

5835

8/31/2000

Master Agreement

Between
**Eaton County Education Association,
MEA/NEA
(Grand Ledge Education Association)**

and
**Grand Ledge Board of Education
Grand Ledge, MI**

Grand Ledge Public Schools

August 31, 1999 - August 31, 2000

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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PREAMBLE

WHEREAS the parties have an obligation, pursuant to the Public Employment Relations Act (PERA) as amended, to negotiate with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Board has been selected by the electors to establish and execute policies and procedures for the Grand Ledge Public Schools, and

WHEREAS the parties have reached certain understandings through extended and deliberate professional negotiations, it is hereby agreed as follows:

1.1 RECOGNITION

The Grand Ledge Board of Education (hereinafter referred to as the Board) hereby recognizes the Eaton County Education Association, MEA/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent as defined in the Public Employment Relations Act (PERA) as amended, for all elementary and secondary teachers who are certified and under contract with the Board.

- A. The term, "teachers," as used herein shall include all those teachers employed throughout the school year, including special education teachers, guidance counselors, librarians, school nurses, prevention intervention specialists, school psychologists, and teachers regularly employed on a part-time basis; specifically excluding all others and particularly the supervisory staff consisting of the Superintendent, any Assistant Superintendents, Executive Directors, Directors, Principals, Assistant Principals, and non-supervisory staff consisting of substitute teachers and non-regularly employed part-time teachers. Also excluded are teachers for that time spent outside the regular school day and hours unless specifically covered by this Agreement.
- B. The term, "Association," as herein used shall refer to the Eaton County Education Association (ECEA) or its designated agents.
- C. The term, "Board," as herein used shall refer to the Grand Ledge Board of Education or its designated agents, or a sub-committee of the Board.
- D. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.
- E. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan Revised School Code or the right of the individual teacher to confer with and raise issues or problems with appropriate supervisory personnel.

F. All generic references to male employees shall include female employees.

1.2 CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppage by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Association, therefore, agrees that during the term of this Agreement its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work against the Board.

The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act (PERA).

When school is declared closed due to inclement weather, heating problems, road conditions, or other problems that may arise, teachers will be expected to make an honest effort to reach their place of employment. Buildings will be open when possible so that teachers may work. Pay or sick-leave days will not be deducted when teachers do not report on such days.

1.3 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. On or before September 15 of each year the Association shall provide completed authorization forms and notify the Board of the amount of annual dues payable by members of the Association. Pursuant to such authorization and notification, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of each teacher so requesting beginning in September and ending in June of each year. Upon remitting such amounts to the Association, the Board shall have no further liability or responsibility with respect thereto.

Nothing in this Article shall be interpreted or applied to allow involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions. The Association shall reimburse the Board for reasonable administrative costs incurred in connection with making political deductions from the wages of employees so authorizing. Such costs shall be one dollar (\$1.00) per contributor per fiscal year, not to exceed twenty-five dollars (\$25.00) per fiscal year.

- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The Association will notify the Board of the amount of service fees at least annually. The bargaining unit member may authorize payroll deduction for the service fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction within thirty (30) days of notification by the Association of the service fee for that given school year, the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit members' wages and remit same to the Association under the procedure provided below.
1. The Association shall notify the bargaining unit member in writing of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of same.
- C. Should such involuntary payroll deduction become legally disallowed, the Board and the Association shall meet to renegotiate the provisions requiring modification.

Further, the Association agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

- D. No dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement unless and until procedures set forth in the Association policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures" (including any administrative or judicial review thereof) shall have been availed of and exhausted. Upon request, the Association agrees to certify to the District that the Association's service fee and challenge procedures, in the opinion of the Association's counsel, satisfy current legal requirements.
- E. The Association agrees to defend, indemnify and hold the Board, including each individual school Board member and administrative employee, harmless against any and all claims, damages, costs, demands, awards, judgments or other forms of liability including, but not limited to, back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.
1. The Board agrees to give timely notice to the Association of the institution of any suit or action brought against the Board regarding this section of the collective agreement.
 2. In the event of any such suit or action the parties agree to cooperate in providing relevant information necessary to the defense of the case.
- F. The parties agree that every teacher will be required each school year to sign an individual contract of employment as provided in Section 1231 of the Revised School Code and that every such contract shall contain the following:
- "This contract is subject to a collective labor agreement heretofore and hereafter negotiated by the Board of Education and the Eaton County Education Association. The terms of such collective labor agreement are incorporated herein and, by accepting this contract, you agree to be bound by all such terms including wage deduction provisions thereof."
- G. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- H. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

1.4 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as an alleged violation of a specific Article or section of this Agreement.
2. The term "teacher" may include any individual or group covered by this Agreement.
3. The "grievant" is the person making the claim.
4. The term "days" when used in this Article shall mean consecutive working days for which the teacher is employed, except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.

B. Purpose - The purpose of the procedure set forth in this Article is to provide relief of an alleged violation to the grievant, as quickly as possible, of any condition as defined in Section A.,1., of this Article.

C. Procedure

1. Time limits - The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be extended by mutual agreement in writing at any level.
2. Pre-grievance Conference - In the event the teacher feels he/she has a basis for a grievance he/she may, at his/her option, be accompanied by his/her Association Representative to discuss the problem with his/her building principal. The Association shall have the right to be present in the event of any adjustment or settlement of the grievance occurring at this level.
3. Teachers must sign the grievance form. In the case of a class or group grievance initiated by the Association, the Association must name the aggrieved teachers for consideration of relief.
4. Level One - If the teacher, after informal discussion with the building principal, still believes a condition as defined in Section A.,1., of this Article exists, he/she may, within ten (10) days of knowledge of the alleged violation, through the Association, invoke the formal grievance procedure set forth in this Article and on a form available from his/her Association Representative. The grievance form shall be filled out in triplicate by the grievant with the aid of his/her Association Representative and shall be a complete statement of the grievance. It shall be signed by

the grievant and his/her Association Representative and the copies designated I, II, and III. Copy I shall be delivered to the building principal within the above time limit. Copy II will remain with the teacher and Copy III with the Association. Within five (5) days of receipt of the written grievance the principal shall meet with the grievant and Association Representative(s) in an effort to resolve the grievance.

Within five (5) days of this meeting the principal shall return to the grievant or his/her Association Representative, Copy I of the grievance form upon which he/she has indicated in writing his/her disposition of the grievance.

5. Level Two - If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made by the principal in the time provided, the grievance shall be submitted to the Superintendent (or designee) within five (5) days. Within five (5) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and his/her Representative(s) in an effort to settle the grievance. Within five (5) days of this meeting, Copy I of the grievance shall be returned to the grievant or his/her Representative(s) with the disposition of the grievance indicated in writing.
6. Level Three - If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition is made in the period above provided, the Board shall be notified in writing by the Association within five (5) days that arbitration of the grievance is necessary. If the parties cannot mutually agree upon an arbitrator within fifteen (15) days of notice to arbitrate, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

After arbitration has been demanded, the Board and the Association may mutually determine to submit the grievance to mediation through the Michigan Employment Relations Commission or another mutually acceptable forum for alternative dispute resolution. This procedure shall not replace arbitration but rather is intended to function as a pre-arbitration procedure.

The Board and the Association shall not be permitted to assert at the arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Not later than five (5) days prior to the arbitration hearing representatives of the Board and the Association shall meet to exchange witness lists and exhibits to be introduced at arbitration and also to identify the issues to be submitted for decision to the arbitrator.

Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

- a. If at any time during the processing of a grievance the grievant initiates a petition with the Michigan State Tenure Commission concerning matters within the scope of the grievance, any and all further arbitration proceedings shall be terminated and the jurisdiction of the arbitrator shall cease. This shall not be construed to prohibit the processing of such a grievance up to and including Level Two of this grievance procedure.
- b. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association, the Board, and on all the parties.

D. Costs

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

E. Use of Forms

1. If the grievance and/or the written responses take more space than is provided on the form, they may be written on separate pages with appropriate reference to the portion of the form to which they apply and attached to the form.
2. Since Copy I of these forms is to be used throughout the procedure, it and any attendant pages should be safe-guarded from loss or misplacement by the parties handling them. Duplicates of Copy I may be made by the Association and by the administrative official involved in the culmination of each step. If a replacement Copy I is needed, it will be prepared by mutual examination of all duplicates. All efforts will be made by the parties to maintain the confidential nature of the material involved.

- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Grievance # _____ Grand Ledge School District

GRIEVANCE REPORT

Submit to Principal in Duplicate

| | | | |
|----------|------------|------------------|------------|
| / | / | / | |
| Building | Assignment | Name of Grievant | Date Filed |

LEVEL I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (including date, time, and place): _____

2. Section of Contract allegedly violated: _____

3. Specific Relief Sought: _____

| | | | |
|----------------------------------|------|-----------------------|------|
| / | / | / | |
| Signature of Association Rep. | Date | Signature of Grievant | Date |

C. Disposition by Principal: _____

| | |
|------------------------|------|
| / | |
| Signature of Principal | Date |

D. Position of Grievant and/or Association: _____

_____/_____
Signature Date

If additional space is needed in reporting Section B1 & 2 of Level 1, attach an additional sheet.

(Note: Cont'd. on reverse side)

LEVEL II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

LEVEL III

A. Date Demand for Arbitration Received by Board _____

1.5 NEGOTIATIONS PROCEDURE

- A. Matters of common concern may be subject to negotiation during the period of the Agreement upon request and mutual agreement of both parties. The parties undertake to cooperate in arranging meetings for such discussion, furnishing information and otherwise constructively considering and resolving any such matters. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by the Association, subject to requirements of Section 17 of the Public Employment Relations Act (PERA). The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke lawful measures it may deem appropriate.

