

Teachers

GODFREY-LEE PUBLIC SCHOOLS

MASTER AGREEMENT

BETWEEN THE

GODFREY-LEE SCHOOL DISTRICT

AND

KENT COUNTY EDUCATION

ASSOCIATION

MEA - NEA

2023 - 2026

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PREAMBLE

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

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

WITNESSETH:

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

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

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

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

The above is not subject to the grievance procedure.

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

ARTICLE I RECOGNITION

A. CERTIFICATION:

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

B. THE UNIT:

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

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

C. EXCLUDED FROM THE UNIT:

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

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

D. NEW POSITIONS:

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

E. MUTUAL CONSENT:

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

**ARTICLE II
BOARD RIGHTS**

A. AUTHORITY:

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

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

B. RESPONSIBILITIES:

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

**ARTICLE III
ASSOCIATION AND TEACHER RIGHTS**

A. ACT 379 OF 1965:

Pursuant to the Michigan Public Employment Act, The Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes

and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason their membership in the association, their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment provided that none of the activities is in violation of Article XVIII of this agreement.

B. SCHOOL LAWS:

Nothing contained herein shall be construed to deny or restrict to any teacher, rights 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 by law.

C. USE OF BUILDINGS:

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

D. LOCAL ASSOCIATION BUSINESS:

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

E. USE OF EQUIPMENT:

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

F. BULLETIN BOARDS:

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

G. INFORMATION:

The Board agrees to furnish to the Local Association in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Local Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers together with information which may be necessary for the Local Association to process any grievance or complaint.

H. LOCAL ASSOCIATION INPUT:

The Board, as its prerogative, may consult with the Local Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under

consideration and the Local Association may have opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

I. CITIZENSHIP:

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

J. CIVIL RIGHTS:

The parties agree not to discriminate against employees on the basis of any protected category as required by the law.

K. OTHER ORGANIZATIONS:

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

L. BOARD MEETING AGENDA:

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

M. FREEDOM OF INFORMATION ACT:

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

1. Notify the affected employee(s) orally within 24 hours and then in writing who are subject to the FOIA request.
2. Release to the employee(s), names of all those requesting the FOIA documents.
3. Allow the employee(s) and or the Association to review said documents or files before releasing any information or documents.
4. Exclude from the FOIA request response all materials not timely or inappropriate and information excluded under federal and state laws.
5. The Board of Education and or its representatives should take the full legal timeline as permitted under the law to comply with the FOIA request.

N. PERSONNEL FILE

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

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

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

O. WORK PERFORMANCE:

The District will comply with sections 1248 and 1249 of the Michigan Revised School Code.

P. COMPLAINTS:

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

Q. SUBJECT TO GRIEVANCE:

An alleged violation of the evaluation procedure as set forth under Revised School Code 1248 and 1249 may be grieved.

R. REPRESENTATION:

A teacher shall have the opportunity to request a representative of the Local Association be present at the meeting for any discussion that could in any way result in discipline. Prior to any meeting, the teacher will be informed of the subject matter of the interview. Following such disclosure, the teacher may request a pre-interview conference with a representative of the Local Association.

S. TEACHER DUE PROCESS:

No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without due process as defined in the tenure codes.

T. TERMINATION:

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

U. PAYROLL DEDUCTIONS:

Upon the effective date of HB 4233 of 2023, the District shall deduct GLEA/MEA/NEA dues from the pay of those members choosing this option.

**ARTICLE IV
WORK YEAR - WEEK - DAY**

A. THE WORK YEAR:

1. The school calendar for all teachers shall consist of no more than 187 total work days for new teachers under contract and no more than 185 total work days for teachers employed the previous year, of which no more than 180 will be student instruction days for each school year.
2. The 187 and 185 total work day limitations may be waived by mutual consent for high school teachers in a non-standard teaching day assignment Article IV, Paragraph B (c) (i).

3. Adult Education will follow a calendar which will meet the state requirement for instructional hours for Adult Education.

B. WORK HOURS FOR K-12 CLASSROOM TEACHERS:

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

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

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

- e. When a teacher is assigned, by mutual consent, to curriculum, instruction, or assessment-related duties not necessarily involving student contact time, the teacher's contract shall not be reduced as long as the teacher is performing those duties.
2. Standard Teaching Day Starting/Ending Times
 - a. The standard teaching day shall begin 10 minutes prior to the school day starting and end 10 minutes after the school day ends (Monday through Friday).
 - b. The limitation may be waived for curriculum study committees but will not exceed beyond 1 hour without compensation.
 - c. The limitation may also be waived for faculty meetings with extended meetings not to exceed nine (9) per school year. Notification of such extension shall be given at least four (4) days prior to an extended meeting except in cases of emergency as judged by the Superintendent.
 - d. The principal will make provisions for teachers on non-standard teaching day assignments to make-up missed faculty meetings at the earliest date and time convenient for both.
 - e. Except for non-standard teaching day assignments, teachers may leave 10 minutes after the end of school on Monday through Friday providing they do not have commitments such as faculty meetings, student appointments, parent-teacher conferences, or other necessary meetings, which may be scheduled by the administration. Teachers who have school-sponsored night time responsibilities may leave at the conclusion of the regular classroom day with permission of the principal.
 - f. The time between the end of the student day and end of the teacher work day shall be made available for students requesting additional help, contacting parents, completing assignments, taking quizzes or tests, or directed to remain after school for disciplinary purposes, except on days when required to attend faculty meetings.
 3. Planning/Preparation Time
 - a. Elementary teachers will be provided one (1) fifteen-minute relief period each day. Whenever possible, teachers shall only have playground duty on days they have a specials class. At the discretion of the Superintendent or Principal, the fifteen (15) minute relief periods may be waived on days of inclement weather when children cannot go out for recess. Teacher's relief period shall then be alternated so one teacher can supervise and be responsible for a given number of rooms as mutually agreed upon between the teachers and Principal.
 - b. All teachers will be provided with no less than 300 minutes per week of time for preparation and planning. Of the 300 minutes per week, 240 minutes are unassigned time for preparation and planning in blocks of time no less than 30 minutes. Up to 60 minutes per week may be used for school-related meetings (e.g., Teacher/Admin conferencing, IEPs, 504 meetings, etc.). Should these meetings exceed more than 18 planning periods per semester or two per week, the teacher will be compensated at the pro-rated curriculum rate. If there is additional relief in the schedule due to additional specials time, preparation time shall be increased accordingly. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
 4. Teachers of elementary music, art, physical education, reading consultants, and special education teachers shall be provided with relief and preparation time to the same ratio as other elementary teachers in the district.
 5. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of any deviation, the matter may be processed through the negotiation procedure.
 6. Supply Teaching Compensation:
 - a. Any teacher may accept or reject supply teaching at the rate of 0.07% of BA Step 1 per hour (curriculum rate) provided they do not have conflicting assignments for the class periods concerned. Teachers are to be employed in this supply capacity only when it is impossible to secure a regular substitute teacher. When and if assemblies, building parties, or other special activities are scheduled by the Administration, the compensation for special classes, which do not meet during such hours, shall be waived.

