

# Master Agreement

2018-2021

between

the

Greenville Education Association

and

Greenville Board of Education

# TABLE OF CONTENTS

<b>Article I</b>	<b>Recognition</b>	5
<b>Article II</b>	<b>Association and Teacher Rights</b> .....	6
	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)	
<b>Article III</b>	<b>Board and Administration Right</b> .....	9
<b>Article IV</b>	<b>Professional Behavior</b> .....	10
	Professional Conferences	
	Professional Representatives	
	Teacher Discipline	
<b>Article V</b>	<b>No Interruption of Education</b> .....	11
<b>Article VI</b>	<b>Notification of Assignment</b> .....	12
	Outside Teaching Field	
	Transfer and Changes	
	Extra Assignments	
	Mentor Program	
<b>Article VII</b>	<b>Vacancies and Promotions</b>	13
	Posting of Vacancies	
	Qualifications of Teachers	
	Transfers	
	Promotions	
<b>Article VIII</b>	<b>Necessary Reduction of Personnel</b>	14

<b>Article IX</b>	<b>Teaching Hours</b> Length of Day Flex Time Lunch Periods Other Meetings Release Time Bad Weather Job Share	16
<b>Article X</b>	<b>Class Load</b>	21
<b>Article XI</b>	<b>Teaching Conditions</b> Materials and Equipment Facilities for Teachers Parking Facilities Telephone Facilities	26
<b>Article XII</b>	<b>Health Examinations and Inoculations</b>	28
<b>Article XIII</b>	<b>Personnel Records</b> Probationary Teacher Evaluation Monitoring Written Evaluations Teacher Review of File	29
<b>Article XIV</b>	<b>Student Discipline and Teacher Protection</b> Classroom Discipline Preventative Discipline Student Misbehavior Suspensions Assault Lost Time Personal Loss Reimbursement Parent Complaint	30
<b>Article XV</b>	<b>Compensable Leaves</b> Sick/Bereavement/Personal Leave/Sick Day Buy Back Jury or Court Leave Family Medical Leave Leave for Civic Responsibilities Association Business Leave Sabbatical Leave Greenville Public Schools Sick Day Bank	32

<b>Article XVI</b>	<b>Unpaid Leaves</b> 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	37
<b>Article XVII</b>	<b>Professional Compensation</b> 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	40
<b>Article XVIII</b>	<b>Payroll Schedule and Deductions</b> Authorized Deductions Credit Union Association Fees Notification by Association Pay Days Withholding Tax	44
<b>Article XIX</b>	<b>School Calendar</b> Number of Days (Appendix A) Years Covered In-service Schedules Parent-Teacher Conference Schedule	45
<b>Article XX</b>	<b>Professional Grievance Procedure</b> Time Limitation Arbitration Costs Emergency Meetings	46

	Summer Time Limit	
<b>Article XXI</b>	<b>Negotiation Procedures</b> .....	<b>49</b>
<b>Article XXII</b>	<b>Miscellaneous Provisions</b>	<b>50</b>
<b>Article XXIII</b>	<b>Duration of Agreement</b>	<b>51</b>
 <b>APPENDICES</b>		
<b>Appendix A</b>	<b>School Calendar</b>	<b>52</b>
<b>Appendix B</b>	<b>Professional Staff Salary Schedule</b>	<b>53</b>
<b>Appendix C</b>	<b>Coaches Salaries</b>	<b>54</b>
<b>Appendix D</b>	<b>Teachers Supplemental Salaries</b>	<b>57</b>
<b>Appendix E</b>	<b>Insurance Benefits</b>	<b>63</b>
<b>Appendix F</b>	<b>Teacher Mentor Program</b>	<b>65</b>
<b>Appendix G</b>	<b>Family and Medical Leave Policy</b>	<b>67</b>
<b>Appendix H</b>	<b>Health Insurance Benefits</b>	<b>75</b>
<b>Appendix I</b>	<b>Elementary &amp; Secondary Act 2001 in part</b>	<b>76</b>
<b>Appendix J</b>	<b>Request for Flex Time</b>	<b>79</b>

# **A G R E E M E N T**

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 Great Start Readiness Program teacher(s) and all full-time and regular part-time social workers, speech and language therapists and school counselors 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 district may look to hire part-time vocationally certified staff on a year to year contract only after all attempts to hire certified teaching staff have been exhausted. In such cases, the Association will be immediately notified. 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 workload 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 color 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. The Association represents all employees in the bargaining unit.
- C. All employees in the bargaining unit are bargaining unit members. Association members are those that pay membership dues.
- D. Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association. Paying association dues is not a condition of employment; an employee cannot and will not be terminated because the employee chooses or chooses not to pay association dues. If an employee chooses not to become an Association member he/she will remain a bargaining unit member, remain entitled to representation by the Association, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement. The Board will not tolerate harassment or discrimination against any employee who chooses to become an association member or chooses not to become an association member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the board's harassment policy. Any employee deemed to have harassed and/or discriminated against another employee because that employee chose or chose not to be an association member, or chose or chose not to pay association dues, shall be subject to appropriate discipline. 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.
- E. 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.
- F. 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.

- G. The district shall provide the Association with names and directory information (full name, telephone number, address, position and building) of all new hires in the bargaining unit within one pay period after their date of hire.
- H. 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 Financial Information Database (FID Report), 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., single, two person, full family, etc.); projected student enrollments, if available; and information for the processing of grievances.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, color or national origin and to seek equality of educational opportunity to all pupils.
- J. 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.
- K. 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/her duties.
- L. 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.
- M. 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.
- N. 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.



