

6/30/99

1401

# **MASTER AGREEMENT**

## **1996 - 1999**

**between  
the**

### **GREENVILLE EDUCATION ASSOCIATION**

**and**

### **GREENVILLE BOARD OF EDUCATION**

*Greenville Public Schools*

## TABLE OF CONTENTS

		Page No.
<b>Article I</b>	<b>Recognition</b> .....	1
<b>Article II</b>	<b>Association and Teacher Rights</b> .....	2, 3
	Agency Shop	
	Use of Building	
	Posting or Distributing Materials	
	Information to be Furnished	
	Civil Rights Provision	
	Rights of Citizenship	
	Wearing Association Insignia	
	Code of Ethics	
	Individual Grievances	
	Possible Safety Hazards	
	School Social Workers	
<b>Article III</b>	<b>Board and Administration Rights</b> .....	4
<b>Article IV</b>	<b>Professional Behavior</b> .....	5
	Professional Conferences	
	Professional Representatives	
	Teacher Discipline	
<b>Article V</b>	<b>No Interruption of Education</b> .....	6
<b>Article VI</b>	<b>Professional Qualifications and Assignments</b> .....	7
	Outside Teaching Field	
	Transfer and Changes	
	Extra Assignments	
	Mentor Program	
<b>Article VII</b>	<b>Vacancies and Promotions</b> .....	8
	Posting of Vacancies	
	Qualifications of Teachers	
	Transfers	
	Promotions	
<b>Article VIII</b>	<b>Necessary Reduction in Personnel</b> .....	9, 10, 11
<b>Article IX</b>	<b>Teaching Hours</b> .....	12, 13, 14
	Length of Day	

<b>Article IX</b>	<b>Teaching Hours (continued)</b>	
	Lunch Periods.....	12, 13, 14
	Other Meetings	
	Release Time	
	Bad Weather	
<b>Article X</b>	<b>Class Load</b> .....	15, 16, 17
<b>Article XI</b>	<b>Teaching Conditions</b> .....	18
	Materials and Equipment	
	Facilities for Teachers	
	Parking Facilities	
	Telephone Facilities	
<b>Article XII</b>	<b>Health Examinations and Inoculations</b> .....	19
<b>Article XIII</b>	<b>Teacher Evaluations</b> .....	20
	Probationary Teacher	
	Evaluation Monitoring	
	Written Evaluations	
	Teacher Review of File	
<b>Article XIV</b>	<b>Student Discipline and Teacher Protection</b> .....	21, 22
	Classroom Discipline	
	Preventative Discipline	
	Student Misbehavior	
	Suspensions	
	Assault	
	Lost Time	
	Personal Loss Reimbursement	
	Parent Complaint	
<b>Article XV</b>	<b>Compensable Leaves</b> .....	23, 24, 25, 26, 27
	Sick Leave	
	Bereavement Leave	
	Jury or Court Leave	
	Personal Leave	
	Maternity Leave	
	Leave for Civic Responsibilities	
	Association Business Leave	
	Sabbatical Leave	

<b>Article XVI</b>	<b>Unpaid Leaves</b> .....	28, 29, 30, 31
	Leave of Absence	
	Military Leave of Absence	
	Maternity Leave or Child Care	
	Leave Without Pay	
	Short Periods of Unpaid Leave	
	Conditions	
	Return After Approved Leave	
	Family Medical Leave Act	
<b>Article XVII</b>	<b>Professional Compensation</b> .....	32, 33, 34
	Special Circumstances	
	Outside Experience	
	Contract Salaries	
	Longevity Pay	
	Terminal Pay	
	Insurance	
	Mileage	
	BA+30 and BA+40 Semester Hours	
	Masters Degree in Social Work	
	Teachers Substituting During Prep	
<b>Article XVIII</b>	<b>Membership Fees and Payroll Deductions</b> .....	35, 36
	Authorized Deductions	
	Credit Union	
	Association Fees	
	Notification by Association	
	Pay Days	
	Withholding Tax	
<b>Article XIX</b>	<b>School Calendar</b> .....	37, 38
	Number of Days	
	Years Covered	
	Inservice Schedules	
<b>Article XX</b>	<b>Professional Grievance Procedure</b> .....	39, 40, 41
	Selection of Arbitrator and Arbitration Procedure	
	Arbitration Costs	
	Time Limitation	
	Emergency Meeting	
	Summer Time Limit	

Article XXI	School Improvement.....	42
Article XXII	Negotiation Procedures.....	43
Article XXIII	Miscellaneous Provision .....	44
Article XXIV	Duration of Agreement .....	45