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

- b. In lieu of compensation as a supply teacher, an individual teacher may accrue compensatory time. The program is voluntary. The individual teacher during the first week of school will inform their principal as to their willingness to participate in the program. Teachers who indicate their willingness to participate in this program must remain with the program during the course of the school year. Compensatory time is not to be taken the first day before or the first day after a vacation (a vacation is defined as Labor Day, Thanksgiving Break, Winter Break, Mid-Winter Break, Spring Break or Memorial Day). Compensatory time may be taken the day before or after a holiday or other break, limited to two (2) teachers per building on any day before or after a holiday or other break period. Compensatory time is limited to two (2) days per year. An individual who has accumulated two (2) days of time will automatically revert to the hourly pay rate. If a teacher is asked to cover another class during their class time, such coverage will be counted as one (1) hour of compensatory time. Compensatory time must be used prior to the last week of the school year. Six (6) hours of supply teaching will constitute one (1) day of compensatory leave, which is not deducted from normal leave days. Teachers must accumulate six (6) hours to be eligible for compensatory leave. All supply hours are to be accumulated by May 24. Teachers with less than necessary six (6) hours will be paid the hourly rate.
7. For specified extra duty assignments not provided for in any other extra duty pay schedule, a teacher shall be entitled to additional compensation as hereinafter set forth. The teacher shall be paid for any time spent beyond the six (6) period teaching day for services rendered in conducting conferences, staff meetings that extend beyond 3:20 P.M. of any school day and attendance at any function where school representation is required. Determination of the additional compensation shall be at an hourly rate of 0.075% of BA Step 1 or fraction thereof for teachers (fraction of hours on 1/4 hour intervals). Additional salary amounts due teachers under this provision will be certified by the building Principal and be allowed to accumulate to be paid two (2) times per year - at the end of the first semester/trimester and the close of school in June.
 8. A teacher engaged during the school day in negotiating on behalf of the Association with any member(s) of the Board or participating in the grievance procedure, by mutual agreement between the Association and the Board shall be released from regular duties without loss of salary. This shall not be construed to include negotiation of a contract or master agreement.

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

1. The conditions listed above in B, 2-8 shall apply.
2. Work hours, with one half-hour lunch of the standard teaching day or its equivalent shall be assigned by the Administration to each non-classroom teacher. Non-classroom teachers may leave 10 minutes after the standard teaching day ends providing they do not have commitments such as faculty meetings, student appointments, parent-teacher conferences, or any other necessary meetings, which may be scheduled by the Administration.

D. OVERLOAD ASSIGNMENTS:

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

E. COUNSELORS AND LIBRARIAN:

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

ARTICLE V TEACHING CONDITIONS

A. CLASS SIZE:

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

With the exception of secondary instrumental and vocal music, and physical education it is agreed that class size will be limited to:

- i. 26 students in Kindergarten
- ii. 27 students in 1st – 2nd Grades
- iii. 30 students in 3rd – 5th Grades
- iv. 31 students in 6th – 8th Grades
- v. 32 students in 9th – 12th Grades
- vi. 35 students in Elementary Specials

Elementary Classroom Teacher

The teacher will be compensated at \$300 for every full time student over the class size limit for each semester the student is enrolled. Class size will be determined by student attendance count taken two weeks after the start of each semester.

Elementary Specials Teacher

The teacher will be compensated at \$60 for every full time student over the class size limit for each semester the student is enrolled. Class size will be determined by student attendance count taken two weeks after the start of each semester.

Secondary Classroom Teacher

(Secondary is defined to encompass grades 6-12)

The teacher will be compensated at \$60 for every full time student over the class size limit for each semester the student is enrolled. Class size will be determined by student attendance count taken two weeks after the start of each semester.

Overage pay will not be paid to any teacher for times when there is an assigned classroom co-teacher present for a minimum of thirty consecutive minutes on a regular basis. One to One student support will not count against student overage. In these circumstances, the overage pay for class size overload shall be prorated according to the length of time a co-teacher is assigned to the classroom. In order for payment, the teacher must submit documentation (class roster) to the building principal within 5 business days after the semester in which the overload occurred.

The counselor student ratio shall not exceed 1-300. The counselor student ratio of 1-300 will be waived for the duration of this contract. The district will take measures to assist counselors with their responsibilities to students for academic and social and emotional supports.

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

change in contract language it will be brought to the Board and Association to request a deviation to the collective bargaining agreements.

2. Libraries will be available for student use during student attendance days of the school year.
3. Special Education classes shall not exceed the rules and regulations established by the state-approved Kent County Special Education plan.

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

4. The form for excess class sizes is contained in Appendix B3. Copies shall be available at each principal's office.

B. MATERIALS:

The Board recognizes that appropriate texts, materials, and supplies are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. Efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific, and social development of the United States. The Board agrees at all times to keep the school reasonably equipped and maintained.

C. LIBRARY:

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

D. DUPLICATION:

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

E. FACILITIES:

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

F. TELEPHONES:

Telephones shall be made available to teachers for their professional use, including a telephone in each building teachers' lounge.

G. VENDING MACHINES:

Upon the request of the Local Association, vending machines shall be installed in the Teacher's lounge and lunchroom areas. The proceeds from all such machines shall be utilized for lounge consumables (not to be used to furnish the teachers' lounge), instructional purchases, or scholarships as determined by the Local Association.

H. PARKING:

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

I. UNSAFE CONDITIONS:

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

J. REPORTS TO PARENTS:

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

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

K. MEETINGS:

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

**ARTICLE VI
QUALIFICATIONS AND ASSIGNMENTS**

A. EXTRACURRICULAR:

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

B. MENTOR TEACHER:

The parties recognize the requirements of the School Code (MCLA 380.1526) to provide a mentor teacher as a mentor to a probationary teacher during their first three (3) years of employment.