- O. School social workers, school counselors and speech and language therapists who do not have a teaching certificate shall serve the same probationary period as certificated teachers. 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.

Insomuch that 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.

**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**  
**NOTIFICATION OF ASSIGNMENT**

- A. All teachers on tenure will be notified of their grade or subject assignment by June 1. After June 1, if staff has to be reduced or reassigned 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.
  
- B. 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.
  
- C. 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 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. Consistent with the parties' basic purpose of providing a quality education for the children of the District, 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.
- B. 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.
- C. 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. 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. 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 lottery 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 of less than one school year.
- D. Any person who has received tenure in Greenville and then assumes an administrative position shall retain their tenure status and years of service on the GEA Seniority list but shall not be granted additional years of teacher seniority for their time in a non-tenured administrative position.
- E. 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.

- F. 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.
- G. 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 to the district.
  - 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.
- H. 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:

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. In addition, secondary building administration may schedule teachers to remain one-half (1/2) hour later for a 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, extra help for students, or supervision. 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.

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.

The Board recognizes that staff provide multiple tiers of support to all students. In order to maximize service, high school counselors will work an additional 5 calendar days, paid at the per diem rate. These days are to be decided upon collaboratively between the counselors and building principal prior to the conclusion of the school year, and in anticipation of the following school year.

- B. Variations in scheduled work hours may be established by mutual agreement among administration, Association and classroom teacher affected by the alternative schedule. In all cases, the classroom teacher working an alternative schedule must adhere to the minimum number of work hours established above.
- C. Teachers may request a variation from the agreed upon starting and ending work schedule (*Flex-Time*) using the following parameters:
1. 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.
  2. Flex-Time reporting times are limited to:

Elementary

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

*Flex-Time* options

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

Secondary (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.*

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

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

D. 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 administration's 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 four optional half days per year 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 paraeducators in supervising those students who remain in the building during inclement weather. Voluntary recess supervision by teaching 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 supervision by paraeducators with the cooperation of the teachers.

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

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

F. All teachers working more than half-time shall receive a 30 minute duty free lunch period.

G. Teachers shall make themselves available for additional time for teachers' meetings, parent conferences, student conferences, department meetings, grading of papers, planning instruction, and teacher-directed functions necessary to assure a total performance of the teacher's duties.

At the discretion of the building principal, teachers can be required to attend up to three (3) events (not to exceed three hours and thirty (30) minutes (3.5) hours per event) per school year. Teachers shall be notified in writing of a required event and its purpose at least three (3) weeks in advance of the event. This is in addition to parent/teacher conferences and an open house or a curriculum night as scheduled on the

district calendar.

If a teacher does not attend a required event, he/she will be charged leave time unless there is no leave time available, in which case the teacher will be docked their hourly rate of pay.

Athletic and extra/co-curricular events shall not take precedence over required events unless a competition/performance has been scheduled outside of the control of the District.

In addition to required events, there may be other opportunities to participate in school or community events as an invited participant. These are not required.

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.

Student release time for staff Professional Development may be granted upon the recommendation of the chief academic officer and the approval of the Board of Education. The District School Improvement Team and/or the District Curriculum Committee will assist the chief academic officer and the District Calendar Committee in recommending release dates for Board approval.

H. 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.

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

J. 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

K. Teachers are to report for work on all days being considered for pay except holidays. Policy for school cancelation 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, fire, epidemics, mechanical breakdowns, power failure, issues of student or staff safety, 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 ensure 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. For the 2018-2019 school year only, the calendar committee will plan for 182 days on the calendar. Days 181 and 182 will only be utilized if there are five or more school cancellation days.

When school is canceled, 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.

In the event of school cancellation during scheduled Parent/Teacher conferences, the superintendent in consultation with the association president will decide if conferences will be held or rescheduled.

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 or other school cancellation reasons.
- L. When it is necessary for instructional coaches to work beyond the established contract days/hours in order to complete their identified job duties as staff trainers, their days/hours may be varied accordingly. Variations in work time shall be mutually agreed to by the instructional coach and the chief academic officer and will be documented using district timesheets.

Classroom teachers who are assigned instructional coaching duties as secondary job responsibilities beyond the school day will be paid according to Schedule D.

#### M. Job Share Arrangements

1. Job shares are defined as two bargaining unit members desiring to share a teaching position may make application according to Board of Education Policy 714 by April 1st for the following year. The bargaining unit members shall be notified of the District's decision by May 1<sup>st</sup>.
2. Job sharing assignments shall be filled by teachers who have jointly agreed to work.
3. Teachers in a shared assignment have the opportunity to sub for each other and shall be paid at the daily substitute teacher rate of pay. The absent teacher shall notify the building principal.
4. All salary, leave time, fringe benefits and other compensation shall be accrued on a pro-rated basis based on the teacher's full time equivalent (FTE).
5. Attendance at staff meetings, staff development and other days of required attendance for full-time staff will be required of shared-time teachers will be required with no additional compensation. The principal may at his/her discretion allow exceptions to the staff meeting requirement, however, any exception shall not establish a practice or precedent.