2.1 VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board agrees in making assignments and transfers to consider the requests of its teachers.
 - 1. A request by a teacher for a change in assignment within his/her building shall be made in writing to the building principal with a copy to the Superintendent or his/her designee.
 - 2. A request by a teacher to transfer to a position in another building shall be made in writing and filed with the Superintendent or his/her designee.
 - 3. Requests for reassignment or transfer shall include all of the following criteria that are pertinent to the requested position:
 - a. Teacher's certification.
 - b. Teacher's qualifications and academic background.
 - c. Desired building, grade level or subject area.
 - 4. All assignment and transfer requests shall remain on file for one (1) calendar year.

B. Whenever the Board determines that a vacancy in any teaching assignment within the bargaining unit exists, the Board shall supply the Association with information about said vacancy or vacancies (in a general information bulletin which shall be published as jobs become available during school weeks in all buildings). Before a vacancy is permanently filled, the position description shall be posted for five (5) days in each building. During non-school weeks, notices will be posted on the bulletin board in the central office with such information. The posting shall minimally contain, but is not limited to, the following information:

1. Building location.
2. Grade level and/or subject area.
3. Starting date.
4. Certification required.
5. Qualifications required (per Articles 2.3 and 2.5).
6. Part or full time status of position.

C. Employees desiring to have vacancy notices sent to them during the summer months shall leave their names, as well as addresses and phone numbers at which they may be contacted during the summer months, with the Superintendent's (or designee's) office prior to the end of each school year. If the employee desires to receive notices of openings within his/her assigned building, as referenced in Section D., 4., of this Article, the foregoing information must also be left with the teacher's building principal prior to the end of the school year. Only teachers certified and qualified for such vacancies will be mailed notices of the above vacancies or openings.

- D. 1. A vacancy shall be defined for purposes of this Agreement as:
- a. The Board has determined a position exists that it wishes to fill, and
 - b. A position exists that is in excess of the total number of teachers employed (including teachers on layoff and leave), and
 - c. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or
 - d. A newly created position in the bargaining unit exists.
2. This definition of a vacancy shall not apply to a bargaining unit position held by a teacher who is on leave for less than or equal to one (1) school year.

3. Regardless of any provision of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any teacher to any position if there are certified and qualified teachers for that position on layoff. When a vacancy occurs during the school year (first teacher work day, to and including last teacher work day) the Board shall first recall the most senior teacher on layoff who is certified and qualified to fill that vacancy. If the vacancy is not filled in this manner, it shall be posted as required by Article 2.1, Section B of this Agreement.
 4. This definition of a vacancy shall not apply to an open bargaining unit position which is filled through internal assignment or reassignment of staff within a particular school building. However, any position(s) remaining after completion of the assignment or reassignment process within a building shall be regarded as a vacancy provided the criteria of Section D., 1., above are also satisfied.
- E. The parties recognize that transfers in grade assignments in the elementary schools, transfers in teaching assignments in the secondary school grades and transfers between schools may be necessary. If the Board deems that such transfers are necessary, they shall attempt to make such transfers on a voluntary basis. If a voluntary transfer is not possible, a teacher who is certified and qualified will be designated to be transferred involuntarily. The Association shall be notified in writing, as soon as possible after a decision has been made, as to the reasons for the transfer and of the school or assignment to which the transfer is made.
- F. Any teacher may apply, in writing, for a vacancy. Current requests for reassignment or transfer, as referenced in Section 2.1, A., shall be considered an application for a vacancy without the necessity of further action by the teacher. If the teacher does not have a current request for reassignment or transfer on file, he/she may make application for the vacancy per A., 3., above.
1. In filling such vacancies, the Board will consider the certification and qualifications (as defined under Articles 2.3 and 2.5 of this Agreement) of bargaining unit applicants and will first offer the position to the senior applicant who is certified and qualified for the assignment. If he/she declines, it shall next be offered, on a seniority basis, to remaining certified and qualified bargaining unit applicants.
 2. The Board shall have the option of filling vacancies occurring during the school year (first teacher work day to and including last teacher work day) on a temporary basis using a substitute for a maximum of ninety (90) work days; provided the use of substitutes shall not delay posting or awarding of the appointment. All applicants currently employed by the Board shall be notified of the decision in writing.

- G. The parties agree that the filling of vacancies in administrative and supervisory positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- H. Before reducing staff within a high school department, middle school building, or elementary building, the Board will transfer those teachers in the elementary building, middle school building or high school department having the least district-wide seniority to any concurrently existing openings or vacancies in teaching positions for which the teacher is both certified and qualified. In selecting an individual for transfer under this provision, the Board may deviate from order of seniority where the remaining teachers in an elementary building, middle school building, or high school department would otherwise not be certified and qualified to fill the remaining positions. If a displaced teacher is subject to layoff, he/she may replace a teacher with the least district-wide seniority in another elementary building, middle school building or high school department, provided that he/she has the necessary certification and qualifications for that teacher's position.
- I. Qualified as applied in this Article shall be as defined under Articles 2.3 and 2.5.

2.2 ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings; at such hours that do not interfere with the regular program of the school or any other activities that have been previously scheduled and approved by the Board or its representatives.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, computer equipment, printers, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association and its members shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the district mail service and teacher mail boxes, e-mail, and voice mail for communication to teachers, provided the Association does not use this communication route to engage in partisan politics. This shall not be interpreted to require the District to process any such mail through the District's internal mail

system. Any mail not delivered by the District shall be promptly returned to the sender.

- E. The Board agrees to furnish to the Association in response to written requests available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background together with information which may be necessary for the Association to process any grievance or complaint. Nothing herein shall require the Board to provide the Association with research or clerical time.
- F. The Association shall be given opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy prior to their adoption and/or general publication.
- G. The rights granted herein to the Association shall not be granted to any competing labor organization.

2.3 TEACHER QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall be employed by the Board for a regular teaching assignment who have a Bachelor's Degree from an accredited college or university, a valid Michigan teaching certificate, and not less than ten (10) weeks of supervised student teaching experience with a certified teacher or teachers in a K-12 school district. Special instructors employed in vocational education areas shall be excepted from this requirement within the rules and regulations of the State Department of Education.
- B. The employment of teachers whose certification is based on less than the requirements in the above paragraph is permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. Teachers shall not be assigned outside of their teaching certificate and their "qualifications" ("qualifications" to be defined as major or minor field of study and criteria described in 2.5, C.,1., of this Agreement) except where the individual teacher, the Association and Board agree that the assignment should be made in view of the effect on the educational program and in order to prevent unreasonable harm to the teacher's employment.

- D. Tentative teaching assignments for the forthcoming year shall be made by the building principal and given to teachers by June 1st. Teachers not receiving a tentative assignment shall be given reasons in writing by their immediate supervisor.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, extra duties enumerated in Article 5.4 and summer school courses, and substitute teaching during conference periods, shall not be obligatory, but shall be with the consent of the teacher. Consideration in making such assignments will be given to teachers regularly employed in the District.
- F. The Board agrees to attempt to minimize the occasions on which teachers of special subjects (reading, counselors) are assigned as substitutes for regular classroom teachers. Such assignments will occur only where the administration has been unable to procure sufficient numbers of per diem substitute teachers.
- G. Counselors, school nurses, librarians, special education teachers, specialized reading instructors, speech therapists, prevention intervention specialists, school psychologists, elementary computer instructors, vocal music, instrumental music, and elementary physical education teachers shall follow a schedule developed by their building principal or the central office administration, in consultation with the teacher.
1. It is agreed that the scheduling of these kinds of teachers presents problems not generally found in the scheduling of regular classroom teachers; therefore, these teachers shall have a schedule developed that is substantially equivalent to a regular classroom teacher's schedule.
 2. When it is necessary to change one of these teacher's assignments during the year, the teacher shall have fifteen (15) days' advance notice of the change in the position description.
 3. In the event the position of one of these teachers is to be eliminated and will result in a layoff, the affected teacher shall be entitled to the job retention rights outlined in Articles 2.3 and 2.5.
 4. Counselors shall not be required to serve lunchroom duty. During these times, the building principal shall have the right to assign counselors to duties within the scope of the counselor's normal job responsibilities.

- H. Whenever elementary music and physical education teachers, elementary computer instructors, special education teachers, specialized reading instructors and/or librarians are absent for any reason, the Board will provide a substitute teacher whenever possible. Substitute lists and records of contact will be available to the Association on request.
- I. Effective July 1, 1986, teachers performing specialized instruction in reading skills must possess any of the following qualifications:
 - a. Endorsement in Reading on Michigan teaching certificate -- or
 - b. M.A. or 10 semester hours (15 term hours) in discipline of reading diagnosis and prescription -- or
 - c. Service of at least one (1) year of Grand Ledge Public Schools as a teacher in the area of specialized reading.
- J. "Certified" shall be defined for purposes of this Agreement as holding all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District and Association of any change to his/her certificates, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

2.4 TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Before evaluation begins in any school year, building administrators or designated evaluator will meet with the teacher(s) in their building to discuss criteria for evaluation. In such evaluations, all monitoring or observations of teachers shall be conducted openly with teacher knowledge. Teachers shall have prior notification of information that is used in the written evaluation, such as collegial, parental, administrative, or student compliments or complaints. Such information shall be entered on Attachment 1, which may be appended to the evaluation. The purpose of teacher evaluation is to:

1. Promote effective teaching.
2. Assess (and if necessary, remediate) teacher performance.
3. Improve communication between teachers and administration.

B. Teachers will be evaluated using the following criteria:

1. Organization and planning.
2. Effectiveness of teaching techniques and strategies.
 - a. motivation
 - b. communication
 - c. evaluation of students
3. Knowledge of subject.
4. Classroom management.
 - a. discipline
 - b. effective use of time
5. Mental and physical ability to perform teaching responsibilities.

C. A probationary teacher's building administrator shall provide the probationary teacher with an Individualized Development Plan (IDP) containing instructional and performance goals (based upon the criteria set forth in B of this Article) and plans for professional development. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees. However, probationary teachers shall be eligible for mileage reimbursement for attendance at these functions.

D. If a tenure teacher receives an overall rating of "unsatisfactory," he/she shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation.

The IDP shall specify a time interval for desired performance remediation.

