

8/15/97

**MASTER AGREEMENT**

**GRASS LAKE BOARD OF  
EDUCATION**

**AND**

**JACKSON COUNTY  
EDUCATION ASSOCIATION**

**AND ITS AFFILIATE**

**THE GRASS LAKE EDUCATION  
ASSOCIATION**

**AUGUST 15, 1994 – AUGUST 15, 1997**

*Grass Lake Community School*

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# LABOR AGREEMENT

between

Grass Lake Board of Education

and

Jackson County Education Association

and its affiliate

The Grass Lake Education Association

August 15, 1994 -- August 15, 1997

THIS AGREEMENT entered into this \_\_\_\_ day of October, 1994, by and between the Grass Lake Community Schools, Jackson County, Michigan, hereinafter referred to as the "*Board*" and the Jackson County Education Association, hereinafter referred to as the "*Association*."

## PURPOSE

The general purpose of this Agreement is to set forth the salaries, hours and all other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the teaching faculty, and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the Grass Lake Community Schools is the primary objective and obligation of the parties hereto, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

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## ARTICLE I RECOGNITION

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- A. Bargaining Unit Defined. The Board hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for all certified professional employees under contract with the Board, full or part-time or on leave; excluding daily substitutes, executive, administrative, and supervisory personnel and all other employees.
- B. Representatives. With respect to the above defined bargaining unit, the Board agrees not to negotiate with any other organization other than that designated as a representative for the duration of this Agreement.
- C. Definitions:
1. The term "*Association*" when used hereinafter shall designate the Jackson County Education Association solely in its representative capacity for the employees of Grass Lake Community Schools in the bargaining unit as recognized and defined in Section A. above.
  2. The term "*teacher*" when used hereinafter shall refer to all professional employees represented by the Association in the bargaining unit as above defined and shall include both male and female employees.
  3. The term "*board*" shall include its officers, trustees and representatives.
  4. Wherever the term "*school*" is used, it is to include any work location.
  5. Wherever the term "*administration*" is used, it shall include the Superintendent, Principals, and other administrative personnel employed by the Board.
  6. The term "*district*" hereinafter refers to the Grass Lake Community Schools.



7. Wherever the singular is used, it is to include the plural.
8. "*Part-time teachers*" are those employed for less than the minimum hours per day as provided in this Agreement, or for less than a full school year or a contracted replacement for a teacher on leave, or as a substitute teacher employed in the same position for more than sixty (60) continuous days. Part-time teachers are entitled to all benefits and responsibilities of this Agreement, with salary, fringe benefits, paid leaves of absence, or other emoluments, all of which shall be prorated to full-time employment and subject to any and all conditions required by an insurance carrier or company providing any fringe benefits to the District.
9. The term "*certified*" shall mean the teacher has the certificate from the state "in hand," or a letter from a certifying institution stating the teacher has been recommended to the state for certification in specific area(s).
10. A "*vacancy*" is defined as a position which is unoccupied, and to be filled when all teachers employed by the district are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position.
11. The term "*qualified*" means: (i) certified for the grade level, if a K-8 position, or for the subject area, if a 9-12 position, and (ii) North Central Association approved qualifications for the position.

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## ARTICLE II BOARD'S RIGHTS

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing assigned duties, including the right to promulgate reasonable rules and regulations not inconsistent with this Agreement.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish classes 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 make the final decision on the means and methods of instruction, the selection of textbooks and other teaching materials, the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

B. Board Residual Management Rights. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof shall be limited only 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. The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage the operations of the school district and to direct and supervise all employees employed thereby is solely and exclusively vested in the Board and the Administration.

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## ARTICLE III

### ASSOCIATION RIGHTS

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- A. **State Statutes and Board Policies.** The Association shall abide by Act 379, Michigan Public Acts of 1965 and abide by applicable laws and statutes pertaining to teacher rights and responsibilities. The Association shall abide by published Board Policies not inconsistent with the terms of this Agreement. The Association President will be provided with sufficient copies of said policies and any changes therein to post in each teacher's lounge.

Nothing contained herein will be construed as a waiver of any rights the Association or its members may have under Act 379 of Michigan Public Acts of 1965, or which are otherwise provided by law.

- B. **Use of Facilities and Equipment.** District employees within this bargaining unit shall have the right to use school building facilities for their meetings and typewriters, mimeographing machines, and other duplicating equipment for local Association business when the building facilities or equipment is not otherwise in use or needed for school business as agreed upon by the building principal and are in accordance with written School Board policy, provided the building principal or individual directly responsible for said facilities or equipment is informed of what has been used and what materials were consumed. The Association shall reimburse the District for all costs incident to and repairs directly attributable to the use of such equipment, buildings and facilities including the use of material, supplies, trained operators, and custodial service.
- C. **Association Business.** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before and after school and during lunch periods as herein defined, provided such activity shall not interfere with or interrupt normal school operations. Association representatives from outside the district must first check in upon their arrival with the Superintendent or Building Principal's office prior to visiting school facilities.
- D. **Bulletin Board/Mail Boxes.** A bulletin board in the teachers' lounges and teachers' mail boxes shall be made available to the Association and its

members. All materials placed on these bulletin boards or in the school mail system by the Association are to relate to official business of the Association and be initialed by the local President of the Association or an Association Building Representative. The Board shall have the right to withdraw the use of this privilege when the use thereof is contrary to these provisions and/or interferes with the safe, orderly and/or efficient operation of the schools.

- E. Availability of Information Regarding School District. The Board agrees to furnish to the Association in response to written requests from the Association President, or a designee, from time-to-time, all information which is available to the public concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information that will assist the Association in formulating intelligent, accurate, informed and constructive collective bargaining proposals, and that information which is necessary for the processing of grievances pursuant to the grievance procedure. It is recognized that information will be provided in the form in which it is readily available and original records must be examined at the school offices during office hours in accordance with the Freedom of Information Act. The Association will not request from the Board information readily available from the teachers.
- F. Minutes of Board Meetings. The Board agrees to make available to the President of the local Association, on the afternoon of the regularly scheduled Board meetings, a copy of the Board Agenda. Minutes approved by the Board shall be made available to the local President after their approval. Minutes of meetings conducted as closed sessions will be handled in accordance with the Open Meeting Act.
- G. Contract Negotiations. If, at the request of the Board, a teacher is engaged during the school day in contract negotiations on behalf of the Association with any representative of the Board, said teacher shall be released from regular duties without loss of salary or other compensation.

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## ARTICLE IV

### TEACHERS' RIGHTS AND RESPONSIBILITIES

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- A. Statutory Rights. Pursuant to Act 379 of the Public Acts of 1965, as amended, 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 or other legally permissible concerted activities for mutual aid and protection, or to refrain therefrom as provided by law. The Board and the Association agree that neither will, directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Public Act 379 or the laws of Michigan and the Constitution of Michigan and the United States, discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of the teacher's membership or non-membership in the Association, the teacher's participation in any activities of the Association, collective professional negotiations with the Board, the teacher's institution of any grievance, complaint or proceeding pursuant to this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Freedom from Discrimination. The Board, the Association, their agents and members thereof agree that neither shall unlawfully discriminate against any employee of the district because of race, creed, religion, color, national origin, age, sex, height, weight, marital status, disability, or for exercising his/her rights pursuant to Michigan Public Act 379.
- C. Freedom of Association. The teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school hours, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board provided that it does not detract from his/her effectiveness as a teacher.
- D. Teaching Certificate. Each teacher shall be responsible for maintaining his/her proper teaching certificate. Failure to maintain such will result in immediate loss of position.

- E. Board Policies. Rules and Regulations. Teachers shall conform to Board policies, rules, regulations and procedures.

The Board shall make available in each building administrator's office a copy of the Board policies. Any changes in administrative procedures will be distributed in writing to each teacher.

- F. Teacher Discipline. No teacher shall be disciplined or reprimanded for violation of any policy, rule, regulation or procedure that he was not informed of as in accordance with Article IV-E. Discipline may include, by way of illustration and not by limitation, oral reprimand, written reprimand, suspension with pay, loss of all or part of seniority, suspension without pay, and/or dismissal. Discipline under this section is specifically subject to the grievance procedure including arbitration as provided for herein.

- G. Academic Freedom. Both the Employer and Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is encouraged. Core curriculum shall be in compliance with Section 1278 of the School Code.

It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit unless the law expressly requires otherwise. No change in any grade or test score assigned a student may be made by the Employer or its administrators without consultation of the bargaining unit member who assigned the grade or score.

In the event there is a challenge to the assignment of a particular grade, the bargaining unit member shall be informed of the challenge and be provided with the reasons for the challenge in writing within three (3) working days after the challenge is made.

The bargaining unit member is entitled to Association representation during any meetings or conferences regarding a challenge to a grade and

all such meetings or conferences shall be conducted in private and kept confidential by the Employer.

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ARTICLE V  
ASSOCIATION MEMBERSHIP & DUES DEDUCTION

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- A. Association Membership and Dues Deduction. As a condition of employment, all teachers represented by the Association must either join the Association or pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, provided, however, a teacher may authorize payroll deduction for such Service Fees in the same manner as provided elsewhere in this Article (paragraphs "C" and "D" below). In the event a teacher shall not pay the Service Fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct. 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any

administrative or judicial review there, shall have been availed of and exhausted no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- B. The Association agrees to indemnify and save the Board and its individual members harmless against any and all claims, suits and other forms of liability and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of action taken by the Board in reliance upon the Association's certification of non-compliance or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form.
- C. Professional Dues and Payroll Deductions. Any teacher who is a member of the Association, or who is a member of the bargaining unit, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association or the service fee as provided in this Article. Such authorization shall continue in effect from year-to-year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20th) of such dues from each regular salary check of the teacher beginning in September until paid in full. Deductions for teachers employed after the commencement of the school year shall commence with the next scheduled pay period for all teachers prorated to the annual dues applicable to such teacher until such dues are paid in full for that year. The deduction of membership dues or service fee shall be remitted to the Association and a list of teachers from whom deductions were made shall be furnished the Association.
- D. Miscellaneous Payroll Deductions. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances to any plan or program jointly approved by the Association and the Board. The Board agrees to make deductions in accordance with this provision for the following, provided the authorization form set forth as Appendix E or other proper authorization form is submitted by the teacher:
1. Insurance - Any MEA option
  2. School Employees credit union.