6. Attendance at parent/teacher conferences will be required by both shared-time teachers with no additional compensation.
  7. If one or both of the employees desire to return to a full-time status, they shall have the right to return to full-time status for the next school year provided there is a vacancy for which they are highly qualified. Application for termination or continuation of the job share shall be made by April 1.
  8. In a job sharing situation, the job sharing teachers' combined salary shall not exceed the salary of one full-time teacher. It is further understood that such job share must meet all requirements set forth in board policy and administrative rules regarding such arrangement. Furthermore, the acceptance or denial of a job share arrangement is at the sole discretion of the employer and shall be non-grievable.
- N. The district and the GEA agree that there may be times when it is advantageous and/or necessary to share ancillary staff between districts. If the district chooses to enter into an arrangement to share ancillary staff, it will do so under the following conditions only:
1. The split assignment position must be at least 50% at Greenville Public Schools.
  2. The split assignment position will only be offered to create a full time position.
  3. The staff member in the split assignment will be considered a full time employee of Greenville Public Schools for the purpose of seniority, wage and all other benefits.
  4. The staff member, prior to initial hire, understands that the position is a split assignment between two districts.
  5. When the staff member, during the regular work day, is required to travel between districts or buildings, he/she shall be paid mileage at the IRS rate for government travel. There will be no mileage paid to and from the work sites where the service originates and continues throughout the day.
  6. In the event of a layoff, the least-senior ancillary staff member in the classification shall be assigned to the split assignment position unless a voluntary transfer is arranged.
  7. The district will provide mentoring, supervision and evaluation of the staff member in the split assignment.
  8. There is a preference for the person serving in a split assignment position to be fully certified, though this is not explicitly required.

**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 for the 2018/ 2019 school year:

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

The following table shall be referenced after the 2018/ 2019 school year:

Elementary Class Sizes for 2019/2020 School Year		
Grades K- 2	Grades 3-4	Grade 5
26	28	29
Elementary Class Sizes for 2019/2020 School Year		
Grades K- 2	Grades 3-4	Grade 5
25	28	29

If any elementary class has four (4) or more pupils above the appointed class load size, there shall be a meeting between employee and/or association and building administration.

Class size shall be adjusted to meet class loads by the last day of the third week of school. 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.

For K-5 general classrooms, when the number of students exceeds the class size numbers listed above after the third week of the school year, the teacher shall have the following options:

- a. One-half hour of paraprofessional time may be provided for each student over the limit OR

- b. A stipend of \$5.00 per day per student over the limit which will be paid on the pay period following the end of each trimester. Documentation will be required for this pay OR
- c. These two forms of relief may be combined at the discretion of the teacher in the event of multiple students over the class size limit provided in increments of \$5.00 and half hour units only.

If the teacher would like to change options after the initial selection, this can be done only via mutual agreement between the teacher and administrator and at the end of the trimester.

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

- 2. Secondary - Thirty-three and one-half (33-1/2) classroom teachers per one thousand (1,000) students. Only that portion of a teacher's day which contributes to the reduction of class size may be included in the thirty-three and a half (33-1/2) classroom teachers per one thousand (1,000).
  - a. The maximum number of students to be assigned an individual teacher except in specially classified classes such as music, physical education, shall not exceed one hundred seventy-five (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 thirty five (35) times the number of teaching periods.
  - b. The maximum number of students assigned to a given section of the above classes with the exception of the specifically classified classes shall be thirty five (35). Given sections of these classes shall not be smaller than nineteen (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 one hundred forty (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 twenty eight (28) or thirty (30) as the case may be:
    - i. Business Education: Including, but not limited to, computer concepts, data processing, and business machine classes.

- ii. Family and Consumer Science: Including, but not limited to, all foods and clothing classes except specifically excluding home and family classes.
  - iii. Industrial Arts: Including, but not limited to, 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 one hundred fifty (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 thirty (30) times the number of teaching periods.
  - v. Art: High school art classes shall not exceed one hundred fifty (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 thirty (30) times the number of teaching periods.
- d. The maximum number of students assigned to a given section of such laboratory classes shall be twenty eight (28) or thirty (30) as the case may be.
- e. Class size shall be adjusted to meet class load requirements by the end of the third week of the first (1<sup>st</sup>) semester and the end of the second (2<sup>nd</sup>) week of the second (2<sup>nd</sup>) semester. The agreed upon limits in chart form are as follows:

Secondary Subject	Maximum Class Load
Art	150
Business Education	140
English/Language Arts	175
Family/Consumer Science	140
Foreign Language	175
Industrial Arts	140
Mathematics	175
Music	No limit
Physical Education	No limit
Science (Grades 6-8)	150
Science (Grades 9-12)	140
Social Studies	175



All Others	175
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- f. Exceptions to the preceding class sizes may be made by agreement between the administration and the Association
3. Virtual- teachers in a virtual setting should have equitable class sizes and caseloads proportionate to those listed for elementary or secondary teachers in similar teaching disciplines.
- B. 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.
- C. In an effort to assure that all students are included with their peers to the maximum extent appropriate, the building administrator will work with staff to assure the capacity to meet the individual needs of students. When scheduling, the administrator will make every attempt to balance the needs of students to allow for student success. 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 K-5 classroom by an Individual Education Planning Committee (IEPC) shall be added to the number of regular students assigned to that teachers class according to the following formula:
    - a. Half-time or greater = 1.0
    - b. Less than half-time but over one (1) hour = 0.5
    - c. Examples:  $0.5 + 0.5 = 1.0$  student
    - d. (0.5 is not rounded up)
  2. Each student, regardless of need, will count as one (1) on the teacher's class load. At the beginning each semester, the building administrator or designee will ensure each teacher has received notification—students with—unique educational needs (special education, health needs, ESL, etc.) 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 the 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.