E. It shall be the administration's responsibility to give the teacher a notice of any documented deficiencies noted in his/her performance and make written recommendations or suggestions on how that teacher's performance may be improved. Subsequent evaluations shall show that any previously noted deficiencies in teacher performance have been improved or provide updated

documentation that the deficiency still exists. If improvement has not been demonstrated or if more than one deficiency exists, the administration shall develop or modify an Individualized Development Plan as specified in Sections C and D of this Article containing desired performance objectives and strategies for attaining those goals.

F. Classroom observations which are only a part of the total evaluation process shall be conducted by a building principal, assistant principal, or other qualified administrator. During classroom observation, only one (1) evaluator will be present.

G. Evaluation Procedure and Sequence

1. Performance of all teachers shall be evaluated in writing as follows:
 - a. Probationary teachers shall be evaluated in writing at least two (2) times during the school year: - once on or before December 15; - once after December 15 and before April 15. These dates will be adjusted where the probationary teacher begins employment other than at the commencement of a school year.
 - b. Tenure teachers shall be evaluated in writing at least once each three (3) year period and prior to May 15.
2. Teacher and evaluator will meet in discussion of the evaluation process. During this they will discuss:
 - a. How the teacher perceives himself/herself in the classroom.
 - b. What will happen during the evaluation process.
 - c. Where the teacher is with his/her students in the curriculum.
 - d. The criteria in Section B. of this Article.
3. Within three (3) school days of Article 2.4, Section G, 2. and during the next ten (10) school days, the evaluator will perform at least two (2) classroom observations for each of the probationary teacher evaluations. Any additional evaluations of a probationary teacher (beyond two) are not required to meet the observation timing requirements specified above. Evaluations of tenure teachers shall be based upon two (2) classroom observations, unless either the tenure teacher or the evaluator requests a third observation.

H. Evaluation Timelines

1. The first classroom observation supporting an evaluation shall be prearranged a minimum of one (1) day in advance with the teacher. Teacher and administrator may choose to meet informally to enhance communications during this step. The attached "observation" notes will be used by the evaluator with the teacher in an effort to accurately assess the teacher's performance in relation to the criteria.

MAXIMUM TIME LINE FOR TEACHER PERFORMANCE EVALUATION SEQUENCE

| | | | |
|------------------------------|--|-------------------------------|------------------------------|
| <u>3 school days</u> | <u>*10 school days</u> | <u>5 school days</u> | <u>7 school days</u> |
| Pre-evaluation Conference | Evaluative Classroom Observation | Post Evaluation Conference | Formal Written Evaluation |

*does not apply to third (or subsequent) yearly evaluation of probationary teacher

2. Teacher and evaluator will meet within five (5) working days of the last observation supporting an evaluation to discuss their perceptions of what took place. The evaluator will outline in general what he/she intends to express in the written evaluation and seek the teacher's input.
 3. Within twelve (12) working days of the final observation supporting an evaluation, the written evaluation form (appearing in this Agreement) and two (2) copies of same will be given to the teacher by the evaluator. The teacher may, within ten (10) working days, attach to the evaluation an addendum for the purpose of commentary, elaboration or response.
 4. Adverse comments pertaining to the evaluation criteria identified in Article 2.4, Sections A and B which are not based on formal classroom observation by the administrator must be documented by completing Attachment #1 of the evaluation instrument.
- I. Administrative comments concerning recommendations for teacher performance improvement and the overall teacher performance rating are not subject to final level of the Grievance Procedure (i.e. arbitration).
- J. Any alleged, erroneous data used by the administrator in the evaluation shall be subject to arbitration.

- K. Each teacher shall have the right upon request to review all evaluation materials and the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Reasonable advance notification shall be given to the Human Resources Department before this review can take place.
- L. The parties agree upon the following procedures for Incident Reports:
1. If, upon investigation, the incident has been verified in a timely fashion and found to have merit, the report may be attached to the teacher's current evaluation; provided the teacher has been allowed to respond per number 5 of Attachment #1.
 2. An incident or complaint that has no factual basis or is not substantiated after investigation shall be reported to the teacher, but shall not be entered in the teacher's personnel file nor attached to any evaluation of the teacher. Incidents verified by administrative investigation may become the subject of Incident Reports.
 3. Incident Reports are intended to be a form of documentation which is supplementary to the teacher evaluation process. Incident Reports themselves shall not be regarded as disciplinary measures but are designed to notify the teacher of concerns pertaining to the evaluation criteria in Article 2.4, Sections A and B, where those concerns do not arise directly from administrative observation of the teacher's classroom performance. The issuance of an Incident Report neither requires nor prohibits the imposition of discipline based upon the same occurrence or circumstances addressed in the Incident Report.
 4. The Incident Report is not designed to address those aspects of the teacher's performance which are not directly related to the evaluation criteria set forth in Article 2.4, Sections A and B. Matters with disciplinary implications outside the scope of an Incident Report shall be handled in accordance with the procedures set forth in Article 2.7 of this Agreement.

EVALUATION FORM

TEACHER'S NAME: _____

ASSIGNMENT: _____

DATES OF CLASSROOM OBSERVATIONS: _____

1. The evaluator will write a commentary discussing the teacher's performance for each area of the criteria identified in Article 2.4., Section B. He/she will comment specifically regarding the teacher's strengths and also areas which need improvement. If any Incident Reports are attached to the evaluation, they must be discussed in this section.

2. The evaluator will make specific recommendations for improving performance as noted above. He/she will also describe assistance available from the evaluator, colleagues, professional materials, counselors, and other appropriate areas.

3. The teacher's performance is satisfactory _____ or
unsatisfactory _____

4. Individualized Development Plan (if applicable) issued or modified on _____.

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

OBSERVATION NOTES

This form will be used as a format for notes by the evaluator as described in Section G. 3., of Article 2.4.

1. ORGANIZATION AND PLANNING: Note observations of the teacher's planning and techniques which organize students for effective instruction.

2. KNOWLEDGE OF SUBJECT: Note observations which demonstrate the teacher's knowledge of subject matter and curriculum.

3. EFFECTIVENESS OF TEACHING TECHNIQUES AND STRATEGIES: Note observations of the teacher's effectiveness in motivating, communicating with, and evaluating students.

4. CLASSROOM MANAGEMENT: Note observations of teacher's management of student behavior and effective use of class time.

EVALUATION/ATTACHMENT #1

INCIDENT REPORT

1. Describe the incident or report being documented.

2. When did the incident occur?

3. Who was present when the incident occurred? or

Who reported this incident?

4. Has the teacher been made aware of the incident or report by you?

Yes _____ No _____

5. Please describe the teacher version of the incident or report. (Or attach the teacher statement regarding this incident or report to this document.)

_____/_____
Teacher's Signature Date

_____/_____
Administrator's Signature Date

The Attachment #1 shall be provided to the teacher within five (5) days of the incident.

GRAND LEDGE PUBLIC SCHOOLS

TENURE TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

This instrument recognizes the requirement that the District provide each tenure teacher who has received an unsatisfactory performance evaluation an Individualized Development Plan developed by administration in consultation with the teacher. This plan sets forth the specific expectations of the District regarding his/her job performance. It is recognized that the expectations recited below will form a basis upon which the teacher will ultimately be re-evaluated.

Teacher's Name _____ Date _____

Building/Department _____ Assignment _____

Date of Hire _____ Date of last completed evaluation _____

(Complete all items below. Attach additional pages where required to ensure completeness. The teacher shall be consulted in the development of this plan before it is finalized.)

Specific area(s) in last evaluation where performance was rated unsatisfactory:

Performance standard(s) which must be attained to correct deficiencies:

Plan to be followed for achieving performance standard(s) to correct deficiencies:

Assistance to be provided by Grand Ledge Public Schools for achieving these performance standard(s):

Timeline for achieving performance standard(s) to correct deficiencies:

Administrator's Signature

*Teacher's Signature

Date: _____

Date: _____

Distribution: Teacher, Evaluator, Personnel File

* The teacher's signature indicates only receipt of this document.

2.5 REDUCTION IN PERSONNEL AND RECALL

- A. The Association recognizes the exclusive right of the Board to determine if a reduction in personnel is necessary due to a decrease in students, educational revisions, or budgetary or financial considerations.
- B. Before official action on a layoff or reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- C. Definitions
 - 1. In the event of a necessary reduction in staff, such reductions shall be based upon seniority, certification, and qualifications.
 - 2. "Seniority" shall be determined in accordance with the seniority list provided under Paragraph D of this Article.
 - 3. "Certification" shall be defined in Article 2.3, J of this Agreement.
 - 4. For the purpose of this Article, "qualified" means:
 - a. Possession of a major or minor in the area of assignment (three [3] years of successful teaching experience in the area of assignment may be substituted for the major/minor requirement). For teachers hired on or after July 1, 1994, the three (3) years of successful teaching experience in the area of assignment must be within the preceding five (5) years.
 - or
 - b. Satisfaction of accreditation standards pertinent to the assignment.
- D. The Board shall provide the Association with a bargaining unit seniority list in March of each year. The seniority list shall include the teacher's date of hire, any adjustments in that date necessary for ranking purposes, the teacher's present assignment, and specify the area in which the teacher is certified and qualified. Any changes in certification and qualification must be documented and presented to the central office for inclusion in the next published seniority list. There shall be a thirty (30) day objection period for the Association or any bargaining unit member to challenge the accuracy of the seniority dates on the seniority list. This period shall commence on the date on which the seniority list is provided to the Association President. Absent objection within this interval, the list prepared by the District shall be regarded as conclusively accurate.