1. Selection - A mentor teacher shall be selected after consultation with and input of the GLEA President or President's designee by the Principal or Assistant Principal where the probationary teacher is stationed. No teacher shall be forced to accept this position.

2. Revocation - Should the mentor teacher or the assigned teacher feel that they wish to revoke this relationship; they may ask the building principal and/or the GLEA to sever the relationship. If this relationship is severed, a new mentor teacher will be assigned in accordance with paragraph #1 above.
3. Confidentiality - The mentor teacher shall not be used by the Board or the Association as a witness or in any other manner in disciplinary actions against an assigned teacher, nor, shall the mentor teacher have a formal or informal role in the written evaluation process of the assigned teacher. The relationship between the mentor teacher and the mentee shall only be advisory in nature.
4. Compensation - The mentor teacher shall receive compensation annually (equal to 2% of the BA base salary for up to 3 years of a probationary teacher)
5. Role – The mentor teacher is to first and foremost guide and support the probationary teacher in developing their knowledge and craft through feedback and reflection, in alignment with the district's mission. Strategies to do so will include a cycle of discussing instructional challenges, planning lessons, analyzing student data and work to inform instruction, and observing the probationary teacher while teaching. In addition, a mentor teacher will assist the probationary teacher in acclimating to the school's structures, staff, and systems.
6. Duties – The duties of the mentor teacher shall include, but not be limited to:
 - a. Fulfill the role of a mentor teacher utilizing the strategies listed above in Article VI, Paragraph B (5).
 - b. Mentors and mentees shall complete a total of twenty-seven (27) hours of contact time throughout the course of the school year. A minimum of ten (10) hours must be completed each semester in a variety of contexts including, but not limited to, in-class observations, before/after school meetings, mentor training, and district-sponsored mentor/mentee professional development.
 - c. Mentor teachers shall meet with the district administrator overseeing the mentoring program or participate in another designated program for one (1) hour of meeting time per year for the purpose of mentor training and reviewing mentor expectations.
 - d. A detailed log of activities and/or meetings including, but not limited to, the date, time, duration, purpose, and focus of each meeting/activity (using the form in Appendix B3 of this agreement) must be submitted before payment is issued.
 - e. Additional duties may be added only with the mutual agreement of the Board of Education and the GLEA.

Mentors for any new hire that has previously achieved tenure status at a public school district in the state of Michigan will be compensated at a rate of \$150 for the first year of the new hire's employment.

ARTICLE VII VACANCIES, PROMOTIONS, TRANSFERS AND LAYOFFS

A. TRANSFERS:

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

B. POSTING:

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

C. TRANSFERS OUT OF UNIT:

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

D. BOARD POLICIES

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

E. SENIORITY:

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

F. WAGES AND BENEFITS:

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

G. ADDRESS:

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

H. REPORTING DATE:

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

I. NOTICE:

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

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

**ARTICLE VIII
LEAVE DAY POLICY**

All leaves are considered as time off for the reasons stated. In the event that a pattern of leave usage indicates the potential for misuse of leave, the district may request a meeting with the employee to review the reasons for absences. In the event that potential misuse of leave continues, the district has the authority to request documentation of the need for the leave used (doctor's notes, etc.). Any employee who willfully violates or

misuses this policy, or who misrepresents any statement or condition under this policy may be subject to disciplinary action.

A. LEAVE DAYS - NOT DEDUCTIBLE:

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

1. Funerals of Immediate Family Members

Up to a total of three (3) days of leave shall be granted to arrangements for and attend the funeral the funeral of immediate family members (spouse or those who stand in their stead, parents, grandparents, parents-in-law, grandparents-in-law, children, foster children, grandchildren, or others as approved by the Superintendent or designee).

2. Jury Duty:

Leave for jury duty is allowable. The Board will pay the teacher the difference between the jury duty pay and the teacher's regular salary.

3. Court Appearances:

- a. When subpoenaed as a witness in school related activities.
- b. When subpoenaed as a witness or when necessary to be in court as a victim.
- c. The first two (2) days of a court appearance must be taken as personal leave days (if available).

4. Absence Due to Injury or Illness:

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

5. Selective Service Physical Examination:

Such time as required.

6. Administrative Requests:

Attending any function when so requested by the Administration.

7. Professional Observation:

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

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

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

8. Conferences:

Pre-approved expenses, such as, but not limited to registration, mileage, food, and/or hotel, for attendance at conferences will be reimbursed. Permission to attend a conference is subject to the approval of the building principal and requests to attend these conferences are to be presented to the principal at least four (4) days in advance of planned attendance.

B. LEAVE DAYS - DEDUCTIBLE:

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

1. Illness or Disability:

The teacher may use all or any portion of their leave to recover from their own illness or disability or to care for members of the immediate family (spouse, or those who stand in their stead, parents, grandparents, parents-in-law, grandparents-in-law, children, foster children, grandchildren, or others as approved by the Superintendent or designee). The Superintendent may, at their discretion, demand a doctor's statement certifying the beginning period and end period of illness and/or physical disability if the teacher is absent more than two (2) consecutive days.

2. Funerals:

Up to four (4) days annually may be used for funerals of relatives not living in the teacher's household. Up to one (1) day annually may be used to attend funerals for other deaths. At the discretion of the Superintendent, deductible days may also be granted beyond the three (3) not-deductible days granted in Article VIII, Paragraph A(1).

3. Medical Care or Nursing Care:

The teacher may use up to four (4) days annually to make arrangements for medical or nursing care for a member of one's immediate family or household (spouse or those who stand in their stead, parents, grandparents, parents-in-law, grandparents-in-law, children, foster children, grandchildren, or others as approved by the Superintendent or designee).

4. Doctor's Appointments:

The teacher may use leave days for doctor's appointments with prior permission of that teacher's building principal. The teachers may use leave days (in half-day increments) for doctor's appointments. The teacher may leave early or arrive late for doctor's appointments with prior permission of that teacher's building principal.

5. Personal Leave Days:

a. The teacher may use up to two (2) days annually for personal leave subject to the following conditions.

1. Teachers desiring to use such leave shall notify their building principal at least four (4) working days in advance of the anticipated absence, except in case of emergency, in such case the teacher shall notify as soon as possible. The notification by the teacher shall be given to the teacher's building principal. Such leave shall not to be granted for more than three (3) staff members of any building level on the same day. If more than three staff members apply, leave will be granted on the basis of the earliest requests.