D. 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

The Board recognizes that appropriate curriculum and supplies to support the curriculum are the tools of the teaching profession. For the purpose of selection and recommendation of curriculum, a stakeholder team will be assembled and will consist of professional staff and administrator(s) and may also include parents, students, community members and Board members. If the stakeholder team fails to reach consensus, the Board shall have authority to proceed with the changes it considers necessary and to implement them. In all instances, the affected professional staff shall be given 60 days notice of curriculum selection unless an alternative timeline is mutually agreed upon by all staff affected by the curriculum change. The Board agrees that at all times the schools should be as well-equipped and maintained as may be possible within existing financial limitations. Support will be provided through timely professional development. Teacher materials shall be provided no less than 30 days before the implementation of new curriculum.

- A. The Board shall make available in each school, adequate lunchroom, restroom, and a lactation/medical room 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.
- B. Adequate restricted parking facilities shall be made available to teachers for their use during the school day.
- C. Telephone facilities shall be made available throughout the buildings for the use of the teaching staff.
- D. Teachers required to travel to or from an in-town elementary building during their work day shall have scheduled a minimum of thirty (30) minutes of combined travel and transition time between the end time of teaching at one school and the start time of teaching at another school. When a teacher is required to travel to or from Lincoln Heights Elementary School during their work day the combined travel and transition time shall be a minimum of forty (40) minutes. Travel time and transition time are exclusive of a teacher's duty free lunch period and scheduled planning time.
- E. This agreement covers all intellectual property including those which are patentable or copyright protected. It is recognized that the Board of Education supports the development, production, and dissemination of intellectual property by its staff members. Intellectual property developed on the employees own initiative, outside of contractual school day and without district resources, shall remain the property of the staff creator. The district shall own copyright of any intellectual property only in the following circumstances:
  - The district specifically directs a staff member to create the task as an expectation of their job duties
  - A staff member voluntarily transfers the copyright to the district. Such transfer shall be expressed as a written document, signed by staff.
  - If the district has significantly contributed to the task, whereby the staff utilized district tools or materials, or contractual time

The district reserves the right to have shared access to any intellectual property developed utilizing district resources, at no cost, regardless of the employment status of the bargaining unit member.

**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 Spectrum Health 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**  
**PERSONNEL RECORDS**

- A. Two (2) copies of the written evaluation shall be submitted to the teacher, one (1) copy to be signed and returned to the administration to be retained in the employee's personnel file and the other copy to be retained by the teacher.
- B. Each teacher shall have the right upon request to review the contents of his/her personnel file. A representative of the Association, at the teacher's request, may accompany the teacher in this review.
- C. In the event the teacher feels information retained in his/her personnel file is incomplete or unjust, he/she may put his/her objections in writing and have them attached to the document in question and placed in his/her personnel file. The objection document generated by the staff member shall not exceed the front and back of one sheet of 8 ½ by 11 sheet paper.

## **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

### A. Sick/Bereavement/Personal Leave/Sick Day Buy Back

1. 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. All leave days for newly hired employees will be based on the percentage of the year worked.
2. Employees can accumulate these days with no maximum accumulation.
3. The employee's base for employees who have accumulated more than 60 days at 6-30-99 will be the number of days accumulated at 6-30-99. For all other employees the employee base shall be 60 days. The 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 \$1,000 per year. It is the employee's responsibility to notify the payroll specialist by May 1<sup>st</sup> of each year of their desire to be paid for any unused leave days.
4. 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:
  - a. their current unused sick days; or
  - b. the number in Section 3 above; whichever is higher
5. Sickness
  - a. 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.
  - b. 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.
  - c. 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.
  - d. Notice of the number of sick days granted and accumulated shall be given to each teacher at the

beginning of each school year.

## 6. Bereavement

- a. 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) and not normally to exceed five (5) will be charged as sick leave days.

## 7. Personal Leave

- a. 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:
  - i. 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.
  - ii. Days immediately before or after the first and last student day of the school year.
  - iii. The first and last student day of the school year
- b. Employees shall be eligible to trade 3 sick days for one personal day for up to an additional two personal days per person per year. All other rules, regulations and limits regarding leave usage shall still apply.
- c. Senior Mystery Trip
  - i. 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.
  - ii. 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.

## B. Jury or Court Leave

1. 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.

## C. Family Medical Leave

1. A teacher may use his/her accumulated sick leave for a qualifying health event under the Family Medical Leave Act (FMLA). The teacher shall provide the district with appropriate documentation as prescribed by the act and will return to work at the end of the qualifying event or the Family Medical Leave is exhausted, whichever is soonest. See Appendix G

D. Leave for Civic Responsibilities

1. 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.

E. Association Business Leave

1. 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.

F. Sabbatical Leave

1. 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.
2. The conditions and requirements for such leave are:
  - a. 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.
  - b. The applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee of the District.
  - c. 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.
3. 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.
4. 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.

- a. 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.
  - b. In the event the applicant completes only two (2) years of service following the sabbatical, he/she shall repay the Board one-third (1/3) of such amount.
  - c. At the time leave is granted, applicant shall sign a promissory note payable to the District reflecting the above repayment obligation.
5. No more than one (1) employee of the District shall be absent on sabbatical leave at any one (1) time.
  6. The Sabbatical leave will automatically be terminated should the grantee be placed on a probationary academic status by his/her college or university.
  7. 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.
  8. 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.
  9. 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.
  10. The applicant upon return from a sabbatical leave shall be restored to his/her former classroom teaching position or one (1) of comparable status.

#### G. Greenville Public Schools Sick Day Bank

1. Eligibility requires completion of waiting period:
  - a. For first year 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 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 GPS Sick Day Bank.