#### APPENDICES

Appendix A	Perpetual School Calendar .....	46
Appendix B-1	1996-97 School Calendar.....	47
Appendix B-2	1997-98 School Calendar.....	48
Appendix B-3	1996-97 Salary Schedule .....	49
Appendix C	Coaches Salaries.....	50, 51, 52
Appendix D	Teachers Supplemental Salaries.....	53, 54
Appendix E	Insurance Benefits.....	55, 56
Appendix F	Teacher Mentor Program.....	57, 58
<b>Letter of Understanding:</b>		
	Health Insurance Benefits .....	59
<b>Letter of Understanding:</b>		
	Teaching Hours Pilot Project.....	60
<b>Letter of Understanding</b>		
	Insurance Coverage Change .....	61
<b>1997/98 Economic Agreement</b> .....		62

## AGREEMENT

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

### ARTICLE I RECOGNITION

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

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

ARTICLE II  
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan, of the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, nor his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

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

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

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

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

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

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

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

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

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

L. School Social Workers shall serve a two (2) year probationary period. A third year may be granted at the discretion of the Board. Upon completion of a satisfactory probationary period, such employee may not be discharged without just cause.



ARTICLE III  
BOARD AND ADMINISTRATION RIGHTS

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

## ARTICLE IV PROFESSIONAL BEHAVIOR

A. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet as required with children, parents and/or consultants.

B. The Association recognizes the existence of all Board policies regarding a teacher's duties. The weekly time schedule which states the time to be devoted to the various parts of the curriculum shall be followed as closely as possible by all teachers.

C. The Board agrees to provide upon application the necessary funds for teachers attending select professional conferences when such attendance is approved by the administration. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.

D. The Board of Education believes that appropriate dress on the job is important. Proper attire is a visual communication to the students and the public that instructional employees view themselves as professionals and that they take their job of educating students seriously.

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

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

E. A teacher who shall have allegedly committed a breach of discipline in his/her professional behavior shall at all times be entitled to have present on request his/her building representative or such other Association representative who is readily available when he/she is being reprimanded, warned or disciplined for such infraction.

F. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the Professional Grievance Procedure through Step 3. All information forming the basis for disciplinary action will be made available to the teacher and the Association. Adverse evaluations shall not be subject to the Grievance Procedure but shall be handled as provided in Article XIII, Sections C and D.

ARTICLE V  
NO INTERRUPTION OF EDUCATION

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

ARTICLE VI  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

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

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

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

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

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

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

ARTICLE VII  
VACANCIES AND PROMOTIONS

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

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

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

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

ARTICLE VIII  
NECESSARY REDUCTION OF PERSONNEL

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

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

C. The Board shall maintain an up-to-date seniority list and shall furnish updated copies of the list to the Association president upon request. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. The order of seniority as of June 30, 1984, shall not be altered. Any new hires after June 30, 1984, having the same starting date shall be considered to have equal seniority.

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

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

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

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

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

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

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

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

1. Qualified by virtue of either:

a. Having taught in Greenville Public Schools in the last six (6) school years either a course in the subject matter area in the middle or high school or a grade in the elementary school (K-5) for at least one (1) semester, or

b. Having a minimum of thirty (30) semester hours or a major in such field.

2. The length of continuous service, beginning with the person with the greatest length of such service.

3. Should seniority become a factor in making layoffs or recalls, the Board's selection for layoff or recall among those teachers with equal seniority shall not be subject to the Grievance Procedure.

F. Probationary teachers shall be laid off first, except where no tenure teacher is qualified to fill the position. To be qualified under this section, a teacher must:

1. Be properly certified by the State of Michigan.

2. If assigned to the seventh (7th) or eighth (8th) grade, teach in his/her major or minor field of specialization.

G. Any person not assigned to a teaching position by means of the foregoing procedure shall be laid off, provided, however, that the laid off person has less seniority than those assigned in Section E. A teacher shall be given thirty (30) days notice of layoff prior to opening of school, and three (3) weeks during the school year, except when a millage election is being held. A minimum of two (2) weeks notice shall be given following a millage election.

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

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

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

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

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

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

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

M. A teacher who was laid off under the above provisions and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following condition:

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



## ARTICLE IX TEACHING HOURS

A. The full-time teacher's day consists of seven and one-half (7-1/2) hours, including a lunch period, provided, however, that each Building Administrator may schedule secondary teachers to remain one-half (1/2) hour later for faculty meeting one (1) time each week. Each secondary teacher shall remain available at his or her normal teacher station for at least fifteen (15) minutes and elementary teachers ten (10) minutes after the dismissal of school each day to provide consultation or extra help for students. Each teacher shall be entitled to leave the building on the last work day of the week ten (10) minutes after the dismissal of school in his or her respective building.

