above which effective learning is inhibited and that all reasonable efforts shall be made to avoid scheduling classes larger than these figures. Whenever the administration is faced with a choice, the first emphasis at obtaining goals as stated in Column A shall be in the lower elementary grades.
- E. Students shall be assigned to sections of a grade or subject in a manner which provides for an equalized student distribution among those teachers involved. At the elementary level the class size shall be adjusted prior to the end of the 5th week of school and at the secondary level the class size shall be adjusted within two weeks after the beginning of each semester or class. Students added to classes after the above dates shall be distributed in the manner

described above.

- F. In the event that a class exceeds the suggested maximum on column B, the principal and superintendent shall meet with the teacher(s) of the class(es) involved and a representative of the Association to find an equitable solution to the problem. If the individual teacher believes the language of this section has not been fulfilled, he/she will have access to the grievance procedure.
- G. When a teacher is absent the substitute teacher suggested by the teacher will be obtained, when possible.
- H. All teachers shall be given notice of their tentative assignments for the forthcoming school year no later than June 1st of that year. In cases where the necessity to make changes arises after that date, the teachers affected will be notified by mail of the change as early as possible.
- I. Assignment of student teachers shall be made only with a teacher's consent.
- J. The daily teaching load of those employees who are employed less than full time shall be in direct proportion to the fraction of time of employment.
- K. Teachers assigned to serve as acting principal shall be relieved of regular classroom duties during absence of the principal.

Class or Grade	Recommended	Suggested Class Size Column A	Maximum Column B
Kindergarten plus Grade one		22	27
Elementary School Grades 2-5		25	30
Special Classes - Reading		15	
Middle School Grades 6, 7, 8		25	30
HIGH SCHOOL			
English		22	30
Speech		22	30
Social Studies		25	30
MATH			
General		25	28
Algebra I		25	30
Advanced Algebra		24	30
Geometry		22	30
SCIENCE			
(up to the number of work lab)		25	30
FOREIGN LANGUAGE			
		25	32
BUSINESS			
General		25	32
Typing I*		25	28
Adv. Typing*		25	32
Business Math		25	28
Bookkeeping		20	28

Business Law	25	30
Office Practice*		28
INDUSTRIAL ARTS*	25	30
HOMEMAKING*	25	30
HEALTH ED. & PHYS. EDUCATION	25	50**
STUDY HALL - CAFETERIA		80
HIGH SCHOOL ART*	25	30
LIBRARY		35
CLASS ROOM		25
PERFORMING GROUPS - MUSICAL	50	65

Work stations may be added if room and class size will accomodate.

* Up to number of student work stations.

** Class size due to limited facilities.

ARTICLE XIV - LEAVE

- A. Illness and Disability Leave - Twelve (12) days each school year (six (6) days each semester) will be allowed each teacher for personal illness and disability.
- Teachers will be informed by the first day of school of the procedure they are to follow to report unavailability for work. Notice of absence will be given as soon as possible but at least by 6:00 a.m. for middle and high school and by 7:00 a.m. for elementary. Teachers will not be penalized if, in cases of emergency, they are unable to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute teacher without further contact with the teacher involved.
 - In the event the administration feels that the teacher is abusing the use of leave days, a teacher may be asked to provide medical verification at Board expense of illness or disability prior to payment. Such requests for medical verification will only be made after the following procedure has been complied with:
 - Written notification of suspected abuse shall be given to the teacher at least five (5) days in advance of the request for medical verification.
 - Notice shall include the basis for the suspected abuse.
 - Five non-deduct days may be used for death in the immediate family including grandparents, parents, spouse, brothers, sisters, children, grandchildren, mother-in-law or father-in-law. Up to five days of accumulated sick leave may be used for the death of the extended family.
 - Three (3) of the above days may be used as personal days. Request for

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

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

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

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

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

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

d. Application for use:

A member wishing to use sick bank days shall request, in writing, to the Sick Bank Committee for those days. (number)

Also, a statement describing the emergency or exceptional need and a doctor's statement verifying the emergency or exceptional need shall be submitted to the Sick Bank Committee.

The member must have used all of his/her accumulated sick time before days from the Sick Bank will be granted.