Applications may be secured from the Chairperson of the GPS Sick Day Bank Committee or the Central Office. A completed Application for Utilization of the GPS Sick Day Bank (referred to hereafter as "Application") and a completed Attending Physician's Statement must be submitted to the Chairperson of the GPS 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, he/she 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 Central 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 Central Office.
6. The Sick Day Bank Committee shall be composed of three (3) GEA bargaining unit members, one (1) Central Office non-affiliated administrator, one (1) District Support Staff (DSS) member, one (1) GAA and two (2) GESPA 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 on or before October 15th. In addition, the Committee shall conduct business (in person or virtually at the direction of the Chairperson) whenever necessary to act upon an application.
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 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 balance falls below twenty-one (21) days, 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 Sick Day Bank” and also submitting an “Attending Physician’s Statement”.

Provided that the application is approved by the Sick Day Bank Committee, participants are eligible to receive:

- a. a maximum of twenty (20) days per school year for staff with less than 15 years of service
- b. a maximum of forty (40) days per school year for staff with 15 years or more of service.

Once the participant qualifies for LTD (long-term disability) insurance, Worker’s Compensation or MPERS disability 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 “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 employee or employee's association.

## **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 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.
- E. An unpaid child care leave, up to one (1) school year in length, shall be granted to a natural or adoptive parent upon written request. Such leave shall begin at the time the teacher is able to resume his/her duties following childbirth or at the time an adoptive parent assumes custody of his/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 he/she is able to resume his/her duties. The teacher may request an extension of his/her leave, and a denial by the Board is non-grievable.
- F. 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.

- G. 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.
- H. Teachers who are granted leaves as provided above 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.

- I. 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 thirty (30) calendar days written notice of their intent to return from leave.
  
- J. 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. 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 (using the state teacher shortage area list) up to Fifteen Hundred Dollars (\$1500) above the salary schedule when necessary in order to fill such positions.
- D. 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.
- E. 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 prorated 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 prorated 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.

5. A Masters degree in Social Work or Speech and Language Pathology that requires fifty (50) or more credit hours, qualifies for MA+20 on the salary schedule.
- F. Longevity shall be paid at the beginning of a teacher's fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), and thirty-fifth (35<sup>th</sup>) 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	6.0%
Thirty	30	7.75%
Thirty-five	35	9.25%

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 full years of MPSERS-eligible outside service as a certified teacher of record in a Michigan public school provided they meet the total longevity credit requirements for each granted longevity step.
3. In order to qualify for the initial longevity step, a teacher must have earned five (5) semester hours of graduate credit or SCECH (State Continuing Education Clock Hour) equivalents.
4. In order to qualify for subsequent longevity steps, a teacher must earn an additional five (5) semester hours of graduate credits in between each longevity step increase. All credits must be graduate credits or SCECH (State Continuing Education Clock Hour) equivalents.
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) and/or their equivalent in State Continuing Education Clock Hours (SCECH) or a combination thereof 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 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 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 and/or SCECH's taken or the successful completion of approved workshops and/or classes is the responsibility of the teacher, and shall be documented in the Secure Central Registry (SCR) managed by the Michigan Department of Education.

#### G. Degree Advancement

- a. Graduate 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.
- b. For advancement to the Education Specialist/Doctoral/2nd Master's Lane, the degree must be earned in the field of education. For degrees not in the field of education, recognition may be given for a terminal or second Master's degree that is pre-approved by the superintendent. Current teachers who are on the MA+60 lane as of 6-30-2015 shall be grandfathered to the new Education Specialist/Doctoral/2nd Master's Lane.

#### H. Tuition reimbursement

##### 1. Tuition Reimbursement shall be as follows:

- a. Graduate tuition and fees shall be reimbursed at 50% when taken within a university-approved planned program.
- b. Graduate tuition and fees shall be reimbursed at 10% when the credits earned are not part of a university-approved planned program.
- c. The maximum amount of reimbursement shall not exceed six (6) credits per person per year.
- d. The maximum amount of reimbursement for any class shall not exceed the rate of reimbursement for graduate tuition and fees at Michigan State University.

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. Reimbursement requests must include the transcript, an itemized receipt and a university-approved planned program where applicable.
- I. 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- but may be combined with the early notification stipend listed below.
  - J. An early notification of retirement stipend shall be paid to a teacher who announces their MPSERS-eligible retirement of \$1000 if such notification is received by January 31<sup>st</sup>; or \$750 if received by February 28<sup>th</sup>; or \$500 if received by March 31<sup>st</sup>. This stipend will be paid on the terminal pay. To be eligible for this stipend the notification must be received in writing at Central Services by the dates above.
  - K. Insurances will be provided as set forth in Appendix E attached hereto and incorporated into this Agreement or subsequent letters of agreement.
  - L. 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.
  - M. 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 at the rate of \$35.00 per hour.

**ARTICLE XVIII**  
**PAYROLL SCHEDULE AND DEDUCTIONS**

- A. All new employees will be required to sign up for direct deposit.
- B. Teachers' annual salaries shall be paid in 26 equal payments with payroll checks issued every other Friday if deferred compensation is elected. 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. Teachers' 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.
- C. Unless the payroll department is notified in writing, all authorized employee deductions shall be continued year to year.
- D. Direct deposits shall be deducted in equal amounts from each paycheck and insurance contributions shall be deducted as follows:
1. Twenty-six (26) pay staff: First (1<sup>st</sup>) pay in October through the first (1<sup>st</sup>) pay in August. Twenty-three (23) total deductions.
  2. Twenty-one (21) pay staff: First (1<sup>st</sup>) pay in October through their last pay in June. Nineteen (19) total deductions.

Deductions for other purposes may be agreed upon by the Board and the Association.