2. Such leave is not to be used for other compensated work. Such leave will not be granted or used for the first or last day of the school year nor the last working day preceding or the first day following a vacation period as defined in Article IV, Paragraph B(6)(b). (Exceptions: Graduation exercises for the teacher, spouse, or children; honors convocation honoring the teacher and/or military departure of children).

b. Bargaining unit members may carry over one (1) unused personal day per school year; however no member shall accumulate more than a total of three (3) personal days in a given year. Personal leave consisting of four or more consecutive workdays must be approved by the Superintendent.

6. Adoption Leave:

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

C. LEAVE DAYS - RECORD:

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

D. SICK LEAVE DONATION:

1. Donating Days:

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

2. Request for Donation:

Staff that have exhausted their leave accumulation due to a documented personal or family medical issue that occurred during the current school year may contact the Association in writing to begin the donation process when they have five (5) total days or less. Staff may submit a doctor's note to the district and the Association to begin the process prior to have five (5) total days or less. Staff may request a donation of days once per calendar year unless otherwise agreed upon by the district and the Association in the event of serious illness.

E. REPORTING TIME:

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

F. MEDICAL LEAVES OF ABSENCE WITHOUT PAY:

A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available may be granted a leave of absence without pay by the Board. Said teacher must return to work by the beginning day of the next semester/trimester or must remain on leave until the first day of the subsequent semester/trimester. The reemployment of a teacher on such leave is dependent upon physical examination by a doctor of the Board's choice, at the Board's expense, indicating the complete recovery from such illness or disability as it applies to a teaching position. For leaves of a longer duration said teacher's rehiring will be dependent upon doctor's statement (as above) and position availability.

If an employee is not eligible for the MESSA Medical Waiver, insurance benefits shall fully continue until the employee is able to return to work. Such benefits shall continue to remain in effect to the extent available through the contracted insurance agent.

G. ASSOCIATION LEAVE DAYS:

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

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

H. NO REIMBURSEMENT:

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

I. GRANTING OF LEAVE:

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

**ARTICLE IX
SABBATICAL LEAVE**

A. PURPOSE:

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

B. ELIGIBILITY:

1. An applicant must possess a Michigan Life, Permanent, Professional Education, or Continuing Certificate and must have accrued seven consecutive, full years of teaching service in the Godfrey-Lee Public Schools District.
2. Applicants shall not have received a Sabbatical Leave during the seven (7) years immediately preceding any application.
3. Each applicant must agree to return to service in the Godfrey-Lee Public School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three (3) years or there is a mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to them during Sabbatical Leave determined by the fraction of the three (3) years not served following the leave. Such Promissory Note shall include an interest percent factor based on the prime rate

plus two per cent (2%) at the time of signing agreement for leave. Note: This includes cost of benefits.

C. APPLICATION:

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

D. SELECTION:

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

E. COMPENSATION:

1. While on Sabbatical leave a teacher shall receive 50% of their teaching salary for the time involved.
2. A teacher shall receive all related fringe benefits as provided for teachers by the Board of Education.
3. The teacher is responsible to notify the business office of the place in which the payroll check shall be addressed while they are on leave. Checks will be mailed to that address on or before regular paydays.

F. MISCELLANEOUS ADMINISTRATIVE PROVISIONS:

1. Sabbatical leave may be for a portion of the year but may not exceed a full school year. The leave may be taken in semester/trimester increments, not to exceed a full school year.

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

ARTICLE X UNPAID LEAVE OF ABSENCE

A. EXCHANGE TEACHING:

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

B. STUDY:

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

C. MILITARY:

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

D. ASSOCIATION OFFICER:

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

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

E. PUBLIC OFFICE:

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

F. CHILD CARE LEAVE:

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

G. CAREER EXPLORATION LEAVE:

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

H. TIMELY NOTICE OF ANTICIPATED RETURN TO WORK

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

**ARTICLE XI
ACADEMIC FREEDOM**

A. FREEDOM:

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

B. CONTROVERSIAL ISSUES:

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

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

The study of controversial issues is objective and scholarly with a minimum emphasis on opinion. The teacher must approach controversial issues in the classroom in an impartial and unprejudiced manner and must refrain from using their classroom privileges and prestige to promote a partisan point of view. Good teaching of subjects containing controversial issues requires more skill than most other kinds of teaching and as far as possible, only

teachers of broad experience and superior ability are to be assigned a subject in which a large body of the material involves controversy.

ARTICLE XII PROFESSIONAL BEHAVIOR

A. RULES:

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

B. VIOLATIONS:

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

C. DRESS:

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

ARTICLE XIII TRANSFERABLE PROFESSIONAL EXPERIENCE

A. OUTSIDE TEACHING EXPERIENCE:

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

B. GODFREY-LEE EXPERIENCE:

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

ARTICLE XIV MAINTENANCE OF STANDARDS

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

ARTICLE XV CONTINUITY OF OPERATION

A. During the terms of this Agreement, neither the Association nor any person acting in its behalf nor any individual teacher will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from their position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Godfrey-Lee Public Schools.

- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- C. In the event either the Association or any teacher(s), or both, violate the intent of this Article, the Association shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any teacher involved in the violation of this Article may be subject to disciplinary action. Nothing contained in this Article or action taken by the Board as a result of the violation of this Article shall be subject to the grievance procedure except to determine if there in fact was an actual violation of this Article by a teacher, group of teachers and/or Association.
- D. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to these conditions, teachers shall not be required to report for duty.

ARTICLE XVI PROFESSIONAL COMPENSATION

A. SALARY:

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

B. CALENDAR:

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

C. HOURLY RATE:

A teacher's hourly rate is to be determined by dividing their annual salary by the number of hours they teach per day, times the number of days which they are contracted. (All teachers: 185 days).

D. EXTRACURRICULAR:

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

E. TRAVEL:

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

F. SALARY PAYMENTS:

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

G. TUITION PAYMENTS:

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

- 1. For reimbursement, the course must be in a subject required to earn a graduate-level degree. The course must be offered through an accredited college or university.

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

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

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

H. OTHER DEDUCTIONS:

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

I. DIRECT DEPOSIT:

Direct deposits will be made available to any bank or credit union. A copy of the paycheck stub will be available electronically through the District's website.

J. PROFESSIONAL DEVELOPMENT:

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

**ARTICLE XVII
INSURANCE PROTECTION**

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

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

MESSA medical plans will be available to members inclusive of medical premium and Health Equity (HEQ) Health Savings Account (HSA) funding described below for each medical benefit plan coverage year. The annual employee-paid amounts toward the total cost of these plans shall adjust at the beginning of each medical benefit plan coverage year, to the maximum hard cap payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts for four (4) months, from the employee's first monthly paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

1. Employees who enroll in a MESSA ABC plan shall have the option to elect some of the employer cap contribution into their HEQ HSA. The amount elected for this shall be determined by the employee each year and the employer contribution shall be made on January 1 of that school year.

