

# Master Agreement

2009-2012

between  
the

Greenville Education Association

and

Greenville Board of Education

## TABLE OF CONTENTS

Article I	Recognition .....	1
Article II	Association and Teacher Rights .....	2
	Agency Shop	
	Use of Building	
	Posting or Distributing Materials	
	Information to be Furnished	
	Civil Rights Provision	
	Rights of Citizenship	
	Wearing Association Insignia	
	Code of Ethics	
	Individual Grievances	
	Possible Safety Hazards	
	School Social Workers/Speech & Language Therapists (Non-Tenured)	
Article III	Board and Administration Rights .....	5
Article IV	Professional Behavior .....	6
	Professional Conferences	
	Professional Representatives	
	Teacher Discipline	
Article V	No Interruption of Education.....	8
Article VI	Professional Qualifications and Assignment .....	9
	Outside Teaching Field	
	Transfer and Changes	
	Extra Assignments	
	Mentor Program	
Article VII	Vacancies and Promotions.....	10
	Posting of Vacancies	
	Qualifications of Teachers	
	Transfers	
	Promotions	
Article VIII	Necessary Reduction in Personnel.....	11

Article IX	Teaching Hours..... 15 Length of Day Flex Time Lunch Periods Other Meetings Release Time Bad Weather
Article X	Class Load ..... 19
Article XI	Teaching Conditions ..... 22 Materials and Equipment Facilities for Teachers Parking Facilities Telephone Facilities
Article XII	Health Examinations and Inoculations ..... 23
Article XIII	Teacher Evaluation..... 24 Probationary Teacher Evaluation Monitoring Written Evaluations Teacher Review of File
Article XIV	Student Discipline and Teacher Protection..... 25 Classroom Discipline Preventative Discipline Student Misbehavior Suspensions Assault Lost Time Personal Loss Reimbursement Parent Complaint
Article XV	Compensable Leaves..... 27 Sick/Bereavement/Personal Leave Jury or Court Leave Maternity Leave Leave for Civic Responsibilities Association Business Leave Sabbatical Leave GEA Sick Day Bank Policy and Application Process

Article XVI	Unpaid Leaves ..... 34 Leave of Absence Military Leave of Absence Maternity Leave or Child Care Leave Without Pay Short Periods of Unpaid Leave Conditions Return After Approved Leave Family Medical Leave Act
Article XVII	Professional Compensation ..... 36 Special Circumstances Outside Experience Contract Salaries Longevity Pay Terminal Pay Insurance Mileage BA+30 and BA+40 Semester Hours Masters Degree in Social Work Teachers Substituting During Prep Tuition Reimbursement
Article XVIII	Membership Fees and Payroll Deductions..... 40 Authorized Deductions Credit Union Association Fees Notification by Association Pay Days Withholding Tax
Article XIX	School Calendar ..... 42 Number of Days (Appendix A) Years Covered In-service Schedules Parent-Teacher Conference Schedule
Article XX	Professional Grievance Procedure ..... 43 Time Limitation Arbitration Costs Emergency Meetings Summer Time Limit

Article XXI	School Improvement .....	46
Article XXII	Negotiation Procedures .....	47
Article XXIII	Miscellaneous Provision .....	48
Article XXIV	Duration of Agreement .....	49

#### APPENDICES

Appendix A	School Calendar .....	50
Appendix B	Professional Staff Salary Schedule .....	51
Appendix C	Coaches Salaries .....	52
Appendix D	Teachers Supplemental Salaries.....	54
Appendix E	Insurance Benefits.....	57
Appendix F	Teacher Mentor Program .....	59
Appendix G	Family and Medical Leave Policy .....	61
Appendix H	Letter of Understanding--Health Insurance Benefits.....	70
Appendix I	Salary and Benefits Agreement-2009-2010.....	71
Appendix J	Elementary & Secondary Act 2001 in part .....	73
Appendix K	Request for Flex Time .....	75

## AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF EDUCATION of the Greenville School District, hereinafter called the "Board," and the GREENVILLE EDUCATION ASSOCIATION, hereinafter called the "Association."

### ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel including the Project Start teacher and all full-time and regular part-time Social Workers employed by the Board excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Administrative Assistants, other supervisory and executive employees, office, clerical and non-professional personnel, nurses, substitute teachers, diagnosticians, psychologists, part-time vocationally certificated persons, part-time extracurricular staff, and Adult and Community Education personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to the professional employees represented by the Association in the bargaining or negotiating unit as above-defined. Use of masculine pronouns shall, where appropriate, include reference to female professional employees, and vice versa. The Board shall not employ a series of part-time vocationally certificated persons to reduce the work load of bargaining unit teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

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 and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan, of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, nor his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. All teachers in the bargaining unit shall, as a condition of their employment, either become and remain members of the Association or pay a representation fee to the Association in an amount equal to its regular annual dues (including those of the Michigan Education Association [MEA] and National Education Association [NEA]). All representation fees paid hereunder shall be held in a separate trust account and be used exclusively for scholarship purposes. Such scholarship funds shall be administered by a three (3) person committee, two (2) of whom shall be appointed by the Association and one (1) by the Board. The Association will indemnify and hold the Board harmless from any and all damages, judgments and costs which it may incur in following these provisions.

C. The Association and its members shall have the right to use school buildings at reasonable hours for meetings and to use school equipment for reasonable services, paying for any extra custodial services and supplies which such uses require. Twenty-four (24) hours' advance arrangements for such use shall be made with the building principal.

D. The Association will have the right to place notices, circulars and other material on designated school bulletin boards and in teachers' mailboxes. Authorized representatives of the Association will assume responsibility for posting or distributing materials of the Association. An information copy of all material to be posted on any bulletin board and of all other material for general distribution in a building or buildings shall be shown or given to the principal at the time of posting or distribution.

E. The Board agrees that the following current information will be furnished on request to the Association: number of students in the District; current State Equalized Valuation of the District; number of teachers employed, together with their degree status, experience and position on the salary schedule; extra duty assignments and compensation; names of newly hired teachers and their salaries; Annual State Report (DS-4511) and Annual Financial Report (Form B); Annual Auditor's Report; tentative and adopted budgets; individual sick leave accumulation; by title, each administrator's total individual salary and a statement of administrative fringe benefits; the number of teachers in each insurance category (i.e., full family, self and spouse, self and children, single, etc.); projected student enrollments, if available; and information for the processing of grievances.

F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in/or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek equality of educational opportunity to all pupils.

G. The teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided that no such activities shall interfere with the proper performance of the teacher's duties.

H. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on school premises so long as they are in good taste and would not tend to distract from the proper performance of his duties.

I. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, color, marital status or national origin.

J. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

K. A teacher who becomes aware of a possible safety hazard within the school building or on school premises shall inform the building principal or Superintendent in writing.



L. School Social Workers and Speech and Language Therapists who do not have a teacher certificate shall serve a four (4) year probationary period. Upon completion of a satisfactory probationary period, such employee may not be discharged without just cause. It is the Board's intent to hire certified teachers for these positions; however, the most qualified professional staff will be selected.

### ARTICLE III BOARD AND ADMINISTRATION RIGHTS

It is recognized that Michigan law makes the Board legally responsible for the operation of the Greenville School System in all respects. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include the establishment of educational policy, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members, and after consultation with the Association, the establishment and revision of rules pertaining to the conduct of staff members.

The Board shall have the right to establish the length of the duty day to allow the district to meet State mandated time of instruction.

## ARTICLE IV PROFESSIONAL BEHAVIOR

- A. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet as required with children, parents and/or consultants.
- B. The Association recognizes the existence of all Board policies regarding a teacher's duties. The weekly time schedule which states the time to be devoted to the various parts of the curriculum shall be followed as closely as possible by all teachers.
- C. The Board agrees to provide upon application the necessary funds for teachers attending select professional conferences when such attendance is approved by the administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.
- D. The Board of Education believes that appropriate dress on the job is important. Proper attire is a visual communication to the students and the public that instructional employees view themselves as professionals and that they take their job of educating students seriously.

The Board of Education expects that the teaching staff will dress in a manner which depicts them as the professionals they are and as adult role models to students. Normally this would not include the wearing of blue jeans or sweat suits. It is recognized that certain activities or job responsibilities may justify a different, but appropriate, style of dress.

Because it is difficult to write contract language to cover all situations, the building principals will be charged with the responsibility to develop, monitor, and enforce a dress code which conforms to the above stated standards.

- E. A teacher who shall have allegedly committed a breach of discipline in his/her professional behavior shall at all times be entitled to have present on request his/her building representative or such other Association representative who is readily available when he/she is being reprimanded, warned or disciplined for such infraction.
- F. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the Professional Grievance Procedure

through Step 5. All information forming the basis for disciplinary action will be made available to the teacher and the Association. Adverse evaluations shall not be subject to the Grievance Procedure but shall be handled as provided in Article XIII, Sections C and D.

**ARTICLE V**  
**NO INTERRUPTION OF EDUCATION**

Consistent with the declared purpose of providing a quality education for children of Greenville, the Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause any interruption in the normal educational program of the children, except that the Association shall retain its full rights as spelled out in the Agreement.

## ARTICLE VI PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

A. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except for good cause, and the Association shall be so notified in each instance, along with a written statement of the reasons for such assignment.

B. It is recognized that all transfers and changes of individual grade or building assignments in the elementary school grades and of subject in the secondary school grades are the responsibility of the administrative staff. At the same time, however, the administrative staff will try to make such transfers and changes on a voluntary basis to the extent they are feasible under the prevailing circumstances.

All teachers on tenure will be notified of their grade or subject assignment by June 1. After that time, their assignment will not be changed except on a voluntary basis mutually agreed upon by the Board and teacher. If voluntary changes cannot be agreed upon, the teacher being transferred will be the one with the shortest length of service in the system. However, after June 1, if staff may have to be reduced because of financial or other reasons, notice of grade or subject assignment will be made as soon as possible after such financial or other situation has been finally determined.

In any event, teachers who will be affected by such transfers or changes will be notified and consulted by the administrative staff as soon as practicable after the need for transfer or change becomes known and under normal circumstances before the end of the school year.

C. Any assignments in addition to the normal teaching assignment shall not be obligatory but shall be with the consent of the teacher. It is, however, agreed that such positions ought to be filled by regular members of the teaching staff rather than part-time outside persons, and to this end the Association and the Board will use their best efforts to encourage teachers to accept such positions when offered in writing. The teacher shall be deemed to have consented to such assignment unless he/she gives the Board notice of refusal in writing within ten (10) school days after being offered the position for the next school year.

D. The teacher mentor program is designed to give each new teacher to Greenville one person to guide them and answer any questions they may have and help them grow professionally. It is a voluntary program so that only those teachers who want to take the extra time to help a new teacher should sign up. Refer to Appendix F., Teacher Mentor Program.

## ARTICLE VII VACANCIES AND PROMOTIONS

A. A teacher interested in being considered for an assignment to any professional position in the District may file a written notice of his/her interest with the Superintendent. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest therein shall be reviewed. Teachers who meet the qualifications for the vacancy and who have filed a notice of interest therein will be interviewed by the building principal if that principal is then notified in writing by the teacher that he or she has not been interviewed by the principal within the last three (3) years. A list of vacancies for the next school year will be posted in each building by the administration during the months of March, April, May and June prior to filling such positions.

B. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the best qualified person available as determined by the Board. Qualifications shall include education, training, experience and personality. The Board declares its intention to give full and equal consideration to present staff members in all vacancies in which they have expressed an interest.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

D. The promotion or failure to promote any teacher to a supervisory position which shall become vacant during the course of this Agreement shall not be subject to the Grievance Procedure, it being expressly understood that the Board's right to select its own supervisors is solely within its discretion.

**ARTICLE VIII**  
**NECESSARY REDUCTION OF PERSONNEL**

A. At any time it becomes necessary to reduce the number of teachers employed by the Board, it is agreed that such reduction shall be made in accordance with the provisions of this Article.

1. For full-time employees, a lay-off will be defined as any reduction of hours to less than a normal teaching day as defined in the Master Agreement.

2. For part-time employees, a lay-off will be defined as any reduction in present teaching hours.

B. The curriculum and program to be offered and the number and nature of positions to be filled in connection therewith will be determined by the Board.

C. The Board shall maintain an up-to-date seniority list and shall furnish updated copies of the list to the Association president upon request. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. The order of seniority as of June 30, 1984, shall not be altered. Those with the same service date in the years 1984 to June 30, 1999 shall be established by lottery. Those hired after July 1, 1999, staff who were awarded steps from previous experience be given priority in their date of hire group based upon the number of steps given over brand new teachers. After this initial step, a lotto shall be done to determine seniority.

1. "Service date" is the date when the teacher first provided professional services (excluding extracurricular assignments) for the Board since any break in service.

2. A "break in service" shall occur if an employee:

- a. Resigns or quits;
- b. Is discharged;
- c. Retires or is retired.

3. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations, including the Teacher Tenure Act.