B. The full-time teacher's day shall begin at 7:30 a.m., for secondary teachers and 8:00 a.m. for elementary teachers, provided, however, that in emergency situations or circumstances, such as space shortages or financial conditions, these hours may be changed. The Association will be notified of any plan to modify the work day should the above emergency situations exist.

C. All elementary teachers shall have from 8:00 a.m. to 9:00 a.m. for planning time and will receive additional released time when students are receiving instruction in special areas such as music, physical education, art, etc., except where special circumstances require their presence. Elementary staff meetings are recommended to be held weekly between 8:00 a.m. and 9:00 a.m.

1. Teachers shall meet their students at 9:00 a.m., to start the students' day of 9:00 a.m. to 3:20 p.m., less afternoon recess and lunch. Elementary teachers will not be required to supervise outside recess periods, provided that a schedule will be developed in each elementary building for a teacher or teachers to work with the building aides in supervising those students who remain in the building during inclement weather. In the event that the future financial condition of the District makes it necessary to curtail or eliminate non-teacher supervision of outside recess periods, elementary teachers will be allowed relief time of at least fifteen (15) minutes to be taken during the recess or other periods when their presence in the classroom is not required.

2. Students will not enter the building before 9:00 a.m. However, when inclement weather requires K-5 students to enter the building early, students will be permitted into the classroom and a schedule will be developed by the principal providing for aide supervision of the students with the cooperation of the teachers.

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

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

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

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

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

Early release time for Professional Development may be granted upon the recommendation of the Assistant Superintendent and the approval of the Board of Education. The District School Improvement Team and/or the District Curriculum Committee will assist the Assistant Superintendent in determining release dates for Board approval. Normal professional development time will be 3-1/2 hours per occasion.

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

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

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

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

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

1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled at the end of the school year or on day(s) mutually agreed upon by the Association and the Board of Education to insure that there are a minimum of 181 days of actual student instruction. Employees will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

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

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

3. Teachers will not be charged a paid leave day (sick leave, bereavement, personal business, etc.), if school is closed because of inclement weather provided the teacher's leave day was previously arranged with the intention to return the day after the inclement weather day(s) or the teacher was in attendance the school day prior to the inclement day(s).

ARTICLE X  
CLASS LOAD

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

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

<u>Grades K-1</u>	<u>Grades 2-4</u>	<u>Grade 5</u>
28	29	30

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

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

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

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

c. The maximum number of students in the following laboratory classes shall not exceed 140 students for a five (5) period classroom teaching day. If a teacher has fewer than five (5) classroom teaching periods, then the maximum number of students in the laboratory classes shall be 28 or 30 as the case may be:

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

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

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

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

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

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

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

B. Exceptions to the preceding class sizes may be made by agreement between the principal and the teacher involved and written notification to the Building Representative. Additional one-half (1/2) hour aide time shall be provided at the request of the K-5 teacher for every student over the limit in Paragraph 1.

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

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

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

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

Half-time or greater = 1.0  
Less than half-time but over one (1) hour = 0.5  
Examples:  $0.5 + 0.5 = 1.0$  student  
(0.5 is not rounded up)

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

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

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

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

ARTICLE XI  
TEACHING CONDITIONS

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

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

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

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

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

ARTICLE XII  
HEALTH EXAMINATIONS AND INOCULATIONS

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



ARTICLE XIII  
TEACHER EVALUATION

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

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

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

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

ARTICLE XIV  
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Good order and discipline are necessary for effective teaching. While each teacher is responsible for maintaining such an atmosphere in each of his/her classes, the Board recognizes that, through its administration, it must support its teachers in taking all reasonable actions to maintain proper classroom order, and it agrees to do so. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. It will take reasonable steps to relieve the teacher of responsibilities with respect to such student according to the current Board or administration policy.

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

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

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

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

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

G. If in the performance of his/her regular or assigned teaching duties, a teacher, without negligence on his/her part, shall suffer damage to his/her clothing or other personal property, which has been approved by and registered with the building principal, reimbursement of at least Ten Dollars (\$10) but not more than Two Hundred Dollars (\$200) shall be made subject to the following:

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

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

3. If the teacher is unable to secure recovery from an alternate source, or if recovery from a teacher's personal insurance carrier will cause the teacher to suffer a demonstrable change in coverage and a resultant financial loss or damage, the Board will reimburse the teacher for damaged property to the extent of its depreciated value at the time of the damage, but only up to the Two Hundred Dollars (\$200) limit as set forth above.