The remainder of the total annual employer hard cap contribution shall be paid towards the cost of the MESSA medical plan premium. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.
2. Employees who enroll in a Choices or ABC plan shall have all of the employer hard cap contribution paid towards the MESSA medical plan premium.
3. Employees enrolled in Essentials by MESSA plan shall have all of the employer hard cap contribution paid towards the Essentials by MESSA medical plan premium. Should the premium be below the hard cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. The difference in hard cap amount and premium will be paid in bi weekly amounts in an HSA or if not allowed, in a 403B or 457.
4. The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's each paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
5. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.
6. For the 2024 medical benefit plan coverage year, employees shall have the following MESSA medical plans available in MESSA plans:
 - a. MESSA Choices, \$500/1,000 annual deductible, 20 OV/25 UC/50 ER Saver Rx,
 - b. MESSA ABC Plan 1, \$1600/\$3200 annual deductible, ABC Rx (5 tier), with HEQ
 - c. MESSA Balance Plus, \$1600/\$3200 annual deductible, MESSA Balance Plus Rx with HEQ 20% coins, with supplemental plan (accident, critical illness, hospital)
 - d. Essentials by MESSA , \$375/750 annual deductible, 10 online, 25 OC, 50 Spec/50 UC/ 200 ER 20% Co Insurance, EbM Rx
7. The parties understand that in the event that the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
8. All employees enrolled in health care plan describe above shall be fully employer paid for the PAK benefits listed below:
 - a. MESSA Life Insurance (\$45,000/AD and D)
 - b. MESSA LTD (90 CDMF 66 2/3% Max 5,000 family)
 - c. MESSA/Delta Dental Plan (100/100/90/80 \$3,000 annual max 4000 ortho AO, sealants)
 - d. MESSA/Vision Service Plan (MESSA Vision Preferred)
9. Those employees not electing Health Benefits shall receive \$6,000 cash in lieu in equal monthly amounts. All other non-medical MESSA PAK benefits described in Paragraph 8 shall be fully employer paid and provided to all employees in the bargaining unit.
10. Part-time teachers, (50% or above) are eligible to elect the option described in Paragraph 6 above (medical insurance option), prorated according to the part of the day taught. Or part-time teachers, (50% or above) are also eligible to select the option described in paragraph 9 above (cash-in-lieu option) with non-medical premium fully paid. The amount

of money paid into the cash option for part-time teachers selecting this option will be pro-rated according to the percentage of the day taught.

11. Insurance benefits shall fall under the MESSA Medical Waiver program. In the event that the employee is not eligible for the MESSA Medical Waiver Program, insurance benefits through the contracted insurance agent shall fully continue until the employee is able to return to work, goes on permanent disability, or terminates their employment.

B. EXHAUSTED SICK LEAVE:

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

C. PAYMENT OF PREMIUMS:

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

D. ADDITIONAL GROUP LIFE INSURANCE:

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

**ARTICLE XVIII
STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. RESPONSIBILITY:

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board may take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

Administrative support and effective instructional practices walk hand in hand with providing students a quality instructional environment. Building administrators shall make every effort to support staff members in the establishment of a learning environment that is conducive to providing effective instruction and ancillary services. Staff who are acting within the scope of their employment responsibilities with respect to maintaining control and discipline of students shall be given support and assistance by administration. Continued efforts will be made to assure staff that they can provide a quality learning environment for all students.

Names of all building personnel who are certified in Crisis Prevention Intervention (or a similar program) will be provided to certified staff at the beginning of each school year. Each worksite shall have the procedures communicated to all employees.

B. INTEREST:

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

C. EXCLUSION:

A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom

intolerable. In such cases, the teacher will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing. Students sent to the office are to be accompanied to the office.

D. ASSAULT:

Any case of assault (causing or attempting to cause physical harm through force or violence) upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

As defined in state law, an employee may use reasonable force to protect themselves from attack or prevent injury to any individual. As determined by the administrator, a certified staff member who is assaulted may be excused for the remainder of the day with pay without the utilization of sick or personal time for that day.

E. LEGAL COUNSEL:

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

F. TIME LOST:

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

G. LOSS OF PERSONAL PROPERTY:

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

H. COMPLAINTS FROM PARENTS:

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

I. EXPULSION:

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

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

**ARTICLE XIX
DISTRICT/SCHOOL IMPROVEMENT TEAM**

The D/SIT shall meet after school hours as necessary during the regular school year and advise the Board of Education on such matters as teaching techniques, courses of study, textbooks, pupil testing and evaluation,

criteria for student promotion, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters.

ARTICLE XX PROFESSIONAL GRIEVANCE PROCEDURE

A. AGENT:

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

B. THE PROCEDURE GOVERNING GRIEVANCES:

Will be as follows:

1. Definitions:

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

2. Purpose:

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

3. Structure:

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

4. Procedure:

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

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

The teacher has at their disposal three (3) procedures for handling their grievance: 1) they may proceed to process the grievance by their self, 2) with the Association agent, 3) they may elect to have the Association agent confer for them.

a. Level One - Oral - Immediate Supervisor:

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

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

b. Level Two - Written - Immediate Supervisor:

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

The written grievance must include:

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

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

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

c. Level Three - Superintendent:

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

d. Level Four - Board:

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

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

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

e. Level Five - Arbitration:

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

C. CLASS OR GROUP GRIEVANCES:

1. Definition:

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

2. Structure:

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

3. Procedure:

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

a. Level One - Oral - Superintendent

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

The oral discussion must include:

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

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

b. Level Two - Written - Superintendent

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

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

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

c. Level Three - Board

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

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

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

d. Level Four - Arbitration

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

D. AUTHORITY:

If any aggrieved for whom a grievance is sustained shall be found to have been improperly reprimanded, improperly deprived of a position or unjustly discharged, the arbitrator will have authority to reinstate the teacher

with full reimbursement for all lost compensation. The costs of any arbitration under this Article shall be shared equally by the Board and the Association.