4. Regular part-time teachers teaching half-time (half-pay) or less will receive credit for one-half (1/2) year of teaching. All other teachers will receive full credit for the year.

5. Teachers shall accrue seniority during an approved leave of absence.



D. A person assuming an administrative position effective with the 1981-82 school year shall receive one (1) year of seniority for each two (2) years of service. Administrators in position prior to the 1981-82 school year shall be grandfathered and shall continue to receive one (1) year of seniority for each year of service.

E. Assignment to available positions shall then be made by the Board from the seniority list. Criteria used for filling available positions shall be in the following order:

1. All teachers reassigned by the Board will meet federal requirements for being “Highly Qualified” under the definition provided by the Elementary and Secondary Education Act (ESEA) of 2001. (See Appendix J)

2. The length of continuous service, beginning with the person with the greatest length of such service (seniority list). Should seniority become a factor in making layoffs or recalls, the Board's selection for layoff or recall among those teachers with equal seniority shall not be subject to the Grievance Procedure.

F. Process to be followed:

1. Determine the needed number of staff to cut to be able to balance the budget.

2. Determine programs or courses that could be cut or reduced.

- a. I.E. Elementary Traveling Science Teacher

3. Teachers whose positions are cut would be re-assigned to a position for which they are certified and Highly Qualified. This would effectively bump staff unless there was nowhere for them to go.

4. In most cases, the Board would place those with the most seniority first in positions held by those with the least seniority until the needed number of cuts is met. It may result in reassigning one staff member to a position held by a teacher with less seniority and then reassigning that teacher until the necessary reductions are made.

G. Probationary teachers shall be laid off first, except where no tenure teacher is highly qualified to fill the position with the intent when possible of laying off those with the lowest seniority. Voluntary layoffs may be offered at the discretion of the Board. Teachers who take a voluntary layoff may return the following year provided they notify the Board by April 1<sup>st</sup>. The Board has the right to recall prior to that time. The Board decision to accept or reject a request for voluntary layoff is not subject to the grievance procedure beyond Step #5.

H. Any person not assigned to a teaching position by means of the foregoing procedure shall be laid off, provided, however, that the laid off person has less seniority than those assigned in Section E. A teacher shall be given thirty (30) days notice of layoff prior to opening of school, and three (3) weeks during the school year.

I. Laid off teachers shall be recalled to vacancies on the basis of seniority, provided the more senior teachers are certified and qualified for the vacancy or vacancies to be filled.

J. No one shall be hired to fill a position for which a laid off person is highly qualified. Teachers becoming highly qualified in a new area after layoff shall remain at the same position on the recall list. Teachers must be highly qualified at time of recall.

K. If any laid off tenured teacher desires to be re-employed when future vacancies occur, he/she shall keep the Board advised of his/her current address and telephone. A laid off tenured teacher shall remain on layoff status for a period of three (3) full teacher school years. Tenure teachers desiring to remain on the recall list for additional school years must notify the Board in writing by June 30th of each of the following years.

L. A laid off probationary teacher must notify the Superintendent's office of his/her desire to return to teaching employment by June 30 of the school year to continue on layoff status. A probationary teacher will be kept on layoff status for a period not to exceed two (2) years. After the two (2) year period, he/she will be deleted from the seniority list.

M. Any person recalled to work from layoff shall be entitled to at least two (2) weeks written notice sent by certified mail to his/her last address supplied under Section J above prior to being required to report to work.

1. If such person is given more than two (2) weeks notice, he/she shall be required to reply in writing within two (2) weeks agreeing to report to work at the date requested.

2. If a recalled person refuses or fails to reply or report to work within the two (2) week time requirement, he/she shall be considered as a voluntary quit and shall thereby terminate any employment relationship with the Board.

N. A teacher who was laid off under the above provisions and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus

that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following condition:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.

## ARTICLE IX TEACHING HOURS

A. The full-time teacher's day consists of seven hours and 50 minutes (7.83), including a lunch period, provided, however, that each Building Administrator may schedule secondary teachers to remain one-half (1/2) hour later for faculty meeting one (1) time each week. Each secondary teacher shall remain available at his or her normal teacher station for at least fifteen (15) minutes and elementary teachers five (5) minutes after the dismissal of school each day to provide consultation or extra help for students. Each secondary teacher shall be entitled to leave the building on the last work day of the week ten (10) minutes after the dismissal of school in his or her respective building.

B. The full-time teacher's day shall begin at 7:15 a.m. for high school and middle school teachers and 8:00 a.m. for elementary teachers provided, however, that in emergency situations or circumstances, such as space shortages or financial conditions, these hours may be changed. The Association will be notified of any plan to modify the work day should the above emergency situations exist.

1. The teaching profession is a highly honorable and ethical profession. Educators set an example of commitment and duty to the profession by being available to complete the job of educating students. The full-time teacher's day consists of seven hours and fifty (7.83) minutes, including a lunch period. Teachers, in cooperation with their building principal, are to insure the appropriate supervision and instruction of students during a seven hour and fifty minute day. Teachers and the principal will make arrangements for before-and-after school supervision, planning time, and staff meetings. To this end teachers may request a variation from the agreed upon starting and ending work schedule (*Flex-Time*) using the following parameters:

Staff with *Flex-Time* schedules must be available for all required meetings, IEPC's, and parent meetings i.e. open houses even if scheduled outside of the *Flex-Time* schedule.

- *Flex-Time* reporting times will be limited to times listed below by instructional level.

It is understood that the tenants of Article IX are to remain in effect for each teacher except Sections A, B, and C are open for flexibility between staff and principal.

*Flex-Time* requests will be submitted to the building principal by the end of the first week of each semester.

Variations on scheduled starting times shall comply with the following:

Elementary

Teacher's day begins 8:00 a.m.

*Flex-Time* options

Start at 8:20 a.m. End at 4:10 p.m.

Middle School & High School (Zero Hour 6:15 a.m.)

Teacher's day begins 7:15 a.m.

*Flex-Time* options

Start at 7:00 a.m. End at 2:50 p.m.

Zero hour 6:00 a.m. End 1:50 p.m.

*Staff will report at scheduled times on professional development days.*

C. All elementary teachers shall have from the start of the teacher day for planning time and will receive additional released time when students are receiving instruction in special areas such as music, physical education, art, etc., except where special circumstances require their presence. Elementary staff meetings are recommended to be held weekly before the instructional day begins.

Additional time will be provided when fiscally possible:

It is the administrations intent to provide half-day planning time for elementary teachers. These half-days will be scheduled the same as the secondary teachers at the end of the semester. Also, there will be two optional half days per semester that can be arranged with their principal. Substitutes will be hired.

1. Teachers shall meet their students at the start of the instructional day and remain with them until the end of the instructional day, less afternoon recess and lunch. Elementary teachers will not be required to supervise outside recess periods, provided that a schedule will be developed in each elementary building for a teacher or teachers to work with the building aides in supervising those students who remain in the building during inclement weather. Voluntary recess supervision by teacher staff shall be compensated as outlined in Appendix D. If no teachers volunteer in this capacity, the principal shall develop a schedule utilizing all available certified teachers. Reimbursement for this time shall be at the top instructional rate (Appendix D).

2. Students will not enter the building before the start of the instructional day. However, when inclement weather requires K-5 students to enter the building early, students will be permitted into the classroom and a schedule will be developed by the principal providing for aide supervision of the students with the cooperation of the teachers.

3. Each building principal will develop a schedule using teachers and aides that will provide a ten (10) minute A.M. relief break with one professional staff person in each building on duty.

D. All full-time secondary teachers shall have a 45 minute period of released time for conferences and preparation during the regular teacher day.

E. All teachers shall receive a 30 minute duty free lunch period.

F. Teachers shall make themselves available for additional time for teachers' meetings, workshops and in-services, parent-teacher conferences, student conference, department meetings, grading of papers, preparing lessons, bulletin boards and those functions necessary to assure a total performance of the teacher's duties. Teachers may be excused from any of the above at the discretion of the Building Principal.

It is important that administration and teachers recognize the importance of balance in professional growth and responsibility to personal lives and family time.

To that end, as we consider changes, we will analyze areas to abandon and involve staff in the decision making process, so as not to be unreasonable in our expectations.

Each principal is requested to utilize a process to include staff in the decision making process as it applies to adding responsibilities.

School social workers shall maintain the same hours as other teachers which will insure his/her assignment and attend meetings such as: faculty meetings, parent conferences, special education meetings, etc.

Early release time for Professional Development may be granted upon the recommendation of the Assistant Superintendent and the approval of the Board of Education. The District School Improvement Team and/or the District Curriculum Committee will assist the Assistant Superintendent in determining release dates for Board approval.

G. Teachers are expected to maintain the minimum hours herein established. The Association is expected to see that all staff keep the time as set and should their efforts fail, it will mean loss of pay at the teacher's rate in accordance to the salary paid.

H. The Board will attempt to limit a teacher's preparations to three (3). However, in some circumstances, it may be necessary to exceed that number.

I. Part-time teachers will have a minimum released time for preparation and conferences as follows:

1 teaching period	15 minutes
2 teaching periods	25 minutes
3 teaching periods	35 minutes
4 teaching periods	45 minutes

J. Teachers are to report for work on all days being considered for pay except holidays. Policy for bad weather days shall be as follows:

1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled at the end of the school year or on day(s) mutually agreed upon by the Association and the Board of Education to insure that a minimum of the State mandated instructional times of actual student instruction is met. Employees will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

When the district is closed, employees shall not be required to report or suffer loss of salary/benefits. If an individual building is closed, teachers may not be required to report at the discretion of the Superintendent.

2. When the start of school is delayed, the beginning of the teacher's day will be delayed an equivalent amount of time. Teacher dismissal will be at the normal ending time unless otherwise notified by the administration.

3. Teachers will not be charged a paid leave day (sick leave, bereavement, personal business, etc.), if school is closed because of inclement weather.

**ARTICLE X**  
**CLASS LOAD**

A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, it is agreed the following maximum class sizes and pupil-teacher ratios will be adhered to. In the event of any disagreement between the representatives of the Board and the Association as to the needs and desirability of deviation from these class sizes, it may be processed through the Grievance Procedure set forth in Article XX. The Board recognizes that the pupil-teacher ratio established here is not an optimum pupil-teacher ratio and will give improvements in this area prime consideration as the building and finances of the District may allow for improvements.

1. Elementary - The following class sizes shall be adhered to:

<u>Grades K-1</u>	<u>Grades 2-4</u>	<u>Grade 5</u>
27	28	29

Class size shall be adjusted to meet class loads by the first (1st) Friday of November. There shall be no other adjustments made during the school year should the class size exceed the number set. The administration agrees to attempt to keep grade levels equalized within the buildings. However, the parties recognize that reassignment of students is detrimental to the educational process and is to be avoided whenever possible.

2. Secondary - Thirty-three and one-half (33-1/2) classroom teachers per 1,000 students. Only that portion of a teacher's day which contributes to the reduction of class size may be included in the 33-1/2 classroom teachers per 1,000.

a. The maximum number of students to be assigned an individual teacher except in specially classified classes such as music, physical education, typing, and study skills shall not exceed 175 students for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be 35 times the number of teaching periods.

b. The maximum number of student assigned to a given section of the above classes with the exception of the specifically classified classes shall be 35. Given sections of these classes shall not be smaller than 19 unless physical facilities or the most efficient use of personnel so dictates.

c. The maximum number of students in the following laboratory classes shall not exceed 140 students for a five (5) period classroom teaching day. If a



teacher has fewer than five (5) classroom teaching periods, then the maximum number of students in the laboratory classes shall be 28 or 30 as the case may be:

i. Business Education: Computer concepts, data processing, and business machine classes.

ii. Home Economics: All foods and clothing classes except specifically excluding home and family classes.

iii. Industrial Arts: All wood, auto, and metal classes except and specifically excluding drafting and graphics classes.

iv. Science: All science classes except general science in grade 6 through 8. 6th, 7th, and 8th grade general science classes shall not exceed 150 students for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be 30 times the number of teaching periods.

v. Art: High school art classes shall not exceed 150 students for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be 30 times the number of teaching periods.

Exceptions to these maximum numbers may be exceeded with consent of the teacher.

d. The maximum number of students assigned to a given section of such laboratory classes shall be 28 or 30 as the case may be.

B. Exceptions to the preceding class sizes may be made by agreement between the administration and the association. For K-5 classrooms, a minimum of one-half (1/2) hour aide time shall be provided at the request of the association for every student over the limit in Paragraph 1.

Substitute aides will be hired for grades K-5 and special education, if replacement aides are available.

C. In the establishment of experimental education programs involving large group instruction or other organizational patterns with high pupil-teacher ratios, maximum established above will not apply. The development of such programs shall include full discussion by the principal and staff. However, if an individual teacher is to receive or has a class load that exceeds the limits, that teacher must agree to exceeding the maximum load.

D. If a teacher feels that the number of special education students who have been mainstreamed into his/her classroom creates a situation where the needs of all of the students in the class are not being adequately met, the teacher may request a meeting with the principal to review the situation and consider possible change.