- E. Individual teachers sharing the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- F. No person or teacher who is not a member of the bargaining unit shall accrue seniority in the bargaining unit after the effective date of this Agreement.
- G. No administrator shall accrue additional seniority in the bargaining unit after August 31, 1981, but shall have credited to the bargaining unit seniority list all prior unbroken service to the Grand Ledge Public Schools, either as a teacher or as an administrator. This prior service credited to the bargaining unit seniority list may be utilized by an administrator for bumping into the bargaining unit upon termination of his/her administrative contract of employment. Separation from an employment relationship with the Grand Ledge Public Schools will result in the forfeiture of all bargaining unit seniority.
- H. Teachers contracted on a part-time basis shall have seniority calculated on a pro-rata basis.
- I. Unpaid leaves of absence shall not add to a bargaining unit member's seniority with the employer except as noted in Section L below. However, said leaves shall not constitute a termination of employment.
 - 1. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:

$$\frac{\text{Number of days on leave}}{\text{Number of days in school year}} \times \text{Number of calendar days in the year} =$$

Number of days of adjustment to seniority date
 - 2. All adjustments in seniority dates as computed above shall be rounded to the nearest whole day.
- J. When a decrease in personnel is necessary, the following procedure shall be followed:
 - 1. Probationary teachers shall be laid off first. Where probationary teachers have the same certification and qualifications, reduction shall be on the basis of seniority. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated.

2. If further reduction of staff is necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Section shall be made in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
 3. A tenured teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. The Board shall determine which position the senior tenured teacher shall occupy in conformance with his/her certification and qualifications.
 4. Written notification will be given to the teachers at least thirty (30) calendar days prior to the effective date of layoff.
- K. Recall shall be in inverse order of layoff provided the teacher is certified and qualified to fill a vacant position.

1. Probationary teachers shall be eligible for recall for a period not to exceed three (3) years from their final day of service before layoff. Tenure teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed five (5) years from their final day of service before layoff. At the expiration of the above recall periods all rights to re-employment are automatically lost.

A teacher who declines recall to a comparable position for which he/she is certified and qualified, shall forfeit all seniority rights under this Agreement, unless refusal of recall is otherwise permitted under the Teachers' Tenure Act. A "comparable" position shall be a position which is substantially equivalent in terms of full or part-time status to the assignment held by the teacher at the time of layoff.

2. The Board shall give written notice of recall by registered mail at the teacher's last known address.
3. It shall be the teacher's responsibility to notify the Board of any change in address.
4. Should an employee fail to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification, unless an extension is granted by the Board, he/she shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board. A copy of the letter of recall shall be sent to the Association President.

5. Upon recall from layoff, all benefits under this Agreement shall be restored to the employee.
- L. In the event of a necessary reduction in staff, the Board agrees to grant any and all requests for leaves of absence up to one (1) year irrespective of the employee's position on the seniority list provided that the granting of such requests for leave shall not require the employment of new staff.
1. Upon return from leave, the teacher shall be returned to his/her original position or a substantially equivalent one if bargaining unit seniority permits re-employment.
 2. Teachers granted leaves under Section L. shall continue to accrue seniority in the bargaining unit.
- M. Individual Contract
1. The individual contract, executed between each teacher and the Board, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
 2. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid off non-tenure teachers and tenure teachers, and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits for any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining Agreement.
- N. A tenured teacher on layoff who has acquired additional or new certification and/or qualifications shall be entitled to advanced recall provided:
1. That the teacher desiring advanced recall shall give the Board written notice of his/her new certification and/or qualifications at least thirty (30) days before the beginning of the school year.
 2. Evidence of revised certification shall be as required by statute and shall consist at least of a letter from the sponsoring college/university indicating that requirements for the certificate have been satisfied. Evidence of revised qualifications must consist of a transcript or grade report.

2.6 RESERVE TEACHER AGREEMENT

- A. It is agreed between the parties that the Master Agreement shall be modified to allow for the employment of personnel in the position of Reserve Teacher.
- B. The parties agree that ten (10) teachers currently employed, who have been or will be laid off pursuant to Article 2.5, shall be employed as Reserve Teachers. Reserve Teachers shall be considered members of the bargaining unit and shall be governed by the following working and employment conditions:
 - 1. Reserve Teachers may elect either one of the following compensation options:
 - a. Plan "A": \$85.00 per day worked.
 - b. Plan "B": \$70.00 per day worked and one of the fringe benefit option packages provided in Article 5.1.
 - 2. Reserve Teachers will work under a one-hundred-eighty (180) day contract and shall follow the negotiated calendar found in the Master Agreement.
 - 3. Reserve Teachers will be assigned:
 - a. Substitute assignments for certified personnel.
 - b. To assist certified personnel in the performance of their responsibilities as assigned by the immediate supervisor including:
 - (1) The general supervision of students.
 - (2) Assisting certified personnel in the instruction of classes or small groups.
 - (3) Performing non-teaching duties regularly performed by classroom teachers.
 - (4) Working in media centers or libraries under the direction of the media specialist or librarian.
 - (5) Other professional duties assigned by the administration.

4. Seniority in the bargaining unit shall accrue to Reserve Teachers in the same fashion as provided in Article 2.5 of the Master Agreement. Service credit shall be deferred until recall to a regular position for which they are certified.
5. Reserve Teachers shall be scheduled to provide professional services in accordance with the work provisions of the Master Agreement.
6. Reserve Teacher absences shall be governed by the following:
 - a. Absent Reserve Teachers or their agents will report their impending absence to the Human Resources Office up to one (1) hour before their regular reporting time.
 - b. Reserve Teachers or their agents shall call the building principal to whom they are assigned at least one (1) hour before the end of school on the day before they will return to work. In the event they are unable to reach the building principal, they will call the Human Resources Office.
 - c. Each Reserve Teacher will be provided ten (10) personal illness and two (2) personal business days each year. The cost of providing a substitute teacher for the Reserve Teacher's absence will be deducted from his/her daily rate of pay, if the employment of a substitute teacher is on the day of the Reserve Teacher's absence.
7. Reserve Teachers shall, under no circumstances, be utilized in a fashion to avoid employment of a bargaining unit member for a regular position; and it is understood that they shall not be used to perform work which would normally be done in whole or in part by a person on layoff.
8. Reserve Teacher positions shall be offered to laid off bargaining unit members in order of seniority, i.e., the most senior laid off shall be offered the position first.
9. It is understood by the parties that Reserve Teachers shall be immediately released to accept other employment should it be offered to them.
10. Refusal or acceptance of a Reserve Teacher position shall not affect a bargaining unit member's right to recall to a regular position.
11. Refusal of a Reserve Teacher position shall not be grounds, and the district shall not make claim, for challenge to any person's right to unemployment compensation.

12. During the period of this Agreement, should a Reserve Teacher leave, the position shall be offered to the next most senior person on layoff.
 13. Resignation from a Reserve Teacher position shall not constitute termination of the employment relationship and no laid off employees shall lose their bargaining unit rights until such time as they refuse recall to a regular bargaining unit position.
 14. Employment as a Reserve Teacher is subject to the terms and conditions outlined in this Article and the Professional Agreement negotiated between the Board and the Association.
- C. It is understood that this Article applies exclusively to the teachers serving as Reserve Teaching personnel. It shall not establish precedent and shall not be effected should there be no bargaining unit members on layoff.
- D. The Association agrees to indemnify and save the Board harmless against any and all claims, costs, and liability which may arise under the Tenure Act as a result of this Article, provided the Board is in substantial compliance with the terms of this Article.

2.7 DISCIPLINE OF TEACHERS

- A. In recognition of the concept of progressive discipline, the Board shall notify the teacher in writing of any alleged delinquencies or deficiency in performance whenever such might be used as the basis for discipline. Such notice shall indicate expected correction and indicate a reasonable period for correction. This provision shall not prevent Administrators from informal conferences with teachers. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- B. A teacher shall be entitled to have present one (1) representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until the close of the school day or the teacher has had at least one (1) day's notice of such a meeting.
- C. The Board agrees that discipline should be appropriate to the offense and the offender. It should be applied equally and consistently to all like offenders. For minor offenses, discipline should be applied progressively from the minimum of oral warnings throughout the whole gamut of disciplinary measures, until the maximum measure of discharge is reached. For more serious offenses the administrator should initiate disciplinary measures further along in the discipline scale. The disciplinary scale ranges from a minimum of oral reprimands, to

written reprimands, to suspension with pay, to loss of accumulated seniority up to one (1) year, to suspension without pay, to the maximum measure of discharge.

- D. No tenure teacher shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth in Article 1.4. The specific grounds forming the basis for disciplinary action will be made available to the teacher and Association in writing.

2.8 CURRICULUM COUNCIL

Changes in curriculum will be recommended to the Board through the Curriculum Council except those changes made necessary by reduction of staff (see Section 2.5).

- A. There shall be established a Curriculum Council of at least eight (8) members and no more than ten (10) members with equal representation from the Board and the Association.
- B. The Council shall have the authority to establish ad hoc committees to study requests for curriculum change or special projects and discharge such committees when their studies are completed.
- C. The Council will be responsible for considering the outcomes of any appointed ad hoc committee for recommendations to the Board.
- D. All recommendations of the Council will be by a majority vote of the appointed membership to the Council.
- E. Association members serving on the Curriculum Council must be employees of the Board.

2.9 INSTRUCTIONAL AIDES

- A. Aides will be furnished as follows:
 - 1. Developmental kindergarten and kindergarten will have a paid aide 2 $\frac{3}{4}$ hours per session.
 - 2. First grade classes with twenty (20) or more students shall receive 2 $\frac{3}{4}$ hours aide time per day. First grade classes with less than twenty (20) students shall receive 1 $\frac{1}{2}$ hours aide time per day. In the event a first grade class has twenty-eight (28) or more students, the first grade teacher shall be entitled to 1 $\frac{1}{2}$ hours of aide time per day plus the amount of aide time indicated under A., 5.

3. Second grade classes with twenty-seven (27) students shall receive one (1) hour of aide time per day. If the second grade class has twenty-eight (28) or more pupils, the amount of aide time shall be determined under A., 5.
4. A combined grade class with twenty-seven (27) students shall receive one (1) hour of aide time per day. If the combined grade class has twenty-eight (28) or more pupils, the amount of aide time shall be determined under A., 5.
5. Aides will be furnished in grades 1-5 on the following basis:

28 - paid aide for 2 hours per day
29 - paid aide for 3 hours per day
30 - paid aide for 4 hours per day
31 - paid aide for 5 hours per day
6. Aide assignments will be made initially on the basis of class enrollments at the beginning of a school year. Subsequent adjustments to aide time will be determined as of the Friday after Labor Day and at the end of each marking period thereafter. These adjustments shall be implemented on the next work day following the count day.