E. OTHER REMEDIES:

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

F. TIME LIMITS:

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

G. MAY 1:

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

H. MISCELLANEOUS:

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

**ARTICLE XXI
NEGOTIATION PROCEDURE**

A. DISCUSSIONS:

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

B. SALARY SCHEDULES:

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

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed

without ratification by a majority of the teachers and by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

ARTICLE XXII PART-TIME CONTRACTS

A. TIME OF DAY ALLOWED TO LEAVE:

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

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

B. CONDITIONS OF CONTRACT:

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

C. LEAVE DAYS:

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

D. OTHER:

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

E. SALARY:

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

F. BENEFITS:

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

**ARTICLE XXIII
MISCELLANEOUS PROVISIONS**

A. FULL AGREEMENT:

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

B. INDIVIDUAL CONTRACT:

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

C. BOARD POLICY:

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

D. INTELLECTUAL RIGHTS:

All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material created outside the scope of employment shall retain residual rights should they be copy-written or sold.

E. CONTRARY TO LAW:

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

F. BOARD MINUTES:

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

**ARTICLE XXIV
RESIGNATION/RETIREMENT**

A. NOTIFICATION:

Notification of resignation or retirement must be filed with the Superintendent prior to April 1 of each year. For early retirement notification, a one-time amount of \$1,500 shall be paid upon effective retirement to Association members who submit a letter of resignation for retirement purposes as follows:

DESIRED DATE OF RETIREMENT	LETTER OF RESIGNATION DATE
End of School Year	February 1 st of that School year
Other	Four (4) months prior to the date of retirement

B. UNUSED LEAVE DAYS – K-12:

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

If a teacher with fifteen (15) years of service or more notifies the District of their intent to retire by April 15 of their final year of employment, the teacher will be compensated for unused sick leave up to 300 days as follows:

- \$40 per day for those having accumulated 50-99 sick leave days
- \$50 per day for those having accumulated 100-150 sick leave days
- \$60 per day for those having accumulated 151-200 sick leave days
- \$70 per day for those having accumulated 201-300 sick leave days

C. TERMINATION PAY:

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

D. HOLD HARMLESS:

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

**ARTICLE XXV
DURATION OF THE CONTRACT**

This agreement shall be effective as of August 1st, 2023 and shall continue in effect until the 31st day of July, 2026. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. All items herein considered and agreed upon shall be effective for the duration of this agreement. All MOUs and LOAs are considered null and void unless they were added to this CBA. No other items shall be negotiated except by mutual agreement by the Board of Education and the Association.

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

GODFREY-LEE PUBLIC SCHOOLS
BOARD OF EDUCATION

GODFREY-LEE PUBLIC SCHOOLS GLEA &
KENT COUNTY EDUCATION ASSOCIATION

PRESIDENT

KCEA/MEA/NEA

SECRETARY

EA NEGOTIATOR

VICE PRESIDENT

EA NEGOTIATOR

SPOKESPERSON

EA NEGOTIATOR

July 2023				August 2023				September 2023				October 2023				Regular						
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Regular	Half RD	
3	4	5	6	7	1	2	3	4								2	3	4	5	6	21	
10	11	12	13	14	7	8	9	10	11					1	9	10	11	12	13	1		
17	18	19	20	21	14	15	16	17	18	4	5	6	7	8	16	17	18	19	20			
24	25	26	27	28	21	22	23	24	25	11	12	13	14	15	23	24	25	26	27	PD		
31					28	29	30	31	18	19	20	21	22	30	31				Conf	1		
										25	26	27	28	29						Total	23	

November 2023				December 2023				January 2024				February 2024				Regular					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Regular	Half RD
6	7	8	9	10	4	5	6	7	8	1	2	3	4	5						18	
13	14	15	16	17	11	12	13	14	15	8	9	10	11	12	5	6	7	8	9	1	
20	21	22	23	24	18	19	20	21	22	15	16	17	18	19	12	13	14	15	16	1	
27	28	29	30		25	26	27	28	29	22	23	24	25	26	19	20	21	22	23	PD	
										29	30	31			26	27	28	29		Conf	
										15										Total	20

March 2024				April 2024				May 2024				June 2024				Regular					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Regular	Half RD
4	5	6	7	8	1	2	3	4	5						3	4	5	6	7	6	
11	12	13	14	15	8	9	10	11	12	6	7	8	9	10	10	11	12	13	14	1	
18	19	20	21	22	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21	PD	
25	26	27	28	29	22	23	24	25	26	20	21	22	23	24	24	25	26	27	28	Conf	
					29	30				27	28	29	30	31						Total	8

Note: Partial days are counted as full-day, enter as 1

Summary-Total Scheduled Days	
Regular Day Schedule	165
Evening Conferences	2
Half Day - PM Records Day	2
Half Day - PM PD	6
Half Day - PM Staff Depart	5
Professional Development	4
Room Prep	1
Total Scheduled Days	185
Student Instructional Days	178

Room Prep: One (1) Flexible Contractual Day for Room Prep provided in August. Must be before first day of school

Building Open Houses: Dates/Times TBD mutually by Building GLEA & Administration

Elementary Conferences: October 17th & 19th, March 12th and March 14th (4:00 - 7:00pm)

Secondary Conferences: October 10th & 12th, March 5th & 7th (4:00 - 7:00pm)

Exam Dates: January 24th to 26th, June 10th to 12th

Marking Period End Dates: November 3rd, January 26th, April 12th, June 13th

Color Key	
Regular Day Schedule	
Regular Day w/ Evening Conferences	
Half Day - PM Records Day	
Half Day - PM Professional Development	
Half Day - PM Staff Depart	
Full Day Professional Development	
Room Prep	
No Instruction	
New Teacher Orientation	

**APPENDIX B
SALARY SCHEDULE**

Year One: step and new wage scale
 Year Two: step and 3.5%
 Year Three: step and 2.5%

2023-2024 Pay Scale (1 Step)