1. Grades K-5. The time which special education students are assigned each day to a self-contained grade K-5 classroom by an Individual Educational Planning Committee (I.E.P.C.) shall be added to the number of regular students assigned to that teacher's class according to the following formula:

Half-time or greater = 1.0

Less than half-time but over one (1) hour = 0.5

Examples:  $0.5 + 0.5 = 1.0$  student

(0.5 is not rounded up)

In grades K-5, consideration will be given to the numbers of special education children when balancing class loads and making room assignments.

2. Grades 6-12. Other than team taught classes, the building administration will attempt to limit the number of special education students to three (3) in any class grades 6-12. Each special education student will count as one (1) on the teacher's class load. However, in some circumstances, it may be necessary to exceed that number. At the beginning of the year, each teacher will be notified by the building administration of the special education students and any student with special health problems assigned to their class load.

3. Any further programs to expand least restrictive environment for inclusive education students and/or students requiring custodial care shall be carefully pre-planned with input from regular education teacher, administration, and special education staff. Appropriate training with necessary equipment and resources will be made available to teachers and professional support personnel.

E. The Board will provide each building office with the general procedures for initiating a referral for a potential special education student. Included will be procedures required to convene an I.E.P.C., when a change in educational status may be deemed necessary.

## ARTICLE XI TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The teaching staff will serve on curriculum committees and meet with the administration for the purpose of recommending improvements in curriculum and materials, provided, however, that if such curriculum committees fail to function or to recommend improvements, the Board shall have authority to proceed with the changes it considers necessary and to implement them. The Board agrees that at all times the schools should be as well equipped and maintained as may be possible within existing financial limitations.

B. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and as far as possible at least one (1) room appropriately furnished which shall be reserved for use as a faculty conference room. Existing facilities of the type mentioned will continue to be provided and provisions for the above facilities shall be included in any future expansion plans in those schools.

C. Adequate restricted parking facilities shall be made available to teachers for their use during the school day.

D. Telephone facilities shall be made available in the staff room of each building in the district for the professional and personal use of the teaching staff.

All personal long distance telephone calls excluding those involving school business, must be charged to the teacher's own telephone number.

## ARTICLE XII

### HEALTH EXAMINATIONS AND INOCULATIONS

All teachers may be required to undergo a pre-employment physical examination at their expense by a physician selected by them but using a form provided by the Board showing them to be physically able to perform their teaching duties. The Board may direct a back examination to be given at the United Memorial Hospital in Greenville. The hospital radiologist shall make a written report to the teacher's physician and the Board with respect to his/her findings. The Board shall pay the cost of such x-ray examination and report. All teachers shall obtain a TB skin test or chest x-ray examination at such intervals as required by law. The cost of any tests or immunization required by law in order to be qualified to teach (other than a TB skin test provided by the Board) shall be borne by the teacher. The cost of any other physical or mental examination or immunization which may be required by the Board shall be borne by the Board. All TB test results and pre-employment physicals and reports must be on file prior to receiving the first paycheck.

## ARTICLE XIII TEACHER EVALUATION

A. Each probationary teacher shall be given at least two (2) written evaluations each year in the period between October 15 and April 1. Tenure teachers shall be evaluated at least once every three (3) years. Such evaluations shall be made by the teacher's building principal, assistant principal or other full-time administrator designated by the Superintendent.

B. A teacher shall be observed for at least 30 minutes before his/her evaluation is prepared. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. If an evaluation shall show a teacher to be lacking skills, specific areas needing improvement shall be noted in writing.

C. Two (2) copies of the written evaluation shall be submitted to the teacher, one (1) copy to be signed and returned to the administration and the other copy to be retained by the teacher. The written evaluation, under normal circumstances, will be submitted to the teacher by May 15th of the school year. In the event the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file, or he/she may request an additional observation.

D. Each teacher shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

## ARTICLE XIV

### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Good order and discipline are necessary for effective teaching. While each teacher is responsible for maintaining such an atmosphere in each of his/her classes, the Board recognizes that, through its administration, it must support its teachers in taking all reasonable actions to maintain proper classroom order, and it agrees to do so. The Board further recognizes that the teacher may not fairly be expected to neither assume the role of custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. It will take reasonable steps to relieve the teacher of responsibilities with respect to such student according to the current Board or administration policy.

B. It is recognized that well taught classes and constructively applied methods of preventive discipline on the school premises minimize discipline problems. A teacher may use such lawful force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from his/her class for the remainder of the day when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable.

D. Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Time lost as a result of an assault upon a teacher by a student shall not be charged to the teacher. Time lost as a result of being complained against if sued by reason of disciplinary action taken by the teacher shall not be charged against the teacher if his/her action is upheld. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished in accordance with the Workers' Compensation Laws.

G. If in the performance of his/her regular or assigned teaching duties, a teacher, without negligence on his/her part, shall suffer damage to his/her clothing or other personal property, which has been approved by and registered with the building principal, reimbursement of at least Ten Dollars (\$10) but not more than Five Hundred Dollars (\$500) shall be made subject to the following:

1. Teachers will take the responsibility to see that all personal property is secured and will provide proof of value and evidence that the loss occurred on school property.

2. Teachers will first seek recovery from any personal insurance they may otherwise have.

3. If the teacher is unable to secure recovery from an alternate source, or if recovery from a teacher's personal insurance carrier will cause the teacher to suffer a demonstrable change in coverage and a resultant financial loss or damage, the Board will reimburse the teacher for damaged property to the extent of its depreciated value at the time of the damage, but only up to the Five Hundred Dollars (\$500) limit as set forth above.

The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for such loss.

H. Any complaint directed toward a teacher shall be called to the teacher's attention by the administration before any judgment is made or action taken involving such teacher based thereon.

**ARTICLE XV**  
**COMPENSABLE LEAVES**

- I. Sick/Bereavement/Personal Leave
- A. At the beginning of each year, each teacher shall be credited with thirteen (13) leave days. Leave days must be used for sickness (employee and immediate family), bereavement and personal leave. A maximum of three (3) days annually can be used for personal business.
  - B. Employees can accumulate these days with no maximum accumulation.
  - C. After an employee has accumulated a base of 39 days, he or she may choose to be paid at the end of each fiscal year for all days accumulated in excess of the base at a rate of one-half (1/2) of the top daily sub rate up to a maximum of \$500 per year.
  - D. The employee's base for employees who have accumulated more than 39 days at 6-30-99 will be the number of days accumulated at 6-30-99. This employee may choose to be paid at the end of each fiscal year for all days accumulated in excess of their base at a rate of one-half (1/2) the substitute rate up to a maximum of \$500 per year.
  - E. If one of these employees suffers a long term illness, disability and/or trauma as determined by the Superintendent or his designee that causes them to use at least 30 sick days, their base will be adjusted to either:
    - 1. their current unused sick days; or
    - 2. the number in section 3 above; whichever is higher
  - F. All leave days for newly hired employees will be based on the percentage of the year worked.
  - G. It is the employee's responsibility to notify the business office by May 1<sup>st</sup> of each year their desire to be paid for any unused leave days.
  - H. Sickness
    - 1. The Board reserves the right to require a physician's statement to return to work for any sick leave of five (5) or more consecutive work days.
    - 2. A middle school/high school teacher who desires to use a sick leave day must notify the Central Administration Office as soon as possible that he/she will be absent and in no case later than 6:30 a.m., on



the day of absence. An elementary teacher will notify the Central Administration Office no later than 7:00 a.m., on the day of an absence. These times will be adhered to except in the event the teacher has become ill after having begun teaching that day. Such notice shall indicate whether the absence is on account of the illness of the teacher, spouse, child, parent or significant other person in his/her household. If sick leave is used improperly, it will result in loss of salary for the day.

3. A teacher who is absent because of an illness or injury compensable under the Workers' Compensation Laws shall receive the difference between Workers' Compensation payments and the sick leave benefits provided herein. To the extent the Board pays the teacher that portion of his/her salary not reimbursed under the Workers' Compensation Laws, such partial payments shall be charged pro-rata against his/her accumulated sick leave days.
4. Notice of the number of sick days granted and accumulated shall be given to each teacher at the beginning of each school year.

I. Bereavement

1. Three (3) days of bereavement leave per occasion, which shall not be charged to leave days will be allowed for the following family members: spouse, child, step-child, parent, step-parent, grandparent, great grandparent, grandchild, great grandchild, brother, sister, or mother/father-in-law. Days in excess of three (3) will be charged to leave days.

J. Personal Leave

1. Personal leave must be requested in writing at least three (3) working days in advance from the building principal. No more than ten (10) teachers from the entire district and no more than 10 percent of the teachers from any particular building will be on such leave at any one (1) time. The foregoing advance notice requirement, maximum number of teachers permitted to be absent at any one (1) time shall not apply if the teacher takes a personal day on an inclement weather day. The following days will be docked the full top substitute pay:
  - a) Days immediately before or after any vacation period (student or teacher)
    - (1) Staff will be allowed to use one personal day before or after a school vacation period without the consequence of a dock.
  - b) Days immediately before or after the first and last student day of the school year
  - c) The first and last student day of the school year

2. Senior Mystery Trip

- a) An employee who is a designated chaperone for the Senior Mystery Trip and who has attended a pre-meeting for all employees responsible to chaperone on the Mystery Trip may be allowed to use one of their accumulated Personal Days for this day without consequence of dock as stated above.
- b) Parents of seniors will be allowed to use one of their accumulated personal days to go on the Senior Mystery Trip without the consequence of a dock.

II. Jury or Court Leave

- A. A Teacher who is required to serve as a juror or who is subpoenaed to testify in any judicial proceeding shall be paid the difference between his base salary and the pay received for performing such service.

III. Maternity Leave.

- A. A pregnant teacher may use her accumulated sick leave for the period she is physically unable to work because of pregnancy, childbirth and recovery. She shall give written notice to her principal as soon as reasonably possible. Such notice shall include a doctor's statement indicating the expected dates between which she will be physically unable to carry on her duties, and shall also indicate whether she will work until such time and return to work as soon as physically able to resume her duties following termination of pregnancy.

IV. Leave for Civic Responsibilities.

- A. Request for leave for civic responsibilities will be handled on an individual basis, and will be granted or denied by the Board at its discretion, on the basis of the merits of each case. A denial is not grievable.

V. Association Business Leave.

- A. Each year the Association shall be allowed fifteen (15) days of paid leave to conduct Association business. For all additional days used, the Association will pay the substitute teacher salary in effect. The Association agrees that these Association days shall not be used to support strikes or attending conferences/meetings which are primarily bargaining oriented. Reference Article XXII, Section E. for school day negotiating.

VI. Sabbatical Leave.

- A. A sabbatical leave of absence for advanced study in an accredited program of a college or university for a period not to exceed one (1) year may be granted to any person employed by the District upon recommendation of the Superintendent of Schools and subject to the approval of the Board, when the professional competence of such person and the general welfare of the Greenville Public Schools will be benefited.
- B. The conditions and requirements for such leave are:
- C. The applicant must hold a valid Michigan teaching certificate. The application for leave shall identify the details of the proposed course of study and state why such study would be of benefit to his or her professional competence and the general welfare of the District.
- D. The applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee of the District.
- E. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
- F. A stipend of one-half (1/2) of the applicant's base salary for the year prior to the year of leave shall be paid for a one (1) year period of sabbatical leave. One-half (1/2) of the cost of the insurance benefits will also be paid.
- G. The applicant must agree to return to the employ of the District for three (3) years or repay all amounts paid by the Board on his/her behalf during the leave.
  - 1. In the event the applicant completes only one (1) year of service following the sabbatical, he/she shall repay the Board two-thirds (2/3) of such amount.
  - 2. In the event the applicant completes only two (2) years of service following the sabbatical, he/she shall replay the Board one-third (1/3) of such amount.
  - 3. At the time leave is granted, applicant shall sign a promissory note payable to the District reflecting the above repayment obligation.
- H. No more than one (1) employee of the District shall be absent on sabbatical leave at any one (1) time.

- I. The Sabbatical leave will automatically be terminated should the grantee be placed on a probationary academic status by his/her college or university.
- J. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a teacher qualified to assume the applicant's duties for the temporary period of absence.
- K. Payment to a teacher on sabbatical leave shall be made in accordance with the usual provisions made by the Board for payment of salary to other members of the professional staff, except that upon the teacher's request, the Business Office shall mail the employee's check to any designated bank for deposit therein in the teacher's account.
- L. A term of sabbatical leave shall entitle a teacher to any salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
- M. The applicant upon return from a sabbatical leave shall be restored to his/her former classroom teaching position or one (1) of comparable status.

## VII. GEA SICK DAY BANK POLICY & APPLICATION PROCESS

1. Eligibility requires completion of waiting period:
  - a. For first Year professional staff, a twenty (20) work day wait period is required (begins with first day absent) and that staff member must have exhausted their accumulated sick leave.
  - b. For all other professional staff, a thirty (30) work day wait period is required (begins with first day absent) and that staff member must have exhausted their accumulated sick leave.