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

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

ARTICLE XV  
COMPENSABLE LEAVES

A. Sick Leave

1. At the beginning of each year, each teacher shall be credited with ten (10) days which may be used in the event the teacher must be absent from duty because of his or her illness. Of these ten (10) days, no more than five (5) days per school year may be used when required by the serious illness or injury of the teacher's spouse, child, parent or a significant other non-related person who has been a member of the teacher's household for a continuous period of at least two (2) years. No more than two (2) such days per occasion may be used to provide home attention for such spouse, child, parent or significant other person. A teacher may use a day of personal leave when required for a third (3<sup>rd</sup>) consecutive day of home attention for such illnesses.

Should the spouse, child, parent or significant other person's illness or childbirth require hospital or clinic attention, then the teacher may use consecutive family illness days with the approval of the Superintendent. Should the spouse, child, parent or significant other person's illness require doctor's office attention or home care as directed in writing by a physician, the teacher may use up to three (3) consecutive family illness days per occasion. At the discretion of the Superintendent, up to an additional five (5) days may be granted or in extreme medical family circumstances, a paid leave based on accumulated sick leave, not to exceed ten (10) additional days, may be requested and granted at the discretion of the Superintendent. The teacher will reimburse the district for the substitute pay for any of the ten (10) additional days granted.

In the event a first year teacher uses their entire ten (10) days of sick leave before the end of the school year, up to ten (10) additional days may be borrowed against the days they would accumulate in their second year of teaching. If a teacher leaves the system before the completion of the second year, they shall have the value of such excess days used deducted from his/her last paycheck.

2. Any days not so used in one (1) year shall be accumulated up to a maximum of 200 days. A teacher who fails to complete a school year and who has previously used more of the sick leave days attributable to that year than he would have accrued at the rate of one (1) day per full month of service, shall have the value of such excess days used deducted from his/her last paycheck. If a teacher who has accumulated 200 days of sick leave as of the beginning of the school year uses more than ten (10) days of sick leave that year, only the days used that year in excess of ten (10) shall be charged against his/her previously accumulated sick leave of 200 days.

3. A middle school/high school teacher who desires to use a sick leave day must notify the Central Administration Office as soon as possible that he/she will be absent and in no case later than 6:30 a.m., on the day of absence. An elementary teacher will notify the Central Administration Office no later than 7:00 a.m., on the day of an absence. These times will be adhered to except in the event the teacher has become ill after having begun teaching that day. Such notice shall indicate whether the absence is on account of the illness of the teacher, spouse, child, parent or significant other person in his/her household. If sick leave is used improperly, it will result in loss of salary for the day.

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

5. Notice of the number of sick days granted and accumulated shall be given to each teacher at the beginning of each school year.

B. Bereavement Leave.

1. A teacher shall be allowed the following days of bereavement leave with pay when his/her absence on days of employment are required which shall not be changed to sick leave:

- |   |                                   |
|---|-----------------------------------|
| - Death of the teacher's spouse, child*, step-child, parent or step-parent.   | Up to five (5) days per occasion  |
| - Death of the teacher's grand-parent, brother, sister, or mother/father-in-law, or of a significant other non-related household person described in paragraph A-1. | Up to three (3) days per occasion |
| - Death of other relative   | Up to one (1) day per occasion    |
| - Death of a friend   | Up to one (1) day per year        |

\* A child for the purpose of this Agreement shall be defined according to current State law. Present law states that a fetus of 20 weeks gestation and 400 grams in weight requires a death certificate and that funeral or cremation arrangements be made.

2. In the event more days of each type of leave (except death of a friend) must be taken in any year, such excess days shall be charged against the teacher's accumulated sick leave days. A maximum of one (1) paid sick leave day can be used per year for the death of a second (2nd) friend after the one (1) bereavement day has been used. One (1) or two (2) unused personal business days may be used in the case(s) of the death(s) of a third (3rd) or fourth (4th) friend. Unused bereavement days shall not be accumulated.

