

AN AGREEMENT

BETWEEN

THE GRANT EDUCATION ASSOCIATION

AND

THE GRANT PUBLIC SCHOOLS
BOARD OF EDUCATION

2010-2012

NOTE: Edit table of contents when all proof is complete

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PREAMBLE

On the 1st day of September, 2010, the Board of Education of Grant Public Schools, Grant, Michigan, hereinafter referred to as the "Board" and the Grant Education Association of Grant, Michigan, hereinafter referred to as "Association", in consideration of the mutual agreements contained herein, agree as follows:

WITNESSETH

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings in consideration of the following, it is hereby agreed:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional teaching personnel under contract. This includes tenure teachers, probationary teachers, guidance counselors, advisors of extra-curricular activities and librarians but excludes **per diem and contracted substitute teachers taking the place of an absent or on leave teacher or filling a vacancy not to exceed 90 days**, supervisory and executive personnel and office and clerical employees and excluding all others. The term "teacher" when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.
- B. 1. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement unless otherwise required or permitted by law as designated in Public Employment Relations Act Section 12B. The GEA, along with the Board, agrees to meet, in a timely manner, for the purposes of contract negotiations. During any negotiations year, the GEA and the Board agree to meet for preliminary discussions, concerning negotiations, during the month of January with the intent of establishing a calendar for the negotiations process. It will be the intent of both parties to reach a negotiated settlement prior to June 30th of the contract year.
2. It is agreed that, should **the parties be unable** ~~neither party be able~~ to reach a mutual agreement prior to the expiration of the current contractual term, **subject to applicable law, the terms relating to mandatory subjects of bargaining within** the previous contract, ~~including all rights, privileges and provisions, language, compensation, including steps and previous raise agreements, fringe benefits and evaluation procedures~~ will be "kept whole" until such time that a mutual agreement is met.
- C. The Association will represent the probationary teacher in all matters of wages, hours and working conditions except that procedures for dismissal of such teachers will be in accordance with the Michigan Tenure Act and not subject to the grievance procedure.

- D. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

ARTICLE II

METHOD OF PAY

MEMBERSHIP, FEES, PAYROLL DEDUCTIONS

- A. Pay will be in twenty-six (26) equal payments.
1. The first payday of the school year will be no sooner than the fifth contract day for teachers.
 2. Compensation for extra-curricular activities shall be paid concurrent with the first pay period following completion of the activity, provided five (5) days notice has been given. The teacher and principal shall jointly notify the business office of completion of the activity.
- B. All teachers, as a condition of continued employment, shall either:
1. Sign and deliver to the Board, an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing; or
 2. Cause to be paid to the Association a representative fee equal to the GEA, MEA and NEA dues within thirty (30) calendar days after the commencement of employment. The Association shall deliver to the superintendent on or before the first day of October each year, OR AS SOON AS THE AMOUNT IS KNOWN THEREAFTER, a written statement specifying the amount of membership dues and the non-members' representation fee.
 3. In the event the bargaining unit member objects to the representative fee in #2 above, he/she shall pay a service fee pursuant to the Association's "Policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy.
 4. 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 nonmembers 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 representation 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.
 5. In the event that neither of the provisions of paragraph B are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teachers' Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall

immediately notify said teacher his services shall be discontinued at the end of the current school year, unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that the dues or non-member's representation fee has been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to join the Association or pay the representation fee is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

6. 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 such policy shall be exclusive.

The Association, in all cases of discharge for violation of this article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

7. The Association agrees, upon request, to defend the Board in any suit brought against them regarding this article of the agreement, and to indemnify the Board for any costs or damages which may be assessed against them regarding this article of the agreement provided, however, that:
 1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance, or malfeasance of the Board.
 2. The Association has the right to choose the legal counsel to defend any such suit or action.
 3. If the Board elects to select its or their own counsel in any such suit, the Association shall have the duty to indemnify those defendants it does not represent in the suit.
 4. The Association, in defense of any such suit, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal.
 5. The Association, in defense of any such suit, has the right to compromise or settle any monetary claim made against the Board under this article of the agreement.

6. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The business office will make authorized deductions at the rate of 1/16 of the regular dues from the first two (2) regular salary checks of each month from October through May of each year.

The Board agrees to promptly remit to the Association all money so deducted accompanied by a list of teachers from whom deductions have been made.

- C. The Board shall also make payroll deductions, upon written authorization from teachers, for plans or programs jointly approved by the Association and the Board such as annuities, credit union, savings bonds, charitable donations, and all additional programs available through approved insurance carriers. Teachers must assume the responsibility for contacting representatives for the above items for assistance in their programs. Deductions will be made according to the following schedule:

Deductions	Paycheck
Association dues or fees	First two paychecks each month October through May
Hospitalization (for those with additional options)	First two paychecks each month (coverage for following month)
Annuities	First two paychecks each month
Credit Union	First two paychecks each month
Federal Income Tax	Each paycheck
State Income Tax	Each paycheck
Social Security	Each paycheck

- D. In order that the payroll system remain as efficient as possible, it is necessary to establish deadlines for making changes for deductions and salary changes. Information regarding annuities, credit union, insurance programs, and exemptions must be in the superintendent's office by ten (10) days prior to the first payday affected by the change. Necessary changes during the year must be relayed to the payroll department two (2) weeks in advance.
- E. Salary changes for years of experience will be made for all teachers as of the first contract day of the school year. In order to be eligible for a step advance on the schedule, teachers must have completed an equivalent of one (1) semester or more of full time teaching during the previous school year. Changes in salary column will be made at the beginning of the semester following the presentation of proof that appropriate credit has been earned. Transcripts must be presented by the teachers as soon as possible, however, grade slips issued by conferring institutions will suffice as proof of completion of necessary credits.
- F. As computer payroll has been adopted, the necessary forms and information will be provided by the business office.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, the preliminary budget, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless such teacher attempts to influence students to adopt similar religious or political beliefs, or unless such religious or political beliefs or activities otherwise adversely affect the teacher's work performance.
- D. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- E. Teachers shall have the right, upon their request, to review their own **PERSONNEL FILES INCLUDING** evaluations as made by their supervisors. A representative of the Association may be requested to accompany the teacher in such a review. The review will be made in the presence of the superintendent or principal at a mutually agreed upon time.
- F. In carrying out professional assignments each teacher has a unique style. Yet, within the uniqueness there exists behaviors which are recognized as generally representative of good professional practice. Each teacher will strive to:
- a. Provide for individual differences
 - b. Provide classroom climate conducive to learning
 - c. Provide a reasonable level of classroom control
 - d. Command the tools of communications
 - e. Encourage students to grow toward self-direction
 - f. Provide continuity of experiences
 - g. Build and maintain student-teacher rapport
 - h. Share professional experiences with colleagues
 - i. Carry full share of the professional load
 - j. Adapt professional approaches to meet specific requirements
 - k. Be knowledgeable of subject area
- G. The private and personal life of any teacher is not within the appropriate concern of the Board except as it may affect his teaching performance.

- H. Two (2) copies of the agenda for all Board meetings shall be sent to the Association president.

ARTICLE IV

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.

The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction, provided, however, that the Board reserves the right to take immediate action, up to and including suspension and/or discharge of a teacher, depending upon the severity of the aforesaid abuses without resort to progressive discipline provided also that no element of the tenure act is violated.

- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If a mutually agreed upon person is not found within three (3) days, the administration shall contact the Board of Directors of the GEA and they will appoint a representative. Under emergency conditions, by mutual agreement of both the Board and the Association, the three (3) day waiting period may be waived and the president of the Association and two (2) other Association members may appoint a representative for the teacher.
- D. If a formal reprimand of a teacher is forthcoming, the teacher in question will be notified as to the nature of the reprimand so he may use his option of having a GEA representative with him during the reprimand.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

Elements of professional advantage will be limited to the subject area in which the teacher prefers to teach, also the hours, wages and working conditions of this agreement and the tenure act.

ARTICLE V

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution 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;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs and to provide athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 4. To make the final decision as to the means and methods of instruction, the selection of textbooks and other teaching materials and equipment;
 5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VI

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement as set forth in Schedule A are attached to and incorporated in this agreement. Such salary schedule shall remain in effect for the duration of this contract.
- B. The salary schedule is based upon the number of teacher days as set forth in Schedule A of the regular school calendar and the normal teaching load as defined in this agreement.
- C. Teachers involved in extra duty assignments set forth in Schedule B, which is attached to and incorporated in this agreement, shall be compensated in accordance with the provisions thereof. Individual contracts shall be issued within two (2) weeks of commencement of duties.
- D. At time of hire, a maximum of eight (8) years of credit may be given, one (1) for each year of teaching experience in other school districts which are accredited by a recognized accrediting agency.
- E. **Optional Professional Development Day:**

November 15, 2010 and November 15, 2011 will be scheduled on the school-year calendar as an optional professional development day. Teachers shall be able to elect to attend this optional work day. Teachers who do attend this Professional Development Day will be compensated at \$29.27/hour (per Article VIII, K, 5).

To facilitate planning, staff will be surveyed via electronic mail to determine enrollment in the optional Professional Development Day. Staff who do not timely respond as of the close of school on the third Friday in September shall be ineligible for the optional Professional Development Day. Each optional Professional Development day will be at least 6.5 hours in length.

ARTICLE VII

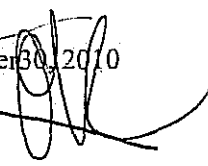
FRINGE BENEFITS

STILL NEED TO MAKE CHANGES IN THIS ARTICLE and must double check wage changes

A. The Board shall pay the following for the insurance coverage selected below for each full-time teacher and his/her eligible dependents as defined by MESSA:

Plan A: MESSA PAK including the following:

The Board will pay the full premium except the teacher will pay the full difference in costs to the Board between Supercare I and the Choices II plan as listed below, including the employee monthly co-pay for Choices II.