Eligibility also requires that individual must have made a donation to the sick bank within the time limits specified in paragraph 9 below and must have exhausted their accumulated sick leave.

“Wait period” is defined as days absent from work for the same illness or disability. The days absent need not be consecutive but must be taken due to the same illness or disability. Non scheduled workdays do not count toward completion of the wait period.

2. Application Procedure. Application must be made by a bargaining unit member who seeks the utilization of days from the GEA Sick Day Bank. Applications may be secured from the Chairperson of the GEA Sick Day Bank Committee or the Central Office. A completed Application for Utilization of

the GEA Sick Day Bank (referred to hereafter as "Application") and a completed Attending Physician's Statement must be submitted to the Chairperson of the GEA Sick Bank Committee (referred to hereafter as "Chairperson"). All copies of both forms must be submitted as a condition to consideration of a bargaining unit member's request to access the sick bank.

3. Approval Procedure. As soon as possible after an Application is received by the Chairperson, s/he shall convene the Sick Day Bank Committee to act on the Application. If the Application is approved based on the information contained therein along with the accompanying Attending Physician's Statement, the Chairperson shall provide written notification of the approval to the bargaining unit member, the Board Office, and the GEA President of that action. If the Application is not acted upon because of the need for additional information or clarification, the Chairperson shall provide written notification of that fact, along with the additional information/clarification that is needed, to the bargaining unit member. As soon as possible after receipt of the needed information, the Committee will be reconvened to act upon the Application. If the Application is denied, the Chairperson shall provide written notification of the denial to the bargaining unit member.
4. Denial. If the Sick Day Bank Committee determines that an illness or disability which qualifies for utilization of days from the Sick Day Bank does not exist, or if sufficient medical verification of such an illness or disability is not provided to the Committee, it may deny the Application. The Chairperson shall notify the bargaining unit member of the denial, in writing.
5. Disclosure of information. Applicants for utilization of days from the Sick Day Bank must agree, in writing, at the time of the application, that the Sick Day Bank Committee members are authorized to examine all information submitted by the applicant and his/her physician in support of the application, and that such information will be provided to the GEA President and the Board Office.
6. The Sick Day Bank Committee shall be composed of three (3) GEA bargaining unit members, the Chief Finance and Operations Administrator (CFO), and one central office staff member. Also, on the committee will consist of representation from the Central Office Clerical Group (one member), the District Secretarial Group (one member), the administrative group (one member) and GESPA union (two members). GEA appointees shall represent all levels and shall serve staggered terms. The Sick Day Bank Committee shall elect the chairperson of the Sick Day Bank Committee.
7. The Sick Day Bank Committee shall meet at least once per calendar year. In addition, the Committee shall meet whenever necessary to act upon an application. If necessary, the Committee may meet by telephone conference call with necessary written documents exchanged by facsimile machine, electronic mail, or other means of delivery.

8. All decisions of the Sick Day Bank Committee shall be by majority vote of the members appointed and serving on the Committee. Robert's Rules of Order shall govern all Committee meetings.
9. Bargaining unit members who want to participate in the Sick Day Bank must donate at least one (1) sick leave day to the Greenville EA. Sick Day Bank as a condition to their eligibility to access days from the sick bank. New participants must complete a donation form by September 30<sup>th</sup> of each year. If the bank gets to a balance of twenty (20) days or less, all existing participants will be assessed one (1) additional day.
10. An eligible bargaining unit member, who has donated one (1) day to the sick day bank and who has a serious illness/disability must apply to the Sick Day Bank by completing an "Application for Utilization of Days from the GEA Sick Day Bank" and also submitting an "Attending Physician's Statement". A participant who is otherwise eligible to borrow from the Sick Day Bank can:
  - a. receive a maximum of twenty (20) days per school year with less than 15 years of service provided that the application is approved by the Sick Day Bank Committee.
  - b. receive a maximum of forty (40) days per school year with 15 years or more of service provided that the application is approved by the Sick Day Bank Committee.

Once the participant qualifies for LTD (long-term disability) insurance, worker's compensation or MPSERS (retirement), the member is not eligible to borrow days from the Sick Day Bank.

11. Upon approval of the bargaining unit member's request, the participant must complete and sign a "GEA Sick Day Bank Payback Agreement" form.
12. Denial of days will not be subject to any appeal process of the GEA or the Board or the Grievance Procedure set forth in the Master Agreement.
13. The Sick Day Bank Committee reserves the right to request a second medical opinion. This would be an independent exam after receiving the employee's physician statement. The second opinion could be from a physician jointly selected by the employee and the Committee. The cost of the independent exam is to be borne by the GEA.

## ARTICLE XVI UNPAID LEAVES

A. A teacher whose illness or injury continues beyond his or her accumulated sick leave days shall be granted an unpaid sick leave of absence for the balance of the school year if requested. Such leave may be renewed for additional periods by the Board upon application. The Board may require satisfactory medical evidence supporting the teacher's need for such leave and his/her ability to resume normal duties upon completion of such leave.

B. A leave of absence of up to two (2) years may be granted to any tenure teacher for the purpose of participating in exchange teaching programs, the Peace Corps, VISTA or Teachers Corps as a full-time participant in such program, provided such teacher states his/her intention to return to the school system.

C. A teacher who enlists or is inducted into the Armed Services of the United States shall be granted a military leave of absence in accordance with all applicable laws and regulations.

D. An unpaid maternity or child care leave shall be granted to a woman teacher on the following conditions:

1. An unpaid maternity leave of absence shall be granted to a pregnant teacher beginning upon exhaustion of her accumulated sick leave and ending at the time she is physically able to resume her teaching duties.

2. An unpaid child care leave, up to one (1) school year in length, shall be granted to a natural or adoptive mother upon written request. Such leave shall begin at the time the teacher is able to resume her duties following childbirth or at the time an adoptive mother assumes custody of her child. If a vacancy exists for which the employee is highly qualified, such teacher shall be re-employed at the conclusion of the leave of absence provided that 60 days advance written notice of desire to return is given and a satisfactory medical report is furnished showing she is able to resume her duties. The teacher may request an extension of her leave, and a denial by the Board is non-grievable.

E. The Board may, at its discretion, grant a leave of absence without pay, without fringe benefits, without salary credit, and upon such other terms or conditions as it may set, upon written application, stating reason and length of leave desired, provided application is made at least 30 days in advance and further, that a qualified and suitable replacement is found by the Board.

By action of the Board, at its discretion, and subject to such restrictions as the Board may set, extensions of leave of absence may be made for individual cases under unusual circumstances.

F. Requests for short periods of unpaid leave during the school year for the primary purpose of vacation, travel or recreation normally will not be granted. In cases where special circumstances are involved, such requests may, however, be granted only once during a school year, and on the condition that the applicant reimburse the Board for one (1) day of pay for a contracted substitute teacher's lead-in time (or its equivalent), in the case of absence of two (2) days or more of unpaid leave. Denial of any application for such leave will not be subject to the Grievance Procedure.

G. Teachers who are granted leaves as above provided shall retain their tenure status while on leave but will not receive credit on the salary schedule for the period of absence, except in the case of military leave, and except in the case of a leave granted under Section B above where full credit on the salary schedule shall be allowed for time spent actively teaching as a teacher. Upon return, such teacher will be assigned to his/her former position if vacant, but if not, then to whatever vacant position of like nature there may be for which he/she is qualified.

H. A teacher who is on an approved leave in excess of one (1) semester will give written notice to the Superintendent of intent to return to work at the close of the approved leave. Such written notice shall be made no later than April 1 for those who plan to return at the beginning of the fall semester, and no later than December 1 for those who plan to return at the beginning of the second (2nd) semester. Those who will be returning from leave at another time shall give 30 calendar days written notice of their intent to return from leave.

I. The Family Medical Leave Act entitles employees with at least 1,250 hours of service during the previous twelve (12) month period up to twelve (12) work weeks of unpaid leave during any twelve (12) month period. Refer to Appendix G, Family and Medical Leave Policy.



**ARTICLE XVII**  
**PROFESSIONAL COMPENSATION**

- A. The salaries and other compensation of teachers covered by this Agreement are set forth in the appendices which are attached hereto and incorporated in this Agreement.
- B. The salary schedule shall be both a minimum and a maximum except as elsewhere expressly provided in this Agreement.
- C. All new employees will be required to sign up for direct deposit.
- D. The Board and Association recognize that special circumstances are involved in the hiring and retention of certain teachers with special training. Therefore, it is agreed that the Board after consultation with the Association may compensate such teachers up to Five Hundred Dollars (\$500) above the salary schedule when necessary in order to fill such positions. All teachers with the same special training shall receive the same compensation above the schedule on a prorated basis.
- E. The Board may allow new teachers credit on the salary schedule for their full years of prior teaching experience up to six (6) years and one (1) year of credit for each further two (2) years of such experience up to a maximum of one (1) year less than the top step of the salary schedule. The Board will notify the President of the Association should any deviation in credit from prior teaching experience be made.
- F. All contracts or salary statements shall be drawn on the appropriate degree schedule and salary step according to the following criteria:
  - 1. A teacher who qualifies for a higher degree or salary by the beginning of the school year will be re-issued a salary statement upon presentation of the necessary information. The teacher is responsible to specifically notify the Superintendent in writing of the degree change and resulting salary requested (e.g. BA+20, etc.) prior to the beginning of the semester they wish to be paid the change and to provide an official university document as soon as available or in the case of longevity (e.g. Step 15, etc.) supporting documentation to verify the request.
  - 2. Teachers teaching part-time or scheduled extra hours shall be paid based on the appropriate salary step with benefits and length of day calculated on a pro-rated basis. In the case of grades Pre-K–8, teachers shall be paid based on percentage of normal teaching hours

worked. In the case of grades 9–12 teachers, the pro-ration will be based on number of periods taught times one-fifth (1/5). Paid pro-rated planning time is already included in this calculation.

The Board recognizes that teaching an additional period during the school day adds extra responsibilities in preparation and grading. Refusal to teach an extra period will not affect the teacher's evaluation. If a probationary teacher is requested to teach an additional period, the Association will be notified in advance.

3. All teachers including mid-year hires shall be entitled to advancement on the salary schedule at the beginning of the following school year.
4. If a teacher completes a degree or credit hours which qualify him/her for additional compensation during the first (1st) semester of the school year, he/she shall receive one-half (1/2) the difference between the old and new salary schedule, provided that not more than four (4) semester hours are required. Such contract will be adjusted accordingly in the second (2nd) semester.

G. Longevity shall be paid at the beginning of a teacher's fifteenth (15th), twentieth (20th), twenty-fifth (25th), and thirtieth (30th) years in Greenville, according to the following percentages and based on the teacher's base salary for the appropriate degree schedule:

Fifteen	(15)	3.0%
Twenty	(20)	4.5%
Twenty-Five	(25)	5.5%
Thirty	(30)	6.5%

1. If a teacher leaves Greenville and is rehired, the teacher shall retain their prior Greenville teaching experience for longevity purposes after a five (5) year rehire period.
2. Once a Greenville teacher reaches their fifteenth year of service in the district and qualifies for the first longevity step, said teacher will be credited with any outside service as a certified teacher in a Michigan public school that they were not granted upon hire.
3. In order to qualify for the initial longevity step (15), a teacher must have earned five (5) semester hours of college credit in addition to the State requirements for a continuing certificate. Two (2) of the semester credits may be earned during the seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), and ninth (9<sup>th</sup>) step of the salary schedule and a minimum of three (3) semester credits must be earned between the tenth (10<sup>th</sup>) step through the fourteenth (14<sup>th</sup>) steps.

4. In order to qualify for subsequent longevity steps, a teacher must earn an additional five (5) semester hours of college credits prior to each longevity step increase, preferably between subsequent longevity steps. All credits must be graduate credits or related to the teacher's teaching assignment.
5. If a teacher completes the required number of semester hours of credit to qualify for a longevity step prior to the beginning of the second (2<sup>nd</sup>) semester, he/she shall be paid one-half (1/2) of the percentage for the approximate longevity schedule, and the contract will be adjusted accordingly in the second (2<sup>nd</sup>) semester.
6. State Board approved Professional Development Programs or activities that will award credits as State Board Continuing Education Units (SB-CEU's) may be used to fulfill partial longevity credit requirements under the following conditions:
  - a. Written approval from the Superintendent is required prior to participating in the workshop or class. (Two weeks notice is customary.)
  - b. For longevity advancement, fifteen (15) SB-CEU's or Greenville CEU's will be equivalent to five (5) semester hours of college credit. One (1) CEU = ten (10) contact hours and three (3) CEU's = one (1) semester credit hour. Courses offered for university credit may be granted Greenville CEU's or graduate credit with pre-approval of the administration and verified completion of requirements requested by the administration. Requirements for applying SB-CEU's to initial and subsequent longevity steps will be under the same timelines as specified in F. 1-4 above.
  - c. The verification of SB-CEU's taken and the subsequent submission to the Superintendent of the successful completion of approved workshops and/or classes is the responsibility of the teacher.