3. Tax deferred annuities agreed to by the Board and the Association.
4. U.S. Savings Bonds.
5. Jackson County United Fund.
6. Jackson City Income Tax.
7. MEA Auto Insurance.

- (a) It is expressly understood and agreed that while the Board will offer each teacher the opportunity to participate in a jointly approved plan or program, the Board does not expressly or impliedly, warrant or guarantee any plan or program in any way.
- (b) The Board and the Administration shall not be held liable in any way for the failure to transmit any payroll deduction unless it can be proven that such failure was the result of a willful action of gross negligence.

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## ARTICLE VI

### TEACHING HOURS AND CONDITIONS

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- A. Hours of Work and Preparation Time. The building principal will give notice of the teacher hours for the coming school year two (2) weeks prior to the opening day of school. This notice may be tentative if it is necessary to run a millage election subsequent to the time the notice is sent out.

Secondary teachers will be given one (1) block of preparation time equivalent in length to one (1) class period each day within the student day.

Elementary teachers will be given one (1) fifty (50) minute block of preparation time each day within the student day except as follows:

1. Specialist teachers will receive two hundred fifty (250) minutes of preparation time each week, scheduled in blocks of time not smaller than twenty (20) minutes each. Specialists are defined as art, music, elementary library, technology, elementary foreign language and physical education teachers. Specialists will be consulted and given an opportunity for input on their schedule.

2. Counselors' and librarians' schedules are such that they may take their preparation time at their convenience rather than on a schedule.
3. For all other elementary teachers:
  - (a) If "common planning" is scheduled on Wednesday mornings, the elementary preparation period on Wednesdays shall be equal to the shortest class period at the secondary level on that day, but the preparation period shall be consecutive and with the teacher's consent, the fifty (50) minutes of preparation time one other day of the week, may be scheduled in blocks of time not less than twenty five (25) minutes each.
  - (b) If "common planning" is not scheduled, the fifty (50) minutes of preparation time two (2) days a week may be scheduled in blocks of time not less than twenty five (25) minutes each, but the second day shall require the teacher's consent.

The High School principal will endeavor to schedule high school physical education teachers one (1) block of preparation time per day. However, if this cannot be done, it may be scheduled in no more than two (2) blocks of time each day.

If it becomes necessary to operate on a five-class period student day, the teachers' preparation period will be scheduled either before or after the student day.

The teacher's normal work day shall not exceed seven (7) hours and ten (10) minutes and include no less than ten (10) minutes before the student day begins and no less than fifteen (15) minutes after the student day ends. The fifteen (15) minutes at the end of the day may be waived on Fridays and days before a vacation is to begin.

The teacher workday will include a thirty (30) minute duty free lunch period. Teachers will be allowed to leave their respective buildings during their lunch hours, if the school office is notified of the same.

- B. Additional Preparation Time. Elementary teachers are expected to schedule class time to take care of their students' physical needs. Teachers may, if they desire additional preparation time, and where it does not interfere with scheduled language arts and math blocks, schedule common physical activity periods during which only one (1) teacher shall be required to supervise every three (3) classes. However, in no instance shall an elementary teacher's total preparation time (50 minutes daily) plus released time due to scheduling common physical activity periods exceed five (5) hours and fifteen (15) minutes per week.
- C. Secondary Teaching Load. The normal weekly teaching load at the secondary level shall not exceed thirty (30) teaching periods, and each secondary teacher shall have five (5) unassigned preparation periods per week.
- D. Definition of Preparation Time and/or Period. It is agreed, for the purpose of this Agreement, that the terms "*preparation time*" and/or "*period*" shall be defined as time that is set aside to be used by teachers to work on student-school related activities of their own choosing. It is recognized that said time is not appropriately spent on personal pursuits.
- E. Extra Teacher Load Compensation. The following provisions shall apply to all situations requiring teaching (substituting) during a teacher's preparation period.
1. Secondary teachers may be asked to volunteer to substitute teach during their preparation period.
  2. A teacher who teaches (substitutes) during his preparation period shall be compensated according to any one of the following methods as determined by said teacher.
    - (a) Fifteen dollars (\$15.00) for each preparation period lost due to teaching (substituting) during said preparation period.
    - (b) For each preparation period lost due to teaching (substituting) during a teacher's preparation period, said teacher shall be allowed to absent himself from the teacher workday (one of the workdays without students) for one and a half (1-1/2)

hours. Said teacher shall notify his building administrator twenty-four (24) hours in advance of such absence.

- F. Faculty Meetings. At the first faculty meeting of each school year the building principal, with input from the staff, shall schedule two (2) faculty meetings per month for a total of two (2) hours per month. Other short unscheduled meetings may be called by the principal when emergencies arise after consultation with the building representative. All teachers are required to attend faculty meetings unless excused by their building principal. Teachers shall attend meetings of committees for which they volunteer, but committee meetings shall be limited to two (2) hours per month unless otherwise agreed by the committee members of the committee.
- G. Parent/Student Conferences. Teachers shall schedule time when necessary for consultation with parents. When necessary, appointments may be required after the scheduled teacher work day to accommodate a parent's availability.
- H. Miscellaneous Programs. Teachers are encouraged to attend and participate in such other meetings and programs as called and/or designed by the Superintendent.
- I. Attendance Records. Attendance records shall be kept accurately and up to date by all teachers. Elementary teachers shall take and record attendance at the beginning of the school day and immediately following the lunch recess period. Secondary teachers shall take and record attendance at the beginning of each hour, which shall be supplied to the office on an hourly basis. Hourly attendance shall be recorded in the office. Elementary teachers shall turn their attendance book in to the office at the end of each reporting period. Periodic checks as to the accuracy of daily attendance will be the responsibility of the classroom teacher.
- J. Teacher Communications with Parents and Other Authorities. Each teacher is required to contact a student's parents when a student is excessively absent, as defined by the District attendance policy, and to immediately notify the building principal of any child the teacher suspects to have an infectious disease or any incident of suspected or known case of child abuse. Each teacher is required to make deficiency reports to parents

when appropriate at mid marking period. Each teacher is also encouraged to notify parents of their children's positive progress in class.

- K. **Class Size.** Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree the following ratios are desirable:

Developmental Kindergarten:	Fifteen (15) pupils or less
Early Elementary (K-3):	Twenty-five (25) pupils or less
Late Elementary (4-6):	Twenty-eight (28) pupils or less
Junior High (7-8):	Thirty (30) pupils or less
Senior High (9-12):	Academic class load of thirty (30) or less

In classes having split grades the ratios shall be as follows: K-3: Twenty-three (23) pupils; 4-6: Twenty-six (26) pupils

In classes having a specific number of stations, class enrollments will not exceed the number of available stations.

The foregoing need not apply to study halls or the music program.

The Board, in keeping with its commitment to the above desirable class sizes, will adhere to the following guidelines to achieve educationally sound and equitable class sizes:

Initially schedule, if possible, all classes so that class size is within the above ratios, and wherever possible equalize the size of different classes of the same course or grade.

If it is not possible to stay within the above ratios, no class should exceed the ratios unless all other classes of the same course or grade have reached the ratio.

Whenever possible no teacher will have classes exceeding the above ratios more than one semester in a row without mutual agreement of the teacher and the building administration.

There shall be a full time floating aide at the elementary level to be used for overloads of students in the regular and split classrooms. The placement of the aide shall be based on recommendations by the

building committee and the principal. The recommendations shall be submitted to the superintendent.

The building principal from each building shall meet with the Grass Lake Education Association building representatives each year prior to September 15th and periodically as needed to review the class sizes. A written report summarizing their recommendations shall be sent to the Superintendent with copies to the Board of Education members.

A full time aide shall be assigned to the kindergarten level except when the aide is relieving the elementary secretary during two 15-minute break times. The aide's time shall be shared equitable among the kindergarten classes, including kindergarten lunchroom duty.

- L. Student Dismissal and Bus Supervision. All teachers are responsible for the proper dismissal of their students at the end of the school day and assisting in school bus loading if deemed necessary by the building principal after consultation with the Association building representative.
- M. Building Facilities: The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teachers' use and at least one (1) room appropriately furnished which shall be primarily reserved for use as a faculty workroom and/or lounge. A vending machine for beverages may be installed by the Association with the approval of the administration.
- N. Safety Responsibilities. Teachers are responsible for reporting unsafe objects or conditions to the building principal and whenever possible protecting students against injuries caused by the condition and/or correcting it without undue risk to the teacher; but the teacher shall not be held responsible for reported unsafe conditions which are not corrected by the next school day if reasonably possible.
- O. Teacher Responsibility for Materials, etc. Teachers shall be responsible to exercise due care in the utilization of materials, equipment and facilities which are under their control.

- P. Teacher Record Days. Teachers are responsible for keeping students' records up to date and using teacher work days only for completing school related activities, but inservice activities shall not be scheduled on teacher workdays.
- Q. Student Responsibilities. Teachers recognize that classes or group of students subject to their control shall not be left unattended, except in case of an extreme emergency in which event the teacher will make every effort to have a nonstudent adult supervise those students if they must leave the room or group as a result of said emergency.
- R. Teacher Records/Lesson Plans. Teachers shall prepare lesson plans which shall be available for review in the classroom during the school day. Teachers shall make lesson plans available for substitutes prior to the start of the substitute's first class.
- S. Telephone. A telephone shall be made available to teachers for their reasonable use. Toll calls outside the district must be approved by the building principal. Phones for private use are maintained, but not in lounges. Personal toll calls shall not be charged to the District.
- T. Professional Courtesy. The parties hereby endorse the concept of Professional Courtesy. Professional Courtesy shall be defined as duties performed by a teacher during released or non-instructional time for another teacher who is indisposed by circumstances either by or beyond his control. In any case, Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy. It shall be the responsibility of the teachers to notify the building principal at the time of the change.
- U. Duty During Emergencies. In emergency situations teachers shall remain on duty as deemed necessary by the building principal. Such emergencies shall be defined as, but not limited to, severe weather warnings, student disturbances, or other situations or conditions which may threaten the health or safety of students. When students are dismissed early under emergency situations, teachers shall be released from duty where there is a threat to their health or safety after it is determined that no students will be returning to the buildings.