B. Assignment Conditions

1. The schedule for paid aides will be worked out with the teacher(s) and the building principal.
2. All aides shall receive proper orientation and instruction prior to implementation in the classroom setting. Proper general orientation will be provided by the principal and the teacher and consist of a minimum of one (1) hour instruction. Pertinent areas to be considered are:
 - a. Duties and responsibilities.
 - b. School procedures and schedules.
 - c. Orientation to instructional and/or clerical materials.
 - d. Use of aides consistent with District guidelines and Michigan Department of Education.

3. Upon assignment to a professional, the aide and professional shall be required to meet and discuss specific procedures utilized by the professional, prior to the aide commencing duties in any capacity. Follow-up conferences shall be held during each semester of the school year to discuss the use of aides, innovations, problems, etc.
4. If a contractually mandated aide is absent and the teacher requests it a substitute will be provided, if available.

2.10 TEACHER RIGHTS

- A. Pursuant to the Public Employment Relations Act (PERA) as amended, 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 negotiations.
- B. The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission as provided by law.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities outside of the school day of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it may affect his/her effectiveness as a teacher.
- D. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, handicap, color, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.

The Board and Association recognize that their commitment to non-discrimination may require reasonable accommodation to employees and accordingly agree to jointly confer with any bargaining unit member making such a request. Where necessary to make a reasonable accommodation, the Board and Association shall consider waiver of the seniority or other provisions of this Agreement without precedent to future application or interpretation of this Agreement.

- E. If a teacher brings a classroom condition to the attention of the Board that is believed by the teacher to be hazardous to his/her health, the Board, Association and concerned teacher shall meet and confer regarding the concern expressed by the teacher. The parties shall discuss potential solutions to address substantiated concerns.

2.11 EXCLUSION OF TENURE IN POSITION

A bargaining unit member, who has not previously attained tenure at Grand Ledge in a non-classroom capacity pursuant to Article III, Section 1 of the Michigan Teachers' Tenure Act, MCLA 38.91, and who is placed in a position other than that of a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position and tenure in the non-classroom position is hereby specifically denied. However, such an individual in the non-classroom position shall be deemed to have continuing tenure as an active classroom teacher.

3.1 TEACHER PROTECTION

- A. One of the teacher's primary responsibilities conducive to a good learning environment is to maintain classroom control and discipline; however, the Board recognizes its responsibility to give reasonable support and assistance to teachers.
- B. All cases of accident, injury, or assault involving teachers or students growing out of the exercise of a teacher's duties or school activities shall be reported to the principal promptly.
- C. Teachers shall not be required to search for bombs when a building has been alerted of a "bomb scare." Teachers who volunteer for such activity, while others supervise students in approved locations, shall be covered by employee insurance.
- D. The standards set forth in the Revised School Code governing corporal punishment and the use of physical force upon pupils, shall govern the conduct of teachers toward students in that context. The Board and the Association subscribe to the observance of these standards.

3.2 INSTRUCTIONAL MATERIALS

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, duplicating supplies, questionnaires, and similar materials are the tools of the teaching profession. The administration and the teachers will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association.

3.3 SCHOOL EQUIPMENT

The Board will strive to provide separate desks for teachers within the availability of funds and space.

3.4 TEACHING FACILITIES

The Board agrees to continue to make available existing teacher rooms, restrooms, lunch room, lavatory, and telephone facilities for the use of teachers, and will provide comparable facilities in any new building program. A private telephone line with an unlisted number shall be provided in an appropriate room in the respective buildings whenever such lines are available. If not, an extension of the office phone shall be provided in an appropriate room of each building. Long distance charges for non-professional, non-school business shall be paid by the using teacher.

Parking facilities shall be made available to teachers for their exclusive use whenever practical and possible.

3.5 TEACHING HOURS

- A. The Board recognizes the principle of a standard work week, and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The parties recognize that the hours of student contact time specified in this Article are subject to adjustment so that the District satisfies all requirements of the School Code and State School Aid Act for full receipt of foundation allowances and other appropriations. The method of implementing these adjustments in student contact time shall be subject to negotiations with the Association.

- B. It is hereby agreed that attendance at regularly scheduled PTA, PTIA, PTO meetings, etc., conferences and school staff meetings scheduled not more frequently than bi-weekly for one (1) hour after dismissal of regular class, shall be required unless the teacher is excused in advance by the principal. Staff meetings for the elementary teachers may be scheduled during the regular time that elementary teachers are required to be at work prior to the student day (8:10 - 8:45 a.m.). Such staff meetings shall be in accord with the length and frequency as cited in this Section.

C. The normal workday in the elementary school will be as follows:

08:10 - 08:45 Conference and Preparation
08:45 - 10:30 Instructional Responsibilities
10:30 - 10:45 Recess
10:45 - 12:00 Instructional Responsibilities
12:00 - 12:45 Lunch Hour
12:50 - 02:15 Instructional Responsibilities
02:15 - 02:30 Recess
02:30 - 03:30 Instructional Responsibilities
03:30 Dismissed for the Day

1. It is understood that the above starting and ending time may vary from elementary school to elementary school, but the length of recess time, length of unbroken conference and preparation period, time spent in instructional responsibilities, and length of lunch hour (see 4. below) will not vary from elementary school to elementary school.
2. Elementary teachers shall be required to supervise one (1) elementary recess period per week.
3. Additional relief time from instructional responsibilities in the amount of ninety (90) minutes per week shall be provided when elementary music, art, physical education, or other special subjects teachers are in the classroom. Effective with the beginning of the 1998-99 school year, the amount of time will be increased to one hundred and twenty (120) minutes per week.
4. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of forty-five (45) minutes in length, except that on days of inclement weather when students are confined to the building, sharing arrangements shall be worked out in each building in cooperation with teachers and principals.

D. The secondary teachers' (middle school and high school) formal teaching hours shall be as follows:

1. Secondary teachers are to be in assigned building at least twenty-five (25) minutes before classes start and shall be responsible for the organization and control of their classrooms during this time.

2. Secondary teachers are to remain in their assigned building and make themselves available for conferences at least one-half hour after classes are dismissed for the day unless other arrangements are approved by the principal, except that on Fridays and days preceding holidays teachers may leave at the close of the pupil day.
 3. Secondary teachers shall be entitled to a duty-free uninterrupted lunch period of at least twenty-five (25) minutes in length.
- E. The middle school is composed of grades 6, 7 and 8. The District and the Association recognize the desirability of restructuring the middle school staff into teaching teams. In implementing such a restructuring the following shall apply:
1. Each team shall select a team leader, with that selection subject to the concurrence of the building principal.
 2. A "team" shall be defined as a group of teachers to whom a given group of students has been assigned for instruction.
 3. The normal teaching assignment will be five (5) teaching periods or combination of periods.
 4. In addition to the five (5) teaching periods, each teacher shall be assigned one (1) team planning period and one (1) individual planning period, each of which shall be equal to one (1) teaching period.
 5. Encouragement of team or cooperative teaching so that teachers may complement each other in terms of strengths and personal compatibility.
 6. Recognition that the contract provisions should not stifle innovative and/or creative scheduling.
- F. The normal teaching load in the high school will be five (5) teaching periods and one (1) preparation-conference period.

3.6 CLASS SIZE

A. Elementary Grade Class Size

The Board will attempt to maintain a class size of twenty-eight (28) or less students in elementary grades 2-5. If the total exceeds twenty-seven (27) students in grades 2-5, see Article 2.9 for the designated relief. In no case will elementary class size exceed thirty-one (31) students in grades K- 5.

1. Developmental kindergarten class size shall not exceed twenty (20) students per session.
2. Elementary Choir and General Music classes are not to exceed two (2) classes, except with the consent of all teachers involved.
3. Combined grade classes shall not exceed thirty (30) students.

B. Secondary Grade Class Size

Class size in Grades 6-12 will be maintained on the basis of a daily limit of one hundred fifty (150) except as follows:

1. Fundamental and adjusted classes - 20 students. (For the purpose of computation, a class of 20 students shall be counted as 30.) Changes in those classes or additional ones must go through the Curriculum Council for approval. As of the 1998-99 school year, fundamental and adjusted classes are Specialized Reading Skills and Transitions Math.
2. Keyboarding - 30 students
3. Physical Education - 40 students
4. Music - Limits as determined by goals and objectives and prerequisites as determined by the teacher and principal.
5. Middle school class size limits shall be consistent with high school with the additional exceptions:
 - a. Homeroom and exploratories shall not be counted.
 - b. The number of students assigned to any team shall not exceed thirty (30) students per teacher. This shall exclude special subjects of physical education, vocal music and instrumental music.
6. Laboratory station classes, expository writing and composition classes, shall be limited to thirty (30) students subject to the one hundred fifty (150) student daily limit.
7. At the secondary level, substitute teachers shall be utilized to promptly reduce teacher overloads between the first day of classes and the fourth Friday of September.
8. Sixth grade classes will not exceed thirty (30) students.

9. Regular education classes will be limited to no more than thirty-three (33) students.

3.7 TEACHING CONDITIONS

- A. No loss of time will result in loss of pay or accumulated leave for any absence or tardiness of less than thirty (30) minutes before or after the normal student day. This provision does not in any way limit the Board in the exercise of other disciplinary measures such as: oral warnings, written reprimands, and so forth.
- B. In order to eliminate the necessity for obtaining a half-day or full-day substitute teacher when only a short period of time is in question, the following shall hold. With the written permission of the principal, in the event that a teacher has reason to leave the building for a limited period of time, and can arrange with another teacher who has a conference period to take the class for that period, then no substitute payment will be authorized and no time will be deducted from sick leave or business leave time.