H. In appreciation for services to the school district, a payment of One hundred Dollars (\$100) for each year of service in the District will be paid upon MPSERS eligible retirement provided the teacher shall have been employed in the School District for at least twenty (20) years. Consecutive years of service are not required. Furthermore, the above-mentioned payment shall not be paid in combination with a voluntary severance plan / early retirement incentive.

I. Insurance's will be provided as set forth in Appendix E attached hereto and incorporated into this Agreement.

J. Teachers who are requested to drive their personal automobiles in the performance of their duties shall be paid the Internal Revenue Service non-taxable mileage rate. Teachers driving to out-of-town school-related activities such as conferences, workshops, etc., will be expected to use a school district vehicle unless prior approval has been granted by their building principal.

Credits earned for degree advancement must have coursework that pertains to their major or minor subject area or in an education or allied field (such as psychology, counseling and guidance) or in a subject area in which the teacher is currently teaching.

K. A Masters degree in Social Work that requires fifty (50) or more credit hours, qualifies for MA+20 on the salary schedule.

L. Teachers on prep time may be requested to substitute teach in another classroom. The decision to serve as a substitute teacher is voluntary and may be rejected by the teacher. Compensation for such substitute teaching shall be paid the Appendix D. Teachers Supplemental Salaries, Step 5 rate.

M. Tuition reimbursement

1. After the completion of BA + 18 the Board shall reimburse any teacher at the rate of \$60 per credit hour with a maximum of six credit hours per year, when graduate course work or other coursework pre-approved by the superintendent is undertaken.
  - a. The Board shall reimburse any teacher at the rate of \$30 per credit hour with a maximum of six credit hours per year for credit hours for BA+13 to BA+18.
2. Graduate course work must be in the teacher's major or minor subject area or in education or in an allied field (such as psychology, counseling, and guidance) or in a subject area in which the teacher is currently teaching.
3. Teachers shall be reimbursed after evidence of successful completion of course work has been submitted and approved by the superintendent.
4. Reimbursement must be requested within twelve (12) months of completion of the course.

**ARTICLE XVIII**  
**MEMBERSHIP FEES AND PAYROLL DEDUCTIONS**

- A. On or before September 1 of each year, a teacher shall give the Board a signed authorization to deduct amounts from his/her salary as available through payroll deductions.
- B. Direct Deposits shall be deducted in equal amounts from each paycheck, insurance contributions from the second (2<sup>nd</sup>) paycheck and annuity contributions from the first (1<sup>st</sup>) and second (2<sup>nd</sup>) paycheck of each month. Deductions for other purposes may be agreed upon by the Board and the Association.
- C. The regular annual dues of the Association, MEA, NEA, and representation fees shall be deducted in 18 equal installments from the regular salary checks by September, and remitted to the Association accompanied by a list of teachers from whom the deductions have been made. Dues and representative fee deductions from teachers employed after the commencement of the school year shall be appropriately prorated. Written authorization for such dues and representation fee deductions shall continue in effect from year to year unless revoked in writing within fifteen (15) days after ratification of this Agreement or thereafter during the month of July.
- D. The Association shall give written notification to the Business Office of the amount of its regular dues and those of the MEA and NEA which are to be deducted from teachers' salaries in that school year under such authorization. The amounts of such deductions shall not be subject to change during the entire school year.
- E. Teachers' annual salaries shall be paid in 26 equal payments with payroll checks issued every other Friday. Individual teachers can request in writing (between April 1 and May 15) the balance of their earned annual salary (less the amount required to make all authorized withholding), be paid in the next regular pay period after the end of the school year.
  - 1. Teachers approved under the option indicated above will receive their first (1<sup>st</sup>) paycheck for the succeeding school year on the second (2<sup>nd</sup>) Friday after they would otherwise have received their final check for the preceding school year.
  - 2. Payroll deductions (except for appropriate insurance deductions) will not be withheld during the summer if the balance of earned annual salary is taken in a lump sum. However, should the annuity company or credit union allow

lump payment; the deduction shall be made at the time the balance of earned annual salary is paid.

3. Teacher's annual salaries may be paid in 21 equal payments with payroll checks issued every other Friday during the school year. The teachers' contribution for an insurance plan shall be deducted from the last pay in June. Other appropriate payroll deductions may be handled as mentioned in a lump sum payment above.
- F. Withholding tax statements showing the number of dependents claimed by each teacher shall be on file by the end of the pre-school conference. If no such statement is on file by that time, the Board will assume the teacher claims no dependents.

**ARTICLE XIX**  
**SCHOOL CALENDAR**

- A. Due to school closing and as required by State law, student instruction days will be made up only when necessary to meet State mandated time of instruction. The Board, no later than its May regular board of education meeting, will determine that all required student instruction days will be rescheduled at the end of the school year. The school calendar(s) is set in Appendix A, which is attached hereto and incorporated in this Agreement.
- B. Regardless of the length of this Agreement, the basic school calendar for the period covered by this Agreement, and for the year immediately following, shall be set forth in Appendix A.
- C. A parent-teacher conference schedule will be established on the school calendar at the discretion of the administration in accordance with the 2009-2010 School Calendar. (Reference Appendix A.)

## ARTICLE XX

### PROFESSIONAL GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific article or section of this Agreement or an existing rule, order or regulation of the Board relating to wages, hours, working conditions or terms of employment. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

An individual employee may present a grievance to the Board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

#### TIME LIMITATION

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

#### A. STEP ONE

Within ten (10) school days of the occurrence of the event, any teacher or group of teachers (or the Association at the request of a teacher or group of teachers) having a grievance shall discuss the matter with the principal of the building involved. If the principal is absent from work and such absence prevents the discussion, the discussion must then take place within two (2) school days following the principals return. The Association representative may be present at this discussion. The matter must be resolved to the satisfaction of the aggrieved employee within five (5) school days after this meeting.

#### B. STEP TWO

If the matter is not resolved to the satisfaction of the aggrieved employee, the employee shall put the grievance in writing and file it with their building principal within five (5) school days following the Principal's verbal response in Step One. The principal will respond to the aggrieved employee in writing within five (5) school days of receipt of the written grievance. A copy of the written disposition will be forwarded to the central office administrator.

#### C. STEP THREE

If the written answer does not resolve the grievance to the aggrieved employee's satisfaction the grievant has five (5) school days after receipt of the written response to



file the grievance with the Central Office Administrator together with a written statement of why the resolution was not acceptable. Within five (5) school days after receipt of the written grievance by the Central Office Administrator, a meeting shall be held between the grievant and the Central Office Administrator or his/her designated representative in an effort to resolve the grievance. The Central Office Administrator will respond to the aggrieved employee in writing within five (5) school days of the meeting.

#### D. STEP FOUR

If the matter is not resolved to the satisfaction of the aggrieved employee, the employee shall file the grievance along with a written statement of why the resolution was not acceptable with the Secretary of the Board within five (5) school days of receipt of the Central Office Administrator's written response.

#### E. STEP FIVE

Within 20 school days after receiving such written request (or a date mutually agreed to by the Grievance Committees involved), the Central Office Administrator will arrange for a meeting between the Grievance Committee representing the Association and the Grievance Committee representing the Board to attempt to reach a satisfactory solution. The Board will render its decision in writing within 20 school days after the final meeting of the two (2) committees. Either the Association or the Board may have additional representation at this level of discussion.

Each Grievance Committee shall have three (3) members. Each committee shall have the authority to make a binding decision for the party it represents. However, any decision to submit the grievance to Step Six for arbitration must be approved by the Association Board of Directors prior to its submission.

#### F. STEP SIX

If the grievance is not resolved at Step Five and the issue involves the interpretation or application of an express term of this Agreement, the Association may refer the matter to arbitration by notifying the Board, in writing, of its desire to arbitrate within 15 school days from the termination of Step Five of the Grievance Procedure. (The termination of Step Five is receipt of the Board's written decision.) If a request for arbitration is not made within the time specified, the grievance shall be considered settled.

## G. SELECTION OF ARBITRATOR AND ARBITRATION PROCEDURE

An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement as written, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The granting of tenure, termination of services or failure to re-employ a probationary teacher, the extension of a probationary period or the termination of services or failure to re-employ any teacher to a position on the extracurricular schedules shall not be arbitrable. The arbitrator's decision shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board.

## H. ARBITRATION COSTS

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## I. EMERGENCY MEETINGS

Both parties recognize that in some instances settlement of a grievance involving more than one (1) school should be considered immediately. When a situation of this kind arises, the grievance may be processed in the first (1<sup>st</sup>) instance at Step Three, by agreement between the Chief Administrative Officer (or his/her assistant in his/her absence) and the President of the Association (or the Vice-President in the President's absence). This procedure is to be used in exceptional situations only where immediate action is clearly indicated and agreed to by both parties.

## J. SUMMER TIME LIMITS

In the event a grievance is processed late in the school year and the set time limits extend the processing of said grievance beyond the normal school year, the counting of days as herein described beyond the normal school year, shall consist of weekdays (Monday-Friday) until the matter is resolved.

**ARTICLE XXI**  
**SCHOOL IMPROVEMENT**

Each school shall establish a School Improvement Team comprised of representatives from the administration, teaching staff, aides and/or support staff. Participation on a School Improvement Team is voluntary. Participation or non-participation shall not be used as an adverse criterion for evaluation, discipline or discharge.

**ARTICLE XXII**  
**NEGOTIATION PROCEDURES**

- A. During the negotiations leading up to this Agreement, each party had the right to make proposals and bargain on all bargainable matters. This Agreement contains the entire agreement of the parties. During its life, each party therefore agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to the Professional Grievance Procedure. Matters of concern may be discussed through the ongoing collaborative bargaining process and any agreement which results may become a part of this Agreement by mutual agreement of the parties.
  
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
  
- C. There shall be three (3) signed copies for purposes of record, one (1) to be retained by the Board, one (1) by the Association, and one (1) by the Superintendent. A copy of this Agreement shall be provided (print or electronic) to all teachers.
  
- D. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
  
- E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional negotiation, including arbitration, shall be released from regular duties without loss of salary or benefits when such negotiation or arbitration is held during the school day at the request of the Board.

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the Board or terms of any teacher's individual contract heretofore in effect to the extent they are contrary to or inconsistent with its terms. A copy of this Agreement shall be furnished at Board expense to all teachers now or hereafter employed.
  
- B. If any provision of this Agreement or its application to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- C. Any teacher who is not re-appointed to an extra-duty position will, upon request, be given an opportunity to appear at a Board meeting to discuss and review such matter. Such meeting shall be public or private at the discretion of the teacher.

**ARTICLE XXIV  
DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2009, upon ratification by a majority of the Board and of the membership of the Association and will continue in effect through June 30, 2012 at which time it will terminate. Upon written notice given before May 1, 2012, this Agreement may be re-negotiated for future year(s). Said negotiations shall not begin later than May 15, 2012.

Witnesses:

Board of Education

\_\_\_\_\_  
Caroline Cook

By \_\_\_\_\_  
Janet R. Ralph

\_\_\_\_\_  
Peter Haines

Its President

Date \_\_\_\_\_

Greenville Education Association

\_\_\_\_\_  
Capalene Howse

By \_\_\_\_\_  
Mary England

\_\_\_\_\_  
Richard Walthorn

Its President \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX A**  
**2009-2010 SCHOOL YEAR CALENDAR**

AUGUST '09						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Augst 24-28 New Teachers  
August 31- ½ PD, ½ Teacher Work Day

Teacher Days 1

SEPTEMBER '09						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1- PD Day  
2-7 No Work  
8- First Day for Students

Teacher Days 18  
Student Days 17

OCTOBER '09						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 2- PD

Teacher Days 22  
Student Days 21

NOVEMBER '09						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2- PD Day  
6- End of First MP  
20- Secondary ½ Day- Conferences 12:30-2:30 pm  
23- Secondary Conf. 6-8pm  
24- Secondary Conf. 4-6pm  
25,26,27 Thanksgiving Break

Teacher Days 18  
Student Days 17

DECEMBER '09						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21-31 Winter Break

Teacher Days 14  
Student Days 14

JANUARY '10						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Winter Break  
22- End of Elementary 2nd MP  
25,26 Elementary ½ days  
27, 28, 29 Elementary and Secondary Half Days  
25-29 Elementary Conference Week  
27, 28, 29 Sec. Exams  
29- End of Secondary 2<sup>nd</sup> MP

Teacher Days 20  
Student Days 20

FEBRUARY '10						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

1 PD Day  
15 Mid-Winter Break (Optional Staff PD day in lieu of April 29...decision to be made by February 5, 2010)

Teacher Days 19  
Student Days 18

MARCH '10						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5- PD Day

Teacher Days 23  
Student Days 22

APRIL '10						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1- End of 3<sup>rd</sup> MP  
2- Good Friday  
5-9 Spring Break  
29- PD Day (Optional Inclement Weather Student Make-up Day)