~~MESSA Super Care I Health Insurance
10/10 RX 100/200 Deductible July 1, 2010 through September 30, 2010
Beginning October 1, 2010 - 10/20 Rx with 100/200 deductible~~ 

MESSA VSP III Gold Vision Insurance

MESSA Delta Dental Plan E-007 Orthodontic rider with internal and external coordination of benefits to each teacher. The Delta Dental Plan will be 80/80/80 with Class I, II maximum at \$1,500 and class III maximum at \$2,700.

MESSA Plan II Long Term Disability Insurance with benefits paid at 66 2/3% of salary up to a monthly maximum of \$5,000 and shall begin after the later of:

- 1) Exhaustion of the bargaining unit member's accumulated sick leave or
- 2) Expiration of ninety (90) calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need be consecutive and for the same condition).

MESSA Negotiated Term Life Insurance in the amount of \$30,000 with AD & D and waiver of premium for each full time certified teacher with benefits paid to the teacher's designated beneficiary.

Plan B: Employees not participating in health care protection will receive \$175 per month in addition to PAK B coverages as described above including MESSA VSP Gold III Vision Insurance, Delta Dental Insurance, Long Term Disability Insurance, and Term Life Insurance. This may be taken as cash or may be applied to other MESSA/MEA Financial Services Association options or presently approved annuity plans.

The cash in lieu amount above will be increased to \$350/month if at least three (3) teachers who as of June 30, 2010 elected a health care Plan A or Plan C (MESSA CARE 2 or MESSA Choices II) switch to this cash-in-lieu option (i.e., three teachers who were not receiving cash-in-lieu benefits switch to cash-in-lieu). As of June 30, 2010 nine teachers elected to receive cash-in-lieu benefits.

OR

Plan C:

The teacher may chose the provided MESSA Choices II plan (as described below) with monthly premiums to be fully paid by the Board for the full-time teacher and his/her eligible dependents as defined by MESSA, except that beginning October 1, 2010 each employee electing this plan shall contribute \$63/month via an IRS section 125 payroll deduction plan to the cost of the plan.

July 1, 2010 – September 30, 2010 - MESSA Choices II with 10 Rx
Beginning October 1, 2010 – MESSA Choices II with 10/20 Rx; \$200/400 annual deductible (in network), \$400/800 annual deductible (out network); and \$10 office visit co-pay.

B. The Board shall pay the premiums for each full time teacher and their eligible dependents as defined by MESSA, in the plans described above for a period of twelve (12) months. The twelve (12) month period will commence September 1 and end August 31 of each year.

The District shall reimburse employee deductibles upon presentation of receipts to the \$100/200 in network and \$250/\$500 out of network deductible levels. Reimbursement will be made on a quarterly basis: October 15, January 15, April 15 and July 15 each year.

C. In the event a teacher is employed to work less than full time, the Board shall provide a portion of the full time teacher's employee benefits according to the following formulas:

$$\frac{\text{Number of contract days scheduled to work}}{\text{Number of contract days in the school year}} \times \text{Fringe Benefit Premium}$$

OR

$$\text{Percent of full time assignment} \times \text{Fringe Benefit Premium}$$

Percent of full time assignments is determined by the number of annual assigned teaching periods divided by the total number of annual teaching assignments regularly scheduled for a full time teacher in the applicable building.

D. It is expressly understood that the Board is only responsible for providing premiums for negotiated insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules, regulations, and operating agreements as set forth by the carrier(s) in the master contract held by the policyholder.

E. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.

To be eligible for the above coverage, employees must be able to perform the "at work requirements" with this employer before benefits are effective.

All insurance coverages provided under this article shall, in all respects become effective only upon submission of written application by the bargaining unit member and acceptance by the insurance carrier.

F. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change.

G. In the event a bargaining unit member dies, is terminated, or resigns during the school year, ~~MESSA Super-Care-I~~ health, life and dental insurance (excluding all salary protection plans) for the bargaining unit member and his/her family shall be continued by the Employer until the bargaining unit member or his/her family or estate has received the full pro rata portion of the twelve (12) month insurance year earned at the time of death, termination, or resignation.

H. Eligible dependents shall be as defined by MESSA. The Board shall have the right to inquire, monitor, and audit dependent care coverage provided that the MESSA appeal procedure is available to affected employees.

ARTICLE VIII

TEACHING HOURS AND CLASS LOAD

A. Teachers recognize the principle of the forty (40) hour week as divided into five (5) days of equal length. Daily attendance will be required as follows:

Secondary teachers.... 7:45 a.m. 3:15 p.m.

Elementary teachers... 8:00 a.m. 3:30 p.m.

In addition, teachers are required to attend scheduled meetings of the building, grade level, department, or other groupings as is deemed necessary by the administration. Such meetings shall not require attendance for more than twice a month. When possible, meetings shall not be

scheduled for Friday afternoon. Teachers shall be notified of any scheduled meeting by the Friday of the previous week. Other responsibilities of the teacher such as coaching or driver training shall not excuse a teacher from attendance at meetings, except for coaches of athletic contests previously scheduled. Besides the foregoing, special meetings may be called by mutual consent of the administration and the executive board of the GEA.

If any provision of this agreement restricts the school district in reaching the required amount of instructional time, the district reserves the right to adjust the schedules as necessary to assure minimum compliance. Adjustments in such instances will not require additional compensation unless such adjustments alter present contractual agreements. The staff of each building shall have input into any adjustments in the schedule to meet these requirements.

- B.
1. The normal weekly teaching load in the Middle School will be thirty (30) teaching periods and five (5) unassigned preparation periods with no less than two hundred forty (240) minutes of preparation time weekly. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. Preparation time shall be counted as time between the first regular class hour and the last regular class hour of the day. If a teacher agrees to teach a class outside the normal school hours, he will be given the same amount of time off during the normal school hours in addition to his regular preparation time. Teachers receiving additional pay for teaching in excess of the normal teaching load are covered by Section G of this Article.
 2. The normal weekly teaching load in the HS will be twenty (20) teaching periods and five (5) preparation periods. Each preparation period will consist of a time period equal to and consistent in duration with an assigned teaching period. The preparation period shall be used for lesson planning; conferences with students, parents and administration; and other similar educational endeavors.

If a teacher agrees to teach a class outside of the normal school hours, he/she will be given the same amount of time off during the normal school hours in addition to his/her regular preparation time. Teachers receiving additional pay for teaching in excess of the normal teaching load are covered by Section G of this Article.

- C. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. The Board will strive to provide separate lunch facilities for the teachers.
- D. Elementary teachers (K-4) may use for preparation all time during which their classes are receiving instruction from various teaching specialists; however, they shall be guaranteed two hundred fifty (250) minutes per week in addition to the lunch period for this preparation time.
- E. Teachers of music, art, band, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at their building and/or grade level.
- F. No departure from these norms, except in cases of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. If a teacher shall teach more than the normal number of teaching periods in a day for more than five (5) consecutive days as set forth in this article, he/she shall receive additional compensation at one (1) times the pre-period rate for each teaching period in excess of such norms.

Example: 1 x annual salary

Number of periods taught x Days of Instruction

If a teacher has such an assignment increase for an entire school year, he/she shall be compensated at the rate explained above. Such assignments will be made for a one (1) year period only, and may be renewed by the Board, if needed. If a teacher does the above, he/she will be expected to be present at school an additional one (1) hour, either before or after the regular school day.

- H. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.
- I. Teachers are expected to be at work during normal working hours on all working days in accordance with the school calendar, whether or not classes are actually in session except for Act of God days as stated in Article XV. In the event the teacher is unable to attend according to normal hours, the teacher shall notify the principal prior to 6:30 a.m. of the reason for not being in attendance. The teacher shall report when he or she can be expected to arrive in the event that normal hours cannot be met. In the event that the teacher faces impassable roads and school is open for classes, the day's absence shall be charged against personal business days. Absences beyond allocated personal leave shall be deducted from the teacher's salary at a rate determined by dividing that teacher's annual salary by the number of contract days in the school year.
- J. If a teacher shall substitute for another teacher during his/her preparation period, he/she shall be paid 1/3 of the current rate for substitute teachers.
- K.
1. Public Act 25 of 1990 requires that districts develop a School Improvement Plan for the District. "SIP" shall mean a School Improvement Plan, as provided in this Act.
 2. The provisions contained in this article shall apply to the district level school improvement committee and SIP as provided in Public Act 25 of 1990, as well as to any other SIP as defined by section K, 1 above.
 3. In the event that any provision(s) of a SIP, or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement or P.A. 25, the bargaining agreement or P.A. 25 shall prevail.
 4. In agreement with Public Act 25 of 1990, the district wide committee will be composed of an equal number of teachers and administrators, including the superintendent and chief negotiator of the Association. To the extent possible, participation by the employee shall be voluntary. In the event that no volunteer comes forward for a committee that may affect the state aid for the district, the Association president and the superintendent will select a person or persons agreeable to both parties.
 5. Teachers serving on a district wide school improvement committee may be required to work up to a maximum of ten (10) days per year beyond the regular school year. Such work shall be compensated at an hourly rate of .06% x B.A. Base salary step 1. Such work will not be undertaken on regularly scheduled days of instruction. All parties involved shall mutually agree on any training in the SIP process. When teacher members of the SIP committee find it necessary to resign from the committee, a replacement committee member will be selected according to the provisions of Article VIII, K4.
 6. In the event it becomes necessary to hold SIP committee meetings on a regular day of instruction, committee members will be paid their regular per diem rate, but will not

receive any extra stipend unless such work will extend that teacher's hours beyond 4:30 p.m. In such cases, those teachers will be compensated as outlined in paragraph five (5) above for work beyond 4:30 p.m.