A member granted days from and obligated to the bank shall repay to the bank a minimum of six (6) days, or the number of days used if less than six, of the following year's sick time allotment.

Payment shall continue to be deducted each year until the complete debt is repaid.

e. Policies and procedures:

A committee composed of two (2) Board of Education and three (3) G.E.A. members will decide on loans to be made. This committee will meet as often as necessary in order to administer the Bank.

The committee reserves the right to require sufficient medical evidence or documentation to substantiate an illness or disability.

Written requests for an extension of the original days granted must be submitted to the committee within thirty (30) calendar days of the expiration of the grant for re-evaluation with sufficient medical evidence or documentation to substantiate the need for additional days.

The Sick Bank Committee will review all applications for loans by members and shall decide if days are to be loaned, and if so, the number to be loaned. The applicant will be notified in writing of the Committee's decision within twenty calendar days of said application.

Approval or denial of the requested days from the Sick Bank shall be by the majority vote of those on the Committee.

A membership roster of Local 10 MEA/NEA (Goodrich Unit)

Sick Bank members shall be sent to the local President and Secretary within thirty (30) calendar days after the beginning of the second semester.

The Committee reserves the right to deny use of Sick Bank days.

f. Miscellaneous Provisions-

Use of the sick bank is intended for personal illness of the employee.

11. Alternative career leaves:

- a. The Board shall grant a voluntary leave of absence upon request to a teacher without pay or fringe benefits for a purpose(s) not enumerated in this Agreement. Teacher may take one (1) year leave under this provision provided a certified and qualified replacement can be obtained. Such a leave shall be extended with Board approval to a maximum of one (1) additional year at the request of the teacher, provided that a certified and qualified replacement is available.
- b. The teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the district at the group rate provided this is permitted by the carrier.
- c. Any teacher who has been granted two (2) consecutive years leave under this provision shall return to employment status or be terminated.
- d. These provisions shall apply to any teacher on employment status. Teachers on lay-off may apply for such leaves within 30 days of the effective date of lay-off.

12. Child Care Leave-A leave of absence of up to one (1) year shall be granted to any teacher, upon application for child care. A one year extension may be requested subject to approval by the Board of Education. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions as indicated in a statement from her attending physician. Increment credit for the remainder of the semester shall be allowed if one-half or more of the semester has expired. Salary shall be determined by placing the reinstated teacher on the salary schedule step held when child care leave was granted.
13. General Leave - A leave of absence for up to one (1) year shall be granted to any tenure teacher, upon application for family responsibilities, educational leave, election to public office and/or association position, and for other reasons which are approved by the Board. Provision for one (1) year extension to be requested and approved by the Board. Increment credit for the remainder of the semester shall be allowed if one-half or more of the semester has expired. Salary shall be determined by placing the reinstated teacher on the salary schedule step held when leave was granted.
14. Sabbatical Leave - Teachers who have been employed for seven (7) years in the system may be granted an educational travel or study leave for a

period of one year. Upon application, and following the recommendation of the Superintendent to approve or not approve, the Board shall consider all applications and may grant said leave.

The teacher shall be considered to be in the employ of the Board and shall receive one-fourth (1/4) his/her full annual salary plus fringe benefits.

Sabbatical leave is given to professional personnel to permit them to improve their ability to render education service. Such service is usually achieved by formal study, research, and/or writing and travel. Applications for sabbatical leave for other types of experiences will be considered on their merits. Approval of a sabbatical leave shall be contingent upon securing an employee qualified to assume the applicant's duties. An employee on sabbatical leave may be required to furnish the Board with reasonable evidence (determined at time leave is granted) to determine that the employee is fulfilling the agreement and all other requirements of the leave.

Said teacher shall have obligation to the Board to teach for two (2) years in the Goodrich School System or reimburse the district for salary and costs of fringe benefits provided by the Board.