Step	BA	Index	MA	Index	MA +30	Index
1	\$45,250	1	\$49,750	1	\$53,250	1
2	\$47,060	1.04	\$51,740	1.04	\$55,380	1.04
3	\$48,870	1.08	\$53,730	1.08	\$57,510	1.08
4	\$50,680	1.12	\$55,720	1.12	\$59,640	1.12
5	\$52,490	1.16	\$57,710	1.16	\$61,770	1.16
6	\$54,300	1.2	\$59,700	1.2	\$63,900	1.2
7	\$56,110	1.24	\$61,690	1.24	\$66,030	1.24
8	\$57,920	1.28	\$63,680	1.28	\$68,160	1.28
9	\$59,730	1.32	\$65,670	1.32	\$70,290	1.32
10	\$61,540	1.36	\$67,660	1.36	\$72,420	1.36
11	\$63,350	1.4	\$69,650	1.4	\$74,550	1.4
12	\$65,160	1.44	\$71,640	1.44	\$76,680	1.44
13			\$73,630	1.48	\$78,810	1.48
14			\$75,620	1.52	\$80,940	1.52
15			\$77,613	1.55	\$82,538	1.55
16			\$78,605	1.58	\$84,135	1.58
17			\$79,600	1.6	\$85,200	1.6
18			\$80,595	1.62	\$86,265	1.62
19			\$81,590	1.64	\$87,330	1.64
20			\$82,088	1.65	\$87,863	1.65
21			\$82,585	1.66	\$88,395	1.66
22			\$83,083	1.67	\$88,928	1.67
23			\$83,580	1.68	\$89,460	1.68
24			\$84,078	1.69	\$89,993	1.69
25			\$84,575	1.7	\$90,525	1.7
26			\$85,073	1.71	\$91,058	1.71

2024-2025 Pay Scale (1 Step + 3.5%)

Step	BA	Index	MA	Index	MA +30	Index
1	\$46,834	1	\$51,491	1	\$55,114	1
2	\$48,707	1.04	\$53,551	1.04	\$57,318	1.04
3	\$50,580	1.08	\$55,611	1.08	\$59,523	1.08
4	\$52,454	1.12	\$57,670	1.12	\$61,727	1.12
5	\$54,327	1.16	\$59,730	1.16	\$63,932	1.16
6	\$56,201	1.2	\$61,790	1.2	\$66,137	1.2
7	\$58,074	1.24	\$63,849	1.24	\$68,341	1.24
8	\$59,947	1.28	\$65,909	1.28	\$70,546	1.28
9	\$61,821	1.32	\$67,968	1.32	\$72,750	1.32
10	\$63,694	1.36	\$70,028	1.36	\$74,955	1.36
11	\$65,567	1.4	\$72,088	1.4	\$77,159	1.4
12	\$67,441	1.44	\$74,147	1.44	\$79,364	1.44
13			\$76,207	1.48	\$81,568	1.48
14			\$78,267	1.52	\$83,773	1.52
15			\$79,811	1.55	\$85,426	1.55
16			\$81,356	1.58	\$87,080	1.58
17			\$82,386	1.6	\$88,182	1.6
18			\$83,416	1.62	\$89,284	1.62
19			\$84,446	1.64	\$90,387	1.64
20			\$84,961	1.65	\$90,938	1.65
21			\$85,475	1.66	\$91,489	1.66
22			\$85,990	1.67	\$92,040	1.67
23			\$86,505	1.68	\$92,591	1.68
24			\$87,020	1.69	\$93,142	1.69
25			\$87,535	1.7	\$93,693	1.7
26			\$88,050	1.71	\$94,245	1.71

2025-2026 Pay Scale (1 Step + 2.5%)

Step	BA	Index	MA	Index	MA +30	Index
1	\$48,005	1	\$52,779	1	\$56,492	1
2	\$49,925	1.04	\$54,890	1.04	\$58,751	1.04
3	\$51,845	1.08	\$57,001	1.08	\$61,011	1.08
4	\$53,765	1.12	\$59,112	1.12	\$63,271	1.12
5	\$55,685	1.16	\$61,223	1.16	\$65,530	1.16
6	\$57,606	1.2	\$63,334	1.2	\$67,790	1.2
7	\$59,526	1.24	\$65,445	1.24	\$70,050	1.24
8	\$61,446	1.28	\$67,557	1.28	\$72,309	1.28
9	\$63,366	1.32	\$69,668	1.32	\$74,569	1.32
10	\$65,286	1.36	\$71,779	1.36	\$76,829	1.36
11	\$67,206	1.4	\$73,890	1.4	\$79,088	1.4
12	\$69,127	1.44	\$76,001	1.44	\$81,348	1.44
13			\$78,112	1.48	\$83,608	1.48
14			\$80,223	1.52	\$85,867	1.52
15			\$81,807	1.55	\$87,562	1.55
16			\$83,390	1.58	\$89,257	1.58
17			\$84,446	1.6	\$90,387	1.6
18			\$85,501	1.62	\$91,516	1.62
19			\$86,557	1.64	\$92,646	1.64
20			\$87,085	1.65	\$93,211	1.65
21			\$87,612	1.66	\$93,776	1.66
22			\$88,140	1.67	\$94,341	1.67
23			\$88,668	1.68	\$94,906	1.68
24			\$89,196	1.69	\$95,471	1.69
25			\$89,724	1.7	\$96,036	1.7
26			\$90,251	1.71	\$96,601	1.71

**APPENDIX B1
EXTRACURRICULAR COMPENSATION**

Duty	1	2	3	4	5
Music:					
Head Director (Sr. and Jr. Band)	15	16.25	17.5	18.75	20
Asst. Director (Sr. and Jr. Band)	10	11.25	12.5	13.75	15
Summer Band + Band Camp (Per Person, up to 2)	2 Weeks Based on Salary				
Senior Choir	9	10	11	12	13
Color Guard	1	1.25	1.5	1.75	2
MS Choir	2.75	3.12	3.5	3.88	4.25
Elementary Music (Up to 3 evening concerts per year)	0.50 per concert				
Godfrey Choir	2.75	3.12	3.5	3.88	4.25
Class Advisors:					
6th	2				
7th	2				
8th	2				
9th	3				
10th	3.5				
11th	3.75	4.25	4.75	5.25	5.75
12th	5.5	6.25	7	7.75	8.5
Enrichment Opportunities:					
HS E-Sports	5	5.5	6	6.5	7
Drama Club (Per Person, up to 2)	4	5	6	7	8
HS Yearbook	5	5.5	6	6.5	7
Odyssey of the Mind (Per Person, up to 2 per level)	2.75	3.12	3.5	3.88	4.25
Science Olympiad	2.75	3.12	3.5	3.88	4.25
HS Student Council	5	6	6.5	7.5	8
Robotics (Per Person, up to 2)	5	5.5	6	6.5	7
Footsteps for Freshmen	3.5	4	4.75	5.5	6
HS Clubs**	2	2.25	2.5	2.75	3
Junior National Honor Society	1				
MS Yearbook (Per Person, up to 2)	2.75	3.12	3.5	3.88	4.25
MS Student Council	3.5	4	4.75	5.5	6
MS Clubs**	2	2.25	2.5	2.75	3
Godfrey Student Council (Per Person, up to 2)	2	2.25	2.5	2.75	3
Elementary Clubs**	2	2.25	2.5	2.75	3
Kindergarten Roundup/Special Planning	Paid at the curriculum rate				
Reading Month ECC (Per Person, up to 2)	Paid at the curriculum rate				
Reading Month GEL (Per Person, up to 2)	Paid at the curriculum rate				
TV Broadcasting	2	2.5	3	3.5	4
Senior Capstone	2	2.25	2.5	2.75	3
**Must have approval from Building Administrator and Business Office. Examples of HS clubs include Chess Club, Spanish Club, Anime Club, Craft Club, etc. Examples of elementary clubs include Safety Patrol, Nature Club, Chess Club, etc					
Extracurricular Activity Application will be provided by the Building Administrator					