- L. Due to the requirements being placed on the District by P.A. 25, teachers may be requested by building administrators to serve on necessary committees to comply with this process. The GEA will provide lists of teachers willing to work on this process to the building principals for his/her selection of committee members and may hold meetings as provided in Section A of this Article.

ARTICLE IX

TEACHING CONDITIONS/CLASS SIZE

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

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall meet the following standards:

- 1. Elementary and Primary Center Class Size

- a. Maximums

Developmental K	17 + Aide		
K	25	3	29
1	26	4	30
2	27	5	31

- b. The district shall make a reasonable effort to balance kindergarten classes.
 - c. When the total number of students per grade level at the Primary Center or Elementary level is exceeded by the number of classrooms time the maximum number plus one (1), a one half (1/2) time aide will be provided to the teachers at that grade level. Each additional student exceeding that number will result in another half time (1/2) aide being provided at that grade level. At no time will the number of aides exceed the number of classrooms in a grade level.

The principal and steering committee teacher at a given grade level that is provided an aide will determine the distribution of time for that aide. It is understood that temporary aides shall be provided as soon as possible following an overload condition in grades kindergarten through fourth.

- 2. High School and Middle School class size shall not exceed a maximum number of thirty-two (32) except for band and choir. High School and Middle School physical education shall have a maximum of forty-four (44).

Teachers will not be assigned more than four (4) preparations. Class size limitations do not apply to special or exploratory classes which do not meet on a regular daily schedule, such as the primary, elementary and middle school music, art, physical education, and computers. Every reasonable effort will be made to balance teacher loads.

- B. Secondary Class Size To the extent possible, students shall be equitably distributed among the various classes to which a secondary teacher is assigned.
- C. In addition, no class size shall exceed the number of students that can be accommodated by the facility.
- D. At the beginning of each school year, resource room students will be equitably distributed at each grade level.

To the extent possible and in consideration of recommendations from grade level and special education teachers, K-4 at-risk students (i.e., resource room students, non-English speaking migrant students, Title One students, etc.) will be equitably distributed among regular classrooms.

It is also understood that each special education staff member, responsible for the preparation of IEP forms or scheduling IEP parent meetings, shall be provided all necessary accommodations of release time, from their normal work calendar, for the preparation and completion of said tasks. Release time shall be provided upon agreement between building staff and their administrator.

- E. Substitute teachers will be hired in the absence of resource room teachers. If a qualified substitute teacher is not available, the resource room teacher shall make work assignments available to the regular education classroom teacher.
- F. The Board will strive to keep remedial class sizes small enough to allow adequate pupil/teacher contact on a regular basis.
- G. Medically Fragile

Absent an emergency, medically fragile students are those who are chronically ill, and/or medical technology dependent, and/or have life threatening conditions that require immediate medical attention.

On a case-by-case basis, based upon the recommendation of the IEPC, the district will determine what supplementary aides, support personnel, and other related services deemed necessary should be provided to the teacher providing direct instruction to the medically fragile student.

When a teacher is assigned a student in or from a Special Education program for severely impaired students (POHI, SXI, SMI, EMI, TMI, autistic, medically fragile), the teacher shall not be expected to perform routine scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The classroom instructor or any other adult who may be present at any time when instruction or any other services are being provided, will be instructed by a medical professional with written instructions provided as to any emergency measure which may be necessary on occasion due to a student's impaired condition. No teacher will be expected to perform any non-emergency care.

The addition of the handicapped or otherwise medically fragile student to the education classroom will not, in any way, disrupt nor have a negative impact on the educational process for

either the handicapped student or the other students in the class. Class size may be adjusted in inclusive education classrooms in order to accommodate increased individualized attention for the handicapped or medically fragile students and for the students in the program.

The receiving classroom teacher must be invited in writing to be party to any IEP involving any medically fragile student in their charge. If any teacher has a reasonable basis to believe that a handicapped student's current IEP is not meeting the student's unique needs, as required by law, the teacher will advise his/her principal of that opinion in writing.

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly, by the Employer due in any way to the bargaining unit member having:

1. Filed a complaint under Part 8 of the Michigan Special Education Rules or with the Office of Civil Rights, U.S. Department of Education, or
2. Asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of the Least Restrictive Environment mandate as provided for in this Article or by law.

H. If a tenured teacher has been evaluated at least once with the Standard Evaluation Form (Pages 45-48) as a tenured teacher and the evaluation(s) have been overall satisfactory, then the supervisor and teacher can mutually agree to use the following process:

- a. One to three professional growth goals mutually determined by the teacher and supervisor will be turned in no later than November 1 for current school year.
- b. The parties will meet to review the goals and progress toward goals at least twice during the year.
- c. There will continue to be observations of the teacher in the classroom followed by informal discussion in a conference setting to provide feedback on performance.
- d. A copy of the goals with progress noted will be submitted at the end of the school year to be placed in the teacher's personnel file. It is understood that goals may or may not be fully achieved.

I. SPLIT ASSIGNMENT/SHARED STAFF - Shared Staff (Building to Building shared staff)

When the Board determines that a split assignment is necessary, the assignment will be posted. If there are no qualified internal applicants the district will assign the least senior qualified (Article X. C.) employee or recall a qualified employee. If a vacancy remains unfilled (per the terms of this agreement), an external applicant may be hired. If an involuntary transfer occurs the district will repost the assignment for the following school year.

1. By the start of the school year such teacher shall be informed in writing which administrator is considered the teacher's immediate supervisor and, if applicable, evaluator. It is understood that the other administrator may have input into the evaluation (including conducting one or less than half of the observations for evaluation purposes if the teacher in the split assignment

spends at least 35% of the teacher's assignment in the other administrator's building). In the alternative, if the teacher is assigned 35% or more in a building the administrator responsible for the evaluation may be alternated from year to year.

2. A teacher assigned to multiple buildings will be scheduled to work the same contractual day, attend staff meetings, trainings, professional development, and/or parent teacher conferences the same as other teachers assigned to the building where the split teacher spends the majority* of time. Split assignment teachers concerned with the details of their assignment shall discuss such concerns with their immediate supervisor and if not resolved can utilize the grievance procedure for resolution.

*In the case of a 50-50 assignment the administration will select the majority building.

3. Adequate travel time shall be arranged in the teacher's schedule to travel from one worksite to the next.

J. Team-teaching

1. A teacher assigned by the administration to teach a single class with another teacher will be considered in a team teaching situation.
2. When the Board determines that a team teaching assignment is necessary, if a regular daily common planning period cannot be scheduled, upon request the building principal will arrange for a half day of scheduled release time each month for common planning.
3. For purposes of Article X., any team taught classroom will be considered one classroom
4. In addition, during the professional development time before school starts the team teachers will meet to discuss various ways to distribute workload. Appendix X provides an example for distribution of the workload in a team teaching environment. This Appendix is an example only, and not intended to be all inclusive.
5. In the event that the team teachers are unable to agree on an equitable distribution of workload and duties, either teacher can request the building administrator to assist the teachers in developing a mutually agreeable workload distribution.
6. If a resolution can not be reached, the building administrator will assign duties for the team, and the resulting assignments will be summarized in writing and signed by the team.
7. If a team member is absent on a student day, and a substitute is not provided, the remaining team member shall be paid a pro-rata portion of the substitute costs for that class period unless the principal is notified in advance that a substitute is not required

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

A. Whenever any permanent vacancy exists in a teaching or extra curricular position in the district, or if a vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by posting the vacancy in each building within seven (7) days of the occurrence of the vacancy. The position will not be filled until seven (7) calendar days following the date it was posted with the bargaining unit members. Postings of permanent vacancies which occur during the summer months shall be mailed to the Association President and the last known address of each bargaining unit member whose name appears on an Association generated job interest list. After August 1 of each year, vacancies which occur shall be posted for three (3) calendar days, following the day of posting.

1. Permanent vacancy shall mean a bargaining unit position newly created (including, but not limited to positions created by increased enrollment, revised curriculum, increased section at grade level or subject levels) or a bargaining unit position the Board intends to fill because of a resignation, retirement, dismissal for cause or death of a teacher assigned to said bargaining unit position.
2. Temporary vacancy shall mean a bargaining unit position held by a teacher on a leave of absence.
3. The Board shall not be required to post temporary vacancies.

B. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. Assignments will be made, however, in the best interest of the students of the school district, in accordance with the judgment of the Board.

C. Any teacher may apply for a vacancy. In filling teaching vacancies the Board agrees to give due weight to the professional background and attainments of all applicants including but not limited to:

1. Teaching experience, degrees and certificates held.
2. Teaching ability, student rapport, and discipline as reflected in all written evaluations and memos of which the teacher receives a copy.

A teacher with less seniority shall not be awarded the vacancy unless their credentials are substantially superior. In the event two or more candidates are deemed equally qualified, the candidate with the most seniority shall be awarded the position. All teachers not awarded the vacancy applied for shall receive notification as to the specific reasons why he/she did not receive the vacancy.

D. Since the transfer of teachers is usually disruptive to the educational process and interferes with optimum performance for both students and teachers, the parties agree that transfers of teachers during the school year are to be minimized and avoided whenever possible. In the event that such transfers do become necessary, they will be made by the Board so as to affect a minimum of disruption to students and staff.