4.1 SICK LEAVE AND PERSONAL LEAVE

- A. It is the intention of this Leave Policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, personal emergencies, and deaths, beyond reasonable control. Teachers recognize the essential nature of the relationship with students which cannot be fully filled by any substitute.
 1. All teachers absent from duty because of personal illness, injury, or other approved personal reasons shall be allowed full pay for ten (10) days during any contract year. A teacher who does not fulfill a contract shall be allowed one (1) day per month or any part of any month, and shall refund any sick leave pay which may have been advanced.
 2. Any of the allowed ten (10) days not used will be credited to the teacher's record and be accumulated without limit.
 3. The Board reserves the right to require verification from a health care professional to verify a teacher's fitness for duty under the following circumstances:
 - a. To determine a teacher's ability to return from a leave of absence taken because of illness or disability.

- b. To evaluate a teacher's fitness for duty where the Board has articulable concerns regarding the teacher's physical and/or mental ability to perform the functions of his/her assignment. At the request of the teacher, these concerns will be made in writing at or prior to the time that verification is required.

The cost of any medical or psychological examination required by the Board shall be paid by the Board, to the extent that the teacher's insurance does not cover the cost of the examination. In the event the Board is not satisfied with the assessment of the teacher's health care professional, the Board has the right to designate a health care professional to perform a second examination. In the event of a dispute between the teacher's health care professional and a health care professional designated by the Board, the teacher and the Board shall request that their respective health care professionals consult for the purpose of attempting to reconcile their assessments, or if that is not possible, to mutually designate a third health care provider to examine the teacher.

4. The teacher shall file (immediately upon return from any absence) with the building principal, a written report on a form furnished by the Board, setting forth the reason for absence.
5. Employees may use sick leave and personal leave for the following reasons:
 - a. Personal illness or disability.
 - b. Illness, injury, or death in the immediate family - not to exceed five (5) days in any one (1) school year, unless special approval is granted by the Superintendent. The "immediate family" is defined as any person whose illness or death has a real meaning to the teacher. Such requests shall be made in writing. A reply shall be made within five (5) days after receipt of such request.
6. Sick leave taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act, at the option of either the Board or the teacher, beginning after ten (10) consecutive days of absence due to a serious health condition of the teacher.
7. For purposes of applying the Family and Medical Leave Act, a July 1-June 30 twelve-month (12) period shall be used.

- B. If unable to work at the beginning of a new school year, a teacher will be allowed to use previously earned sick leave while he/she remains ill and unable to work, providing not otherwise employed. Medical verification may be required by a physician of the Board's choice at its expense.

4.2 BUSINESS OR PERSONAL-PROFESSIONAL LEAVE

- A. A teacher shall be allowed two (2) days per year (non-cumulative) for business or personal-professional activities with full pay. A teacher who does not utilize the second day in a given school year will have that day credited to his/her accumulated sick leave. The request for these days must be submitted in writing five (5) school days in advance whenever possible, and the request must receive the approval of the building principal. Normally, only one (1) personal leave day shall be granted by any one (1) principal for a given day except the high school principal, who may grant two (2) such days at the same time. Any additional requests by other teachers for the same day must have special approval of the principal.
- B. Business or personal-professional leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after-school hours. It is not provided for casual or indiscriminate use.
- C. Days immediately prior to and following scheduled vacations shall not be used for business or personal-professional leave unless approval is received from the office of the Superintendent.

4.3 SCHOOL BUSINESS LEAVE

- A. Leave of absence with pay not chargeable against the teacher's sick leave will be granted as follows:
 - 1. Time necessary for appropriate professional representatives to attend conferences and other activities recommended by the Association and approved by the Superintendent.
 - 2. Visitations at other schools approved by the administration.
 - 3. Attendance at approved educational conferences or conventions.
 - 4. All other absences which are in the course of school business and having approval of the administration.

- B. Teachers will notify their principal immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency.

4.4 EXTENDED LEAVES OF ABSENCE

- A. Military leaves of absence shall be granted to any teacher who shall enter into active military service of the United States. Upon return from such leave, within one (1) year of the termination of military service, or the time permitted by law (whichever is greater) a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. All accumulated unused sick leave days acquired prior to entry into service will be restored to him/her.
- B. Teachers may, at the discretion of the Board, be granted voluntary leave without pay during any school year for up to one (1) year. All such requests must be submitted in writing. The full conditions of the Agreement, including the assignment of the teacher upon return, and the effect, if any of the leave on the salary schedule must also be put in writing. Pay deductions shall be computed as 1/number of annual teacher work days designated on the school calendar (Attachment A-1) of scheduled salary for any such days as may be approved.
- C. Leave with Pay

Teachers employed for seven (7) or more consecutive years in the Grand Ledge Public Schools may apply for a leave with regular pay and related benefits for study purposes of up to one (1) year in length under the following conditions:

1. The application shall be made in writing by July 1 and set forth full details of the proposal.
2. The teacher shall be expected to outline his/her long-range career plans.
3. The applicant shall signify in such proposal, intention to continue as a staff member in the Grand Ledge Public Schools for at least two (2) years upon completion of said leave or return to the Board all salary and benefits paid in proportion to any period of time less than two (2) years of employment. This provision shall be void upon death or permanent disability of the applicant during the leave period or the succeeding two (2) years.
4. A limit of two (2) leaves at any one time or a maximum of double Step Ten, G-5 per year cost to the Board shall be observed in approving any applications.

5. The Board of Education shall approve or disapprove all applications by August 1 and notify the applicant in writing.
- D. It is expressly agreed that all leaves are from the school system. Upon return from a leave of absence, a teacher shall be reinstated to his/her former position or substantially equivalent position.

4.5 OTHER LEAVES

- A. Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:
1. Absence when a teacher is called for jury duty provided the teacher remits any monies received for jury duty to the Board.
 2. Time necessary for appearance in any legal proceeding on behalf of the school district connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
 3. Time necessary to take the selective service physical examination.
 4. Absence while confined due to common contagious childhood diseases such as: mumps, measles, whooping cough, and scarlet fever when it is reasonably established that the exposure occurred at school.
 5. A teacher who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 - a. The teacher may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - b. The teacher may elect to receive workers' compensation benefits only.
 - c. The teacher may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the teacher's sick leave accumulation. (For example: if workers' compensation pays sixty (60) percent of full pay, sick leave will

only pay forty (40) percent and the sick leave accumulation shall be charged .4 of a day for each day so used.) Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

4.6 ASSOCIATION DAYS

- A. The Board shall grant released time, not to exceed twenty (20) days per year to the designated representatives of the Executive Committee of the Association employed by the Board for Association business. In the event a teacher employed by the Board is a designated official of the ECEA, the Association shall have the right to purchase an additional twenty (20) days of released time.
- B. The Board shall be reimbursed by the Association for the cost of substitute pay for the released time used by the Association Executive Committee member employed by the Board or delegated representative.

4.7 SCHOOL IMPROVEMENT

- A. A School Improvement Plan shall be defined as a plan, program or process required under Section 1277 of the Michigan Revised School Code or corresponding provisions of the State School Aid Act.
- B. Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Participation or non-participation in SIP/BET shall not be used as criteria for evaluation, discipline or discharge.
- F. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

5.1 INSURANCE PROTECTION

- A. Workers' Disability Compensation Act - Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation law of the State of Michigan. *(See Article 4.5, A., 5.)*
- B. The Board shall make available MESSA health care protection (as outlined in paragraph C below) for a twelve (12) month period for each full-time employee and his/her eligible dependents. Part-time employees shall receive a pro-rata benefit.
- C. Teachers may elect only one (1) of the following fringe benefit plans:

Plan A:

MESSA Super Care 1

Long Term Disability 66 2/3%

90 calendar days modified fill

\$4,000 maximum

Freeze on Offsets

Alcoholism/drug addiction 2 year

Mental/nervous 2 year

Delta Dental 100: 80/80/80: \$1,000

50/50/50: \$1,000

Negotiated Life \$15,000 AD & D

Vision VSP-2

Plan B:

Delta Dental 100: 75/50/50: \$1,500

X-rays at 100%

Vision VSP-3

Negotiated Life \$25,000 AD & D

Long Term Disability 66 2/3%

Same as above

*\$75.00 cash through the Section 125 Plan. Bargaining unit members will be responsible for FICA (employee share) on the option amount and may elect, through a separate salary reduction agreement, to contribute the option amount to a 403 B annuity. The option amount shall increase to \$100 per month provided that there are eighty (80) or more Plan B participants.

The foregoing plans shall not exceed a composite rate of \$643.90 per teacher per month for the period July 1, 1999 to June 30, 2000. If the composite premiums for these plans exceed the Board contributions specified above, the Association shall

have the right to amend the plan benefit structure so that the premiums fall within the Board contributions specified above. The cash option amounts specified above for Plan B participants shall not be included in the composite calculation.

- D. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the Board shall continue to pay premiums for the current year, provided medical evidence has been made available to the Board verifying continuing illness or injury which prevents the teacher from working. A medical leave of absence shall be requested by the teacher.
- E. Accumulated sick leave shall have a cash surrender value of one hundred percent (100%) in the event of death, payable to the teacher's designated beneficiary.
- F. Payroll deduction shall be available for all current MESSA, MEA Financial Services and MEA programs, including tax annuities program, subject to the availability of current payroll processing limitations.
- G. Bargaining unit members will be solely responsible for payment of health insurance premiums allocable to the abortion coverage to the extent the District may not fund such coverage under the State School Aid Act. This amount as verified by MESSA, will be deducted regardless of the negotiated composite rate in Paragraph C. from the wages of bargaining unit members electing Plan A.