Teacher Days 16  
Student Days 15

MAY '10						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 Memorial Day

Teacher Days 20  
Student Days 20

JUNE '10						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

9- Secondary Half Day  
10,11 Elem and Sec Half Days  
9,10,11 Secondary Exams  
11- Last Day for Students- End of 4<sup>th</sup> MP  
14- Teacher Work Day (Last Day for Staff)

Teacher Days 10  
Student Days 9

JULY '10						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Calculations:  
Student Days= 173 Days (166 full and 7 half)  
Staff Days= 181 Days (New Teachers 186 Days)

**Student Day:**  
Elem 8:50-3:40 – ½ 8:50-12:20  
MS 7:30-2:20- ½ 7:30-11:00  
HS 7:35-2:25- ½ 7:35-11:05  
PD Days-All Staff 8-3

**APPENDIX B  
2009-2010 PROFESSIONAL STAFF SALARY**

STEPS	BA	BA+2 0	BA+3 0	BA+4 0	MA	MA+20	MA+40	MA+60/ Doctorate
1	1 36301	1.04 37753	600 38353	800 38553	1.096 39785	1.12 40657	1.14 41383	
2	1.041 37789	1.081 39241	600 39841	800 40041	1.136 41237	1.161 42145	1.181 42871	
3	1.082 39277	1.122 40729	600 41329	800 41529	1.177 42726	1.202 43633	1.222 44359	
4	1.123 40766	1.163 42218	600 42818	800 43018	1.217 44178	1.243 45122	1.263 45848	
5	1.169 42435	1.214 44069	600 44669	800 44869	1.256 45594	1.284 46610	1.304 47336	
6	1.22 44287	1.265 45920	600 46520	800 46720	1.321 47953	1.355 49187	1.375 49913	
7	1.276 46320	1.326 48135	600 48735	800 48935	1.386 50313	1.426 51765	1.446 52491	
8	1.337 48534	1.387 50349	600 50949	800 51149	1.466 53217	1.497 54342	1.517 55068	
9	1.398 50748	1.449 52600	600 53200	800 53400	1.546 56121	1.578 57282	1.598 58008	
10	1.469 53326	1.524 55322	600 55922	800 56122	1.63 59170	1.659 60223	1.679 60949	
11	1.557 56520	1.607 58335	600 58935	800 59135	1.726 62655	1.757 63780	1.777 64506	
12	1.581 57391	1.632 59243	600 59843	800 60043	1.751 63562	1.784 64760	1.804 65486	1.824 66212
13	1.606 58299	1.658 60186	600 60786	800 60986	1.777 64506	1.905 69153	1.925 69879	1.945 70605
<b>LONGEVITY IN GREENVILLE, REFER TO ARTICLE XVII, SECTION F</b>								
15	1.030 60048	1.030 61992	600 62592	800 62792	1.030 66441	1.030 71227	1.030 71975	1.030 72723
20	1.045 60922	1.045 62895	600 63495	800 63695	1.045 67409	1.045 72265	1.045 73023	1.045 73782
25	1.060 61797	1.060 63798	600 64398	800 64598	1.060 68377	1.060 73302	1.060 74071	1.06 74841
30	1.070 62380	1.070 64399	600 64999	800 65199	1.070 69022	1.070 73993	1.070 74770	1.07 75547

*The teacher is responsible to specifically notify the Superintendent in writing of the degree change and resulting salary requested (e.g. BA+20, etc.) prior to the beginning of the semester they wish to be paid the change and to provide an official university document as soon as available or in the case of longevity (e.g. Step 15, etc.) supporting documentation to verify the request.*



## APPENDIX C

### COACHES' SALARIES

	YEARS EXPERIENCE					
	1	2	3	4	5	10*
1. Athletic Trainer						
Fall Sports Season	9%	9.5%	10%	10.5%	11%	14%
Winter Sports Season	8%	8.5%	9%	9.5%	10%	13%
Spring Sports Season	7%	7.5%	8%	8.5%	9%	12%
2. Event Manager						
Fall Sports Season	4%	4.5%	5%	5.5%	6%	8%
Winter Sports Season	5%	5.5%	6%	6.5%	7%	9%
Spring Sports Season	2.5%	3%	3.5%	4%	4.5%	6.5%
Individual Sports	1%	1.2%	1.4%	1.6%	1.8%	3.8%
3. Head Football	13.5%	14.5%	15.5%	16.5%	17.5%	19.5%
4. Head Basketball						
5. Head Wrestling	12.5%	13.5%	14.5%	15.5%	16.5%	18.5%
6. Head Baseball	8.5%	9.5%	10.5%	11.5%	12.5%	14.5%
7. Head Soccer						
8. Head Softball						
9. Head Track						
10. Head Volleyball						
11. Head Cheerleading Football						
12. Head Cheerleading Basketball						
13. Head Varsity Dance Team						
14. Head JV Basketball	8%	9%	10%	11%	12%	14%
15. Head JV Football						
16. Asst. Varsity Football						
17. Asst. Wrestling						
18. Head Freshman Football	7%	8%	9%	10%	11%	13%
19. Freshman Football	6%	7%	8%	9%	10%	12%
20. Freshman Basketball						
21. Assistant JV Football						
22. Assistant Freshman Football						
23. Head Tennis						
24. Downhill Ski Coach						
25. Head Golf						
26. Head Cross Country						

\*Step 10 represents years in sport in Greenville.

APPENDIX C  
COACHES' SALARIES (continued)

	YEARS EXPERIENCE					
	1	2	3	4	5	10*
27. JV Baseball	5%	6%	7%	8%	9%	11%
28. Assistant Track						
29. JV Softball						
30. JV Volleyball						
31. JV Cheerleading Football						
32. JV Cheerleading Basketball						
33. Freshman Cheerleading						
34. JV Soccer						
35. JV Dance Team						
36. Middle School Basketball	5%	5.5%	6%	6.5%	7%	9%
37. Freshman Baseball						
38. Freshman Volleyball						
39. Freshman Softball						
40. Freshman Soccer						
41. Middle School Cross Country	4.5%	5%	5.5%	6%	6.5%	8.5%
42. Assistant Senior High Cross Country						
43. Middle School Track						
44. Middle School Wrestling						
45. Middle School Volleyball						
46. Assistant JV Golf						
47. Assistant Tennis						
48. Middle School Football						
49. Middle School Cheerleading (7th/8th)	2.5%	3%	3.5%	4%	4.5%	6.5%
50. Assistant Middle School Basketball						
51. Assistant Middle School Track						
52. Assistant Middle School Wrestling						

\*Step 10 represents years in sport in Greenville.

- A. Nothing contained in Appendix C shall guarantee that the positions listed shall be filled. No tenure is provided for any of the positions. Appendix C is placed in this Agreement solely for the purpose of outlining the coaching pay schedules, and Appendix C assignments are not subject to other articles of this Agreement.
- B. Credit for previous coaching experience will be granted at the discretion of the administration.
- C. Coaching salaries shall be paid as desired by the coach, either with his/her regular teaching salary or in a lump sum at the end of the season.
- D. Salary is figured on BA base.
- E. If a coach's responsibilities and number of scheduled events significantly increase or decrease, his/her salary may be adjusted by mutual agreement between representatives of the Board of Education and the Association Executive Board.
- F. The Individual Sport Event Manager percentage will be based on a minimum of twenty (20) hours. Any hours less than twenty (20) will be prorated.
- G. Preference will be given to existing staff members when coaching positions are available.
- H. Any salary for a new position will be negotiated and agreed upon between representatives of the Board of Education and the Association Executive Board.

**APPENDIX D**  
**TEACHERS' SUPPLEMENTARY SALARIES**

Sections A and B rates of this appendix will receive the same increase as the Appendix B Teacher Salary Base Step 1.

A. Any teacher who teaches beyond the normal seven hour and fifty minute school day, or beyond the normal school year, shall be compensated for any hour of such teaching at the following hourly instructional rates beginning on September 1 through August 31, excluding Community School classes:

2009-2010

\$23.80  
\$24.40  
\$25.10  
\$25.55  
\$26.35

B. Teachers participating in curriculum writing and development activities as approved by the Assistant Superintendent, Instruction will be paid a stipend of

2009-2010

\$20.00

C. Co-Curricular Activities:

1. Safety Patrol	2.0%
2. Club and Team Sponsors	1.0%
3. Drama:	
a. Drama Club Advisor	1.0%
b. Theater Advisor	2.0%
c. Large Play: (15 students or more in the cast)	
i. Director	4.0%
ii. Assistant Director	2.0%
iii. Producer	1.0%
iv. Support Staff*	2.0%
d. Small Play: (14 students or less in the cast)	
i. Director	3.0%
ii. Assistant Director	1.0%
iii. Producer	0.5%
iv. Support Staff*	2.0%
4. Musicals:	
a. Full Scale Musical: (Broadway Type)	
i. Director	5.0%
ii. Assistant Director	2.5%
iii. Producer	1.0%
iv. Vocal Director	2.0%

v. Instrumental Director	2.0%
vi. Pianist	1.0%
vii. Choreographer	1.0%
viii. Support Staff*	3.0%
b. Other Musical:	
i. Director	3.0%
ii. Assistant Director	0.5%
iii. Producer	0.5%
iv. Vocal Director	1.0%
v. Instrumental Director	0.5%
vi. Pianist	1.0%
vii. Choreographer	0.5%
viii. Support Staff*	2.0%

\*Support staff money will be divided between the additional people involved in the production. Amounts will be based on the amount of time required per position and approved by administrator in charge.

5. Class Sponsors:	
a. Senior Class	2.5%
b. Junior Class	1.0%
c. Sophomore Class	1.0%
d. Freshman Class	1.0%
6. Department Heads:	
a. 1-4 Teachers	5.0%
b. 5 or More Teachers	6.0%
c. Grade Level Chair-6-8 Grades	6.0%
d. Grade Level Chair-K-5 Grades	3.0%
e. MS Encore Coordinator	6.0%
f. TAT (minimum of 30 hours)	1.5%
7. Instrumental Music:	
a. Senior High Band (includes away band camp, parades, festivals, concerts, etc.)-two positions	16%
Senior High Band Assistant (includes band camp, parades, festivals, concerts, etc.)	5%
b. Jazz Band (includes concerts, rehearsals, etc.)	1.5%
c. Pep Band (includes every home Boys Basketball game, rehearsals, etc.)	1.5%
d. Middle School Band (includes summer rehearsals, parades, festivals, concerts, etc.)	6.0%
e. Orchestra 9-12 (includes festivals, concerts, rehearsals, etc.)	4.0%
f. Orchestra 5-8 (includes festivals, concerts, rehearsals, etc.)	4.0%
8. Vocal Music:	
a. Senior High Choir (includes Village Green retreat, festivals, concerts, rehearsals, etc.)	13%
b. Middle School Choir (includes festivals, concerts, rehearsals, etc.)	4.0%
c. Middle School Band/Choir Assistant	2.0%
d. Elementary Vocal (for each Music Teacher)	2.0%
9. Intramurals* (per activity)	1.5%
10. Debate and Forensic	4.5%
11. Senior High Yearbook - Printed	6.5%
12. Senior High Yearbook - Video	6.5%

13. Middle School Yearbook - Printed	4.0%
14. Senior High Newspaper	6.5%
15. Noon Hour Supervision	1.5%
16. OM Coordinator	3.0%
17. OM Coach	2.0%
18. NCA Chairperson	3.0%
19. Driver Education Coordinator	6.0%
20. 7 <sup>th</sup> /8 <sup>th</sup> Grade Student Council	3.0%
21. High School Student Council	4.0%
22. Advanced Placement (AP) Coordinator	2.0%
23. Dance Team	3.0%
24. Equestrian Team	2.0%
25. FFA (including the summer program)	5.0%
26. Quiz Bowl	2.0%
27. Project Close-up	2.0%
28. Wellness—Weight Room Supervisor—HS—Fall	4.0%
29. Wellness—Weight Room Supervisor—HS—Winter	4.0%
30. Wellness—Weight Room Supervisor—HS—Spring	3.0%
31. Wellness—Weight Room Supervisor—HS—Summer	Paid hourly—Athletic Fund
32. Wellness—Weight Room Supervisor—MS—including summer	3.0%
33. National Honor Society	2.5%
34. Turn-around Program Head	6.0%
35. MS Honor Society	2.5%
36. Elementary Recess Duty**	3.0%
37. Video Production	
a. HS Video Production	10%
b. MS Video Production	5%
c. If Video Production is a part of the normal teaching day, supplemental salary will not be paid.	

\*\* (Individual hours of recess duty will be paid top step of Section A)

\* Each intramural activity will be equal to one (1) night (minimum of two [2] hours) per week for a period of ten (10) weeks. Activities varying in time or weeks will be prorated subject to approval of the Central Office.

Any salary for a new position will be negotiated and agreed upon between representatives of the Board of Education and the GEA Executive Board. If the job description/responsibilities are increased or decreased, a new percentage will be negotiated.