- D. The district shall administer cash in lieu of insurance payments on a 23 pay schedule. The district will pay the agreed upon yearly cash in lieu amount in the final 23 pays of each contract year for those staff electing cash in lieu of health insurance. There will be no cash in lieu payments on the first three paychecks on the contract year.

August 31, 2018 will be the first pay of the 2018-2019 school year. The 2018-2019 school year will return to a 26 pay schedule instead of the 27 pay schedule agreed to for the 2017-2018 school year.

## **ARTICLE XIX**

### **SCHOOL CALENDAR**

- A. Greenville Public Schools will, in the spring of each year, convene a School Calendar Committee, which shall include GEA representation. The purpose of this committee is to recommend a legally compliant annual calendar to the Board.
- B. The district and association recognize that state law gives authority to the local intermediate school district to set the following dates:
  - 1. Winter Holiday Break
  - 2. Spring Break
- C. 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 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.
- D. 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.
- E. A parent-teacher conference schedule will be established on the school calendar at the discretion of the administration in accordance with the annual 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 principal's 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 AN 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 teacher, the termination of services or failure to re-employ any teacher to a position on the extracurricular schedules, or any grievance involving a prohibited subject of bargaining 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**

### **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 on 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.
- F. If during the duration of this contract, district per pupil revenues increase or decrease by three percent (3%) or more, based on the prior year, financial terms shall be re-opened for negotiation.

**ARTICLE XXII**  
**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 unless Board of Education policy involves Prohibited Subjects of Bargaining. 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 XXIII  
DURATION OF AGREEMENT**

This Agreement shall become effective August 14, 2018, upon ratification by a majority of the Board and of the membership of the Association and will continue in effect through June 30, 2021 at which time it will terminate. Upon written notice given before February 15, 2018, this Agreement may be re-negotiated for future year(s). Said negotiations shall not begin later than March 1, 2021.

Witnesses:  
By the Board of Education:

Norice Rasmussen *Norice Rasmussen* 8/22/2018  
President Date

Linda VanHouten *Linda Van Houten* 8/22/2018  
Superintendent Date

By the Greenville Education Association:

Melissa Siebers *Melissa Siebers* 8/22/2018  
President Date

# APPENDIX A SCHOOL CALENDAR(s)

## 2018-2019 GREENVILLE PUBLIC SCHOOLS CALENDAR

<p>8, 9, 13, 16, 17 New Staff Report 14 Sec Open House/work day 15 El Open House/work day 20 Kick-off and PD day for staff</p> <p>21 First student day 24 Non-Report Day 31 Non-Report Day</p> <p>Staff Days - 9 / Student Days - 7</p>	<p><b>AUGUST '18</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	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	<p><b>SEPTEMBER '18</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>3 Labor Day 12 Early Release/PD</p> <p>Staff Days - 19 Student Days - 19 (18 full / 1 Early Release)</p>	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						
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## APPENDIX B PROFESSIONAL STAFF SALARY SCHEDULE

Appendix B

STEPS	BA	BA+20	BA+30	BA+40	MA	MA+20	MA+30	EdS/Doc/ 2nd MA	
0	1	37187							
1	1.02	37931	1.04 38675 600	39275 800	39475	1.096 40757	1.12 41650	1.163 43249	1.183 44000
2	1.061	39456	1.081 40200 600	40800 800	41000	1.136 42245	1.161 43175	1.205 44811	1.225 45555
3	1.102	40981	1.122 41724 600	42324 800	42524	1.177 43770	1.202 44699	1.246 46336	1.267 47109
4	1.143	42505	1.163 43249 600	43849 800	44049	1.217 45257	1.243 46224	1.288 47897	1.309 48667
5	1.169	43472	1.214 45146 600	45746 800	45946	1.256 46707	1.284 47749	1.330 49459	1.351 50222
6	1.22	45369	1.265 47042 600	47642 800	47842	1.321 49125	1.355 50389	1.402 52137	1.423 52914
7	1.276	47451	1.326 49310 600	49910 800	50110	1.386 51542	1.426 53029	1.475 54851	1.495 55606
8	1.337	49720	1.387 51579 600	52179 800	52379	1.466 54517	1.497 55669	1.547 57529	1.568 58299
9	1.398	51988	1.449 53884 600	54484 800	54684	1.546 57492	1.578 58682	1.630 60615	1.650 61374
10	1.469	54628	1.524 56673 600	57273 800	57473	1.63 60615	1.659 61694	1.713 63702	1.733 64446
11	1.557	57901	1.607 59760 600	60360 800	60560	1.726 64185	1.757 65338	1.813 67421	1.833 68161
12	1.581	58793	1.632 60690 600	61290 800	61490	1.751 65115	1.784 66342	1.840 68425	1.861 69187
13	1.606	59723	1.658 61657 600	62257 800	62457	1.777 66082	1.905 70842	1.964 73036	1.984 73780
<b>LONGEVITY IN GREENVILLE, REFER TO ARTICLE XVII, SECTION F</b>									
15	1.040	62112	1.040 64124 600	64724 800	64924	1.040 68726	1.040 73676	1.040 75958	1.040 76732
20	1.055	63008	1.055 65049 600	65649 800	65849	1.055 69717	1.055 74739	1.055 77053	1.055 77838
25	1.070	63904	1.070 65973 600	66573 800	66773	1.070 70708	1.070 75801	1.070 78149	1.070 78945
30	1.0875	64949	1.0875 67052 600	67652 800	67852	1.0875 71865	1.0875 77041	1.0875 79427	1.0875 80236
35	1.1025	65845	1.1025 67977 600	68577 800	68777	1.1025 72856	1.1025 78104	1.1025 80523	1.1025 81343

**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						

\*Step 10 represents years in sport in Greenville.