15. Leave of absence with pay, not chargeable against the teacher's illness and disability leave allowance shall be granted when a teacher is called for jury duty service, or before any court of competent jurisdiction. All jury duty pay and witness fees shall be turned over to the school district. It is understood that said teacher shall be at his/her teaching station when court is not in session. This leave is not to be used for self initiated cases.
16. Return Procedure:
 - a. Teachers on approved leaves of absence shall retain all credit towards leave, seniority and salary increments accrued prior to the beginning of the leave. No such credit shall accrue during any such leave except during a sabbatical leave.
 - b. Whenever possible, leaves of absence shall coincide with the semesters of the school year. A teacher returning from a leave of absence shall return to the same or similar position on the basis of seniority, certification and qualifications.
 - c. All teachers returning from leave shall be offered positions for which they are certified and qualified before any new teacher is assigned. A teacher not accepting a full time position for which he/she is certified and qualified will be deemed to have severed the employment relationship with the district.
 - d. A teacher on leave shall notify the Board, in writing, not less than forty-five (45) calendar days prior to the expiration of leave but in no case shall notification be later than April 1 whether he/she desires to return to employment, extend the leave or terminate employment. Teachers not conforming to this requirement may have their employment terminated. The Board shall notify the association Presi-

dent of non-conformance of the above requirement by any teacher. Action to terminate employment shall not be taken for a period of five (5) days after notice to the Association President.

- e. If a teacher has been employed for at least 46 working days of a semester, experience and salary credit for the semester will be allowed.
- f. No leave of absence shall be granted for a period of more than one (1) school year. The Board may grant an extension of the leave for an additional one (1) year at the request of the teacher.

ARTICLE XV - COMPENSATION AND BENEFITS

A. Salary Schedules

- 1. Increase each step of the 1988-89 schedule, 5% ,for 1989-90, 5%, and for 1990-91, 5½%.
- 2. Maintain 5.35% index for the duration of the agreement.

B. Credits must be taken after provisional certification has been received, and they must coincide with the teachers major and minor or related fields. Teachers shall provide temporary verification of additional hours during the first week of school. Verification will follow within 30 days with presentation of official transcripts.

C. A teacher shall receive an annual longevity payment of \$400 in addition to his/her annual regular salary beginning at the 12th year of experience. This amount shall be increased to \$600 at the beginning of the 15th year, and \$650 at the beginning of the 20th year. Said payments shall continue until retirement or termination. Each step will increase \$100.00 beginning 1989-90.

D. New teachers entering the system will be given full credit up to six (6) years of experience in any system effective September, 1974. This includes previous teaching experience in public and parochial schools, and military service.

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

Credit will also be given for teaching experience garnered while on layoff from the Goodrich Schools with the total credit given not to be more than 6 years.

E. Staff members who are eligible for advancement to the BA, BA+18, BA+30, MA, MA+18, MA+30 columns will be, upon proof of credits earned, placed on this column if proof is submitted within two weeks after the start of the school year. Courses taken toward the BA+30 column must receive prior approval from the respective Principal and the Superintendent. This clause to be effective September 1, 1976.

Staff members who become eligible at the start of the second semester

will be advanced to the next column upon proof of credits earned two weeks after the start of the second semester. Salary will be prorated from the beginning of the second semester.

- F. Teachers wishing to have 26 pays may do so via Credit Union deductions.
- G. Board of Education will pay 5% retirement on contract and extra-curricular salaries.
- H. The Board shall pay registration fees and mileage according to current Board Policy.
- I. Upon retirement or severance, and with 10 years of service in , the Board shall pay to the teacher \$25 for each accumulated sick day.

SALARY SCHEDULE

1988-89

	BA	BA+18	MA&BA+30	MA+18	MA+30
0	18,551	19,544	20,589	21,691	22,852
1	19,544	20,589	21,691	22,852	24,074
2	20,589	21,691	22,852	24,074	25,362
3	21,691	22,852	24,074	25,362	26,719
4	22,852	24,074	25,362	26,719	28,148
5	24,074	25,362	26,719	28,148	29,654
6	25,362	26,719	28,148	29,654	31,241
7	26,719	28,148	29,654	31,241	32,912
8	28,148	29,654	31,241	32,912	34,673
9	29,654	31,241	32,912	34,673	36,528
10	31,241	32,912	34,673	36,528	38,482