V. Supplies and Materials. The Board recognizes that appropriate text, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. To facilitate the purchase of teaching materials, equipment and supplies to be used during the school year, the following procedure will be followed:

1. Each teacher will submit his/her request for materials, etc., on forms provided by the administration, and shall indicate his/her priorities for purchase by department or class.
2. The building administrator shall return a copy of the request to the teacher indicating any disagreement or inability to purchase the top priority items subject to budget finalization.
3. If the teacher is not satisfied with this response, the teacher shall consult with the building administrator to resolve the matter. This procedure shall be accomplished by May 15.
4. As soon as the materials, supplies, etc., budget is finalized, the building administrator shall communicate to each teacher any changes in the previously planned purchases or need to rearrange priorities.

The Board will attempt to purchase items in order of priority, but it is recognized that in conjunction with the above procedure, purchases shall be at the Board's discretion.

W. Classroom Security. All teachers will be provided means to secure the classrooms to which they are assigned. Security procedures shall be developed to allow teachers reasonable access to their assigned classrooms.

X. Site-Based Decision Making/School Improvement. Neither a school improvement committee established as a result of 1990 PA 25 nor site-based decision making pursuant to Section 1202a of the School Code, shall have authority to modify this Agreement, unless mutually agreed.



Any school improvement committee or site-based decision making participation beyond the established workday, and the exceptions to the established workday as provided in this contract, shall be voluntary.

- Y. Least Restrictive Environment. Pursuant to the requirements of mainstreaming and to promote a proper learning environment for those students identified as emotionally impaired and learning disabled by an Education Planning and Placement Committee, an equitable distribution of such students shall be made within the building, grade and/or subject area which will accommodate the students schedule.

In the event that the Grass Lake Board of Education and the Intermediate School District determine that the Grass Lake Schools will provide services to medically fragile/special education students not currently served in a regular education classroom setting (who require additional assistance in order to be included in a classroom setting as determined at the I.E.P.C. meeting), the Board agrees to bargain the issues dealing with these students in a Least Restrictive Environment (LRE) that are not resolved through normal administrative procedures.

A regular classroom teacher shall not be required to perform routine, scheduled medical procedures to sustain the bodily functions of a medically fragile student. Upon enrollment of the child, a joint plan of action will be formulated to handle emergency situations.

- Z. Mandates. If a problem arises during the term of this Agreement because of new school code mandates, the parties shall, upon request of either party, bargain in good faith in an attempt to resolve the problem.

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## ARTICLE VII

### TEACHER ASSIGNMENTS AND QUALIFICATIONS

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- A. Teacher Assignments. No new teacher shall be employed by the District for a regular full-time teaching position who does not have a bachelor's degree and appropriate certification, except temporarily and for good cause. Furthermore, teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study, except temporarily and for good cause. The Association shall be so notified in

each instance and shall be provided with a written statement of reasons for such assignment. Temporarily shall be defined for purposes of this Article as not to exceed beyond the current school year.

- B. Notification of Teaching Assignments. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified in writing and consulted by the Building Principal no later than the second Monday after the school election in June of each school year. In the event that subsequent changes in the schedule are necessary, as determined by the Administration and in accordance with this Agreement, all teachers affected will be notified in writing as soon as possible. Subsequent changes in a teacher's schedule will not be made unless an emergency situation, as determined by the Administration, requires a change in a teacher's schedule of assignments. Said determination shall be subject to the grievance procedure.
- C. Additional Assignment. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to teachers regularly employed in the district. If there is more than one teacher applicant for a schedule B position, the teacher whom the Superintendent deems is best qualified in the activity will be awarded the position after considering the teacher's previous experience in the activity and professional background. If there are no teacher volunteers for schedule B positions, the Board reserves the right to fill the positions with other than the present teaching staff. If, after publicly advertising the position the Board is unable to fill it with someone from the outside, the Board may assign the position to a teacher. No teacher shall be required to accept more than one such position per school year. Advance notice of any such assignment shall be given as soon as practical but, except for emergencies, at least fifteen (15) days before the assignment begins except for those assignments that start before the opening of school, during the first week of school and in emergency situations temporarily until the above procedure can be complied with. Teachers involuntarily assigned schedule B positions under this provision shall not be evaluated adversely for performance deficiencies beyond the scope of their personal abilities, training and experience.

- D. Notification of Pending Resignation. Any teacher who anticipates and/or upon becoming aware of the fact that he/she will not be an employee of the district for all or part of the current or coming school year shall, in good faith, notify the Superintendent of Schools in writing as soon as reasonably possible.
- E. Student Teachers. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) student teacher simultaneously. Only a tenure teacher who has taught in his/her subject area(s) for two (2) or more years will supervise a student teacher. No student teacher shall be used as a substitute for any teacher other than his/her critic teacher. Such student teacher may act as a substitute teacher for the critic teacher only when said critic teacher is attending a workshop on student teaching conducted by the host college of the student teacher. The Board agrees that such critic teacher will be in no way responsible for conduct, accidents or other occurrences during the time the critic teacher is attending such workshops.
- F. Hiring New Staff Members. As the educational and professional benefits may be advantageous to the district, administrators and building staff are encouraged to communicate with each other concerning staff input into the interviewing process and hiring of new staff.
- G. Mentor Teachers. Each new teacher shall be assigned a Master Teacher during the new teacher's first three (3) years in the classroom as required by Section 1526 of the School Code.

The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. The District will make a reasonable effort to have the mentor teachers be members of the bargaining unit if it best serves the mentee.

If a member of the bargaining unit is assigned as a master teacher, the teacher shall be called a mentor and the following shall apply:

1. Mentors shall be tenured teachers.
2. Participation as a Mentor shall be voluntary.

3. The Association shall be promptly notified of all mentor assignments.
4. Whenever practical, mentors shall work in the same building and shall have the same certification as the new teacher.
5. Mentor's shall not participate in the evaluation of a new teacher.

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## ARTICLE VIII CALENDAR

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- A. School Calendar. The school calendar for the 1994-95 school year shall be as set forth in Appendix F. The calendar for the 1995-96 and 1996-97 school year shall be printed as an addenda to this Agreement when it is agreed upon as provided in Section "B" below. The calendar for the 1995-96 shall have one hundred eighty-one (181) student days and one hundred eighty six (186) teacher days. The calendar for 1996-97 shall have one hundred eighty two (182) student days and one hundred eighty seven (187) teacher days.
- B. Establishing School Calendar. Prior to the adoption of the school calendar by the Board for the ensuing school year(s), the Superintendent, the Association Chief Negotiator, and the Chairperson of the GLEA Negotiations Committee shall meet to develop a mutually acceptable calendar. Such meeting shall occur prior to May 1st.
- C. Completing Full School Year. If the school year does not begin as designated according to the calendar, or if students and/or teachers are not in attendance on regularly scheduled school days during the designated school year, all such student attendance school days and teacher work days, except for attendance days lost resulting from an act of God, shall be made up through an extension or alteration of the school calendar as mutually agreed upon between the Association and the Superintendent. In the event the parties are unable to mutually agree on how the day(s) will be made up, said days shall be added to the end of the school year.

- D. Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.
1. When school is officially called off for students due to inclement weather or other Acts of God or when schools are dismissed due to same, schools will be closed and teachers shall not be required to be on duty.
  2. When Act of God days are made up, pursuant to the State Aid Act, bargaining unit members shall be required to report to work. Neither the closure of schools due to Act of God days, nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member. The make up of Act of God days shall be only as is required by state law.
  3. Should it be necessary to make up days, such days will be added to the end of the negotiated calendar. The first make-up day, of any required, will take place on the last scheduled teacher work day. Teachers will be expected to complete normal year end work duties. The parties may mutually agree to make up days at times other than the last scheduled teacher workday.

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## ARTICLE IX

### VACANCIES, PROMOTIONS AND TRANSFERS

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- A. Teacher Request for Reassignment. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to change his teaching assignment shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall be made annually prior to April 1. If a teacher is denied a transfer for which he/she has applied, the teacher shall be entitled to a conference with the Superintendent, who shall give the reasons for the denial.
- B. Definition, Notice and Temporary Filling of Vacancies. A position is defined as a designated assignment of grade level and/or subject areas to

be taught. A vacancy is defined as a position which is unoccupied and to be filled when all teachers employed by the school district are assigned to other positions or are awaiting recall and not certified and qualified to fill the unoccupied position. When a vacancy in any professional position occurs during the school year, and the Board determines that the position is to be continued for the ensuing school year, the position may be filled on a temporary basis until the end of the current school year and if filled temporarily then the position shall be posted as a vacancy for the ensuing year. When a vacancy occurs the Board shall give written notice of such vacancy to the Association and shall provide the Association with sufficient copies to post in each school building. A vacancy will not be permanently filled without following the posting time lines below:

1. During the school year a vacancy shall be posted in each school building for five (5) school days.
2. During the summer vacation, a vacancy shall be posted in each school building for seven (7) calendar days and each teacher shall be notified of the vacancy by first class mail before the start of the seven (7) day posting period.

C. Filling of Vacancies. Any qualified teacher may apply for a vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments and also to the length of time each has been employed by the district. When professional background and attainments are equal the applicant from within the existing teaching staff with the greater seniority shall be given preference.