**APPENDIX C**  
**COACHES' SALARIES (continued)**

	YEARS EXPERIENCE					
	1	2	3	4	5	10*
25. Head Golf						
26. Head Cross Country						
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:

2018-2019	
Yrs Exp	Hourly Rate
1	\$26.70
2	\$27.60
3	\$28.65
4	\$29.75
5	\$30.40

- B. Teachers participating in curriculum writing and development activities as approved by the superintendent, instruction will be paid a stipend of

2018-2019  
\$20.35

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%

**APPENDIX D**  
**TEACHERS' SUPPLEMENTARY SALARIES (continued)**

6. District Leadership Team

	Positions Available	Stipend
Elementary District Leadership Positions	<ul style="list-style-type: none"> <li>● Four K-2 Positions (one per building)</li> <li>● Four 3-5 Positions (one per building)</li> <li>● One Special Education Position</li> </ul>	4%
Middle School District Leadership Positions	<ul style="list-style-type: none"> <li>● Math Department Head</li> <li>● English Language Arts Department Head</li> <li>● Science Department Head</li> <li>● Social Studies Department Head</li> <li>● Special Education Department Head (6%- will be a participant in both DLT and BLT)</li> </ul>	4%
Middle School Building Leadership Positions	<ul style="list-style-type: none"> <li>● 6<sup>th</sup> grade level coordinator</li> <li>● 7<sup>th</sup> grade level coordinator</li> <li>● 8<sup>th</sup> grade level coordinator</li> <li>● Encore coordinator</li> </ul>	2%
High School District Leadership Positions	<ul style="list-style-type: none"> <li>● Math Department Head</li> <li>● English Language Arts Department Head</li> <li>● Science Department Head</li> <li>● Social Studies Department Head</li> <li>● Special Education Department Head</li> </ul>	6%
K-12 District Leadership Positions	<ul style="list-style-type: none"> <li>● K-12 Physical Education Department Head</li> <li>● K-12 Art Department Head</li> <li>● K-12 Career/Technical Education Department Head</li> <li>● K-12 Music Department Head</li> <li>● K-12 World Language Department Head</li> <li>● K-12 Counseling/Student Support Department Head</li> </ul>	6%

It is the intention of both parties to schedule re-postings for these positions on a three year cycle. All positions will be evaluated annually by Building Principal and/or Chief Academic Officer.

7. Instrumental Music:

- a. Senior High Band (includes away band camp, parades, festivals, concerts, etc.)-two positions 16%
- b. Senior High Band Assistant (includes band camp, parades, festivals, concerts, etc.) 5%

- c. Jazz Band (includes concerts, rehearsals, etc.) 1.5%
  - d. Pep Band (includes every home Boys Basketball game, rehearsals, etc.) 1.5%
  - e. Middle School Band (includes summer rehearsals, parades, festivals, concerts, etc.) 6.0%
  - f. Orchestra 9-12 (includes festivals, concerts, rehearsals, etc.) 4.0%
  - g. 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%

**APPENDIX D**  
**TEACHERS' SUPPLEMENTARY SALARIES (continued)**

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.	
38. Science Olympiad Coach	3%
39. MME Testing Coordinator	5%

\*\* (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 coverages, 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 coverages 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 Coverages:
  - 1. Health Insurance - Shall be determined yearly through letter of agreement. See Appendix H.
  - 2. Vision Insurance - Teachers shall receive vision insurance through EyeMed Insight Plan H.
  - 3. LTD Insurance - The Board shall provide Long Term Disability Insurance through National Insurance Company Plan #7226 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: \$1500.00 annual maximum and 80: \$2500.00 orthodontic lifetime maximum will be provided by the Board. This plan includes sealant and implant riders.
  - 5. Life Insurance - The Board shall provide each teacher with \$50,000 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) as described in plan design documents from Madison National Life Insurance Policy for Professional Staff dated January 1, 2015.
- 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 MPSERS 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 insurances will be covered to the next month's 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 (1) 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 is for their building.
  - 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 (30) 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

### A. Purpose

The District's Family and Medical Leave Policy allows eligible employees to take up to twelve (12) 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.

### B. 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 (2) 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.

#### C. 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:
  - a. The birth of a child and care for a newborn;
  - b. The care for a newly-adopted child or child recently placed in an employee’s home for foster care;
  - c. To care for a spouse, child or a parent (but not parent-in-law) who has a serious health condition; or
  - d. 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.

- e. Due to a qualifying exigency arising out of your child, spouse or parent being on covered active duty or call to active duty by a branch of the United States Armed Forces.
- f. 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 (up to 26 weeks for a qualified military exigency) 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, **so long as all other FMLA eligibility requirements are met.**

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.

#### D. Notice

- 1. ***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 (30)-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 (30)-days notice, the District reserves the right to delay the employee's FMLA leave until at least thirty (30) 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.

#### E. Substitution of paid leave time

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.

1. ***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.

2. ***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 five (5) business days, absent extenuating circumstances) notify the employee, in writing, that accrued paid leave (as described above) has been designated as FMLA leave.

#### F. 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 (1<sup>st</sup>) and second (2<sup>nd</sup>) certifications differ, the District may require, at its option and at its own expense, that a third (3<sup>rd</sup>) certification be obtained from a third (3<sup>rd</sup>) healthcare provider who is jointly selected by the prior two (2) healthcare providers. The third (3<sup>rd</sup>) medical certification will be final and binding on both parties. If the employee refuses to be examined by the third (3<sup>rd</sup>) healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second (2<sup>nd</sup>) certification.