5.2 SALARY GUIDE

- A. An instructional employee who has had teaching experience, or the equivalent, providing the teaching experience that the employee has had makes him/her more valuable than a beginning teacher, may be employed initially at a yearly salary above the minimum salary, providing the credit for experience does not exceed twelve (12) years.
- B. The salaries of teachers covered by this Agreement are set forth in the schedules which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect for the term of this Agreement.
- C. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined. A teacher who teaches an additional class period regularly over the normal teaching load will receive an additional amount equivalent to a regular class period. The formula for determining the additional amount to be paid will be:

Divide the salary of the teacher at the salary schedule step (excluding extra percentage for extra duty) by the number of regular instruction class periods in the day taught by the teacher. This amount will be paid in addition to regular class day pay.

When a teacher is requested by his/her building principal to cover a class for an absent teacher, he/she shall be paid twelve dollars (\$12.00) per period of at least forty-five (45) minutes of work. Doubling or combining of classes shall be by mutual consent.

- D. Part-time teachers and/or those teachers with less than a normal teaching load shall have their compensation pro-rated by the formula specified in Section C. above. The resulting proportional amount shall be subtracted from the normal salary amount.
- E. When a teacher is employed outside the regular school day or year for comparable professional work, the Board will compensate the teacher at his/her professional rate.
- F. Teachers shall have the option of receiving salary in twenty-one (21) or twenty-six (26) bi-weekly pays. Those electing twenty-six (26) pays may receive the balance of contract salary in a single payment on the twenty-first (21st) pay by notifying the Central Office before April 15.
- G. If a pay period falls during a vacation period, teachers will receive paychecks on the last day of school before the vacation. (See Letter of Agreement regarding the paycheck due during the 1999-2000 Holiday recess.)
- H. Special education teachers may become involved, with administrative approval, in the scheduling of special education students into the regular education curriculum. When this work is performed during the summer months, the teacher will be compensated at his/her per diem rate.

5.3 SALARY SCHEDULES

- A. Until August 30, 1979, all units are to be acquired after receiving BA or MA degrees as defined by joint teacher-Board committee on professional growth. After August 30, 1979, horizontal advancement will be based on graduate work or board-approved under-graduate work.
- B. Teachers required to obtain sixty (60) semester hours or its equivalent for a Masters Degree (i.e., School Psychologist or Social Worker) shall be placed on the Ed. Sp. track.
- C. Longevity Pay - Bargaining unit members shall receive longevity payments according to the following provisions:

1. Bargaining unit members having completed twelve (12) years of service with the Grand Ledge Public Schools shall receive a payment of six hundred fifty-five dollars (\$655.00) per annum, and each year thereafter as herein provided.
2. Payment of the first longevity increment in the amount of one thousand two hundred forty dollars (\$1,240.00) per annum shall be made upon completion of fifteen (15) years of service at Grand Ledge Public Schools and each year thereafter as herein provided.
3. Upon completion of twenty (20) years of service with the Grand Ledge Public Schools, the amount paid shall be one thousand six hundred twenty-nine dollars (\$1,629.00) per annum, and each year thereafter as herein provided.
4. Eligibility for longevity payments shall be based solely upon the employee's length of service, which shall be calculated from the employee's initial date of hire at Grand Ledge Public Schools (also known as Contract Date).
4. Longevity shall be paid in a separate, lump sum check on the first payroll during the month containing the employee's anniversary date of hire.

Grand Ledge Public Schools

Salary Schedule 1999-2000

| Step | G-1 BA | | G-2 BA+10 | | G-3 BA+20 | | G-4 MA | | G-5 MA +10 | | G-6 Ed. Sp. | | G-7 Ph.D./Ed.D | |
|------|-----------|------|--------------|------|--------------|------|-----------|------|---------------|------|----------------|------|-------------------|------|
| 1 | 27,730 | 1.00 | 28,839 | 1.04 | 29,948 | 1.08 | 31,058 | 1.12 | 34,108 | 1.23 | 35,494 | 1.28 | 38,267 | 1.38 |
| 2 | 29,117 | 1.05 | 30,226 | 1.09 | 31,335 | 1.13 | 32,444 | 1.17 | 35,494 | 1.28 | 36,881 | 1.33 | 39,654 | 1.43 |
| 3 | 30,503 | 1.10 | 31,612 | 1.14 | 32,721 | 1.18 | 33,831 | 1.22 | 36,881 | 1.33 | 38,267 | 1.38 | 41,040 | 1.48 |
| 4 | 31,890 | 1.15 | 32,999 | 1.19 | 34,108 | 1.23 | 35,217 | 1.27 | 38,267 | 1.38 | 39,654 | 1.43 | 42,427 | 1.53 |
| 5 | 33,276 | 1.20 | 34,385 | 1.24 | 35,494 | 1.28 | 36,881 | 1.33 | 39,931 | 1.44 | 41,318 | 1.49 | 44,091 | 1.59 |
| 6 | 34,663 | 1.25 | 36,049 | 1.30 | 37,158 | 1.34 | 38,545 | 1.39 | 41,595 | 1.50 | 42,982 | 1.55 | 45,755 | 1.65 |
| 7 | | | 37,713 | 1.36 | 38,822 | 1.40 | 40,209 | 1.45 | 43,259 | 1.56 | 44,645 | 1.61 | 47,418 | 1.71 |
| 8 | | | 39,377 | 1.42 | 40,763 | 1.47 | 42,150 | 1.52 | 44,923 | 1.62 | 46,309 | 1.67 | 49,082 | 1.77 |
| 9 | | | 41,040 | 1.48 | 42,704 | 1.54 | 44,091 | 1.59 | 46,586 | 1.68 | 47,973 | 1.73 | 50,746 | 1.83 |
| 10 | | | 42,982 | 1.55 | 44,645 | 1.61 | 46,032 | 1.66 | 48,250 | 1.74 | 49,637 | 1.79 | 52,410 | 1.89 |
| 11 | | | 44,923 | 1.62 | 46,864 | 1.69 | 48,250 | 1.74 | 50,469 | 1.82 | 51,855 | 1.87 | 54,628 | 1.97 |
| 12 | | | 47,141 | 1.70 | 49,082 | 1.77 | 50,469 | 1.82 | 52,687 | 1.90 | 54,074 | 1.95 | 56,847 | 2.05 |

5.4 EXTRA-DUTY

1. Percentage based on consecutive years of experience in activity applied to G-3 as charted below except where noted.
2. NOTE: No bargaining unit member who is currently filling an extra-duty position will realize a reduction in pay as a result of these percentages.
3. Tenure shall not apply to any or all special duties as assigned by the Board for which extra pay is defined.

Year 1 (G3-1)

Year 2 (G3-4)

Year 3 (G3-8)

Year 4 (G3-12)

| <i>HEAD COACHES</i> | <i>PERCENTAGES</i> | <i>ASSISTANT COACHES</i> | <i>PERCENTAGES</i> |
|-------------------------------------|---------------------|-------------------------------------|--------------------|
| Baseball | 10% | Baseball (2) | 6% |
| Basketball | 12% | Basketball (2) | 7% |
| Cross Country | 7% | | |
| Football | 12% | Football (2) | 7% |
| Golf | 7% | Golf (1) | 5% |
| Gymnastics | 7% | Gymnastics (1) | 5% |
| Soccer | 9% | Soccer (1) | 6% |
| Softball | 10% | Softball (2) | 6% |
| Swimming | 9% | Swimming (1) | 6% |
| | | Diving (1) | 5% |
| Strength | 6% (1 per season) | | |
| Tennis | 7% | Tennis (1) | 5% |
| Track | 10% | Track (2) | 6% |
| Volleyball | 9% | Volleyball (2) | 6% |
| Wrestling | 12% | Wrestling (1) | 7% |
| Cheerleading | 6% (per season) | Cheerleading (1) | 4% (per season) |
| | | | |
| Faculty Athletic Asst. | 6% (1 per MS Bldg.) | | |
| MS Basketball 7 th Grade | Varies up to 6% | MS Basketball 8 th Grade | Varies up to 6% |
| MS Cross Country | Varies up to 6% | | |
| MS Strength | Varies up to 6% | | |
| MS Track | Varies up to 6% | | |
| MS Volleyball | Varies up to 6% | | |
| MS Wrestling | Varies up to 6% | | |

| | | | |
|-----------------------------|------------------------------------|--|----|
| HS Band Director | 11% | MS Band Director | 6% |
| HS Vocal Music | 6% | MS Vocal Music | 3% |
| | | Elementary Music | 2% |
| HS Dramatics | Varies according to plays produced | | |
| HS Musical (Full Length)** | Head Director | 6% | |
| | Other Director/s | Up to 5% in total | |
| | Choreographer | 1% | |
| | Scenery & Design | 2% | |
| Debate | 6% | | |
| Spring Forensics | 5% | | |
| Senior High Annual | 6% | | |
| Quiz Bowl | 3% per semester | | |
| HS Tech. Coordinator (2) | 3% | MS Tech. Coordinator (1 per bldg.) | 3% |
| HS Pinnacle Coordinator (1) | 3% | MS Pinnacle Coordinator (1 per building) | 3% |
| Elem. Tech. Coordinator | 2% | 1 per building | |
| MS Intramurals | 1% per activity | | |

**Payment for High School musicals (full length) will be agreed in advance of final arrangements for the production. Agreements on pay will be worked out by the High School Principal in consultation with the teachers concerned and reviewed by the Superintendent. In case of a disagreement, final review and rate determination shall rest with the Superintendent.