1989-90

	BA	BA+18	MA&BA+30	MA+18	MA+30
0	19,479	20,521	21,619	22,775	23,994
1	20,521	21,619	22,775	23,994	25,277
2	21,619	22,775	23,994	25,277	26,630
3	22,775	23,994	25,277	26,630	28,054
4	23,994	25,277	26,630	28,054	29,555
5	25,277	26,630	28,054	29,555	31,136
6	26,630	28,054	29,555	31,136	32,802
7	28,054	29,555	31,136	32,802	34,557
8	29,555	31,136	32,802	34,557	36,406
9	31,136	32,802	34,557	36,406	38,354
10	32,802	34,557	36,406	38,354	40,405

1990-91

	BA	BA+18	MA&BA+30	MA+18	MA+30
0	20,550	21,650	22,808	24,028	25,314
1	21,650	22,808	24,028	25,314	26,668
2	22,808	24,028	25,314	26,668	28,095
3	24,028	25,314	26,668	28,095	29,598
4	25,314	26,668	28,095	29,598	31,181
5	26,668	28,095	29,598	31,181	32,850
6	28,095	29,598	31,181	32,850	34,607
7	29,598	31,181	32,850	34,607	36,459
8	31,181	32,850	34,607	36,459	38,409
9	32,850	34,607	36,459	38,409	40,464
10	34,607	36,459	38,409	40,464	42,629

ARTICLE XVI - SUPPLEMENTAL SALARIES

Extra Duty Compensations:

- A. Hourly rate= -Contractual Salary-
1098

For professional work extended beyond 183 days.

Hourly substituting when substitute is not available.

Curriculum Committee member meetings outside the regularly scheduled work day.

- B. Hourly pay:

Driver Education - \$13.50 (1988-89), \$14.50 (1989-90, 1990-91)

Student Supervision - \$9.00 (1988-89), \$10.00 (1989-90, 1990-91)

Summer Courses - at least \$13.00 (1988-89), \$14.00 (1989-90, 1990-91)

Lunchroom supervision - \$6.00/¼ (1988-89), \$7.00/1/2 hr. (1989-90, 1990-91)

- C. Compensation for extra-duty assignment at athletic events shall be at the rate of \$6.00 per hour (1988-89), \$7.00 per hour. (1989-90, 1990-91)

- D. Athletic:

Placement on this schedule shall be determined by:

1. All past experience shall be counted.
2. If two or more teachers are assigned an extra-duty activity, each shall receive the percentage of pay listed.
3. If a teacher seeks and obtains the assistance of another teacher to share the assignment, the percentage of pay listed shall be shared.
4. Base for the 1988-89 year will remain at \$17,668. The base for the remainder of this agreement shall be the BA base for all bargaining unit members.

Years Experience	0	1	2	3	4
I. Football - Varsity					
Head	13%	14%	15%	16%	17%
Assistant	11%	12%	13%	14%	15%
II. Football - JV					
Head	7.5%	8.5%	9.5%	10.5%	11.5%
Assistant	5.5%	6.5%	7.5%	8.5%	9.5%
Football - Freshman	5.5%	6.5%	7.5%	8.5%	9.5%
III. Football - M.S.					
Head	3.5%	4.5%	5.5%	6.5%	7.5%
Assistant	2.5%	3.5%	4.5%	5.5%	6.5%

IV. Basketball Var. Head	13%	14%	15%	16%	17%
V. Basketball - J.V.	7.5%	8.5%	9.5%	10.5%	11.5%
Basketball - Freshman Boys and Girls	5.5%	6.5%	7.5%	8.5%	9.5%
VI. Basketball - M.S.	3.5%	4.5%	5.5%	6.5%	7.5%
VII. Basketball - Girls Varsity - Head	13%	14%	15%	16%	17%
VIII. Basketball - Girls J. V. Head	7.5%	8.5%	9.5%	10.5%	11.5%
IX. Basketball - Girls M.S. Head	3.5%	4.5%	5.5%	6.5%	7.5%
X. Basketball, Boys/Girls 5th & 6th Head	3%	4%	5%	6%	7%
XI. Baseball - Varsity Head	6%	7%	8%	9%	10%
XII. Baseball, JV Head	4%	5%	6%	7%	8%
XIII. Softball, Girls Head	6%	7%	8%	9%	10%
Softball, Girls JV	4%	5%	6%	7%	8%
XIV. Wrestling, Varsity Head	9%	10%	11%	12%	13%
XV. Wrestling, M.S. Head	5%	6%	7%	8%	9%
XVI. Track, Varsity Head	6%	7%	8%	9%	10%
Assistant	4%	5%	6%	7%	8%
XVII. Track, M.S. Head	3.5%	4.5%	5.5%	6.5%	7.5%
XVIII. Cross Country - Head	3%	4%	5%	6%	7%