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

#### D. Personal Leave.

Each teacher will be allowed up to three (3) days of personal leave with pay per year, non-accumulative. The first two (2) days would have zero (0) deduction for substitute pay and the third would be deducted for one-half (1/2) of the cost of the substitute teacher. Such leave must be requested in writing at least three (3) working days in advance from the building principal. No more than six (6) teachers from the entire district and no more than 10 percent of the teachers from any particular building will be on such leave at any one (1) time. The foregoing advance notice requirement, maximum number of teachers permitted to be absent at any one (1) time, and the deduction provisions shall not apply if the teacher takes a personal day on an inclement weather day. Personal leave granted for the days immediately before or after any holiday, vacation period, first and last student day of the school year, sick or maternity leave will be docked the full top substitute teacher pay for that day.

#### E. Maternity Leave.

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

#### F. Leave for Civic Responsibilities.

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

#### G. Association Business Leave.

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

#### H. Sabbatical Leave.

A sabbatical leave of absence for advanced study in an accredited program of a college or university for a period not to exceed one (1) year may be granted to any person employed by the District upon recommendation of the Superintendent of Schools and subject to the approval of the Board, when the professional competence of such person and the general welfare of the Greenville Public Schools will be benefited.

The conditions and requirements for such leave are:

1. The applicant must hold a valid Michigan teaching certificate. The application for leave shall identify the details of the proposed course of study and state why such study would be of benefit to his or her professional competence and the general welfare of the District.

2. The applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee of the District.

3. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.

4. A stipend of one-half (1/2) of the applicant's base salary for the year prior to the year of leave shall be paid for a one (1) year period of sabbatical leave. One-half (1/2) of the cost of the insurance benefits will also be paid.

5. The applicant must agree to return to the employ of the District for three (3) years or repay all amounts paid by the Board on his/her behalf during the leave.

a. In the event the applicant completes only one (1) year of service following the sabbatical, he/she shall repay the Board two-thirds (2/3) of such amount.

b. In the event the applicant completes only two (2) years of service following the sabbatical, he/she shall repay the Board one-third (1/3) of such amount.

c. At the time leave is granted, applicant shall sign a promissory note payable to the District reflecting the above repayment obligation.

6. No more than one (1) employee of the District shall be absent on sabbatical leave at any one (1) time.

7. The Sabbatical leave will automatically be terminated should the grantee be placed on a probationary academic status by his/her college or university.

8. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing a teacher qualified to assume the applicant's duties for the temporary period of absence.

9. Payment to a teacher on sabbatical leave shall be made in accordance with the usual provisions made by the Board for payment of salary to other members of the professional staff, except that upon the teacher's request, the Business Office shall mail the employee's check to any designated bank for deposit therein in the teacher's account.

10. A term of sabbatical leave shall entitle a teacher to any salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.

11. The applicant upon return from a sabbatical leave shall be restored to his/her former classroom teaching position or one (1) of comparable status.



ARTICLE XVI  
UNPAID LEAVES

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

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

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

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

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

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

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

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

F. Requests for short periods of unpaid leave during the school year for the primary purpose of vacation, travel or recreation normally will not be granted. In cases where special circumstances are involved, such requests may, however, be granted only once during a school year, and on the condition that the applicant reimburse the Board for one

(1) day of pay for a substitute teacher's lead-in time (or its equivalent), in the case of absence of two (2) days or less and two (2) days of substitute teacher's lead-in time (or its equivalent) for absence of three (3) days or more. A day of substitute pay (or its equivalent) will also be deducted for the eighth (8th) and each additional day of such absence. Denial of any application for such leave will not be subject to the Grievance Procedure.

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

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

I. The Family Medical Leave Act entitles employees with at least 1,250 hours of service during the previous twelve (12) month period up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for one of the following:

1. Birth or care of a child.
2. Child adoption or foster care.
3. Care of spouse, son, daughter, or parent if such individual has a serious health condition.
4. Serious health condition of the employee which disables him/her from performing the functions of his/her position. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.).

Where the employer and employee agree, leave may be taken intermittently or on a reduced leave schedule in the event of the birth of a child, adoption, or foster care of a child. Employees, however, have a right to take leave on an intermittent or reduced leave schedule (half days) when medically necessary to care for a spouse, child or parent who has a serious health condition, or if the employee has a serious health condition. In both cases, the taking of such leave results in a total reduction of the twelve (12) weeks only by the amount of leave actually taken. If an employee requests intermittent leave, or leave on a reduced schedule, that is foreseeable based on planned medical treatment, the employer

may require such employee to transfer temporarily to an available alternative position provided the employee has equivalent pay and benefits and this position better accommodates recurring periods of leave than the regular employment position of the

employee. Where leave is necessitated by the serious health condition of the employee or family member which is foreseeable based on planned medical treatment, the employee must give at least thirty (30) days notice (except if treatment requires earlier leave) and shall schedule the treatment so as to not disrupt unduly the employer's operations.