## APPENDIX E INSURANCE BENEFITS

- A. All insurance benefits set forth under this Appendix shall be available to teachers. Any teacher working less than full time shall have the option of having each benefit at a pro-rated cost if allowed by the carrier.
- B. Coverage and Board contributions under the insurance plans shall commence for new teachers on September 1, provided that appropriate applications have been completed.
- C. Teachers must make changes and/or additions during appropriate open enrollment periods except when a change in family status occurs.
- D. A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board, they may select any of the above hospitalization and dental insurance coverage's, but shall not receive double coverage.
- E. If an employee receives equivalent insurance coverage through another carrier, it is the Board and GEA's desire that such coverage's not be duplicated by the District.
- F. Insurance coverage amount changes resulting from negotiations will become effective the 1<sup>st</sup> day of the month following ratification of the contract by both parties.
- G. Specific Coverage's:
  - 1. Health Insurance (see Letters of Agreement)
  - 2. Vision Insurance  
Teachers shall receive Vision insurance through SET-SEG.
  - 3. LTD Insurance  
The Board shall provide Long Term Disability Insurance without the cost of living benefit. Benefits shall be paid at 66-2/3 percent of salary up to a monthly maximum of \$3,500 and shall begin after expiration of the greater of: (1) the employee's accumulated sick leave, or (2) ninety (90) calendar days, to age sixty five (65) less any offsets for social security and teacher retirement where applicable.
  - 4. Dental Insurance  
SET-SEG Dental providing 100/80/80:1,000.00 Annual Maximum and 80:2,000.00 orthodontic lifetime maximum will be provided by the Board.
  - 5. Life Insurance  
The Board shall provide each teacher with \$40,000 of group term life insurance protection that shall be paid to the employee's designated beneficiary in the event of the teacher's death. The plan shall include Accidental Death and Dismemberment (AD&D) and Waiver of Premium (WOP).
- H. Coverage will terminate:

1. Health Insurance:

- a) Teachers who terminate their employment during the school year will have their health insurance terminated at the end of the month following the month in which employment terminates.
- b) Teachers who work ninety (90) or more school days and work through the end of the school year and then resign will have their health insurance continued until insurance can be obtained from other sources but under no circumstances beyond August 31.

Teachers who work less than ninety (90) school days and resign at the end of the school year will have their health insurance terminated June 30.

- c) Teachers who retire at the end of the school year will have their health insurance terminated June 30 if there is satisfactory verification from the MPERS office that state-provided health insurance will begin July 1. Without verification, health insurance will continue up to August 31.
- d) The insurance coverage of a teacher who was laid off because of a reduction in personnel will be continued for the two (2) calendar months following the month in which the layoff occurred.

Thereafter, such teacher may continue his/her insurance coverage in effect if he/she pays the full cost of such insurance for the period permitted by the insurance carrier.

- e) Employees who leave employment for reasons of a major disabling illness will have their health insurance paid by the Board until insurance coverage can be secured from other sources but not to exceed two (2) months. Thereafter, such teacher may continue his/her insurance coverage in effect if he/she pays the full cost of such insurance for the period permitted by the insurance carrier.

- 2. Life Insurance will terminate on the last day worked. Teachers shall have one (1) month from date of termination to convert life insurance to a private plan.
- 3. All other insurance's will be covered to the next months billing following the last day worked.

## APPENDIX F

### TEACHER MENTOR PROGRAM

#### A. Purpose

The teacher mentor program is designed to give each new teacher to Greenville one person to guide them and answer any questions they may have and help them grow professionally. It is a voluntary program so that only those teachers who want to take the extra time to help a new teacher should participate.

#### B. Qualifications

1. Teachers with a minimum of two years of teaching that have demonstrated the ability to effectively teach students and work collaboratively with colleagues as a member of the instructional team.
2. Mentors should enjoy working with others and be organized and effective managers of time.
3. Mentors should come from the same building, grade, or department if at all possible.

#### C. Selection Process

1. Principals will be responsible for the selection of teacher mentors and will notify staff of this opportunity. Department heads and grade level coordinators can assist in this selection if necessary.
2. In the event the mentor/new teacher relationship is not meeting the needs of one or both parties, the administrator should be contacted to resolve the issue, which may include the assigning of a new mentor.

#### D. Responsibilities/Expectations (One year commitment)

1. The teacher mentor should meet with the new teacher one day before school starts for the purpose of:
  - Going over curriculum/materials
  - Touring the building
  - Going over basic building rules
  - Showing them the locations of mailboxes, copy machines, restrooms, library, office, computer labs, etc.
  - Explaining the process for obtaining supplies
  - Having lunch on an informal basis (District reimburses \$20.00 max)
  - Explaining how to get additional help for such things as furniture, technology, and other basic logistics
2. Attend the new teacher luncheon and mentor expectation overview
3. Communicate with the new teacher every day the first week of school to answer questions and offer support.
4. Meet/communicate with the new teacher on a regular basis (recommended weekly)
  - Show them where various forms are kept



- Talk about techniques for addressing student discipline, managing the classroom, working with other teachers and administrators
  - Talk about yearly school functions i.e. dances, carnivals, parent/teacher conferences, activity nights, clubs and organizations
  - Highlight key points in the contract and inform them who the building representative
  - Review teacher handbook for your building
5. Review mentor packet materials provided by District Office.
  6. Be an advocate for your new teacher (assist rather than assess)

#### E. Shadow Experience/Peer Coaching

1. The administrator will arrange a minimum of two half-day shadowing experiences for each new teacher for the purpose of observing effective instructional techniques.
2. The administrator will ensure that at least one half-day opportunity is provided for the mentor to peer coach the new teacher and to provide constructive feedback.

#### F. Compensation

1. It is the expectation that, to meet the needs cited above, mentors will need to spend an average of thirty hours with their new teacher. Compensation for this service will be based on Appendix D at 1%.
2. Compensation for serving as a mentor will be paid annually. Mentors must turn in their mentor/new teacher interaction log by May 15 to their building principal for signature to activate payment.
3. In the event that the mentor is unable to complete the term of the assignment they will be compensated based on the prorated portion of the school year in marking periods.
4. Mentors with more than one new teacher will be compensated based on Appendix D at 1.5%

APPENDIX G  
FAMILY AND MEDICAL LEAVE POLICY

1. PURPOSE:

The District's Family and Medical Leave Policy allows eligible employees to take up to twelve weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition.

The following provisions provide information about the policy. Please read the policy carefully and keep it for future reference. Additional information and forms relating to Family and Medical Leaves are available from the Central Offices.

2. DEFINITIONS:

1. *What Does a "Twelve-month" Period Mean?* The District has adopted the rolling twelve-month method of calculating FMLA leave entitlement. Pursuant to this method, FMLA leave entitlement is based upon how much FMLA leave an employee has taken the preceding twelve months, measured backwards from the date the leave is to commence.
2. *Who Qualifies as a "Spouse"?* "Spouse" under this policy means a husband or wife, and does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any twelve-month period may be limited to an aggregate of twelve weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. *Who Qualifies as a "Parent"?* "Parent" under this policy means a biological parent or an individual who stood in place of a biological parent (*in loco parentis*) to the employee when the employee was a child. Parents-in-law do not meet this definition.
4. *Who Qualifies as a "Child"?* "Child" under this policy means a child (son or daughter) either under eighteen years of age, or eighteen years of age or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or legal ward.
5. *What Type of Ailment Qualifies as a "Serious Health Condition" under this Policy?*  
A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care (an overnight stay), (2) a period of incapacity requiring continuing treatment by a healthcare provider,

(3) a period of incapacity due to pregnancy or for prenatal care, (4) a period of incapacity or treatment for chronic or permanent/long-term conditions (*e.g.*, asthma, diabetes, epilepsy, cancer), or (5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than three consecutive calendar days (*e.g.*, dialysis for kidney disease or chemotherapy for cancer).

By way of example, “continuing treatment by a healthcare provider” includes a period of incapacity of more than three (3) consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that requires treatment on two or more times by a healthcare provider or treatment once by a healthcare provider that results in a regime of continuing treatment under the supervision of a healthcare provider (*e.g.*, a course of prescription drugs, physical therapy).

Unless complications arise, the common cold, flu, upset stomachs, headaches, routine dental problems and cosmetic treatments do not meet the definition of “serious health condition.”

Please contact the Central Office for a more complete definition of “serious health condition.”

6. *Who Qualifies as an “Instructional Employee”?* Under this policy, “Instructional Employee” means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers and may encompass paraprofessionals or auxiliary personnel principally engaged in direct delivery of instruction (*e.g.*, signers for hearing impaired). This definition *excludes* auxiliary personnel such as counselors, aides, psychologists, social workers and non-instructional support personnel.
7. *Who Is the “District” under this Policy?* “District” means the Greenville Public Schools. This policy shall be implemented by the Superintendent or his/her designee.

### 3. GENERAL:

1. *Who is Eligible?* If you have worked at least 1250 hours during the twelve-month period prior to commencement of the leave, you are eligible for FMLA leave after you have completed at least one year of service.
2. *When Can I Take FMLA Leave?* Eligible employees may use FMLA leave for one or more of the following reasons:
  - The birth of a child and care for a newborn;
  - The care for a newly-adopted child or child recently placed in an employee’s home for foster care;

- To care for a spouse, child or a parent (but not parent-in-law) who has a serious health condition; or
- An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within twelve months of the birth, adoption or placement of the child.

3. *How Much Leave is Available Under the FMLA Policy?* Eligible employees may take up to twelve weeks of unpaid leave during any twelve-month rolling period for a purpose which qualifies for a leave under the FMLA policy. The twelve-month rolling period is calculated backwards from the date the requested leave commences.

An eligible part-time employee is entitled to leave on a pro-rata basis.

If spouses are both employed by the District and both are eligible for FMLA leave, spouses may take up to a combined total of twelve weeks of leave for the birth and care of a newborn child, the placement of a child in the spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take four weeks to care for a newborn child, each spouse will have eight weeks remaining within the twelve-month period to use for other kinds of FMLA leaves, if necessary.

#### 4. NOTICE:

- A. *When Should I Give Notice of the Need for FMLA Leave?* If the need for FMLA leave is foreseeable, you must give at least thirty-days notice of your intent to use the leave (*i.e.*, for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member). If the employee fails to give thirty-days notice, the District reserves the right to delay the employee's FMLA leave until at least thirty days after the employee makes the leave request. When the need for FMLA is unexpected, you must provide notice as soon as possible after the need for the leave is known. At the time of requesting any time off work, employees are required to complete District-approved forms for leave utilization. When any time off work is requested, the District will inquire about the circumstances to determine if the requested time off appears to qualify as FMLA leave. Any time off work request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the twelve-month rolling period described in Section 2(A) of this policy. Employees will be told whether the

time off work requested is determined to be FMLA leave before the start of the requested leave, or as soon thereafter as practical.

5. SUBSTITUTION OF PAID LEAVE TIME:

FMLA leaves are unpaid leaves, but there are several ways in which the District's policies on salary continuation, sick days and vacation pay work in conjunction with certain kinds of FMLA leaves to provide you with some form of income during such a leave.

- *Employees must exhaust earned and/or accrued paid time off.* When time off work which qualifies as FMLA leave is to be taken, employees may first be required to exhaust earned and/or accrued paid time off which will be credited against their FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first apply that leave time to his/her FMLA leave until the earned and/or accrued paid leave time is exhausted. The District may also require that any earned and/or accrued paid vacation or personal/sick leave be exhausted before the employee takes any unpaid FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis. An Employee also is entitled to substitute accumulated paid leave off for FMLA leave.
- *District Notification of FMLA Leave.* Once the District receives notice (or sufficient information) that leave is being taken for an FMLA required reason, the District shall (within two business days, absent extenuating circumstances) notify the employee, in writing, that accrued paid leave (as described above) has been designated as FMLA leave.

6. MEDICAL CERTIFICATION:

If an employee requests FMLA leave due to a serious health condition or to care for a parent, child or spouse with a serious health condition, the employee will be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long. Forms for this purpose will be provided by the Central Office when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within fifteen (15) days of being supplied with the necessary certification form from the Central Office or a request for FMLA leave may be delayed or denied.

After an employee submits the required medical certification, the District may require, at its option and its expense, that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require, at its option and at its own expense, that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers.

The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.

The District may also require periodic medical recertification's at its own expense. The District also retains the right to require the employee who is absent on FMLA due to his/her own serious health condition to present a medical certification on return to work. Failure to provide this information will delay restoration of employment and may result in separation from employment status.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE:

If an employee needs intermittent leave, or leave on a reduced leave schedule (or if the intermittent/reduced leave is allowed for the birth of a child or for placement of a child for adoption or foster care), the employee must advise the District why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.

The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessary equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-time job with the same rate of pay and benefits, but the employee will not be required to take more leave than is medically necessary. Where benefits (*e.g.*, vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the twelve weeks of FMLA leave are used.

Intermittent and reduced leave schedules are available to all employees for pre-natal care, to attend to a serious health condition requiring periodic treatment by a healthcare provider, because the employee (or family member) is incapacitated to a chronic serious health condition, or because of childbirth, adoption or foster care placement.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the instructional employee to choose either to: (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits

and which better accommodates recurring periods of leave than does the instructional employee's regular assignment.