XIX. Golf- Head	4%	5%	6%	7%	8%
XX. Hockey Head	8%	9%	10%	11%	12%
XXI. Cheerleading - Varsity - JV Football-Basketball-Girls Basketball - Wrestling Head	2%	3%	4%	5%	6%
XXII. Cheerleading - M.S. Football - M.S. Basketball Head	1.5%	2%	2.5%	3%	3.5%
XXIII. Volleyball-Girls Var.	5.5%	6.5%	7.5%	8.5%	9.5%
Volleyball-Girls JV	4%	5%	6%	7%	8%
Volleyball-M.S.	4%	5%	6%	7%	8%
XXIV. Tennis	3%	4%	5%	6%	7%

Base Percent	1988-89 \$17,668	1989-90 \$19,479	1990-91 \$20,550
1%	177	195	206
1.5%	265	292	308
2%	353	390	411
2.5%	442	487	514
3%	530	584	617
3.5%	618	682	719
4%	707	779	822
4.5%	795	877	925
5%	883	974	1,028
5.5%	972	1,071	1,130
6%	1,060	1,169	1,233
6.5%	1,148	1,266	1,336
7%	1,237	1,364	1,439
7.5%	1,325	1,461	1,541
8%	1,413	1,558	1,644
8.5%	1,502	1,656	1,747
9%	1,590	1,753	1,850
9.5%	1,678	1,851	1,952
10%	1,767	1,948	2,055
10.5%	1,855	2,045	2,158
11%	1,943	2,143	2,261
11.5%	2,032	2,240	2,363
12%	2,120	2,337	2,466
12.5%	2,209	2,435	2,569
13%	2,297	2,532	2,672
13.5%	2,385	2,630	2,774
14%	2,474	2,727	2,877
14.5%	2,562	2,824	2,980
15%	2,650	2,922	3,083
15.5%	2,739	3,019	3,185
16%	2,827	3,117	3,288
16.5%	2,915	3,214	3,391
17%	3,004	3,311	3,494

E.	Non-athletic	
	Class Sponsors:	
	6th and 7th grades	1%
	8th grade	1.5%
	9th and 10th grades	2%
	11th grade	2.5%
	12th grade	3.5%
	Play Director	3.5%

If after 4 weeks, the director and principal determine that the play will not be produced, the event will be cancelled. The payment for services will be prorated from the above stated percentage.

Debate, Forensic	3%
Instrumental Music	15%
Vocal Music	15%
Elementary Music	1.5%
Elementary Annual	2.5%
Driver Education Coordinator	\$200

ARTICLE XVII - FRINGE BENEFITS

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

- A. Health Insurance: The employee may elect full family MESSA SUPER-CARE I or Blue Cross/Blue Shield Four Point Plan protection for the employee and his/her eligible dependents including sponsored dependents as defined by the carrier and its underwriter. The Board will pay all deductibles and co-pays for SUPER CARE I.

EXCEPTIONS:

1. If a husband and wife are both employees of the district, either one may elect health insurance coverage.
 2. An employee shall be ineligible if covered by a spouse's employer paid health insurance.
 3. The Board shall provide each employee not taking health insurance a tax sheltered annuity of \$100 each month beginning February 3, 1989, or the first pay period of the second semester, providing at least 23 teachers enroll in the Board allowed plan. Annuity shall be paid by payroll deduction.
- B. Dental Insurance: The Board agrees to provide without cost to each bargaining unit member, MESSA Delta Dental Care Program for each member of the bargaining unit and his/her eligible dependents according to the following:
1. Employees who are covered as a dependent under an employer paid dental insurance plan shall have Plan C-05 (Class 1/11/111 at 50/50/50 with \$700 maximum) with internal and external coordination of benefits to 100%.