An employee can elect, or the employer may require the employee to substitute any accrued paid vacation leave, medical or sick leave, personal leave or family leave for leave under the Act. Nothing requires that the employer provide paid sick or medical leave.

In the event of spouses employed by the same employer, the aggregate number of work weeks of leave to which both are entitled is limited to twelve (12) work weeks during any twelve (12) month period, except due to the serious health condition of the employee him/herself.

Employers may require employees to provide medication certification by a doctor of the eligible employee or family member, including the date the serious health condition began, probable duration, appropriate medical facts regarding the condition, a statement that the eligible employee is needed to care for the family member, and an estimate of the amount of time needed for such care. In the event of the employee's own illness, a medical statement is required that the employee is unable to perform the functions of the position of the employee. The employer (at its expense) may require the employee to obtain the opinion of a second health care provider and, in the event of a conflict, the opinion of a third health care provider whose decision is final and binding. The employer may also require the eligible employee to obtain subsequent recertifications on a reasonable basis.

At the end of a leave under the Act, the employee is entitled to be restored to the position held when the leave commenced or restored to an equivalent position with equivalent benefits and pay. The employer is required to maintain coverage under any group health plan for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. However, an employee is not entitled to the accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment to which the employee would have been entitled had the employee not taken the leave. In the event an employee takes a leave for his/her own medical condition, the employer may have a uniformly applied practice or policy that requires the employee to provide a certificate from his/her health care provider that the employee is able to resume work.

The employer may recover the premiums paid for maintaining health coverage under a group health plan during the period of the leave in the event an employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return is for a reason other than:

1. The continuation of reoccurrence or onset of a serious health condition that entitles the employee to leave because of his/her own illness or that of a family member.
2. Other circumstances beyond the control of the employee.

Additionally, the Board will comply with other requirements as stipulated by the Act.

ARTICLE XVII  
PROFESSIONAL COMPENSATION

A. The salaries and other compensation of teachers covered by this Agreement are set forth in the appendices which are attached hereto and incorporated in this Agreement.

B. The salary schedule shall be both a minimum and a maximum except as elsewhere expressly provided in this Agreement.

C. The Board and Association recognize that special circumstances are involved in the hiring and retention of certain teachers with special training. Therefore, it is agreed that the Board after consultation with the Association may compensate such teachers up to Five Hundred Dollars (\$500) above the salary schedule when necessary in order to fill such positions. All teachers with the same special training shall receive the same compensation above the schedule on a prorated basis.

D. The Board may allow new teachers credit on the salary schedule for their full years of prior teaching experience up to six (6) years and one (1) year of credit for each further two (2) years of such experience up to a maximum of one (1) year less than the top step of the salary schedule. The Board will notify the President of the Association should any deviation in credit from prior teaching experience be made.

E. All contracts or salary statements shall be drawn on the appropriate degree schedule and salary step according to the following criteria:

1. A teacher who qualifies for a higher degree or salary by the beginning of the school year will be re-issued a salary statement upon presentation of the necessary information. It is the responsibility of the teacher to file an up-to-date transcript or other necessary supporting information with the Superintendent in August.

2. Part-time teachers shall be paid on the appropriate salary step on a prorated basis. In the case of secondary teachers, the compensation formula shall be:

$$\frac{\text{No. of daily teaching periods}}{7} + \frac{\text{No. of daily teaching periods}}{6} \times \frac{1}{6} \times \text{Full-time Salary Step}$$

3. A teacher must work, or be on an approved paid leave of absence, 51 percent of the work days in a semester to earn that semester for advancement on the salary schedule.

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

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

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

1. If a teacher leaves Greenville and is rehired, the teacher shall retain their prior Greenville teaching experience for longevity purposes after a five (5) year rehire period.

2. In order to qualify for the initial longevity step (15), a teacher must have earned five (5) semester hours of college credit in addition to the State requirements for a continuing certificate. Two (2) of the semester credits may be earned during the seventh (7th), eighth (8th), and ninth (9th) step of the salary schedule and a minimum of three (3) semester credits must be earned between the tenth (10th) step through the fourteenth (14th) steps.

3. In order to qualify for subsequent longevity steps, a teacher must earn an additional five (5) semester hours of college credits prior to each longevity step increase, preferably between subsequent longevity steps. All credits must be graduate credits or related to the teacher's teaching assignment.