Transfers of teachers during the school year are to be minimized and avoided whenever possible. Transfer shall mean a change in:

1. Building assignment
2. Grade level assignment in grades K-4
3. Subject area assignment
4. Non-classroom assignment such as librarians, guidance counselor, itinerant personnel, etc.
5. Special Education

Involuntary transfers will only occur after consultation with the association at which time the parties will discuss and explore other options that will impact less senior teachers.

Any teacher who shall be transferred to a supervisory or executive position after 9.1.10 shall retain unit seniority and rights to their former position for 1 year from the date of transfer to an administrative position. Seniority shall continue through the second year of transfer and the employee may exercise this seniority to apply for a posted vacant position. Beginning the third year after transfer the employee's seniority in the bargaining unit will be forfeited. ~~(current applicable administrator shall retain unit seniority rights through 8.31.12 for the purpose of filling posted vacancies.)~~ ~~Not exactly, current administrators are not covered by this language, only those transferred after 9.1.10. If that is what is meant, then an initial clause should be added to the parenthetical.~~

Teachers shall be given written notice of their tentative subjects and/or grade assignments for the forthcoming year no later than the close of the preceding school year. In the event that schedule changes, the affected teacher shall be notified and consulted.

ARTICLE XI

LEAVES OF ABSENCE

A. Personal Illness:

All teachers absent from duty on account of personal illness shall be allowed eleven (11) days with full pay. Unused sick days shall accumulate to one hundred twenty five (125) days. Sick leave shall be credited fully at the beginning of the school year. Wage adjustment for overpayment shall be made at the end of the school year or in the event a bargaining unit member is terminated, resigns, or goes on unpaid leave. Sick leave may be used in accordance with schedule specified herein for personal illness. For all absences, the teacher is required to notify the school administration upon the first knowledge of the necessity for the absence and leave a phone number where he/ she can be reached during the school day, if the teacher will not be at his/her home number. Personal illness is the bona fide physical incapacity to report for and discharge duties. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.

B. Bereavement, Family Illness and Emergency Leave:

1. Death in the immediate family: The teacher may take a maximum of five (5) days for the death of mother, father, spouse, children, spouse's children, brother, sister, grandmother, grandfather, grandchildren, mother-in-law and father-in-law. Additional leave granted beyond five (5) days shall be deducted from accumulated sick leave.
2. Other Deaths: The teacher may take one (1) day per death, not to exceed three (3), to attend the funeral of someone not in the immediate family. Days used shall be deducted from accumulated sick leave.
3. Family Illness: The teacher may take up to six (6) days leave for illness in the immediate family. This includes spouse, children or one for whom he/she is responsible in extreme or emergency cases where that teacher's presence is necessary. (Routine child care does not apply.) Days used shall be deducted from accumulated sick leave.
4. In no event shall the number of days exceed six (6) under B.2 and B.3 above.
5. Up to three (3) days leave may be granted for other emergencies not covered in this Article. Days used shall be deducted from accumulated sick leave.

C. Personal Business Leave:

In addition to personal illness, bereavement and family illness or emergencies, each teacher shall be allowed three (3) personal leave days with full pay to be used for personal business according to the following provisions

1. Personal business leave, in all cases except unforeseen emergencies, accidents, fire, flood, sudden illness of a dependent, other than spouse or child, requires at least two (2) days advance notice in writing to the principal or immediate supervisor.
2. Appropriate use of personal business day
 - a. ~~For sound, pressing and unavoidable personal business that cannot be conducted outside of school hours.~~
 - b. ~~Examples of inappropriate use:~~
 1. ~~Recreational pursuits~~
 2. ~~Social functions~~
 3. ~~Economic gain~~
3. Personal business leave will not be used immediately prior to or immediately following vacation periods except at the discretion of the superintendent.
4. Teachers may use personal business days for illness or bereavement if personal illness days have been exhausted.
5. Teachers who have used two (2) personal business days must state the specific reason within the above guidelines in writing to the principal to use the 3rd personal business day after April 30. provided that use of the day complies with the following:

- a. For sound, pressing and unavoidable personal business that cannot be conducted outside of school hours.
- b. Examples of inappropriate use:
 1. Recreational pursuits
 2. Social functions
 3. Economic gain

6. Teachers who use no personal business days during school year shall be granted a \$100 stipend. Teachers who use only one personal business day during the school year shall be granted a \$50 stipend.

D. Other leaves of absences from classroom duties will be granted with pay for the following reasons:

1. When a teacher is called for jury duty during school hours, the Board shall make up the difference in pay.
2. Court appearance as a witness in any case connected with the teacher's employment in the Grant Public Schools or whenever the teacher is subpoenaed to attend any proceedings, the Board shall pay this difference in pay.
3. Approved visitation at other schools or for attending educational conference or convention, two (2) days may be allowed and a report will be submitted to the superintendent. Additional days may be granted upon the approval of the administration.
4. When a teacher is required to take a selective service examination or appear before the draft board, such time will be granted with full pay.
5. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the duration of the absence or until the end of the school year, whichever is less.
6. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than forty eight (48) hours in advance of the date for intended use of said leave. The first two (2) Association days shall be paid by the Board. The Association will pay the substitute teacher for the remaining five (5) days.

E. Leaves of absence without pay shall be granted for the following reasons:

Except as provided for under FMLA, the Board agrees to allow individuals on unpaid leave to continue their fringe benefits under the group plan at the employee's expense for the duration of the leave. Return from any leave is subject to the operation of the Layoff and Recall Article of this agreement.

1. Professional Leave

Leaves of absence without pay may be granted upon application for study, research of special teaching assignment involving probable advantage to the school system.

2. **Child Care Leave**

An unpaid leave of absence of up to one (1) year shall be granted to any male or female bargaining unit member for the purpose of caring for a newborn or adopted child who needs care. Said leave will require as much advance written notice as possible, but no less than thirty (30) days except in an emergency. The notice shall specify the beginning, duration, and return date of the leave. Seniority will accrue during the leave. Upon return from the leave, the teacher will be returned to his/her former position if said teacher is returning at the start of the school year. Otherwise, the teacher will be placed in a position within his/ her certification at the discretion of the superintendent for the remainder of the school year. At the start of the following year, the teacher will be returned to his/her former position. Salary schedule movement will be determined as per Article III.

3. **Elective Leave**

Teachers who have been employed for five (5) years or more at Grant Public Schools may, at the discretion of the Board, be granted a leave, without pay, for one (1) year. A teacher, upon return, shall be restored to his/her former position or a position within his/her certification. Seniority and placement on the salary schedule shall be frozen until the teacher returns from elective leave.

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, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period, subject to the time he/she is required to stay in the service.

5. **Medical Leave**

Any teacher who is unable to teach because of personal illness as covered in Article XI, Section A., and has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of the illness up to three (3) years, provided the teacher notifies the Board with a statement from his/her physician of the necessity and length of time for such absence including return to work when the same is requested by the Board. The Board reserves the right to require a second opinion of a Board appointed physician at the Board's expense. Should the second opinion from the Board's physician conflict with the opinion from the teacher's physician, the Board and teacher will mutually agree on a third physician to provide an opinion of the necessity of such absence. A teacher, upon return up to the end of two (2) years, shall be returned to his/her former position. Seniority shall continue to accrue during the two (2) year leave period.

If the teacher is able to return in the third year, he/she shall be awarded the first available vacancy within his/her certification. If no vacancy exists, the teacher shall be awarded the first available vacancy within his/her certification for the three year period from the date of his/her ability to return to work. Article XVII D.2. language applies in this case. After three

(3) years from the date of ability to return to work, the teacher shall no longer be considered for available positions. Extensions may be granted at the discretion of the Board.

If the teacher is unable to return to work at the end of the three (3) year unpaid medical leave, he/she may apply for an extension of the unpaid medical leave. Extensions may be granted at the discretion of the Board.

F. Disability Leave

1. In the event a developing disability (e.g., cancer, pregnancy, etc.) negatively impacts the employee's ability to report for work, the employee should notify the superintendent of their availability for work. Where disability leave is requested in such circumstances, a request for such leave must be presented along with:

a. A physician's statement indicating an opinion as to the last day on which the teacher is physically able to perform the teaching responsibilities.

b. Notification of the teacher's choice of disability leave options as listed:

Option 1 - Unpaid leave is to commence immediately after the date listed on the physician's statement.

Option 2 - The teacher may use accumulated sick days beginning immediately after the date listed in the physician's statement. In the case of pregnancy, the use of sick leave shall carry through the period of time until the physician has released the teacher to return to work. Unpaid leave is to commence after that portion of accumulated sick leave has been exhausted.

Option 3 - The teacher may use any portion of his/her accumulated sick days beginning immediately after the date listed in the physician's statement. When the teacher has been released by his/her physician to return to work or when the teacher selects to reserve sick leave days, unpaid leave is to commence after that designated portion of accumulated sick leave has been exhausted.

2. After treatment of the disability or delivery, a doctor's statement shall be transmitted to the superintendent indicating the physician's estimate of when the employee may be physically able to perform his/her teaching responsibilities. It is understood that the dates of such a leave can be altered by the medical condition of the teacher as certified by his/her physician.

3. At the end of the disability leave the teacher shall be returned to his/her original position.

G. FMLA Leave

The Board, in conformance with the Family and Medical Leave Act of 1993, shall grant unpaid leaves of up to twelve (12) weeks during any twelve (12) month period, for the following reasons:

1. To care for the employee's spouse, parent, or child who has a serious health condition
2. The birth of a child
3. The placement of a child for adoption or foster care
4. The employee's own serious health condition as defined by FMLA.