D. Non-Bargaining Unit Positions. In filling vacancies in administrative positions, the Board shall consider the professional qualifications, backgrounds and attainments, including service in the district, as well as applicants from outside the school district. The parties recognize however, that the filling of vacancies in supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final. Any teacher promoted to a non-bargaining unit position and who is later returned to a bargaining unit position shall be entitled to retain such seniority and accumulated sick days as he/she may have had prior to such promotion.

E. Transfers and Assignments. The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary schools, and/or transfers between schools will be necessary from time to time. In making assignments and/or transfers, the convenience and wishes of the individual teacher will be honored unless it is impossible to do so because of a reduction in staff and/or student population or loss or consolidation of facilities. An involuntary assignment and/or transfer will be made only in case of emergency, staff reduction (as provided for in Article XIII), student reduction, and/or loss or consolidation of facilities, to prevent undue disruption of the instructional program, or to improve the instructional program, provided, however, that teachers will not be involuntarily transferred to improve the instructional program, regardless of whether or not said transfer would result in the displacement of another teacher, unless for good cause. The parties agree, subject to the previous sentence, to consult and cooperate with each other where transfers and/or assignments for the improvement of the instructional program are necessary.

F. Split Classrooms. Split classrooms shall consist of no more than two adjacent grade levels.

G. Schedule B Guidelines.

1. All persons holding Schedule B positions shall be contacted, by the Athletic Director or Principal, no later than April 15, for fall and winter activities, and September 15, for spring activities, and shall, at that time, indicate their intent to continue in said position.

2. All vacancies shall be posted before the end of the school year.

In the event there are no applicants for any posted position, that same position shall be reposted if time permits, and then procedures shall be followed according to Article VII, Section C.

3. All positions will be filled no later than two (2) weeks prior to the start of the activity.

4. All persons who receive satisfactory evaluations for Schedule B positions shall be recommended for the position for the following

year. In the event a written evaluation is not given, performance shall be assumed satisfactory.

5. The Board may modify the Schedule B positions to reflect expansions or reductions in programs, and institute new programs, as per the Labor Agreement, which are conducive to sound educational programming. Should such be the case, a committee of the Board and Association shall be established to review changes, modifications, etc.

H. In the event of a reduction in personnel or recall, the provisions of this Agreement regarding reductions in personnel and recall contained in Article XIV shall be applied exclusively and shall supersede any provisions of this Article.

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## ARTICLE X LEAVES OF ABSENCE

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### A. Paid Leaves

1. Sick Leave Accumulation. All teachers upon reporting for duty at the start of the school year shall be granted a total of ten (10) days per school year and any teacher who is employed less than or more than the full school year shall be credited with a pro-rated amount of sick leave to the time worked at the rate of 1.1 days for each month in which the teacher is paid at least one-half (1/2) of the scheduled work days, but in no event would a teacher be eligible for more than ten (10) sick leave days per year, less that amount he/she contributes to the teachers sick leave bank. A teacher shall be allowed to accumulate up to a maximum of one hundred sixty-two (162) days.

2. Sick Leave Use. Accumulated sick leave may be used by a teacher for the following purposes:

(a) Personal illness and physical or mental disability including childbirth and complications of pregnancy.



- (b) Critical illness in the teacher's immediate family for which the teacher's presence is required. A maximum of five (5) days per school year may be used for this purpose. Immediate family for the purpose of this provision shall be defined as: current spouse, children, parents, parents-in-law, brothers, sisters, grand-children, and grandparents.
  - (c) Death in the Immediate Family. Any teacher may use up to a maximum of five (5) days to attend the funeral and for bereavement at the time of death for a death in the immediate family. Only two of the five days shall be charged against the teacher's accumulated sick leave. Immediate family for the purpose of this provision shall be defined as spouse, child, parent, parent-in-law, brother-in-law, sister-in-law, brother, sister, grandchild, grandparent or a member of the teacher's household. In addition, one (1) day each year charged against the teacher's accumulated sick leave may be used to attend the funeral of a close friend or relative not in the immediate family.
  - (d) Medical/Dental Appointments. Full or half days may be used for medical or dental appointments not of a routine nature which cannot be scheduled outside of school hours.
3. Sick Leave Eligibility Requirements. To be eligible to use accumulated sick leave credits, the following conditions shall apply:
- (a) Sick leave with pay days for each school year will be granted after the teacher has worked one (1) day of the new school year. Teachers hired for a specific period of time which is other than a full school year shall be credited with a prorated amount of sick leave at the rate of 1.1 days for each month in which the teacher is paid at least one-half (1/2) of the scheduled work days.
  - (b) Teachers shall be informed of a telephone number that they shall use for morning absence calls between 6:30 and 7:00 a.m. stating reasons (examples: illness, emergency personal business day) for their unavailability for work. Once a teacher

has reported unavailability, the Board shall arrange for a substitute teacher.

- (c) Notification of leave for funeral or death of a person is expected as soon as practicable to the Superintendent or principal.
- (d) After five (5) consecutive absences, a physician's statement may be required, upon request of the Superintendent, to certify that it was necessary for the teacher to be absent and/or that the teacher may return to work without limitation or restriction.
- (e) Any time the administration has good and sufficient reason to suspect a teacher is abusing sick leave, said teacher will be so notified in writing and informed that any time thereafter said teacher may be required to substantiate any further sick leave absence with a certificate from a medical doctor if further abuse is suspected. If there is no cause to suspect abuse of sick leave within ninety (90) days of the above notification, no doctor statement will be necessary until such time as further abuse is suspected and notice is again given as provided above.
- (f) A teacher who has been on duty for a period of two (2) hours or more in either morning or afternoon session of the school day and must leave during the session, shall not be charged for any sick leave for the half day that this occurred. This provision shall apply to all other leaves.
- (g) Upon the recommendation of the Superintendent, the Board may, at its own expense, require a teacher to submit to a physical or mental examination by approved specialist to determine whether an involuntary sick leave is warranted.
- (h) If a contracted teacher is hired as a replacement, an extension will be granted only for the remainder of the year unless the contracted teacher agrees to vacate the position. Pay increments shall not be granted if the leave extends beyond ninety (90) days.

- (i) The Board shall furnish each teacher with a written statement by the second pay period of each school year setting forth the total sick leave credit accumulated.

- 4. Sick Leave Pay-Off. The Board will provide the following annual incentives for teachers that use little or no sick time beyond that for which they are obligated by (5) below.

0 days used = \$200.00

This incentive pay will not affect the accumulation of personal sick time of up to one hundred sixty two (162) days.

Upon retirement or death, after ten (10) years of continuous service with the school district, the Board agrees to pay twenty dollars (\$20.00) per day for unused accumulated sick leave, up to one hundred sixty two (162) days.

- 5. Sick Leave Bank. Each tenure teacher shall contribute one (1) sick leave day per year at the beginning of each school year to a sick bank until such time as the bank has accumulated five hundred (500) days. After the bank has reached five hundred (500) days, each teacher shall contribute additional days, if necessary, to insure a minimum of four hundred (400) days. Rules for the use of the sick leave bank shall be as follows:

- (a) The Association will be responsible to set up a Sick Bank Use Committee to administer the sick bank days for those tenure teachers who have used up their sick leave days and have been absent a minimum of five (5) successive days beyond their personal sick leave
- (b) Upon request, medical verification will be given to the Sick Bank Use Committee.
- (c) Sick leave bank days may be granted as full days or half days.
- (d) Whenever possible, requests for sick leave bank days must be made in writing.

- (e) The Board must be notified in writing by the chairperson of the Sick Bank Use Committee or the Association President as to the number of days granted to each individual teacher.
- (f) The Association must keep reasonable records which are subject to review by the Board.
- (g) A teacher shall be limited to a total of not more than ninety (90) days granted from the Sick Leave Bank for the same or related cause.
- (h) These regulations may not be changed without mutual agreement between the Board and the Association.
- (i) The Association agrees to indemnify and save the Board harmless against any and all claims, suits, expenses and other forms of liability that may arise out of the existence and administration of the teacher sick leave bank.

6. Jury Duty/Court Appearance. A teacher called for jury duty or subpoenaed to give testimony before any judicial body shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations. The Board will not be liable for this provision in any legal matter where the employee is testifying against the School Board, when the employee has been subpoenaed as a witness, or in situations where the teacher is found to be guilty of gross negligence or criminal act. Teachers released from judicial proceedings, during the school day, must report for duty immediately upon being released by the court in order to receive jury duty/court appearance pay, provided at least two (2) hours remain in the normal school day or a meeting has been scheduled which the teacher would normally attend.

7. Attendance of Educational Conferences. Teachers may be granted a leave of absence with pay with prior administration approval for visitation to other schools or attending meetings or conferences of an educational nature. Conference expenses including mileage will be paid according to Board Policy. Estimates of total cost of conference expenses shall be included in conference requests. Upon return

from the conference an itemized expense list with expense receipts attached shall be presented for reimbursement. The teacher shall also submit a written report to the Superintendent and upon the request of the Board give a brief oral report to the Board of what was learned at the conference and how it would benefit the district. The Board agrees to place such oral reports as the first item on the agenda after approval of the minutes.

8. Worker's Compensation. Leave allowances for employees injured while working for the Grass Lake Community School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:
  - (a) Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.
  - (b) If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate.
9. Personal Business. Teachers may use two (2) days per school year for personal business which cannot reasonably be conducted other than during normal school hours. Written notification for use of personal business days shall be given to the Superintendent (on form attached as Appendix F) at least seventy-two (72) hours in advance, except in emergencies wherein notification shall be submitted as soon as reasonably possible. These days shall not be used on the work day preceding or following a vacation or holiday, or the first and last day of school.
  - (a) Unused personal business days shall accrue as sick leave.
10. Association Business Leave. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association for the purpose

of attending local, state, or national conventions and/or educational conferences of the JCEA, MEA, or NEA, or for any other Association business purpose except for picketing against any school district. The Association agrees:

- (a) To notify the Board at least three (3) school days in advance of taking such leave;
- (b) To pay for the cost of the substitute;
- (c) To limit said leave to two persons on a given day;
- (d) To take the leave for at least one-half (1/2) the school day.
- (e) No one teacher may use more than three (3) of such days at any one time or for a total of more than five (5) days during any school year, except the president of the local association may use up to and including seven (7) of the ten (10) days.