4. If a teacher completes the required number of semester hours of credit to qualify for a longevity step prior to the beginning of the second (2nd) semester, he/she shall be paid one-half (1/2) of the percentage for the approximate longevity schedule, and the contract will be adjusted accordingly in the second (2nd) semester.

5. State Board approved Professional Development Programs or activities that will award credits as State Board Continuing Education Units (SB-CEU's) may be used to fulfill partial longevity credit requirements under the following conditions:

a. Written approval from the Superintendent is required prior to participating in the workshop or class. (Two weeks notice is customary.)

b. For longevity advancement, fifteen (15) SB-CEU's or Greenville CEU's will be equivalent to five (5) semester hours of college credit. Requirements for applying SB-CEU's to initial and subsequent longevity steps will be under the same timelines as specified in F. 1-4 above.

c. The verification of SB-CEU's taken and the subsequent submission to the Superintendent of the successful completion of approved workshops and/or classes is the responsibility of the teacher.

G. In appreciation for services to the school district, a severance payment of Forty-Five Dollars (\$45) for each year of service in the District will be paid upon retirement

provided the teacher shall have been employed in the School District for at least twenty (20) years. Consecutive years of service are not required.

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

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

J. Teachers who currently have BA+30 semester hours of credit will receive Six Hundred Dollars (\$600) BA+30 compensation. Teachers who currently have BA+40 semester hours of credit will receive Eight Hundred Dollars (\$800) BA+40 compensation.

Credits earned beyond the BA+20 must be approved by the Board. Current credits earned will be grandfathered for existing staff.

Credits can be earned before a teacher reaches the fifth (5th) step of the salary schedule, but compensation for these new levels will not be paid until the teacher reaches the fifth (5th) step of the salary schedule. Teachers in these categories who qualify for longevity pay will be paid on the BA+20 longevity level.

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

L. Teachers on prep time may be requested to substitute teach in another classroom. The decision to serve as a substitute teacher is voluntary and may be rejected by the teacher. Compensation for such substitute teaching shall be pro-rated on the basis of substitute pay.

ARTICLE XVIII  
MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. On or before October 1 of each year, a teacher shall give the Board a signed authorization to deduct amounts from his/her salary for any of the following purposes which he/she elects; insurance contributions, annuities or credit union. Up to three (3) changes in such deductions may thereafter be authorized during the ensuing year with the exception of annuities which may be changed only once per year.

B. Credit union contributions shall be deducted in equal amounts from each paycheck, insurance contributions from the second (2nd) paycheck and annuity contributions from the first (1st) and second (2nd) paycheck of each month. United Fund contributions will be deducted in ten (10) equal amounts from each check beginning approximately November 1 of each year. Deductions for other purposes may be agreed upon by the Board and the Association.

C. The regular annual dues of the Association, MEA, NEA, and representation fees shall be deducted in eight (8) equal monthly installments from the first (1st) regular salary check of each month beginning in October, and remitted to the Association accompanied by a list of teachers from whom the deductions have been made. Dues and representative fee deductions from teachers employed after the commencement of the school year shall be appropriately prorated on the basis of one-eighth (1/8) of the annual dues or representation fee for each month between the time of employment and the following June. Written authorization for such dues and representation fee deductions shall continue in effect from year to year unless revoked in writing within fifteen (15) days after ratification of this Agreement or thereafter during the month of July.

D. The Association shall give written notification to the Business Office of the amount of its regular dues and those of the MEA and NEA which are to be deducted from teachers' salaries in that school year under such authorization. The amounts of such deductions shall not be subject to change during the entire school year.

E. Teachers' annual salaries shall be paid in 26 equal payments with payroll checks issued every other Friday. If a need arises, individual teachers can request in writing (between April 1 and May 15) that a portion of, or the balance of their earned annual salary (less the amount required to make all authorized withholding), be paid in the next regular pay period after the end of the school year.

1. Teachers approved under the option indicated above will receive their first (1st) paycheck for the succeeding school year on the second (2nd) Friday after they would otherwise have received their final check for the preceding school year.

2. Payroll deductions (except for appropriate insurance deductions) will not be withheld during the summer if the balance of earned annual salary is taken in a lump sum. However, should the annuity company or credit union allow lump payment, the deduction shall be made at the time the balance of earned annual salary is paid.

3. Teacher's annual salaries may be paid in 21 equal payments with payroll checks issued every other Friday during the school year. The teachers' contribution for a

health insurance plan shall be deducted from the last pay in June. Other appropriate payroll deductions may be handled as mentioned in a lump sum payment above.