5. Injured military service member leave (26 weeks leave to care for a spouse, child, parent or next of kin of a covered service member)
6. Qualifying exigency leave arising out of spouse, son, daughter, or parent is on active duty or has been notified of an impending call to active duty status. (12 weeks).

It is understood that these FMLA Leaves run concurrently with leaves already provided herein.

Any paid or unpaid leave which is used for family and medical leave will count toward the twelve (12) weeks per twelve months guaranteed in the Act. Any paid leave provided for in the Master Agreement must be exhausted before the employee is eligible for the rest of the FMLA Leave (to a combined maximum of twelve (12) weeks.) Note: An employee who has accumulated over twelve (12) weeks of unused sick days is entitled to use twelve (12) weeks concurrently with FMLA Leave and then the additional days as per Section A of this Article.

Child includes any individual under eighteen (18) years of age for whom the employee serves in loco parentis; a child over eighteen (18) who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. Notwithstanding the foregoing, the Board may elect to have the employee continue his/her leave until the end of the term, unless other existing leave provisions under this Article permit other ending times, if the leave begins:

MORE THAN FIVE WEEKS PRIOR TO THE END OF THE ACADEMIC TERM. When the leave is at least three (3) weeks in duration, and the return to employment would occur during the three (3) week period before the end of the term.

LESS THAN FIVE WEEKS PRIOR TO THE END OF THE ACADEMIC TERM. When the leave is greater than two (2) weeks in duration, and the return to employment would occur during the two (2) week period before the end of the term.

LESS THAN THREE WEEKS PRIOR TO THE END OF THE ACADEMIC TERM. When the leave is greater than two (2) weeks in duration, and the return to employment would occur during the two (2) week period before the end of the term.

The Board shall have the option of requiring the employee to use accrued paid sick leave, vacation, and/or personal leave during the leave except, in cases of disability leave, that language shall be controlling. The remainder of any leave time, to a total of twelve (12) weeks, will be unpaid.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. Seniority shall continue to accrue during the leave. The employee shall have the right to take on a reduced or intermittent schedule.

Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date, and the expected ending date.

H. Other Related Provisions

1. Realizing that poor mental or physical health of a teacher is detrimental to an educational program, all persons covered by this document will submit to mental or physical health examinations that are job related if this is felt to be necessary by the Board of Education or its representative. It is further agreed that persons found to be mentally or physically incompetent to fulfill his/her ~~professional responsibilities~~ essential functions of the job may be relieved of his duties, upon the consensus of two (2) examinations by appropriately licensed medical persons. It is further understood that the Board of Education will pay for the cost of such examination as well as for any loss of time during which the examination might occur, and that the teacher will have the option of selecting one (1) of the examiners involved. If consensus is not reached, the third (3rd) doctor will be consulted.
2. Absences not covered in this Article shall be chargeable against the teacher's pay.
3. At the beginning and at the end of each school year, the teachers will receive a statement as to the number of days of sick leave accumulated to date. Actual notification can be given during the months of September and June.
4. In a leave of absence described in E. 1, 3, and 4, teachers will return to the same position, if available, or a substantially equivalent position.

5. Military caregiver leave

The employer shall grant unpaid leaves of up to twenty-six (26) weeks (inclusive of the twelve (12) weeks granted under "A" above) in a single twelve month period to care for a covered service member. Covered service members include: members of the armed forces, including the National Guard or Reserves, with a serious illness or injury incurred in the line of duty on active duty.

1. Determination of "in the line of duty on active duty" shall be as determined by the department of defense or its authorized healthcare representative.
2. "serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating in the military.
3. "family member" is defined as the spouse, child, parent, *grandparent*, *siblings*, or next of kin (defined in FMLA regulations to be: "nearest blood relative").

6. Family of National Guard/Reserves

Family members of service members in the National Guard or Reserves shall be allowed upon request, the use of up to twelve (12) weeks of their FMLA leave to manage the affairs of the service member while s/he is on active duty, whether current, or prospective (call-up). Such "qualifying exigency leave" may be taken for:

1. Short notice deployment
2. Military events

3. Child-care and school activities
4. Financial and/or legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities
8. Additional activities agreed upon as qualifying between the employer and employee.

It is agreed that the above provisions shall be applied in accordance with FMLA regulations.

ARTICLE XII

IMPROVEMENT OF INSTRUCTION/TEACHER EVALUATION

- A. It shall be a major administrative responsibility to assist teachers to become oriented and improve instruction through direct observation of the teacher's work. The administrator will notify the teacher of those observations together with recommendations that the administrator may have for the teacher especially in the case of a teacher who is having problems.
- B. A formal evaluation will consist of the following:
1. A pre-conference between the evaluator and teacher to discuss the evaluation process.
 2. A written evaluation of the teacher based upon ~~one (1)~~ **TWO (2)** or more observations of at least twenty (20) minutes duration by the evaluator. **[PROBATIONARY 60 CALENDAR DAYS APART unless mutually agreed otherwise in writing] – see below**
 3. A personal conference between the evaluator and teacher.
- C. The teacher will be evaluated by the building principal, assistant principal or his/her designee. Observations shall be conducted openly and with the full knowledge of the teacher. Formal teacher observations shall not be on the days before holidays and vacations nor the days when special events are scheduled.

The teacher shall be provided with a written evaluation at least one (1) day before the evaluation conference takes place.

- D. Formal **observations** ~~evaluations~~ for first year probationary teachers will be completed three (3) times each year according to the following schedule:

First ~~evaluation~~ by November 1
 Second ~~evaluation~~ by February 1
 Third ~~evaluation~~ by **March 15** ~~April 1~~

Formal evaluations for second, third, and fourth year probationary teachers will be completed two (2) times each year according to the following schedule:

First ~~evaluation~~ by November 1
 Second ~~evaluation~~ by **March 15** ~~April 1~~

Within ten school days after an observation the evaluator will provide an observation summary report including recommendations for improvement and identifying available administrative support. At the teacher's request, a meeting will be arranged to discuss this report and recommendations. This timeline may be extended in the event of illness of teacher or evaluator.

In addition, probationary teachers will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher, and the teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period **which shall address in writing the teacher's progress regarding the IDP goals. The final year end evaluation shall be provided during a final conference not later than April 1.**

E. The initial observation of a tenured teacher shall be completed by January 15 and the second by April 1.

Formal evaluations for tenure teachers will be completed at least once every three (3) years **or as required by the School Code** and shall be provided by ~~May 1~~ April 1 of the year in which they are evaluated. Not more than ten (10) days following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. A teacher's signature shall indicate he has received and read his evaluation.

F. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be advised of the general criteria on which he/she will be evaluated. The evaluation document shall be set forth in Schedule D.

G. All formal evaluations shall include but not be limited to, the following areas:

1. Knowledge of subject area
2. Techniques of instruction
3. Classroom management
4. Relationships with pupils, parents and professional colleagues
5. Student growth as required by section 1249 of the School Code to be negotiated by the parties upon receipt of the committee report

Areas of work that need improvement or areas of unsatisfactory work will be included in a formal evaluation. Recommendation will be made for improvement.

In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/ she may timely put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation report or he/she may request an additional evaluation.

Local, State or national standardized student test scores shall be considered as negotiated by the parties upon receipt of the committee's report.

If a teaching assignment and evaluation is made outside the area of certification, said teacher shall also be evaluated in his/her area of certification if teaching in this area.

ARTICLE XIII

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Whenever it appears that a particular pupil requires the attention of special counselors, social worker, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in his respective responsibilities with respect to such pupils.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Except as may be necessary to immediately protect the health, welfare, and safety of other persons, no disciplinary action shall be taken toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- E. When the behavior of a student warrants special attention, a teacher may temporarily exclude that student from class. Prior to that student being allowed to return to class, a discussion shall take place between the building administrator and the teacher as to the disposition of the problem encountered.

ARTICLE XIV

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters of vital mutual concern to the parties which have not been fully or adequately negotiated between them may from time to time arise. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matter.
- B. Neither party in any negotiations 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 within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with authority to make concessions and counter-proposals in the course of negotiations.

- C. If the parties fail to reach an agreement in such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

ARTICLE XV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly engage in a strike, slow-down, or work stoppage against the Grant Public Schools.

Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed, teachers shall not be required to report for work and shall be paid for all such periods.

In the event that school is canceled as noted above, the following shall apply:

1. There is no make-up day for first (1st) or second (2nd) days missed.
2. Any additional days missed shall be made up at the end of the school year without additional pay.

ARTICLE XVI

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, the Association or the Board of Education that there has been a violation of the express terms of this agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- C. In the event that the Board believes there is a basis for a grievance, the same procedure shall be followed as stated below substituting the words "building representative" for "building principals," "GEA president" for "superintendent" and "Association" for "Board".
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure on the form signed by the grievant and also signed by the Association if the Association is requested by the grievant to participate in the grievance procedure and if the Association agrees to participate. Grievance forms shall be available from the Association building representative. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be

filed with the superintendent or a representative designated by him. This first step shall be completed within fifteen (15) working days of the teacher's knowledge of the incident causing the grievance.