APPENDIX B2 SCHEDULE FOR COACHING

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

APPENDIX B2
INTERPRETATION OF COACHING SCHEDULE

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

**APPENDIX B4
EXTRACURRICULAR ACTIVITY APPLICATION**

School Club Application Form

All extra-curricular activities at must be prior approved by the building principal. These include any activity that occurs during non-instructional time, but not including the inter-scholastic athletic program. Activities must be open to all students and participation must be voluntary. All activities must have a staff adviser present during meetings. Activity approval will be done in writing within 30 days of application receipt.

Name of Activity*

Advisor*

Data of application*

Student Interest (expected number of students)*

At the end of the year, each adviser will complete an evaluation that includes a student list of attendance. Please track this information.

Activity Description*

Please explain the mission/purpose of the activity and how this will contribute to the mission of our school.

Meeting Schedule*

When the activity will start and how long it will run in the year. Example: October - April

Day and time of meetings*

Please fill out a facilities request form.

Location of Meetings*

Please fill out a facilities request form.

Funding*

Please explain how the activity will be funded.

Additional Information*

Please include any other relevant details.

Signature*

**APPENDIX B5
EXTRACURRICULAR ACTIVITY EVALUATION**

Please fill out the form below completely and accurately. This form applies for any extra-curricular activity paid through Schedule B1 of the teacher contract. The form must be submitted by the end of May to be considered for compensation through the extra-curricular budget.

1. Activity Name:
2. Staff Advisor Name(s):
3. Date range when the activity meets:
4. Frequency and duration of meetings:
5. Student members and attendance record: (Please attach a separate list)
6. Objective(s) of the activity:
7. Objective(s) met? Please explain:

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

SECTION I-NT ASSIGNMENTS

A. ASSIGNMENT:

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

SECTION II-NT EVALUATION

A. MEMBER EVALUATION:

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

B. SUBJECT TO GRIEVANCE:

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

C. CONDUCTED OPENLY:

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

D. WRITTEN EVALUATION:

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

E. FINAL EVALUATION:

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

F. MERIT PAY:

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

G. TERMINATION:

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

H. HEARING:

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

I. DISCIPLINE:

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

J. EVALUATION MODEL AND FORMS:

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

SECTION III-NT REDUCTIONS IN PERSONNEL

A. LAYOFF - RECALL:

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

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

B. FULLY QUALIFIED AND CERTIFIED:

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

1. For purposes of this article, the term "certified" shall refer to: all persons providing services holding a certificate, permit or vocational authorization valid in the State of Michigan.

4. The above credentials must be approved by the State of Michigan agencies for which State Aid financial reimbursement is allowed or authorized by the Board's General Fund Budget, Special Programs or other financial resources.

C. WAGES AND BENEFITS:

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

D. RECALL:

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

E. REPORTING DATE:

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

F. NOTICE:

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

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

Godfrey-Lee Public Schools
GRIEVANCE REPORT FORM – INDIVIDUAL GRIEVANCE

NAME OF GRIEVANT _____ BUILDING _____

ASSIGNMENT _____ DATE CAUSE OF GRIEVANCE OCCURED _____

LEVEL I ORAL GRIEVANCE

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

LEVEL II WRITTEN GRIEVANCE

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

STATEMENT OF GRIEVANCE _____

CONTRACT SECTIONS VIOLATED _____

RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT OR AGENT _____ DATE _____

DATE PRINCIPAL OR ADMINISTRATOR RECEIVED LEVEL II GRIEVANCE _____

DISPOSITION BY PRINCIPAL OR ADMINISTRATOR _____

SIGNATURE _____ DATE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL III SUPERINTENDENT

DATE RECEIVED BY SUPERINTENDENT _____

DISPOSITION OF SUPERINTENDENT _____

SIGNATURE _____ DATE OF RESPONSE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL IV BOARD OF EDUCATION

DATE RECEIVED BY SUPERINTENDENT FOR THE BOARD OF EDUCATION _____

DATE OF THE NEXT REGULARLY SCHEDULED BOARD MEETING _____

DISPOSITION BY BOARD OF EDUCATION _____

SIGNATURE _____ DATE _____

POSITION OF GRIEVANT AND/OR ASSOCIATION _____

SIGNATURE _____ DATE _____

LEVEL V ARBITRATION

DATE SUBMITTED _____ SIGNATURE _____

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

NAME OF GROUP OR CLASS _____

BUILDING(S) _____ DATE CAUSE OF GRIEVANCE OCCURRED _____

LEVEL I ORAL – SUPERINTENDENT

DATE OF LEVEL I ORAL DISCUSSION _____

PERSONS PRESENT AT LEVEL I MEETING _____

LEVEL II WRITTEN - SUPERINTENDENT

STATEMENT OF GRIEVANCE _____

CONTRACT SECTIONS VIOLATED _____

RELIEF SOUGHT _____

SIGNATURE OF ASSOCIATION PRESIDENT OR GRIEVANCE CHAIRPERSON _____ DATE _____

DATE SUPERINTENDENT RECEIVED LEVEL II GRIEVANCE _____

DISPOSITION BY SUPERINTENDENT _____

SIGNATURE _____ DATE _____

LEVEL III BOARD OF EDUCATION

DATE RECEIVED BY SUPERINTENDENT FOR THE BOARD OF EDUCATION _____

DATE OF THE NEXT REGULARLY SCHEDULED BOARD MEETING _____

DISPOSITION BY BOARD OF EDUCATION _____

SIGNATURE _____ DATE _____

POSITION OF ASSOCIATION _____

SIGNATURE OF ASSOCIATION PRESIDENT OR GRIEVANCE CHAIRPERSON _____ DATE _____

LEVEL IV ARBITRATION

DATE SUBMITTED FOR ARBITRATION _____ SIGNATURE _____