11. President of JCEA Leave. In the event a teacher is elected President of the JCEA, said employee shall be granted regular released time for a full school year, provided (1) thirty (30) days advance notice is given prior to the start of said leave, (2) the JCEA reimburse the Board for that portion of said employee's salary and fringe benefits equal to the amount of released classroom time, and (3) the JCEA reimburse the District for any unemployment compensation that may have to be paid by the district as a result of hiring a substitute teacher for said purpose. However, the Board agrees to hire said substitute if a vacancy exists at the time the teacher returns from leave, provided the substitute is qualified and certified to fill the vacancy.

## B. Unpaid Leaves

1. Conditions: Unless otherwise indicated, all leaves are subject to the prior approval of the Board and the following conditions shall apply:
  - (a) The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be

cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

- (b) Requests for leaves shall be in writing. The initial request shall be submitted to the building principal. The request shall be signed by the principal and submitted to the superintendent. The superintendent or a designee may request a meeting with the employee for further clarification of the unpaid leave request. A representative of the bargaining unit may accompany the employee.
- (c) All leaves shall be limited to one (1) year or less. The Board of Education may, in its discretion, grant an extension of a leave of absence.
- (d) Salary increments shall not accrue while on leave.
- (e) Sick leave days shall not accrue while on leave but unused leave days held at the start of the leave shall be reinstated.
- (f) Subject to the requirements of the federal Family and Medical Leave Act, all fringe benefits paid by the Board will cease at the commencement of the unpaid leave, but the teacher may, at his/her option, continue such benefits for two years at his/her own expense subject to all conditions required by the insurance carrier.
- (g) In order to facilitate planning an efficient operation of the schools, teachers on leave must notify the Board in writing thirty (30) days prior to the expiration of their leave of their intent to return to work upon the expiration of said leave. Failure to notify shall be deemed conclusive evidence of resignation.
- (h) Teachers who have been granted Alternative Career Leaves shall notify the Board, no later than March 31, in the year they wish to return, of their intent to return for the following school year. Failure to return shall be deemed conclusive evidence of resignation.
- (i) A teacher may return from a leave of absence at the beginning of any semester (for Medical Leave see Article X, B-3). The teacher shall return to his/her previously held position. When it is not

possible to return the teacher to the previously held position, he/she will be returned to a substantially equivalent position.

2. Child Care. A leave of absence shall be granted to any teacher who is the parent or legal guardian of a child for the purpose of child care. Said leave shall commence upon request of the teacher after giving thirty (30) days advance written notice to the Superintendent. It is further provided that:

- (a) In the event of death of the object child of the leave, the leave may be terminated upon request of the teacher if any of the following apply:

(1) The position has not been filled with a contracted teacher.

(2) The contracted replacement agrees to vacate the position. The Board will present this option to the replacement.

(3) A vacancy exists for which the teacher on leave is certified. When the leave period ends, the teacher will be returned to his or her previously held position (refer to Article X.B.1.i).

- (b) The leave may be extended for a period of up to two (2) school years at the written request of the teacher.

3. Medical Leave. The teacher shall provide the Board with a statement from the teacher's doctor as to his/her physical health and well being and the advisability of his/her continuing work. Any teacher, in the school district, whose personal illness or disability extends beyond his/her accumulated sick leave, shall be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability for a period of up to one (1) calendar year. It is understood and agreed the application for said leave must be made at least five (5) days before it is to become effective and that the length of time is specified. If further time is necessary, it may be granted by the Board, provided the conditions of the original application have been met. The probationary period



of non-tenured teachers may be expended by a number of days not to exceed the number of days of said leave.

Unpaid medical leaves of absence less than sixty (60) teacher work days shall not serve to interrupt continuous service. Unpaid medical leaves of absence longer than sixty (60) teacher work days will be deducted from continuous service beginning with the sixty-first (61st) work day.

For every day used from the Sick Leave Bank, that day shall be deducted from the above sixty (60) day Seniority Accrual.

Leave for maternity related disability shall be treated the same as any other medical disability.

4. Military Leave. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
5. Other Leaves. Other leaves of absence may be granted by the Board upon written request (see Article X, Section B, 1).

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## ARTICLE XI

### PROFESSIONAL COMPENSATION

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- A. Schedule A and B. The basic salaries of teachers and extra duty compensation covered by this Agreement are set forth in Schedules A and B respectively which are attached to and incorporated in this Agreement. In addition, the Board agrees to participate in the Michigan School Employees Non-Contributory Retirement Program effective August 16, 1974.
- B. Experience Credit. Teachers newly employed may be given up to seven (7) years credit for actual teaching experience, provided said experience occurred within the last fifteen (15) consecutive years, in a state accredited

secondary or elementary school. The Board may grant additional credit for special experience when it is necessary to do so.

C. Experience Credit for Extra Duty. Supplemental pay for co-curricular and extra curricular activities shall be based upon the appropriate salary step of Schedule B. For the purpose of step placement on Schedule B, the following will apply:

(a) Teachers hired after the effective date of this Agreement and teachers currently employed will be given credit for each year's experience in a particular activity which they are to perform on the extra duty schedule which is comparable to the previous position (i.e. same sport or activity) they performed at their prior place of employment. However, step placement will be no higher than step four (4) and there shall be no retroactive payments for past years services.

(b) When changing positions within a particular activity which is comparable to the previous position (i.e. same sport or activity), step placement will be maintained within and between classes, except that if the change would result in movement to a higher paying class, step placement will be no higher than Step Four.

(c) A teacher who is currently holding a position covered by Schedule B will be placed on said pay schedule in accordance with the above provision effective with this Agreement.

If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Schedule B.

It is agreed that co-curricular and extra curricular positions are non-tenure in nature.

D. Salary Payments. Teachers will be paid in twenty-one (21) or twenty-six (26) pays. If the teacher elects to be paid in twenty-six (26) pay checks, the checks for the summer months will be paid on the regular two (2) week plan.

- E. Pay Checks. Payroll checks will be issued bi-weekly on Fridays to teachers except as elsewhere provided.
- F. Pay Periods. Annual contractual salaries will be divided by either twenty-one (21) or twenty-six (26) to determine the gross bi-weekly amount, except for part-time teachers. This will be paid to the employee, less the withholding tax, and any other lawfully required or permitted deductions selected by the employees. If a teacher does not file a written election to be paid on a twenty-one (21) pay basis at least ten (10) days prior to the first pay day, or within ten (10) days after the execution of this Agreement, whichever is later, he/she will be paid on a twenty-six (26) pay basis. An election, once made, may not be changed prior to the next school year except in case of retirement or job termination.
- G. Pay Checks - Extra Duty. Pay for supplemental activities will be added to the teacher's first check after the start of the activity and spread equally over the remaining pay periods for that activity or the teacher may elect a lump sum payment at the end of the activity. Teachers receiving pay over twenty six (26) pays, may also elect to have pay for supplemental activities spread over remaining pays in the school year.
- H. Staff Pay Checks - Holiday/Vacations. Should the regular pay date fall during a period when school is not in session, teachers shall receive their pay, dated and given out, on the last day prior to the recess. This procedure shall be followed except for Christmas recess when the pay date occurs in the following calendar year, or summer recess. In such cases paychecks will be mailed on the Wednesday before the pay date to teachers residing outside the district and on the Thursday before to teachers within the district. Except in emergency situations beyond control of the business office, when pay checks cannot be issued as outlined above, pay checks shall be received by teachers no later than the regularly scheduled pay date.
- I. Insurance.
- The Board shall provide to each employee the MESSA PAK for a full twelve (12) month period for the employee's entire family (effective 9-1-90) for the duration of this agreement. The employee shall be responsible for the \$50.00 or \$100.00 deductible for the health plan.

**PLAN A - For employees needing health insurance**

**SUPER CARE 1**

Long Term Disability      66 2/3%  
   \$2,500 maximum  
   90 calendar days - modified fill  
   Freeze on Offsets  
   Alcoholism/drug addiction 2 year  
   Mental/nervous same as any other illness

Delta Dental                      E 007 (80/80/80: \$1,300)

Negotiated Life                  \$20,000 AD&D

Vision                                VSP - 2

**PLAN B - For employees not needing health insurance**

Delta Dental                      Auto + 008 (100: 90/90/90: \$1,500)

Vision                                VSP - 3

Negotiated Life                  \$30,000 AD&D

Long Term Disability      66 2/3%  
   same as above

Reimbursement for medical deductibles up to \$500.00; plus \$750.00 annuity, or stipend with total cost to Board of \$750.00.

J. **Horizontal Advancement on Salary Schedule.** The following definitions and conditions shall apply with respect to horizontal advancement on the salary schedule:

1. **B.A. Schedule** shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent certificate.

2. M.A./B.A. + 30 Schedule shall apply to all teachers possessing a Master's Degree or at least thirty (30) semester hours beyond a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent certificate.
3. B.A.45/M.A.15 Schedule shall apply to all teachers possessing at least forty-five (45) semester hours beyond a Bachelor's Degree, or fifteen (15) semester hours beyond a Master's Degree from an accredited college or university and holding a provisional or permanent certificate.
4. Specialist Schedule shall apply to all teachers possessing a Specialist Degree from an accredited college or university and holding a provisional or permanent certificate.
5. All credits must be submitted to the Superintendent on an official transcript of credits from an accredited institution of higher learning.
6. To be approved credits must:
  - (a) be directly related to a program of study approved by an accredited college or university.
  - (b) be related to the teacher's major or minor field of study within his BA/BS degree, or
  - (c) be related to the teacher's current, past teaching, or extra duty assignments within the district, or
  - (d) be related to any of the teacher's current professional responsibilities within this district.
7. Any teacher denied approval for a course shall not be involuntarily assigned to a class or duty within the scope of said course.
8. Credits shall be earned and approved based on the above criteria. If course work is completed before the termination of the first nine (9) weeks of the school year horizontal advancement on the salary

schedule will be allowed for the full school year. If course work is completed after the first nine (9) weeks but by the end of January, horizontal advancement will be granted as of the second semester.