2. All other employees shall be covered by Plan E-007 (80/80/80 with \$1300 maximum).
- C. Life insurance: Term life insurance in the amount of \$30,000 beginning September 1, 1985 to August 31, 1986, then \$35,000 shall be enforce from September 1, 1986 to August 31, 1988, will be provided to the teacher with benefits payable to a designated beneficiary. Said policies shall include AD & D and waiver of premium coverage. Those employees not electing health insurance under provisions of this agreement shall receive an additional \$5,000 life insurance protection.
- D. Long Term Disability Insurance: The Board shall provide LTD insurance that includes benefits payable upon the 90th calendar day of disability at 66 2/3 percent of annual contractual salary with a maximum monthly payment of \$2,500, for 1988-89, \$3,000, for 1989-90 and 1990-91.

Offsets - Any amounts of income paid or payable to the insured employee under Workmen's Compensation, Teacher Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.

- E. Optical Insurance: Effective September 1, 1985, the Board shall provide without cost to the employee MESSA Vision Care Plan II including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by MESSA. Effective September 1, 1986, this policy will be changed to MESSA Vision Care Plan III including internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by MESSA. This coverage will continue in force for the duration of this agreement,
- F. General:
 1. There shall be an open enrollment period each year from September 1 - October 1. The Board shall provide insurance forms and applications to each employee upon employment. It shall be the employee's responsibility to return completed forms to the Central Office in compliance with designated deadlines for insurance to become effective.
 2. In the event an employee is terminated, goes on an unpaid leave, resigns, or qualifies for LTD during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. Coverage shall extend at least 30 days after one of the named events occurs. Effective February 1, 1990, coverage for Life, Dental and Vision shall extend for at least 90 days after the beginning of LTD. Coverage for Health only shall extend for 12 months after the beginning of LTD. All coverages shall terminate upon the death or retirement of the employee.
 3. An employee who completes his/her contractual obligation for the

school year shall be entitled to a full twelve months coverage.

4. A teacher may elect to continue fringe benefit coverage at the group rate to the extent allowable by the carrier.
- G. For teachers not electing the health insurance program, the Board will pay the cost of prescriptions not covered by other insurance upon the submission of the bills to central office.
- H. A special committee will be established to study alternatives to current health insurance in an effort to jointly seek cost containment. (It is understood that current coverages will remain in force.) A recommendation will be made prior to the expiration of this Agreement. There will be a commitment from the GEA and the Board to follow through with the committee recommendation.

ARTICLE XVIII - SCHOOL CALENDAR 1988-89

184	Teacher Days
180	Student Days
Aug.31	Teachers Report
Sept. 1	Teachers Report
Sept. 2-5	LaborDay Weekend-No School
Sept. 6	Students Report
Nov. 24-25	Thanksgiving-No School
Dec. 19-Jan.2	Christmas Vacation-No School
Jan.20	Work Day-No Students
Feb. 17-20	Mid-Winter Break
March 24-April 2	Easter Vacation - No School
May 29	-Memorial Day - No School
June 15	-Last Day Students (1/2 day)(A.M.)
June 16	-Last Day Teachers (1/2 day)(A.M.)

SCHOOL CALENDAR 1989-90

184	Teacher Days
180	Student Days
Aug. 30-31	Teachers Report
Sept. 4	LaborDay-No School
Sept. 5	Students Report
Nov. 23-24	Thanksgiving-No School
Dec. 22	Last Day before Christmas Vacation
Jan. 2	Return from Christmas Vacation
Jan. 19	Work Day-No Students
Feb. 16-19	Mid-winter Break
April 12	Last Day before Easter Vacation
April 23	School Resumes
May 28	Memorial Day- No School
June 7	Last Day Students
June 8	Last Day Teachers

SCHOOL CALENDAR 1990-91

184	Teacher Days
180	Student Days
Aug. 29-30	Teachers Report
Sept. 3	Labor Day-No School
Sept 4	Students Report
Nov. 22-23	Thanksgiving
Dec. 21	Last Day before Christmas Vacation
Jan. 2	School Resumes
Jan. 18	Work Day-No Students
Feb. 15-18	Mid-Winter Break
Mar. 28	Last Day before Easter Vacation
April 8	School Resumes
May 27	Memorial Day-No School
June 7	Last Day Students
June 8	Last Day Teachers

The high school students will be scheduled for three half-days of exams at the end of each semester. These will be full work days for teachers. The middle school and elementary students will have three half days scheduled during the school year, one of which is the last day of school. The other two will be scheduled at the building level. These will be full days of work for teachers.