8. BENEFITS:

1. *What Happens to my Benefits While on Leave?* During the period of an approved FMLA leave, your health insurance will continue uninterrupted, but if you make a contribution toward your coverage, you must make arrangements to continue your contributions during the term of your leave in order to continue your basic health insurance coverage at existing levels. Failure of an employee to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage, if the employee's contribution is more than thirty (30) days late. If the employee's premiums are in arrears, the District shall provide the employee at least fifteen (15) days written notice prior to canceling insurance plan coverage.

Except as required under COBRA, the District's obligations to maintain health benefit premium contributions for an employee on FMLA ceases when: (1) the employment relationship would have terminated, irrespective of the FMLA leave (*e.g.*, reduction in force); or (2) when the employee advises the District of intent not to return from leave; or (3) when FMLA expires and the employee has not returned from leave.

Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.

If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid family/medical for reasons other than: (1) the continuation, recurrence or onset of a serious health condition of the employee or a covered family member, or; (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution) during the period of leave, excluding period where the District or the employee has substituted paid leave for FMLA leave.

An employee is not entitled to seniority or benefits accrual (*e.g.*, holidays, vacations) during period of unpaid leave, unless otherwise specified by the terms of a collective bargaining agreement or individual contract of employment. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

2. *What if I'm off Work on a Workers' Comp Leave?* If you have a work-related illness or injury that qualifies as a "serious health condition" under this policy, time away from the job for which you receive Workers' Compensation payments will be considered an FMLA leave and will reduce your entitlement to up to twelve weeks of FMLA leave in any twelve month period.

9. RETURN TO WORK:

- A. *What Position Will I Be Placed in after My Leave?* Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The definition of an "equivalent" position may be accomplished through a collective bargaining agreement between the District and labor organization having exclusive representation rights in a defined bargaining unit of District employees.
- B. *Even If I'm an Instructional Employee?* If an instructional employee begins leave under the Family and Medical Leave Act more than five (5) weeks before the end of a semester, the District may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the instructional employee would return to work during the three (3) week period immediately before the conclusion of the semester.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the five (5) week period before the end of a semester, the District may require that leave be taken until the end of the semester if the instructional employee would return to work during the two (2) week period immediately before the end of the semester and if the leave period is to last more than two (2) weeks.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the three-week period before the end of a semester and the leave will last more than five (5) working days, the District may require the instructional employee to take leave until the end of the semester.

10. KEY EMPLOYEES:

1. *Who Qualifies a "Key" Employee?* A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
2. *Are "Key" Employees Entitled to Job Restoration?* While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee where the restoration of the key employee to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.



3. *How do I Know if I Qualify as a "Key" Employee?* Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first, or if the notice cannot be given then because of the need to determine whether the employee is a "key" employee, as soon thereafter as practical.

In any situation where the District determines that it will deny restoration or employment to a key employee, the District will issue a hand-delivered or certified letter to the key employee explaining the basis of the finding that the required injury to the District exists. Additionally, the District will inform the "key" employee of the potential consequences with respect to reinstatement of health benefits should employment restoration be denied. Where practical, the District will communicate this determination prior to the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already commenced, the key employee will be provided a reasonable time in which to return to work after being notified of the District's decision to deny reinstatement.

4. *When will the District Determine whether or not to Reinstate a "Key" Employee on FMLA Leave?* If a key employee does not return to work in response to the District's notification of its decision to deny restoration of employment, the District will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the District will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave period. The key employee has the right, at the end of the FMLA leave period, to request reinstatement and the District will reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time.

If the District again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his/her reinstatement to employment. If the District finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

#### 11. FAILURE TO RETURN FROM LEAVE:

The failure of an employee to return to work upon expiration of FMLA will subject the employee to termination unless an extension is granted. An employee, who requests an extension of FMLA leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required in connection with requests for leave extension.

12. EFFECT OF COLLECTIVE BARGAINING AGREEMENTS:

All provisions of this policy shall prevail except as modified by, or as may be inconsistent with, any applicable collective bargaining agreement between the District and any labor organization having exclusive representation rights in a defined bargaining unit of District employees. To the extent that this policy conflicts with the terms of such collective bargaining agreement(s), those agreement(s) shall prevail to the extent of such conflict or inconsistency where the contract provides greater rights to the employee than are otherwise secured through FMLA.

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Appendix H  
HEALTH INSURANCE BENEFITS

It is agreed between the Greenville Education Association and the Greenville Board of Education that the 2009-2010 health insurance coverage's will be offered under the following conditions:

1. The Board will provide teachers the opportunity to enroll in either a MESSA Plan, with a \$10/20 prescription co-pay and \$100/\$200 deductible or Priority Health HMO Plans Options 1 or Option 2.
  - a. Monthly Co-Pay for MESSA
    - i. Single = \$20
    - ii. 2 Person =\$145
    - iii. Full-Family = \$160
  - b. Priority Health Co-Pay
    - i. Option I = Single = None; 2-Person = None; FF = None
    - ii. Option II = Single = None; 2 Person= None; FF= None
2. Teachers not electing health insurance shall receive the amount of \$310.00 per month in a wage amount increase in lieu of coverage.

## Appendix I

### GEA / BOARD OF EDUCATION TENTATIVE AGREEMENT—2009-2010

#### TA on Salary, Benefits and Language Changes 2009-2012 (Three Year Agreement)

#### Table agreement:

##### Salary:

- 0.5% increase to begin for 09-10 school year
  - Salary based on savings from:
    - de-PAKing MESSA
    - Increased prescription co-pays
    - Change in Priority Plans due to rate increase
- An additional 0.5% increase to begin 2<sup>nd</sup> semester IF we don't have a proration to State Student Aid of \$20 or more per pupil (ie- General Fund...including more than 175K to at-risk) and we come in at 42 students or less down (Rationale: Savings coming from health insurance concessions to be put into this salaries as part of flat total compensation)

Benefits—MESSA Super Care I 10/20 Drug Card and Priority HMO and Priority HMO-HD- Shall be part of a 3 year contract for 2009-2012.

<i>Messa-----Last Year Co-Pay</i>	09-10 Employee Premium Sharing
Single-----27	20
2 Person---140	145
FF-----156	160
<i>CASH IN LIEU-----300</i>	Cash in lieu-----310
<i>Priority Plan I-Last Year Co-Pay</i>	Priority New HMO
Single-----0	0
2 Person-----0	0
FF-----123	0
<i>Plan II-----Last Year Payback</i>	<i>Priority HMO- HD</i>
Single-----40	\$2000 deductible account
2 Person-----90	\$4000 deductible account
FF-----100	\$4000 deductible account

##### Language Changes:

- (1) Lower K-5 class size by one student per class.

Elementary - The following class sizes shall be adhered to:

Grades K-1  
27

Grades 2-4  
28

Grade 5  
29

- (2) Change to Language on Class Size NEW B. Exceptions to the preceding class sizes may be made by agreement between the administration and the association. For K-5 classrooms, a minimum of one-half

(1/2) hour aide time shall be provided at the request of the association for every student over the limit in Paragraph 1.

- (3) Article 17 Professional Compensation, New C. All new employees will be required to sign up for direct deposit.
- (4) Appendix D, Sections A & B Rates increased 0.5% rounded up to the nearest nickel

2008-09	2009-2010
\$23.67	\$23.80
\$24.25	\$24.40
\$24.95	\$25.10
\$25.42	\$25.55
\$26.22	\$26.35

**Other: (Ongoing to Fall 2009)**

- 1. **Appendix D Positions- open discussion**
- 2. **National Board Certification- open discussion**
- 3. **Promote attendance at work- open discussion**

Salary and Benefits shall be re-opened every year for the duration of this agreement.

Open Enrollment for insurance purposes will be September 1-30, 2009 with effective date for health insurance October 1, 2009.

APPENDIX J  
ELEMENTARY AND SECONDARY ACT 2001

IN PART...

**Highly Qualified Teachers -- Elementary Level**

A highly qualified teacher at the elementary level who is new to the profession must hold at least a bachelor's degree, and full state certification including passage of the Michigan Test for Teacher Certification (MTTC) basic skills test and the comprehensive elementary examination. New elementary teachers who are assigned to teach specific content area(s) in grades 6-8 must pass the appropriate MTTC subject area examination as required by Section 1531 of the Michigan Revised School Code.

A highly qualified teacher at the elementary level who is not new to the profession and was issued a Michigan teaching certificate prior to implementation of the MTTC (the MTTC was fully implemented in 1992); in addition to holding at least a bachelor's degree and full state certification, each teacher will need to provide evidence of meeting one of the following options:

- • Passage of the MTTC general elementary examination and any subject area examinations for which the teacher is endorsed and is, or will be, teaching in grades 6-8. Individuals who hold the old K-8 "all subjects" (no longer issued after September 1, 1988) designation on their elementary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major in the subject, OR
- A graduate degree or coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching, OR
- Achieve National Board Certification or credentialing in any subjects(s) at an appropriate developmental level(s), OR
- The following high objective uniform state standard of evaluation (HOUSE):
  1. Have at least 3 years of teaching experience at the elementary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for elementary education, OR
  2. Have at least 3 years of teaching experience and, before the end of the 2005-06 school year, have completed an individual professional development plan approved by the local school improvement team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of

coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, and documented with the local district on a form approved by the MDE (Attachment 1), OR

3. Demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the entry-level standards for Michigan teachers approved by the State Board of Education. The performance assessment must be conducted by a local professional development review team/school improvement team and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.

Note: Each teacher will be responsible for selecting one of the above options as a procedure to meet the NCLB highly qualified requirement by the end of the 2005-06 school year.

### Highly Qualified Teacher -- Middle and Secondary Level

A highly qualified teacher at the middle and secondary levels (grades 7-12) who is new to the profession must hold at least a bachelor's degree and full state certification, including passage of the MTTC basic skills test and subject area major and minor examinations, as required by Section 1531 of the Michigan Revised School Code.

A highly qualified teacher at the middle and secondary level who is not new to the profession and was issued a Michigan teaching certificate prior to implementation of the MTTC; in addition to holding at least a bachelor's degree and full state certification, each teacher will need to provide evidence of meeting one of the following options for each subject in which he/she teaches:

- The MTTC subject area examinations (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is, or will be, teaching in grades 7-12. Individuals who hold the old 7-8 "all subjects" (no longer issued after September 1, 1988) designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s), OR 8
- A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field, OR
- Achieve National Board Certification or credentialing in the subjects(s) at an appropriate developmental level(s) that he/she teaches, OR
- The following high objective uniform state standard of evaluation (HOUSE):

1. Have at least 3 years of teaching experience at the secondary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for secondary education, OR
2. Have at least 3 years of teaching experience and, before the end of the 2005-06 school year, have completed an individual professional development plan approved by the local school improvement team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of coursework in a standards-based (in accordance with the SBE-approved standards that are aligned with the applicable Michigan Curriculum Frameworks) subject/content subject area program related to the current teaching assignment, and documented with the local district on a form approved by the MDE (Attachment 1), OR
3. Demonstrate competence of subject matter knowledge and teaching skills using a standards-based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. The performance assessment must be conducted by a local professional development review team/school improvement team and may include classroom observation, and/or videotaped lessons, and/or an individual portfolio using the Michigan content area portfolio guidelines. The performance assessment plan, standards, and evaluation instrument must be submitted to the Michigan Department of Education for approval prior to implementation.

Note: Each teacher will be responsible for selecting one of the above options as a procedure to meet the NCLB highly qualified requirement by the end of the 2005-06 school year.



Appendix K

REQUEST FOR *FLEX-TIME*

It is my desire to participate in a *Flex-Time* schedule. I understand that in order to participate in *Flex-Time* scheduling, I must adhere to the following:

1. Any *Flex-Time* schedule must meet the 7 hour 50 minute daily requirement. Arrival Specifications:  
 Elementary: Teacher’s day begins 8:00 a.m. and ends at 3:50 p.m. Flex-Time Option: Start 8:20 a.m. End 4:10 p.m.  
 Middle School and High School: Teacher’s day begins 7:15 a.m. and ends at 3:05 p.m. Zero Hour begins at 6:15 a.m. and ends at 2:05 p.m. Flex-Time Option: Start 7:00 a.m. End 2:50 p.m. Zero Hour Start 6:00 a.m. End 1:50 p.m.

I understand that I must meet all the parameters for *Flex-Time* listed below:

- Be available for all required meetings, IEPs, and parent meetings i.e. open houses even if scheduled outside of the *Flex-Time* schedule.
- *Flex-Time* reporting times will be limited to times listed above by instructional level

I acknowledge that failure to adhere to the above guidelines may result in the loss of my *Flex-Time* arrangement and/or possible disciplinary action.

My *Flex-Time* arrangement will be:

Arrival \_\_\_\_\_ a.m.  
End of Day \_\_\_\_\_ p.m.

1<sup>st</sup> Semester                      2<sup>nd</sup> Semester (Please Circle)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date