9. Approval shall not be revoked for courses previously approved.

K. Compensation in Excess of 185 Days of Work. Teachers covered by this Agreement who work more than one hundred eighty-five (185) work days per school year shall be paid for each day they work in excess thereof at a rate prorated to their regular salary.

L. Compensation for teachers who are required to move their classrooms. Teachers who are required to move their classroom shall be compensated for all personal time spent in the process. Compensation shall be calculated on a pro-rata basis, as determined by their regular daily rate of pay, for actual time on the task. At least one (1) day shall be allocated for such move.

M. Longevity. A Longevity Schedule shall be available to teachers as follows:

Teachers who have completed twelve (12) to fifteen (15) years in the Grass Lake Schools shall receive two hundred dollars (\$200.00) each year of this contract.

Teachers who have completed sixteen (16) to nineteen (19) years shall receive three hundred twenty-five dollars (\$325.00) each year of this contract.

Teachers who have completed twenty (20) or more years shall receive four hundred dollars (\$400.00) each year of this contract.

The longevity payment shall be added to the regular scheduled salary amount and divided equally per pay period.

N. Early Retirement Incentive. The parties agree that a committee shall be established consisting of six (6) members (three [3] appointed by each party) to examine early retirement incentive plans and to make a recommendation to the Board.

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## ARTICLE XII GRIEVANCE PROCEDURE

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### A. Definitions.

1. A grievant shall invoke the formal grievance procedure on the form set forth in Appendix C which is incorporated into, and made a part of this Agreement.
2. The "*aggrieved party*" is the person(s) or the Association instituting the action.
3. A "*grievance*" is an action instituted on the belief that there has been a violation, misinterpretation, misapplication of any provision of this Agreement.
4. The "*teacher*" includes any individual or group who is a member of the bargaining unit covered by this contract.
5. 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.
6. The term "*days*" shall mean work days.

### B. Purpose.

The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the problems of the parties.

### C. Structure.

1. There shall be one (1), or more, Association Representative (building representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Grievance Committee which shall serve as the Association Grievance Committee. All meetings and decisions concerning any grievance shall be arranged through this

committee. In the event that any Association Representative, or any member of the Grievance Committee, is a party to any grievance, he/she shall disqualify himself and a substitute shall be named by the Association.

3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Superintendent, or his/her delegate, shall be the administrative representative when the grievance arises in more than one school building.

D. Procedure.

1. Before entering into the following prescribed grievance procedure, an effort must have been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution prior to the end of the school year.

Level One

1. A teacher or the Association with a grievance shall submit it, in writing, to his/her immediate supervisor or principal; individually, together with his Association Representative, or through the Association Representative within fourteen (14) days of the occurrence of the event upon which the grievance is based, or within fourteen (14) days after the grievant has knowledge or should have had knowledge of the event upon which the grievance is based. A decision shall be rendered, in writing, within four (4) days after presentation of the grievance. If the grievance involves more than one (1) building, the grievance may be filed with the Superintendent (Level Two).



## Level Two

1. (a) In the event the aggrieved party is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within four (4) days after presentation of the grievance, he/she may file a request to appeal with the Association Grievance Committee within two (2) days.
- (b) Within four (4) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is a basis for appeal. If the Committee decides there is legitimate grievance, it shall immediately process the claim by filing the appeal with the Superintendent of Schools, within two (2) days of its decision
- (c) The decision of the Superintendent of Schools shall be made within eight (8) days from receipt of the appeal.

## Level Three

1. In the event the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within eight (8) days from receipt of the appeal by the Superintendent, the Association may refer the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association, whose rules and procedures shall govern the arbitration selection process and the conduct of the hearing within eight (8) days from the decision of the Superintendent on the expiration of the deadline for the decision. The Board and the Association shall not assert in such hearing any ground or rely on any documentary evidence not previously disclosed to the other party. The arbitrator shall render a decision based upon the interpretation of this agreement and shall have no authority or power to alter, modify, add to subtract from or ignore any of the terms of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Boards rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the

Board has discretion to exercise. Specifically, the arbitrator shall have no authority or power to render a decision in cases which:

1. involve the termination of any probationary teacher
2. involve the placement of any probationary teacher on a third year of probation
3. involve the termination of any teacher from extra duty assignments
4. involve the content of any teacher evaluation
5. involve the discharge or demotion of a teacher or any other matter within the jurisdiction of the Tenure Commission or any other administrative agency created by federal or state law to render an enforceable decision.

The fees and expenses of the arbitration shall be assessed to the parties as follows:

1. If the grievance is sustained and the remedy sought by the Association is awarded in full the Board shall pay the fees and expenses in full.
2. If the grievance is denied in full the Association shall pay the fees and expenses in full.
3. If the grievance is neither sustained in full nor denied in full the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

E. Right of Representation. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by the Association.

F. Miscellaneous

1. A grievance may be withdrawn at any level without record or prejudice of interpretation of the Agreement in the future.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be as presented on Appendix C. The office of the Superintendent shall prepare copies of the Grievance Report Form, submitting these to the President of the Association for his/her use.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
6. Any grievance not appealed from a decision at any level of this procedure within the time lines specified shall be considered settled. No further appeal shall be made.
7. When a teacher is participating at any level of the grievance procedure with any representative of the Board, the teacher shall be released from assigned duties without loss of salary.

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### ARTICLE XIII TEACHER EVALUATION

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- A. General. The parties recognize the importance and value of a procedure for assisting and evaluating the process and success of both newly employed and experienced personnel. To this end, the following has been agreed to in an effort to accomplish the goals.

B. Classroom Observation. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices will be strictly prohibited.

C. Frequency of Evaluation.

1. Probationary teachers shall be evaluated during each year of their probationary period based on at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval is mutually agreed upon by the teachers and the Board.
2. Tenured teachers shall be evaluated at least once every three (3) years based on at least two (2) classroom observations conducted during the period covered by the evaluation.
3. Failure of the Board to evaluate a teacher as required by "1" and "2" above shall be conclusive evidence that the teacher's performance for the period was satisfactory.
4. At least one of the classroom observations upon which an evaluation is based shall be thirty (30) minutes or more.
5. Evaluations shall be conducted by the teacher's immediate supervisor, or an administrator working in the same building or otherwise familiar with the teacher's work.

Each formal, written evaluation shall be made on the basis of at least a thirty (30) minute classroom evaluation.

6. Within ten (10) days after each of the above mentioned evaluation periods, the evaluator shall reduce said evaluation to written form and shall conduct a personal interview with the teacher being evaluated. At this interview, the teacher shall have an opportunity to review his evaluation and discuss it with the evaluator. If any teacher disagrees with the evaluation, he may submit a written notation which shall be attached to the file copy of the evaluation in

question, and/or submit any complaints through the grievance procedure.

7. Seventy (70) days prior to the end of each probationary year, the final written evaluation report shall be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. Should the final report indicate deficiencies in performance, the Principal will submit to the Superintendent a statement as to any improvements made by the teacher between the time of the final evaluation and the submission of the final report to the Superintendent as herein provided.
  8. Individualized Development Plans—The Board shall provide each probationary teacher employed for at least a full year with an Individualized Development Plan as required by the Michigan Teacher Tenure Act. The Board shall provide each tenured teacher who receives less than a satisfactory evaluation with an Individualized Development Plan as required by the Act. Individualized Development Plans shall be developed by the Board and the individual teacher. The teacher may have a representative of the Association present during the consultation. The Individual Development Plans shall be based on the format and content of the evaluation form used for teachers.
- D. Personnel File Review. A teacher shall have the right, upon request, to review the contents of his/her own personnel file, excluding confidential credentials, letters of recommendation, and to have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- E. Contents of Personnel File. No material originating after initial employment will be placed in a teacher's file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive

adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the file. Letters of recommendation will be based on materials not more than three (3) years old.

- F. Personnel File Content Acknowledged. The teacher shall be notified of all material placed in his/her file and given an opportunity to review and sign such material. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material unless otherwise expressly stated.
- G. Complaints Against a Teacher. Any complaint made against a teacher by any parent, student, or other person will be called to the attention of the teacher within ten (10) school days or dropped. Any complaint not called to the attention of the teacher may not be used as the basis for reprimand, discipline or discharge.
- H. Accountability. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home economic and social environment, and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupils in the classroom. Teachers shall be held accountable for providing the opportunity for academic achievement of the pupils in the classroom. Results of standardized tests of academic progress of students shall not be used as evaluative of the quality of a teacher's service or fitness for retention except that a pattern of deficiencies over a period of three (3) years or more may be brought to the teacher's attention in his evaluation for the purpose of improving the teacher's effectiveness.
- I. Upon his/her employment and/or during the school year each, teacher shall be evaluated on the basis of established and reasonable criteria. Prior to said evaluation(s) teachers shall be given timely and proper notification as the criteria to be used in such evaluations.
- J. Each teacher's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this teacher is \_\_\_\_\_ satisfactory; \_\_\_\_\_ unsatisfactory; \_\_\_\_\_ needs improvement (check one)." When a "needs improvement" or "unsatisfactory" is checked,

written recommendations and suggestions will be given addressing each area of improvement.

No evaluation will be given later than ten (10) working days before the end of school.

It would be understood that evaluations would be done in a narrative format and that the numerical ratings previously used would be eliminated.