If days of school are lost due to inclement weather that exceed the number allowed

by law or State Department of Education rules or that would trigger a loss of state aid, these days will be made up as follows:

- 1) The first day would be made up on the Monday of mid-winter break.
- 2) The second day would be made up on the Friday of mid-winter break.

Any remaining and/or subsequent days missed will then be added to the end of the negotiated school calendar, with no additional compensation for teachers. If further rescheduling is necessary, the teacher's work year will end at the same time as the student's year, provided all necessary school closing work has been completed by the teacher.

FACULTY PAYROLL DATES

1988-89	1989-90	1990-91
Sept. 2	Sept. 1	Aug. 31
Sept. 16	Sept. 15	Sept. 14
Sept. 30	Sept. 29	Sept. 28
Oct. 14	Oct. 13	Oct. 12
Oct. 28	Oct. 27	Oct. 26
Nov. 11	Nov. 10	Nov. 9
Nov. 23	Nov. 24	Nov. 23
Dec. 9	Dec. 8	Dec. 7
Dec. 23	Dec. 22	Dec. 21
Jan. 6	Jan. 5	Jan. 4
Jan. 20	Jan. 19	Jan. 18
Feb. 3	Feb. 2	Feb. 1
Feb. 17	Feb. 16	Feb. 15
Mar. 3	Mar. 2	Mar. 1
Mar. 17	Mar. 16	Mar. 15
Mar. 31	Mar. 30	Mar. 28
April 14	April 13	April 12
April 28	April 27	April 26
May 12	May 11	May 10
May 26	May 25	May 24
June 9	June 8	June 7

ARTICLE XIX - MISCELLANIOUS

- A. No Strike-No Lock Out -- Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of the Agreement.

1. Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike against the Board unless the Board fails to implement an arbitration award.
 2. Therefore, the Board agreed that it will not, during the period of this Agreement, directly or indirectly lock out any employees.
- B. Printing of Agreement - Copies of this agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board or considered for employment.
 - C. Any teacher involved with a student in the mainstreaming program or any other temporary placement of special education students, shall be permitted to participate in EPPC-IEPC of a student's program. Teachers shall be released for conferences held during the day.
 - D. The Board and the Association shall establish a joint committee composed of three (3) members selected by each for the purpose of reviewing experiences encountered by teachers during the year as a result of implementation of Special Education laws and regulations. The Committee's evaluation of the program shall be one of the considerations when determining the services and programs for the following school year.

ARTICLE XX - ENTIRE AGREEMENT - DURATION OF AGREEMENT

- A. Entire Agreement - This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by, the Board and the Association. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This agreement shall be effective as of September 1, 1988 and shall continue in effect for three (3) years until August 31, 1991. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Local 10 MEA/NEA (Goodrich Unit)

Goodrich Board of Education

by _____
Its President

by _____
Its President

by _____
Its Secretary

by _____
Its Vice President

by _____
PN Team Member

by _____
Its Secretary

by _____
PN Team Member

by _____
Its Treasurer

by _____
PN Team Member

by _____
Its Trustee

by _____
PN Team Member

by _____
Its Trustee

by _____
PN Team Member

by _____
Its Trustee

Dated this _____ day of _____, 19____.

Addendum of Understanding

between

Goodrich Area Schools

and

Local 10/MEA/NEA, Goodrich Unit

The following constitutes the agreement between the two parties of the extra-duty salary for positions indicated below, which are not a part of the current Master Agreement.

This addendum will be in effect for the duration of the 1988-91 contract.

French Club	2%
National Honor Society	2.5%
Newspaper	1.5%
Ski Club H/S	2%
Yearbook H/S	4%
Pom Pon	2%
Ski Club M/S	2%
Yearbook M/S	2.5%

For Goodrich Schools

For Local 10 MEA/NEA, Goodrich Unit