- E. Within ten (10) calendar days of receipt of the grievance, the principal shall meet with the grievant or the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent within ten (10) days of the date that the disposition of the grievance is rendered by the principal. Within ten (10) calendar days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee or if no disposition has been made within ten (10) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board within ten (10) days of the date that the disposition of the grievance is rendered by the superintendent. The Board, no later than its next regular meeting or two (2) calendar weeks whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board should be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- H. Within ten (10) calendar days after receiving the disposition from the Board or within ten (10) days of the expiration of the Board's time limit for rendering a decision, the grievance may be submitted to arbitration before an impartial arbitrator if the Association is not satisfied with the disposition. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses of the arbitrator shall be paid by the Association. If the arbitrator decides in favor of neither party, the parties shall equally share the arbitrator's fees and expenses.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement. He shall have no power regarding the termination of tenure and non-tenure teachers or in any other cases that are covered by the Teacher Tenure Act. He shall have no power to change any established practice, written policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such established practice, written policy or rule taken by the Board as long as such established practice, written policy or rule are not in violation of this agreement. The Board shall not be required to pay back wages prior to the effective date of this agreement. Any grievance occurring during the period between the termination date of this agreement and the date of signing of the new agreement shall be processed on the basis of the prior agreement.

ARTICLE XVII

LAYOFF AND RECALL

- A. It is recognized that reduction of school programs due to economic necessity is a Board decision. In order to promote an orderly reduction in personnel when such reduction is necessary, the Board or its designee will meet with the GEA leadership to review and discuss the District's staffing needs and share the plans for any projected personnel reductions. If the District still plans to reduce staff after the meeting, the following procedure will be used to carry out the reductions/lay-offs. The Board will provide lay-off notice to the least senior teacher(s) in the bargaining unit as long as there are more senior teachers certified and if applicable highly qualified, according to NCLB and the Michigan Dept. of Education regulations, to fill the positions that will be needed after the layoff. If the least senior teacher(s) cannot be laid off due to qualification needs, as stated above, the Board or its designee and the GEA leadership shall meet to develop a staffing plan that ensures that more senior teachers retain employment and the staffing needs of the district are met. This plan can entail transfer or reassignment of teachers (both voluntary and involuntary) into positions for which they are certified and qualified. Every effort will be made to honor seniority in the development of this plan, however the ultimate determiner will be the preservation of positions for senior teachers provided that they are certified and highly qualified (if applicable). The Board will implement the plan developed here prior to the issuance of layoff notices. Teachers shall be notified of layoffs in writing sixty (60) calendar days prior to the effective date of layoff.
1. For purposes of this provision transfer (voluntary and involuntary) shall be defined and implemented as provided in Article X. D.
 2. For purposes of this provision only, reassignment shall be defined as any change in subject area or work assignment for which the teacher is certified and if applicable highly qualified, as defined under NCLB and per the Michigan Department of Education regulations, within the building to which the teacher is assigned.
- B. In the event that specific positions are being reduced or eliminated, the teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of layoff. A teacher

notified of layoff shall have the right to replace (bump) another member of the bargaining unit who is the least senior teacher within the teacher's certification, provided the more senior teacher is certified and qualified to fill the position in question. "Qualified" shall be defined as having a valid state certificate in the subject area in question and being Highly Qualified as defined by NCLB and determined by the Michigan Department of Education regulations. For non-core teaching positions, "qualified" shall mean holding a valid teaching certificate and having prior successful teaching experience in the subject area or related subject area, or having a valid state certificate and having successfully completed ten (10) semester hours of graduate or undergraduate work in the subject area or related subject area.

1. Teachers notified of layoff will have five (5) work days or seven (7) calendar days from receipt of notice to indicate in writing their desire to bump another teacher.

Changes in a teacher's certification after the first work day of the next school year following layoff, shall not permit the teacher to be recalled by bumping.

- C. Seniority is defined to mean the amount of time continuously employed in any bargaining unit position that requires teacher certification. Time spent on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. Seniority shall be computed from the last date of hire. The last date of hire shall be determined for the individual teacher from one (1) of the following dates, whichever is earliest:

1. Letter of intent for hiring
2. Board approval for hiring
3. The recorded date and time of the signing of the individual teacher contract

The district shall prepare and present to the Association, a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the names of each teacher on the list shall be the date of last hire and each teacher's certification.

Objections to the seniority list must be made within thirty (30) calendar days of the list being presented to the Association.

D. Recall of Teachers

1. Teachers will be recalled by registered mail in reverse order of layoff when positions become available for which laid off teachers are certified and qualified as previously defined, and when the vacancy is in their teaching area of certification as defined in Section B., paragraph 1.

The teacher shall have seven (7) calendar days from the receipt of the registered mail to notify the Board of acceptance of the position or to request a hearing with the Board to state why they should not be terminated. A hearing will be held within ten (10) days of the last day of notification of acceptance of the position to determine termination status. Notice of recall and resolution shall be transmitted to the Association at the same time as the employee.

2. Refusal or acceptance of a position which is less than full time shall not affect a teacher's rights to a full time position. Part-time teachers shall be eligible for full time positions, however, they are not obligated to accept a full time position. Refusal of a full time position shall not void their recall rights.
3. No new teachers shall be employed by the Board while there are teachers of the district who are still eligible for recall unless the vacancy is in a teaching area of certification for which

laid off teachers do not qualify. Any teacher recalled must be certified and qualified based upon the standards established by the accreditation agency(s) subscribed to by the Board.

4. Teachers having been laid off for a period of three (3) years shall no longer be considered for recall. However a teacher shall be continued for a fourth year of recall if the teacher has provided the district with a letter indicating his/her interest in retaining recall rights for an additional year and has updated his/her mailing address prior to the fourth year of recall. ~~Such teachers shall be afforded a hearing prior to having their name removed from the recall list. Notification for such a hearing shall be mailed to the last known address of that teacher.~~
 5. All teachers laid off shall keep the administration informed of any change in address if they desire to be recalled.
- E. During layoff, teachers shall receive no insurance and/or other fringe benefits at Board expense, except as they qualify for unemployment insurance.
- F. Upon recall, the teacher's previously accumulated sick leave shall remain in effect. Additional sick leave days shall not accrue while on layoff.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call prior to 6:30 a.m. to report unavailability for work. The teacher agrees to have lesson plans in order and any necessary adjustments available for the principals to hand to the substitute. (At no time will a teacher who is on a preparation period, instruction, or otherwise occupied with supervision, be compelled to fill in for an absent teacher.)
- B. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board.
- C. An outgoing mailbox will be placed in each school and there will be a daily pickup. This mailbox may be used for any school mail, films, materials and first class mail that the teacher wishes to send.
- D. Free postage will be available at each school for school business.
- E. Retirement pay: In appreciation for services to the school district, a retirement stipend shall be granted. This retirement stipend will be based on the teacher's unused sick leave up to one hundred twenty-five (125) days, using the first step of the salary schedule as the base. To receive this benefit, the teacher shall have been employed in the school district for ten (10) years and be eligible to collect retirement benefits under MPERS. All teaching staff having accumulated 125 sick days will receive a \$25.00 stipend for each of the 11 sick days unused at the end of each school year.

If not eligible to collect retirement benefits under MPSERS, the teacher shall be eligible for a prorated benefit as listed if he/she files a letter with the superintendent declaring his/her retirement from public education in Michigan and has the following years of service to Grant Public Schools:

15 years of service	75%
16 years of service	80%
17 years of service	85%
18 years of service	90%
19 years of service	95%
20 years of service	100%

Part-time teachers retirement stipend shall be prorated according to the percentage of full-time days earned. Teachers hired after September 1, 1997 shall be eligible for a maximum benefit of \$20,000 under this Article. Teachers hired after August 31, 2010 shall be eligible for a maximum benefit of \$12,500.

All retiring GEA members will participate in "The Special Pay Plan". GEA members may select from vendors available through the District's 403b plan.

The agreement to participate in this benefit program, by the GEA and the Grant Public Schools, is not precedent setting. Renewal of participation in the program will be on a yearly basis and with the mutual consent of both parties. The agreement to continue will be made by September 1st of each year.

Individuals retiring at the end of the school year must inform the Superintendent, in writing, by April 1st of that school year. Failure to do so may result in a 20% reduction in the "Retirement Pay" stipend as outlined in the collective bargaining agreement.

Third Party Administrator for Employee 403b Plans

The GEA shall be timely notified of **Third Party Administered (TPA)** plan amendments or renewals in order to have an opportunity for input prior to adoption. In the event the current TPA charges for its services, the parties will meet to negotiate the impact of such a change." It is understood this provision is effective following ratification of this 2010-12 agreement..

- F. If any provision shall be found to be contrary to law then both sides agree to meet and negotiate that illegal portion of the contract.
- G. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- H. In the event that school transportation is not available, teachers required in the course of their work to drive personal automobiles shall receive a car allowance of the maximum amount allowable by IRS regulation without a 1099 form being filed by the district. This allowance shall be given for the use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- I. The Board and the Association recognize the need for continued educational growth of teachers. Criteria for longevity and lateral movement on the salary schedule will be as follows:

The compensation will be for hours taken beyond the Bachelor's Degree. This compensation is for semester hours of successful graduate or equated approved undergraduate study deemed valuable in the teaching assignment. Only those approved courses taken after the teacher has acquired a provisional, life or permanent teaching certificate, will apply. The intent of this is to reimburse teachers for work which is taken for their Master's Degree or their teaching area. Undergraduate courses that are counted toward a graduate program will be approved also. All courses not on university approved or advanced degree programs should have pre-approval by the superintendent. Courses taken for hobbies, personal relaxation or non-related fields are encouraged for personal enhancement and enjoyment, but are not compensated. This criteria will also be used in determining courses for the longevity step and for courses which would qualify a teacher to be placed on a step beyond the BA column on Schedule B.