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## ARTICLE XIV REDUCTION IN PERSONNEL

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- A. Lay-Off Procedure. It is recognized by the parties to this Agreement that such things as lack of finances, changes in educational programs and decreases in enrollments may necessitate reduction in the teaching staff. In order to promote an orderly reduction, the following procedure will be used:
1. Probationary teachers will be laid off first according to date of hire, provided there are certified and qualified teachers remaining to fill the positions being vacated.
  2. In the event that tenured teachers must be laid off, layoff will be on the basis of seniority according to date of hire provided there are certified and qualified teachers remaining to fill the positions being vacated.
  3. Whenever possible, notice of layoff will be given at least sixty (60) calendar days prior to the time the layoff is to take effect, but not less than fourteen (14) calendar days. As soon as conditions change allowing recall to take place, notice of such recall shall be immediately given in accordance with subparagraph 10 and 11 of this Article.
  4. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected shall participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected shall be notified in

writing of the date, place, and time of the drawing. The drawing shall be conducted openly at a time and place which shall reasonably allow affected teachers and Association Representatives to be in attendance.

5. By October 1, the Board shall furnish the Association President with a listing of all teachers in order of seniority and specify each teacher's most recent certification. Upon request of the Association President, each subsequent October 1, additions, deletions and corrections to the list will be provided by the Board.
6. Employees on layoff do not acquire seniority while on layoff but seniority before layoff shall be reinstated when the employee is rehired.
7. Substitute teachers and other temporary teachers do not acquire seniority but contracted teachers will acquire seniority prorated to the amount of time employed.
8. Teachers displaced by a layoff or the elimination of a position may bump for positions if they are certified and qualified (certified in a particular subject area or grade) and have more seniority. This must be done in writing to the Superintendent within five (5) days after receipt of notice of displacement. If a displaced teacher is certified but not qualified to bump any junior teacher, the displaced teacher may bump the teacher with the least seniority assigned to a position for which the displaced teacher is certified provided:
  - (a) The displaced teacher has more seniority.
  - (b) The displaced teacher successfully completes two (2) semester hours of college credit before the end of the first semester of the ensuing school year and two (2) semester hours of college credit before the end of each semester thereafter until the teacher is qualified for the position.
  - (c) A displaced teacher who fails to successfully complete such work, or fails to become qualified within two (2) years, shall be removed from the position and subject to lay-off.



The Board shall reimburse the displaced teacher for 100% of the actual cost of the tuition for the courses required for qualification.

A teacher will be considered qualified as defined above in the position that they currently hold until displaced as defined in this Agreement.

9. Seniority will be defined as continuous service as a teacher with Grass Lake Community Schools, starting with the individual's date of hire.
10. Recall from layoff shall be in inverse order of layoff for positions for which the teacher is certified and qualified. No new teachers shall be employed by the Board while there are teachers of the district laid off who are certified and qualified to fill the vacancy.
11. Notice of recall to any laid off teacher may be by telephone if the teacher can be reached, with a confirmation by mail sent immediately thereafter by the Board. If the teacher is not reached by telephone, notice of recall will be by certified or registered mail to the laid off teacher at his last known address. The teacher shall be responsible for notifying the Board of any change of address. If a teacher fails to respond to the notice of recall within fourteen (14) calendar days from the date of receipt of the notice, unless an extension is granted in writing by the Board, the teacher shall be considered a voluntary quit.
12. The recall list shall be maintained for a period of two (2) years for non-tenure teachers. Tenure teachers will remain on the recall list as provided under the Tenure Act.
13. Teachers on lay-off may, at their option, reimburse the district to continue their fringe benefits for one (1) year. Timely payment of this reimbursement is the responsibility of the teacher.

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## ARTICLE XV

### STUDENT DISCIPLINE/TEACHER PROTECTION

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- A. **Student Discipline.** The Board and the teachers recognize their mutual obligation for maintaining proper control and discipline in the classroom and other school related activities. In taking disciplinary actions, teachers shall use reasonable and just methods in accordance with the District's established disciplinary process. The Board shall provide support and assistance to teachers with respect to the maintenance of control and discipline in accordance with the District's policies.
1. The Administration will confer with teachers, parents, and student in the establishment of rules and regulations which set forth the procedures to be utilized in disciplining, suspending, and expelling students for misbehavior. Such rules and regulations shall be distributed to teachers, parents and students at the commencement of each year.
  2. Whenever it appears to the classroom teacher that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation will be submitted in writing to the Administration and such action as the Administration deems appropriate will be taken. The principal will communicate with the teacher concerning disposition of such cases.
  3. A teacher may exclude a pupil from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect on the rest of the class makes the continued presence of the student in the classroom intolerable, in which event the teacher must escort the pupil to the principal's office and turn the student over to the principal or the principal's designee. In the event the principal or his designee is not readily available, the teacher may place the student under the control of another teacher for security purposes until the principal or his designee arrives. It is understood that removing a student from class is a last resort measure and students on the secondary level will not be returned to that particular class the same day, thus allowing the teacher to fully communicate with the principal and minimizing the disruption to

the rest of the students. The building administrator shall take action based on what has been communicated to him with respect to the student matter.

In the event the principal or his designee or another teacher is not readily available to assume responsibility for the student, the teacher must be prepared to take the student back to the classroom until assistance arrives.

**B. Teacher Protection.** Parental or student complaints directed towards a teacher shall be called to the teacher's attention within ten (10) days or dropped.

1. If a teacher, acting within the scope of one's professional employment, is assaulted, the incident shall be immediately reported to the building principal or appropriate administrator. The Board shall assist the teacher in connection with the handling of the incident by law enforcement and judicial authorities. A teacher may use such force as is reasonable and necessary for protection from attack or to prevent injury to a student.

2. If any teacher is the subject of a civil action brought by a student, or parent of a student, for action taken by the teacher acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by a teacher in the defense of a civil action brought by a student or parent of a student which arose out of and within the scope of one's professional employment, shall not be charged against the teacher.

3. If a teacher is charged with a criminal offense for action taken by the teacher acting within the scope of his/her professional employment, the Board shall provide legal advice if requested by the teacher. The teacher may request, in writing, further assistance of the Board through the Superintendent. The Board shall determine what, if any, assistance shall be granted. The Superintendent shall be empowered to take investigative or other immediate action deemed necessary until the Board meets.

4. Time lost from work as a result of an assault arising out of and in the course of the teacher's employment which is not compensable under the Michigan Worker's Compensation Act shall not be charged against the teacher unless the teacher is adjudged liable by the court of competent jurisdiction.

C. Personal Property Reimbursement. The Board will reimburse the teacher, up to one Hundred (\$100.00) Dollars for loss, damage, or destruction of personal property used or intended to be used as an instructional tool or device by the teacher, provided:

1. The building administrator is informed in writing that the personal property is to be used and the time period it is to be used;
2. The loss occurs on school premises or while the teacher is engaged in school business;
3. The loss is not a result of negligence on the part of the teacher.

The building administrator must approve use of any property valued at more than One Hundred (\$100.00) Dollars in order to have loss, damage or destruction reimbursed.

This is not intended to duplicate a teacher's other insurance coverage.

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## ARTICLE XVI

### CONTINUITY OF OPERATIONS

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- A. The Association agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage or acquiesce in any strike or job action, defined herein as the abstinence in full or part from any of the employee's duties of employment for the purpose of effecting a change in the employee's or any other person's employment conditions or relationship during the term of this Agreement.

- B. Unfair Labor Practice. The Board and the Association agree that neither will, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. The Board agrees that it will not lock out any member of the bargaining unit covered by this Agreement, for any reason, during the term of this Agreement.
- D. Annexation, Consolidation: Prior to any annexation, consolidation or other reorganization of the school district, the Association will be notified so that the effects of same on its members may be negotiated.

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## ARTICLE XVII

### NEGOTIATION PROCEDURE

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- A. Representatives and Conditions for Bargaining. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from inside 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 Board of Education and by majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. Official Copies of Agreement. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent. Copies of the final Agreement shall be printed by the Association and the Board will pay the expense of the paper used in any copies it needs. A copy of the contract will be made available to all teachers now employed, and hereinafter employed by the Board.

- C. Mediation. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- D. Commencement of Successor Agreement Negotiations. At least ninety (90) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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## ARTICLE XVIII

### PROFESSIONAL BEHAVIOR and IMPROVEMENT

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- A. Teacher Progressive Discipline. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, unauthorized 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 shall adhere to the principles of progressive/corrective discipline. Alleged breaches of discipline shall be promptly reported to the offending teacher.

- B. Teacher Reprimand. The reprimand of a teacher by a principal or superin-tendent shall be done in private and for just cause. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance when such reprimand, warning, or discipline shall become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.

- C. Teacher Discipline. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation shall be subject to the grievance procedure set forth in this Agreement. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

- D. Special Education Services. Teachers are encouraged to use the special education services available to the district, but no teacher shall be subject to any disciplinary action due to having filed a referral, participated in an investigation, or filed a report pursuant to the special education acts.
- E. Teacher Continuous Training. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.
- F. Professional Staff Training Funds. The District Professional Development Committee shall monitor the professional training funds for County Inservice and local inservice programs. These funds shall be used for staff inservice in the amount of \$2,000 per year, plus the cost of substitute teachers, if needed. The \$2,000 shall consist of a combination of local and state funds.

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## ARTICLE XIX

### CONTRACT ADMINISTRATION

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- A. Special Conference. Representatives of the Board and the Association bargaining committee will meet within five (5) days of request by either party to administer the contract and/or resolve problems that may arise. The meetings are not intended to by-pass the grievance procedure.
- B. Association Representatives. The Association shall designate a teacher in each school building as Association Representative. The principal and Association representative shall meet when either party deems it necessary to review the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

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ARTICLE XX  
MISCELLANEOUS PROVISIONS

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- A. Individual Teacher Employment 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, and any individual contract hereinafter executed 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, for its duration, shall be controlling.
- B. Superseding Clause. This Agreement shall supersede any current rules, regulations or policies of the Board which shall be contrary to or inconsistent with its terms.
- C. Traveling Teachers. The Administration will endeavor to minimize the number of trips between buildings that the teacher will be required to make. A conference will be held with the traveling teacher before finalization of the schedule by the building administrator. Sufficient time will be allowed for the teacher to travel the distance.
- D. Evaluation of Coaches. Coaches shall be evaluated in writing by the Athletic Director, Superintendent, or other administrator at the conclusion of the coaching season or school year, whichever is earlier. The coach may submit in writing any response desired which shall be attached to the evaluation and become a part thereof. Prior to making said evaluation the evaluator will observe at least one (1) scheduled competitive event and one (1) practice session for at least one (1) hour which may be a combination of practice session and competitive event.
- E. Savings Clause. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.