CLUBS & ACTIVITIES

1. On recommendation of the school principal and approved by the Superintendent.
2. In the event a principal does not recommend the formation of a club, the denial can be appealed to the Superintendent.
3. Tenure shall not apply to any or all special duties as assigned by the Board for which extra pay is defined.

| | | | | |
|--|------------------|--|-------|------|
| Clubs (pay 21 st pay) | 15-25 students | Minimum 9 after school mtgs./50% attendance | 1.20% | 1-G1 |
| Clubs (pay 21 st pay) | 26-50 students | Minimum 15 after school mtgs./50% attendance | 1.75% | 1-G1 |
| Clubs (pay 21 st pay) | Over 50 students | Minimum 20 after school mtgs./50% attendance | 2.35% | 1-G1 |
| Freshman Class Advisor (pay 21 st pay) | | One per class | 1.20% | 1-G1 |
| Sophomore Class Advisor (pay 21 st pay) | | One per class | 1.20% | 1-G1 |
| Junior Class Advisor (pay 21 st pay) | | One per class | 2.40% | 1-G1 |
| Senior Class Advisor (pay 21 st pay) | | One per class | 2.40% | 1-G1 |
| 6 th Grade Camp | | Per season | \$125 | |
| MS Team Leaders | | | 2.25% | 1-G3 |
| HS Departmental Chairs | | 3 or less in Dept. | 1.75% | 1-G3 |
| | | More than 3, but less than 6 in a Dept. | 2.0% | 1-G3 |
| | | 6 or more in a Dept. | 2.25% | 1-G3 |
| The high school principal may select 11 or more chairpersons. Designated chairpersons shall coordinate high school programs and instructional interests. Chairpersons selected shall not be considered executive or supervisory employees. | | | | |
| Mileage | | IRS Allowance | | |

6.1 STUDENT DISCIPLINE

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect of said pupil, upon recommendation of the Superintendent.
- B. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.

6.2 MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement supersedes and cancels all previous written Agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- D. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- F. Copies of this Agreement entitled "Master Agreement between the Grand Ledge Board of Education and the Eaton County Education Association" shall be printed by the Association within thirty (30) days after the Agreement is signed and presented to all teachers, administrators, and Board members. The Board shall pay one-half the cost of contract printing.
- G. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

6.3 LEAST RESTRICTIVE ENVIRONMENT AND MEDICALLY FRAGILE STUDENTS

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member, except a school nurse, shall be required to provide school health services for any student except in an emergency situation.
- C. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

- D. For the purposes of this Article, the term "school health services," shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

7.1 BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and/or the United States, including, but without limitations to the foregoing, the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

8.1 DURATION OF AGREEMENT

This Agreement shall be effective as of August 31, 1999, and shall continue in effect until the 31st of August, 2000.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated this _____ day of _____, 1999.

Attachment A-1

GRAND LEDGE PUBLIC SCHOOLS

SCHOOL CALENDAR 1999-2000

| | |
|-------------------------|--|
| August 26 | Professional Development |
| August 27 | ½ Professional Development - No Students ½ Teacher Work Day |
| August 30 | Students Begin -All Day |
| September 6 | Labor Day - No School |
| November 25 & 26 | Thanksgiving Recess- No School |
| December 20 - January 3 | Holiday Recess - No School |
| January 4 | Classes Resume |
| January 17 | Professional Development - No Students |
| January 21 | Records Day - No Students |
| February 21 | Winter Recess - No School |
| April 3-7 | Spring Recess - No School |
| May 29 | Memorial Day - No School |
| June 8 | Last Student Day |
| June 9 | Teacher Work Day - (½ day Professional Development if necessary) |

181 Student Days; 186 Teacher Days
Act of God days made up at end of the school year.

ADDENDA TO SCHOOL CALENDARS

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum of one hundred eighty (180) days of student instruction as is required by Section 101 of the State School Aid Act. Teachers will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduling shall be accomplished as specified in the School Calendars included within this Agreement.

The parties further agree that this contract provision has been negotiated with the intention of complying with the above provisions of the State School Aid Act and to ensure that the District will incur no loss of State School Aid. Should the State Aid Act be repealed during the term of this Agreement with respect to counting of inclement weather and other days enumerated above, the provisions of Article 1.2 shall become effective. Should the State School Aid Act be modified to require that a limited number of such days be rescheduled, the parties agree to comply with the minimum standards specified in the revised legislation.

- B. Calendar Guidelines - Parent-Teacher Conferences

Elementary and Middle School:

1. Parent-teacher conferences will consist of four (4) one-half day sessions in the fall and four (4) one-half day sessions in the spring.
2. No more than one (1) evening conference session will be held in the fall and no more than one (1) in the spring, except that one (1) additional evening conference may be scheduled in the fall and/or the spring on an individual building basis. Such additional evening conference(s) shall be scheduled only by concurrence of the Building Effectiveness Team and the principal of the particular building(s) involved. If an evening conference is held in the fall of the school year, compensatory time off will be scheduled for the afternoon of the last work day of conference week. If an evening conference is held in the spring of the school year, compensatory time off will be scheduled for the afternoon of the last work day of conference week. One-half (1/2) day of additional compensatory time shall be scheduled for any additional evening conferences that are held. Said additional compensatory time shall be during the same week as the scheduled evening conference.

High School:

1. Parent-teacher conferences will consist of four (4) one-half day sessions in the fall and four (4) one-half day sessions in the spring. No more than two (2) sessions in the fall and two (2) sessions in the spring will be scheduled during the evening except that a third evening conference may be scheduled in the fall and/or spring on an individual building basis. Such additional evening conferences shall be scheduled only by concurrence of the Building Effectiveness Team and the High School Principal. All fall and all spring conferences within a secondary building will be scheduled during the same calendar week.
 2. One (1) evening session in the fall may be a "walk-through" for parents to be held in September. Compensatory time for this evening session shall be scheduled during the fall conference week.
 3. One (1) evening session in the spring may be an "orientation" for 8th and 9th graders who are going into 9th and 10th grades. If this session is held, it will be scheduled during the spring conference week.
 4. High School teachers will be granted one-half (1/2) day of compensatory time during conference week for each evening session that is scheduled. If an evening session is scheduled in the fall of the school year, compensatory time will be scheduled for the afternoon of the last work day of conference week. If an evening session is scheduled in the spring of the school year, compensatory time will be scheduled for the afternoon of the last work day of conference week.
- C. Designated elementary teachers may, at the discretion of the Board, be required to work two (2) extra parent-teacher conference days each year at 1/number of annual teacher work days designated on the school calendar (Attachment A-1) of their annual pay for each day worked. The Board reserves the right to reschedule these days by notifying the Association thirty (30) days ahead of time.
- D. Parent conference schedules will be planned and announced in staff and community publications.

ATTACHMENT "C"

to the
1984-1986 Professional Agreement
between the
GRAND LEDGE BOARD OF EDUCATION
(hereinafter called the Board)
and the
EATON COUNTY EDUCATION ASSOCIATION
(hereinafter called the Association)

MEMORANDUM OF UNDERSTANDING

The Association and the Board agree that the questions regarding seniority are resolved as follows:

1. Do days worked subbing by part-time teachers accrue as additional seniority?
Answer - "NO"
2. Does summer school work accrue as seniority?
Answer - "NO"
3. Does past part-time contracted work as a teacher accrue pro rata seniority?
Answer - "YES"
4. Are days not worked and taken as unpaid leave deducted from a teacher's accumulated seniority?
Answer - "NO," unless the unpaid leave exceeds 90 continuous work days in an academic year, in which case the teacher loses a half year of seniority.
5. Does a guaranteed unpaid leave of absence of 90 work days or more in an academic year accrue as seniority?
Answer - "NO," except as provided in Article 2.6, paragraph L of the Agreement.
6. Do teachers accrue seniority (or did teachers ever accrue seniority) for E.I.P. leaves?
Answer - "NO"

7. Does any kind of unpaid leave count toward seniority?

Answer - "Yes." Effective August 1, 1980, a teacher may request a leave of absence and by requesting that leave saves another teacher from layoff. Under this set of circumstances, the voluntary unpaid leave would accrue as seniority. (See Article 2.5, paragraph L of the Professional Agreement, 1981-1984).

8. When does seniority start to accrue?

Answer - Seniority starts to accrue on the last date of hire and continues to accrue until resignation or discharge. While seniority is not accrued on an authorized leave of absence in excess of 90 continuous work days, said leave does not constitute a break in service that would void previously earned seniority.

The Association and the Board agree that layoffs effective for the 1981-82 school year will be in accordance with the Professional Agreement between the parties and this Memorandum of Understanding.

The initial seniority list established by the Board shall be subject to discussion and/or correction for thirty (30) calendar days after delivery to the Association. Any corrections and/or deletions shall be instituted during this thirty (30) calendar day period. At the end of the thirty (30) calendar days, the seniority list shall be the official seniority list. The Association and the Board hereby waive the right to make retroactive changes in the status of any individual teacher's seniority.

Jeanne Peterson 11/20/84
President Date

RoseAnn Hewson
For the Association

10/16/84

Date

Robert Bouck 11/20/84
Vice President Date

Barry Stearns 11/20/84
Secretary Date

Jean Hornung 11/20/84
Treasurer Date

Joseph LaRosa 11/20/84
Trustee Date

David Smith 11/20/84
Trustee Date

Carl Malkewitz 11/20/84
Trustee Date

LETTER OF AGREEMENT

Combined grade classes composed of twenty-eight (28) students in grades 1-2 shall receive four (4) hours of aide time under Article 2.9.

For the Board

David H. Layle

August 6, 1998

Date

For the Association

Susan Doll

August 6, 1998

Date

LETTER OF AGREEMENT
Between
GRAND LEDGE PUBLIC SCHOOLS BOARD OF EDUCATION
And
GRAND LEDGE EDUCATION ASSOCIATION/ECEA/MEA

For the 1999-2000 school year only, the regular paychecks for the pay date which falls during the Holiday Recess, shall be mailed by December 21, 1999. Teachers wishing to pick their checks up may do so on December 22, provided they have given advance written notice to the Business Office at Sawdon. Checks on this payroll will be dated December 22, 1999.

FOR THE DISTRICT

FOR THE ASSOCIATION

Date: _____

Date: _____

LETTER OF AGREEMENT
Between
GRAND LEDGE PUBLIC SCHOOLS BOARD OF EDUCATION
And
GRAND LEDGE EDUCATION ASSOCIATION/ECEA/MEA

Any teacher who has not otherwise fulfilled the professional development requirements set by the State of Michigan (three days for 1999-2000) shall complete ½ day of professional development on June 9, 2000, as is designated on the 1999-2000 School Calendar.

FOR THE DISTRICT

FOR THE ASSOCIATION

Date: _____

Date: _____