- J. The GEA will set up an In-service Committee to work with the administration at least thirty (30) days prior to the opening of school.
- K. In the event a substitute teacher is assigned to the same position more than two (2) weeks, the substitute should be certified and qualified to teach in that subject area (major or minor in that subject area).
- L. Grant Public Schools' facilities may be used during the regular instructional day for community activity if the Association building representative, the teacher(s) involved, and the building principal can agree on scheduling.
- M. A conference committee comprised of Association leadership and superintendent's administrative team shall meet to discuss various issues.
- N. MENTORING In accordance with PA 335 of 1993, section 1526, for the first three (3) years of employment in classroom teaching, a teacher shall be assigned one (1) or more master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment. The parties have agreed to the following principles as the basis of operation for mentoring:
 - 1. Participation as a mentor teacher shall be voluntary.
 - 2. Mentors and mentees may be allowed release time for observations.
 - 3. If the building principal, mentor, or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year by mentee, mentor or building principal.
 - 4. Neither the mentor nor mentee shall be called upon to evaluate the other nor be called upon as witness in any grievance or administrative hearing involving the other. the only exception to the foregoing will occur if the mentor or mentee has first hand knowledge of alleged professional misconduct (i.e., section 1230b of the Michigan Revised School Code).
 - 5. Training for the role of mentor shall be provided by the school district without cost to the mentor.

6. Bargaining unit members who serve as a mentor will receive a stipend of \$125 per semester (\$250 per year.)

O. TUITION REIMBURSEMENT

This program will provide for reimbursement for the cost of tuition for graduate credits earned from accredited institutions. Applicants will be reimbursed at the rate of 50% of the actual per hour tuition fee, not to exceed the aggregate sum of \$500.00 per teacher, per fiscal year (July 1 June 30). Reimbursement will not be made for credits leading to the teacher's continuing certificate, i.e. the first 18 hours.

Candidates for tuition reimbursement must request prior approval from the Superintendent of Schools. The form requesting participation in the Tuition Reimbursement Program should be completed and returned to the Superintendent's office a minimum of ten (10) days prior to taking any course work. Course work must be directly related to the candidate's present teaching position, or be in an area of professional growth that would potentially benefit the school district, as determined by the administration.

When a teacher receives tuition reimbursement from a scholarship or grant, the Board shall not make duplicate payment. It is the teacher's responsibility to report all scholarships and grants to the Board.

Reimbursement will be processed by the business office when documentation of successful course completion and tuition paid has been received and will be charged against the fiscal year in which the reimbursement is paid to the teacher.

Insert 2010-2011 Calendar Here

2010-11 Calendar to include:: November 12 comp day; November 15 optional PD day, April 22 Comp Day; last student day June 9, 2011 and last teacher day June 10, 2011.

183 teacher days and 178 student days each year; one optional PD day each year

Insert 2011-12 Calendar Here

2011-12 Calendar to include: November 14 comp day; optional PD November 15; June 5 last student day and June 6 last teacher day.

183 teacher days and 178 student days each year; one optional PD day each year

Schedule A
Grant Public Schools
2009-2010 salary schedule to continue for 2010-11 and 2011-12

Step	BA		BA+18		MA/BA+36		MA+12	
	Index	BA	Index	BA+18	Index	MA/BA+36	Index	MA+12
1	1	\$39,142	1.0384	\$40,645	1.0768	\$42,148	1.1152	\$43,651
2	1.0521	41,181	1.0927	\$42,770	1.1329	\$44,344	1.1733	\$45,925
3	1.1044	43,228	1.1471	\$44,900	1.189	\$46,540	1.2314	\$48,199
4	1.1566	45,272	1.2013	\$47,021	1.2451	\$48,736	1.2895	\$50,474
5	1.2089	47,319	1.2556	\$49,147	1.3012	\$50,932	1.3476	\$52,748
6	1.2906	50,517	1.3395	\$52,431	1.3869	\$54,286	1.4354	\$56,184
7	1.343	52,568	1.3938	\$54,556	1.443	\$56,482	1.4935	\$58,459
8	1.3951	54,607	1.4481	\$56,682	1.4949	\$58,513	1.5515	\$60,729
9	1.4473	56,650	1.5024	\$58,807	1.5552	\$60,874	1.6097	\$63,007
10	1.5287	59,836	1.5858	\$62,071	1.6113	\$63,070	1.6677	\$65,277
11	1.5808	61,876	1.6402	\$64,201	1.6965	\$66,404	1.7549	\$68,690
12	1.6329	63,915	1.6945	\$66,326	1.7526	\$68,600	1.813	\$70,964
13	1.6329	63,915	1.6945	\$66,326	1.8075	\$70,749	1.8706	\$73,219
15 ¹³	1.677	65,641	1.7405	\$68,127	1.8516	\$72,475	1.9157	\$74,984
20 ¹⁵	1.7155	67,148	1.7794	\$69,649	1.8902	\$73,986	1.9546	\$76,507
25 ²⁰	1.7599	68,886	1.8184	\$71,176	1.9291	\$75,509	2	\$78,284

To qualify for movement to the BA + 36 salary column, the 36 semester hours must be taken as follows: (any combination of)

- A. Hours taken in areas of teacher certification as listed on the teacher certificate from the state of Michigan,
- B. Hours taken in reading or computers.

The salary schedule for 2009-2010 (printed above) will be frozen and continue unchanged in 2010-2011 and 2011-2012.

Salary step increases shall be paid at the beginning of the second semester in 2010-2011 and 2011-2012. For example, step 9 in 2009-2010 will advance to step 10 at the beginning of the second semester in January 2011 and step 11 at the beginning of the second semester in 2011-2012..

Classroom Supply Stipend.

Provided that:

- (1) The decline in the audited student enrollment in 2010-11 and 2011-12 does not exceed 100 students each year;
- (2) The per pupil revenues in 2011-12 (including all per pupil revenue sources) is not less than the per pupil revenues in 2009-10; and
- (3) Each District school building (excluding the Learning Center) is at the state average in math and reading on all state assessments as of the 11-12 school year, each full-time teacher (excluding the Learning Center) will receive a District stipend of \$275 to reimburse teachers for out of pocket classroom and school supplies (prorated for less than full-time), as soon as administratively feasible after the determination of the above can be made.

2011-2012 Extra Longevity payment

For the school year 2011-12 only each eligible teacher will be paid a one-time \$500 longevity payment provided the teachers as of the 2011-12 school year is above step 25 on the salary schedule. This payment will be made with the last payroll in 2011-2012.

SCHEDULE B

EXTRA ACTIVITY COMPENSATION

Extra Activity Contracts

Individuals filling the positions listed below will be issued supplemental contracts by the Board. Work performed under a supplemental contract is not subject to tenure and assignment of individuals to such duties is at the discretion of the Board. The Board will give due consideration to the professional background and attainments of all applicants, including but not limited to:

1. Experience in the field
2. Qualifications regarding the vacancy

If the criteria above is deemed equal by the Board for two or more applicants, the most senior applicant will be awarded the position. All applicants not awarded the vacancy applied for shall receive notification as to the specific reasons why he/she did not receive the vacancy.

A. Athletics

Coaches will be paid the following percentages for the assignment shown, which will be applied to the first six (6) steps of the BA schedule.

Each coach will begin at the step on the BA schedule which coincides with the number of years (up to the maximum identified in the preceding paragraph) he/she has coached in that particular sport at the interscholastic level.

Basketball

Head Varsity	12.0
Jr. Varsity	9.0
9th Grade	7.0
Middle School	5.0

Cheerleading

Head Varsity	5.0 (per season)
Assistant	4.0 (per season)

Cross Country

Head Varsity	9.0
Middle School	5.0

Football

Head Varsity	12.0
Assistant Varsity	9.0
Jr. Varsity	9.0
Jr. Varsity Assistant	6.0
9th Grade	7.0
9th Grade Assistant	6.0
Middle School 7/8	5.0
Middle School Assistant 7/8	4.0

Golf

Head Varsity	9.0
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Tennis

Head Varsity	9.0
Assistant Tennis	7.0

Volleyball

Head Varsity	12.0
Jr. Varsity	9.0
9th Grade	7.0
Middle School	5.0

Wrestling

Head Varsity	12.0
Assistant	7.0
Middle School	5.0

Baseball/Softball

Head Varsity	9.0
Jr. Varsity	7.0

Track

Head Varsity	9.0
Assistant	7.0
Middle School	5.0

Soccer

Head Varsity	9.0
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B. Extracurricular Activity Compensation (applies to Step 1 of the BA salary schedule).

Primary Center/Elementary

Odyssey of the Mind district Coordinator	2.0
Odyssey of the Mind Team Coach	1.0
Vocal Music	1.0

Middle School

Annual	4.0
Student Council	1.0



**GRANT PUBLIC SCHOOLS
PROFESSIONAL STAFF PERFORMANCE REVIEW**

The purpose of this document is to improve and maintain effective instruction. It is based upon our mission and belief statements about education. It is hoped that this instrument fosters positive two-way communication for the improvement and effectiveness of instruction. Please feel free to add pertinent data and comments as necessary.

DISTRICT MISSION STATEMENT

The mission of the Grant Public School district is to provide a school system that is committed to excellence in teaching and learning for all students.