- F. Constitutional/Statutory Rights. Nothing contained herein shall be construed to deny or restrict any teacher or the Board of Education rights under the Constitution of the United States, the Constitution of Michigan, or under the Michigan General School Laws. Other rights granted hereunder are in addition to those provided elsewhere.
- G. School Law Compliance. The Board, Association and teachers must comply with all school laws or regulations of the State of Michigan at all times.
- H. Teacher Fraud. Fraudulent information provided by the teacher on forms, relating to his/her employment with the district shall be cause for dismissal.
- I. Sixth Grade Camp Guidelines. It is mutually agreed by the Board and the Association that:
1. The dates, duration and camp program will be jointly planned by the teachers and students involved and the administration and that the final program will be subject to the agreement of those teachers participating.
  2. The sixth grade program is recognized as a voluntary project of sixth grade teachers who are free to refuse to participate if they so desire. If a teacher chooses not to participate in the program, the following will apply in order:
    - (a) If another Grass Lake teacher is willing to participate, the sixth grade teacher will take the classroom duties of that teacher for the week.
    - (b) If no teacher replacement is found, the sixth grade teacher will be offered any substituting, for which the teacher is certified, available in the district during the camp week. Teachers so substituting will receive their regular pay.
    - (c) For any days when substituting is not available, or is refused, the sixth grade teacher will forfeit a day's prorated pay.

3. If a teacher does not elect to participate in the program, reference to such decisions will not be made part of the teacher's evaluation, nor will any written or verbal statement be made concerning the teacher's decision.
4. The Board will provide necessary personnel in addition to participating teachers and will provide transportation to and from the camp. Teachers who participate in the camp program shall be compensated according to Schedule B.
5. Consistent with State regulations, the ratio of adult supervisors to pupils will be maintained at greater than one adult per ten pupils.
6. Sixth grade teachers shall not be responsible for fund raising activities associated with the camp experience.

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**ARTICLE XXI**  
**DURATION OF AGREEMENT**

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This Agreement shall be effective as of the 15th day of August, 1994, and continue in effect until the 15th day of August, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

JACKSON COUNTY EDUCATION  
ASSOCIATION

BOARD OF EDUCATION  
GRASS LAKE COMMUNITY SCHOOLS

---

Roger F. Perry, President

---

Linda Cook, President

---

Elaine McIntyre, Secretary

---

Robert Adams, Secretary

---

Patricia A. Schopmeyer  
Member, Negotiating Team

---

Member, Negotiating Team

**SCHEDULE A**  
**1994 - 1995 SALARY SCHEDULE**

STEP	BA	MA	BA + 45 MA + 15	SPECIALIST
1	26,352	28,065	28,974	30,568
2	27,057	28,692	29,622	31,251
3	28,223	29,938	30,907	32,607
4	29,629	31,427	32,447	34,231
5	30,950	32,981	34,049	35,921
6	32,276	34,377	35,494	37,446
7	33,674	36,019	37,187	39,231
8	35,083	37,500	38,716	40,844
9	36,489	38,979	40,243	42,457
10	37,894	40,453	41,763	44,061
11	39,758	42,314	43,683	46,086
12	41,708	44,286	45,720	48,236

**EXTRA DUTY PAY SCHEDULE**

Driver's Ed 1994-1995 -- \$16.62

STEP	I	II	III	IV	V	VI	VII
1	300	538	899	1,194	1,716	2,247	3,443
2	329	563	954	1,247	1,782	2,385	3,650
3	354	588	1,006	1,309	1,851	2,525	3,855
4	385	618	1,061	1,357	1,923	2,658	4,060
5	413	656	1,119	1,414	1,990	2,803	4,271
6	441	675	1,174	1,469	2,061	2,939	4,479
7	470	705	1,228	1,522	2,128	3,076	4,688

**SCHEDULE A**  
**1995 - 1996 SALARY SCHEDULE**

*057 No one on this one*

*Pay Schedule*

*01*

*02 03*

*04*

STEP	BA	MA	BA + 45 MA + 15	SPECIALIST
1	27,090	28,851	29,785	31,424
2	27,815	29,495	30,451	32,126
3	29,013	30,776	31,772	33,520
4	30,459	32,307	33,356	35,189
5	31,817	33,904	35,002	36,927
6	33,180	35,340	36,488	38,494
7	34,617	37,028	38,228	40,329
8	36,065	38,550	39,800	41,988
9	37,511	40,070	41,370	43,646
10	38,955	41,586	42,932	45,295
11	40,871	43,499	44,906	47,376
12	42,876	45,526	47,000	49,587

**EXTRA DUTY PAY SCHEDULE**

Driver's Ed 1995-1996 -- \$17.09

STEP	I	II	III	IV	V	VI	VII
1	308	553	924	1,227	1,764	2,310	3,539
2	338	579	981	1,282	1,832	2,452	3,752
3	364	604	1,034	1,346	1,903	2,596	3,963
4	396	635	1,091	1,395	1,977	2,732	4,174
5	425	674	1,150	1,454	2,046	2,881	4,391
6	453	694	1,207	1,510	2,119	3,021	4,604
7	483	725	1,262	1,565	2,188	3,162	4,819

**SCHEDULE A**  
**1996 - 1997 SALARY SCHEDULE**

*2.6% over 95-96*

STEP	BA	MA	BA + 45 MA + 15	SPECIALIST
1	27,794	29,601	30,559	32,241
2	28,538	30,262	31,243	32,961
3	29,767	31,576	32,598	34,392
4	31,251	33,147	34,223	36,104
5	32,644	34,786	35,912	37,887
6	34,043	36,259	37,437	39,495
7	35,517	37,991	39,222	41,378
8	37,003	39,552	40,835	43,080
9	38,486	41,112	42,446	44,781
10	39,968	42,667	44,048	46,473
11	41,934	44,630	46,074	48,608
12	43,991	46,710	48,222	50,876

**EXTRA DUTY PAY SCHEDULE**

Driver's Ed 1996-1997 -- \$17.53

STEP	I	II	III	IV	V	VI	VII
1	316	567	948	1,259	1,810	2,370	3,631
2	347	594	1,007	1,315	1,880	2,516	3,850
3	373	620	1,061	1,381	1,952	2,663	4,066
4	406	652	1,119	1,431	2,028	2,803	4,283
5	436	692	1,180	1,492	2,099	2,956	4,505
6	465	712	1,238	1,549	2,174	3,100	4,724
7	496	744	1,295	1,606	2,245	3,244	4,944

**SCHEDULE B**  
**EXTRA DUTY CLASSIFICATIONS**

<u>CLASS</u>	<u>POSITION</u>
I	Sophomore Class Advisor Freshman Class Advisor Safety Patrol Service Patrol Flag Football Coach Academic Games
II	Debate <i>Forensics</i> School Play Junior Class Advisor National Honor Society Junior High Cheerleading Coach Library Advisor (SLAP) 6th Grade Camp
III	Junior High Volleyball Coach Junior High Wrestling Coach Junior High Track Coach
IV	Junior High Basketball Coach – Boys Junior High Basketball Coach – Girls Junior High Student Council Senior High Student Council Senior Class Advisor Choir/Vocal Music
V	Cross Country Coach Golf Coach JV Baseball Coach Assistant Track Coach – Boys Assistant Track Coach – Girls Yearbook JV Volleyball Coach JV Softball Coach JV/Varsity Cheerleading Coach
VI	JV Basketball Coach – Boys JV Basketball Coach – Girls Assistant Football Coach Varsity Track Coach – Boys Varsity Track Coach – Girls Varsity Baseball Coach Varsity Softball Coach Band Director <i>Varsity Volleyball</i> Wrestling Coach
VII	Head Varsity Football Coach Head Varsity Basketball Coach

- Distribution of Form
1. Superintendent
  2. Principal (in duplicate)
  3. Association
  4. Teacher

Grievance # \_\_\_\_\_

**SCHEDULE C**  
**GRIEVANCE REPORT FORM**

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance (including contract provisions applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



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**STEP II**

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A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Position of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**STEP III**

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---

A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition and award of arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**SCHEDULE D  
PAYROLL DEDUCTION FORM**

I wish the following fringe benefits:

Hospitalization Insurance:

MESSA:

Yes  No

My spouse has me covered under his/her health insurance:

Yes  No

Insurance benefits beyond what the district is responsible for:

List: \_\_\_\_\_

Cost to be deducted: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

I am requesting the School Annuity Program in lieu of health coverage:

Yes  No

Yes  No

Yes  No

Dues: GLEA \$ \_\_\_\_\_

JCEA \$ \_\_\_\_\_

MEA \$ \_\_\_\_\_

NEA \$ \_\_\_\_\_

Fee Payer: \_\_\_\_\_

Total: \$ \_\_\_\_\_

\$ \_\_\_\_\_

Other payroll deductions:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Jackson City Income Tax:

Yes  No

I wish to have my pay in:

21 Pays  26 Pays

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

The office would appreciate it very much if you would check your first paycheck over very carefully to see that your Social Security number is correct. Please—no changes after the IBM cards have been punched! This leads to many difficulties with data processing!

**SCHEDULE E**  
**REQUEST FORM FOR PERSONAL BUSINESS LEAVE**  
**(To be submitted to the Superintendent)**

I, \_\_\_\_\_, affirm that I am using my personal business leave for personal business which requires immediate attention.

The request for leave must be filed three (3) school days in advance of the date on which the business day is to be used. Emergency requests will be given consideration and, if approved, will be granted as soon as possible.

Date requested for leave: \_\_\_\_\_

\_\_\_\_\_  
*Today's Date*

\_\_\_\_\_  
*Signature of Teacher*

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