The District may also require periodic medical recertifications 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.

#### G. 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.

#### H. 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.

#### I. Return to work

1. ***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.

2. ***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 (3)-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.

#### J. 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. The district has defined one key employee, the Superintendent of Schools.
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.

K. 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.

L. 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.

**APPENDIX H**  
**HEALTH INSURANCE BENEFITS**

It is agreed between the Greenville Education Association and the Greenville Board of Education that the 2015-2016 health insurance coverages will be offered under the following conditions:

The Board will provide teachers the opportunity to enroll in West Michigan Health Insurance Pool's Blue Cross Blue Shield PPO 100 (\$500/\$1,000 deductible) or PPO 90 (\$250/\$500 deductible) or PPO H.S.A. (\$1,300/\$2,600 deductible) plans.

1. The district will pay the cost of the premium up to a total cost of \$2,262,500.
2. The employee shall be responsible for the full amount of the deductible. The employee can elect to pre-fund up to their deductible using pre-tax dollars through payroll deduction. If an employee elects to fund their deductible, the district shall deposit the agreed upon amount into an HSA account on January 1, 2016 and the employee shall reimburse the district over the course of the next twelve months. If an employee terminates employment for any reason before they have repaid the pre-funded amount, the employee shall be responsible for the full repayment.
3. Teachers not electing health insurance shall receive the amount of \$350.00 per month in a wage amount increase in lieu of coverage.
4. International teachers requiring a J visa shall be paid an amount of cash in lieu equal to the cash in lieu listed above less the amount for J visa health insurance paid on the teacher's behalf. It is the intent of this agreement to compensate international teachers at a rate comparable to other teachers covered by this agreement.

**APPENDIX I**  
**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:

- A. 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
- B. A graduate degree or coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching, OR
- C. Achieve National Board Certification or credentialing in any subjects(s) at an appropriate developmental level(s), OR
- D. The following high objective uniform state standard of evaluation (HOUSE):
  - a. Have at least three (3) years of teaching experience at the elementary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of eighteen (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
  - b. Have at least three (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 ninety (90) contact hours or six (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

- c. 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:

- A. 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
- B. A graduate degree or coursework that is equivalent to an undergraduate major in the teaching field, OR
- C. Achieve National Board Certification or credentialing in the subjects(s) at an appropriate developmental level(s) that he/she teaches, OR
- D. The following high objective uniform state standard of evaluation (HOUSE):
  - a. Have at least three (3) years of teaching experience at the secondary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of eighteen (18) semester credit hours in a planned standards-based SBE-approved endorsement program or a Masters or

higher degree in an area appropriate for secondary education, OR

- b. Have at least three (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 ninety (90) contact hours or six (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
- c. 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 J  
REQUEST FOR *FLEX-TIME***

**Staff must meet with building administrator prior to submitting request**

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:

Any *Flex-Time* schedule must meet the 7 hour 50 minute daily requirement. Arrival specifications:

Elementary

Teacher's day begins at 8:00 a.m. and ends at 3:50 p.m.  
Flex-Time Option: begins at 8:20 a.m. and ends at 4:10 p.m.

Middle School and High School

Zero hour begins at 6:15 a.m. and ends at 2:05 p.m.  
Flex-time option: Zero Hour begins at 6:00 a.m. and ends at 1:50 p.m.  
Teacher's day begins at 7:15 a.m. and ends at 3:05 p.m.  
Flex-time option: teacher's day begins at 7:00 a.m. and ends at 2:50 p.m.

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

- Be available for all required meetings, IEPCs, 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.

For secondary staff: (Please Circle *One*)  
1<sup>st</sup> Semester                      2<sup>nd</sup> Semester

For elementary staff: (Please Circle *One*)  
1st Trimester                      2nd Trimester                      3rd Trimester

My *Flex-Time* arrangement will be:

Arrival \_\_\_\_\_ a.m.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**ARTICLE XXIII**  
**DURATION OF AGREEMENT**  
**(COPY-UNSIGNED)**

This Agreement shall become effective August 14, 2018, upon ratification by a majority of the Board and of the membership of the Association and will continue in effect through June 30, 2021 at which time it will terminate. Upon written notice given before February 15, 2018, this Agreement may be re-negotiated for future year(s). Said negotiations shall not begin later than March 1, 2021.

Witnesses:

By the Board of Education:

Norice Rasmussen \_\_\_\_\_  
President \_\_\_\_\_ Date

Linda VanHouten \_\_\_\_\_  
SuperIntendent \_\_\_\_\_ Date

By the Greenville Education Association:

Melissa Siebers \_\_\_\_\_  
President \_\_\_\_\_ Date

**LETTER OF AGREEMENT**  
**Between the Greenville Education Association**  
**and the Greenville Public Schools**

**September 12, 2018**

Subject: Varsity Bowling Coach

The position of Varsity Bowling Coach will be paid as an extra duty assignment in accordance with similarly situated positions with Appendix C.

Step 1	6%
Step 2	7%
Step 3	8%
Step 4	9%
Step 5	10%
Step 10	12%

These positions (1 boys coach and 1 girls coach) will be offered instead of Freshmen Boys Soccer, Freshman Girls Soccer, JV Boys Tennis, and Freshmen Softball, as determined by historical numbers, and our student interest survey.

For the Association:

Jemdy Harrison

Date 10/16/2018

For the Board of Education:

John Van Hart

Date 9/26/2018