Teacher _____ Grade/Subject _____

Probationary _____ 1st yr. 2nd yr. 3rd yr. 4th yr. Tenure _____

Observation Date(s) _____

Lesson(s) Observed _____

Conference Date(s) _____

Evaluator _____

**GRANT PUBLIC SCHOOLS
PROFESSIONAL STAFF PERFORMANCE REVIEW**

Improvement Plan Required

PROFESSIONALISM AND CONDUCT

	Satisfactory	Areas to Strengthen	Unsatisfactory	Not Observed	Doesn't Apply
Professional enthusiasm.....					
Collaborative worker					
Interacts positively with peers					
Shares professional load					
Discretion in confidential matters					
Policy compliance					
Innovative and adaptable to change					
Poised, well-mannered, confident.....					
Amiable.....					
Appropriate grooming and clothing.....					
Punctual					
Parent communication					
Oral and written communications					

PERFORMANCE AND CLASSROOM CLIMATE

Conveys high expectations					
Knowledge of subject					
Organization.....					
Follows district curriculum.....					
Lesson plans.....					
Records and grade book.....					
Preparations for substitutes					
Teaching techniques					
Provides for individual differences.....					
Uses pupil performance data.....					
Student interaction & participation.....					
Rapport with students					
Safe and attractive classroom					
Classroom control.....					
Handles routine matters					
Implements district mission & beliefs					

INSTRUCTIONAL EFFECTIVENESS

Students demonstrate:					
Application of classroom content					
Communication skills					
Collaborative working skills					
Problem solving skills.....					
Understanding of technology					
Creation of quality products					
Self-directed learning.....					

PROFESSIONAL DEVELOPMENT

Demonstrates professional growth.....					
Seeks/uses assistance of specialists					
Keeps current in subject areas taught					
Participates in in-service activities					
Shares new methods, materials, ideas.....					

NON-CLASSROOM PERSONNEL

Complies with and implements attached job description .					
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This is a reference page for the evaluator's comments page of the evaluation. This is how the page will be set up. The words in bold are the words that will be included in an actual teacher evaluation.

EVALUATOR'S COMMENTS

The comments of the evaluator will follow the headings on the previous page:

PROFESSIONALISM AND CONDUCT

PERFORMANCE AND CLASSROOM CLIMATE

INSTRUCTIONAL EFFECTIVENESS

PROFESSIONAL DEVELOPMENT

SUMMARY

At the end of the evaluator's comments will be the following:

Based on this evaluation, the performance of this teacher is considered:

_____ **Satisfactory**

_____ **Unsatisfactory (improvement plan needed)**

Signature signifies only that the teacher has received and discussed the evaluation with the evaluator.

Teacher's signature

Date
Date

Evaluator's signature

Teacher comments may be attached on a separate sheet.

This actual page should not be attached to the evaluation. It is to be used for reference only. The evaluator will complete this page.

**GRANT PUBLIC SCHOOLS
PROFESSIONAL STAFF PERFORMANCE REVIEW
ASSISTANCE/IMPROVEMENT PLAN**

The assistance/improvement plan shall consist of the following: 1. The improvement(s) expected 2. The reason(s) why the improved is required 3. The specific steps to be taken by the teacher 4. The procedures and/or resources to be used for improvement 5. The criteria for determining adequate progress 6. The date by which the improvement(s) must be demonstrated 7. Signatures of the teacher and evaluator

The final evaluation shall be signed by both the teacher and the evaluator and a recommendation regarding the employment status of the teacher shall be made at this time.

This actual page shall not be attached to the evaluation. It is to be used for reference only.

**Grant Public Schools
2010-11 and 2011-12 Collective Bargaining Agreement
Provisions Referencing Learning Center Teachers**

The Learning Center teaching staff shall be maintained as a separate classification within the collective bargaining agreement between the Grant Education Association and the Grant Public Schools Board of Education.

Exceptions to the specific terms of the contract are provided with the following clarifications, modifications, additions and deletions.

Contract Articles

Article I Recognition

Article II Method of Pay, Membership, Fees, Payroll Deductions

Article III Teacher and Association Rights and Responsibilities

Article IV Professional Behavior

Article V Board Rights

Article VI Professional Compensation

- E. Salaries of teachers employed at the Grant Learning Center are set forth in Schedule C, which is incorporated into this agreement.

Article VII Fringe Benefits

- I. Insurance coverage for Learning Center teachers will be maintained as provided by the Board of Education through MESSA for all bargaining unit members – see Article VII above.

Article VIII Teaching Hours and Class Load

- M. Learning Center teachers shall report during the hours cited in Section A, depending on their building assignment.
- N. Class preparation limits do not apply to Learning Center teacher positions. Teachers will be expected to attend all staff meetings.

Article IX Teaching Conditions/Class Size

- I. Daytime Alternative Education class size limitations will coincide with the High School class size limitations of 32 maximum per class except for Physical Education which may have a maximum of 44.

Article X Vacancies, Promotions and Transfers

- E. Only Learning Center teachers have seniority within the Learning Center program. Each Learning Center teacher's seniority date will reflect their date of hire into the program. Learning Center teachers shall have a general seniority within the GEA with a date of January 31, 2003.

Article XI Leaves of Absence

Article XII Improvement of Instruction/Teacher Evaluation

Article XIII Protection of Teachers

Article XIV Negotiation Procedures

Article XV Continuity of Operations

Article XVI Professional Grievance Procedure

Article XVII Layoff and Recall

- G. Layoff and recall procedures will be as per the Article, but will only be within specific (Learning Center) classification. (Refer to Article X, E.)

Article XVIII Miscellaneous Provisions

**Grant Public Schools
Learning Center
Teacher Wage Scale**

Schedule C

**SY 2010-11 and 2011-12 continuation
of 2009-2010 Salary Schedule**

Step	BA	MA
1	\$33,834	\$36,764
2	\$36,617	\$38,221
3	\$37,222	\$39,710
4	\$38,222	\$41,168
5	\$39,711	\$42,734
6	\$41,216	\$44,378
7	\$42,411	\$45,665
8	\$43,640	\$46,990
9	\$44,712	\$48,060

Evening Classes: 23.74 per hour

NOTE: Eligible Learning Center teachers will continue to get annual step increases at the beginning of each school year 2010-11 and 2011-12

Schedule C (Cont'd)

- A) Evening Classes*: **2010-11 and 2011-12 continue at
2009-10 rate of pay
23.74 per hour**
- B) Bilingual Endorsement \$1,275 per Fiscal year
- C.) A longevity stipend of \$1,000 will be provided after ten (10) years of continuous service as a teacher at the Learning Center. Longevity is based on hire date into the program and continuous years of service completed.

Longevity steps of \$1,750 for 15 years and \$2,250 for 20 years of service.

- * Individuals currently employed teaching evening classes will be paid at their 2002-03 rate of pay. The rate of pay will remain in effect while continuously employed in the position.

Does this
* need to
continue
here?
Let's
delete it

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2012. This agreement shall not be extended and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

GRANT EDUCATION ASSOCIATION

Superintendent

Chairperson of Negotiating Committee

**Letter of Agreement
Between the
Grant Public Schools Board of Education
And the
Grant Education Association**

Unemployment benefits

The parties agree that in the event the District does lay off any teachers in the Spring (prior to summer break) of 2010-11 and/or 2011-12 school year(s), Any teacher laid off at the end of a school year who is then recalled the succeeding school year without any loss of pay shall reimburse the District for the total cost of unemployment benefits received during the summer denial period. Reimbursement shall be made by payroll deduction in equal amounts throughout the year in which recall occurred unless the teacher and District mutually agree to a difference reimbursement schedule in writing.

For the Grant Public School Board of Ed.

For the GEA

**Letter of Agreement
Between the
Grant Public Schools Board of Education
And the
Grant Education Association**

2010-11 REGARDING PROFESSIONAL LEARNING COMMUNITIES

Teachers strive for excellence in student learning and to that end shall participate in collaborative activities for the development and improvement of the curriculum, curriculum alignment, and the development of formative common assessments.

During the 2010-2011 school year, the parties will pilot a monthly late start schedule to establish professional learning communities and collaborative teams. Teachers shall report at regularly scheduled times and students will arrive one hour later on the third Wednesday of each month commencing in November 2010 and continuing through May 2011.

During these meetings, teachers shall collaboratively develop curriculum pacing guides and common formative assessments, and shall disaggregate student data for the purpose of developing instructional strategies targeted to individual student academic needs.

Effective with the 2011-2012 school year, there shall be two late starts per month (November through May) at times and dates to be mutually agreed between the Superintendent and Association President.

For the GEA

For the GPS

**Letter of Agreement
Between the
Grant Public Schools Board of Education
And the
Grant Education Association**

Regarding: Evaluation Study Committee

The parties agree to form an evaluation study committee comprised of up to five individuals appointed by the Superintendent and up to five (5) teachers appointed by the GEA President to comply with Section 1249 of the Michigan Revised School Code. The goal is to have an initial committee report by March 1, 2011. The results of any committee action to be submitted to the parties for negotiation, ratification and attachment to this Agreement. Said document shall be subject to Board and GEA approval and shall be used in all formal evaluations. Said evaluations shall include but not be limited to, the following areas:

4. Knowledge of subject area
5. Techniques of instruction
6. Classroom management
7. Relationships with pupils, parents and professional colleagues
8. Student growth as required by section 1249 of the School Code to be negotiated by the parties upon receipt of the committee report

The parties will meet upon receipt of the committee report with the goal of implementing a new tool in 2011-12. In the meantime, the current tool will be used.

For the GEA

For the GPS

**Letter of Agreement
Between the
Grant Public Schools Board of Education
And the
Grant Education Association**

Regarding: Ongoing Negotiations...

It is agreed that the parties will continue to negotiate the impact of sections 1249 and 1250 of the Michigan Revised School Code and the School Improvement Grant requirements (Priority Schools) as they apply to mandatory subjects of bargaining and subject to ratification of the parties.

For the GEA

For the GPS

**Letter of Agreement
Between the
Grant Public Schools Board of Education
And the
Grant Education Association**

Retroactivity

The 2010-11 and 2011-12 contract between the parties shall be effective July 1, 2010 and is fully retroactive to that date.

For the GEA

For the GPS

**** Continue all current language not addressed here and continue all applicable LOAs**