F. Withholding tax statements showing the number of dependents claimed by each teacher shall be on file by the end of the pre-school conference. If no such statement is on file by that time, the Board will assume the teacher claims no dependents.



ARTICLE XIX  
SCHOOL CALENDAR

A. The school work year shall not be less than 183 or longer than 188 days of contractual obligation. New teachers have two (2) additional days of orientation. Due to school closing and as required by State law, student instruction days will be made up to a maximum of 181 student instruction days as required by the Master Agreement. The Board, no later than its May regular board of education meeting, will determine that all required student instruction days will be rescheduled at the end of the school year. The school calendar(s) is set for in Appendix A, which is attached hereto and incorporated in this Agreement.

B. Regardless of the length of this Agreement, the basic school calendar for the period covered by this Agreement, and for the year immediately following, shall be set forth in Appendix A.

C. Normally no more than a one-half (1/2) day of inservice shall be scheduled at the beginning of the year, however, it may be desirable on occasion to schedule up to one (1) full day of inservice at the beginning of the year, plus two (1) half-days of inservice training during the school year, which days are to be scheduled at the administration's discretion, depending upon the number of inclement weather days, the availability of inservice speakers, and other such reasonable factors. In addition, parent-teacher conferences will ordinarily be scheduled for the year at the administration's discretion in accordance with the following:

<u>Grades</u>	<u>Conference Days</u>	<u>Planning Days</u>	<u>Release Time</u>
K	3	2	1/2 day P.M.
Y-5	2	1-1/2	1/2 day P.M.
1-5, T-1	1-1/2	1	1/2 day P.M.

The conference week schedule for the middle and high school will be:

Monday	Students all day
Tuesday	Students all day
Wednesday	Students dismissed at 10:30 a.m. MS and HS afternoon conferences from 1:00 to 3:30 p.m. MS evening conference from 6:00 to 8:00 p.m. No high school evening conference.
Thursday	Students dismissed at 10:30 a.m. MS and HS afternoon conferences from 1:00 to 3:30 p.m. HS evening conference from 6:00 to 8:00 p.m. No middle school evening conference.
Friday	Students dismissed at 10:30 a.m.

Teachers dismissed

The evening conference time can be alternated between buildings depending on circumstances. The conference schedule will be evaluated after the 1993 conferences.

ARTICLE XX  
PROFESSIONAL GRIEVANCE PROCEDURE

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

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

A. STEP ONE

Any teacher or group of teachers (or the Association at the request of a teacher or group of teachers) having a grievance shall discuss the matter with the principal of the building involved within five (5) school days after the event occurs. If the principal is absent from work and such absence prevents the discussion, the discussion must then take place within two (2) school days following the principal's return. The Association building representative may be present at this discussion. In the event this discussion does not resolve the matter satisfactorily, the grievance shall be reduced to written form at that time with the principal's written denial of the grievance and forwarded to the Chief Administrative Officer of the school district or his/her designated representative with a copy to the Association for action at Step Two.

B. STEP TWO

Within five (5) school days after receipt of the written grievance by the Chief Administrative Officer, a meeting shall be held between the grievant and the Chief Administrative Officer or his/her designated representative in an effort to resolve the grievance. The Association building representative may be present at this meeting. If the matter is not satisfactorily resolved at Step Two, the Chief Administrative Officer or his/her designated representative shall deny the grievance in writing within five (5) school days after the conclusion of the meeting, and it may then be transmitted to the Secretary of the Board by the grievant within five (5) school days after receipt of the written response with a request for action at Step Three.

C. STEP THREE

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

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

#### D. STEP FOUR

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

#### E. SELECTION OF ARBITRATOR AND ARBITRATION PROCEDURE

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

#### F. ARBITRATION COSTS

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

#### G. TIME LIMITATION

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

#### H. EMERGENCY MEETINGS

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

I. SUMMER TIME LIMITS

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

ARTICLE XXI  
SCHOOL IMPROVEMENT

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

ARTICLE XXII  
NEGOTIATION PROCEDURES

A. During the negotiations leading up to this Agreement, each party had the right to make proposals and bargain on all bargainable matters. This Agreement contains the entire agreement of the parties. During its life, each party therefore agrees that the other will not be required to engage in further bargaining on any matter, whether covered herein or not, except for matters which are subject to the Professional Grievance Procedure. Matters of concern may be discussed through the ongoing collaborative bargaining process and any agreement which results may become a part of this Agreement by mutual agreement of the parties.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. There shall be three (3) signed copies for purposes of record, one (1) to be retained by the Board, one (1) by the Association, and one (1) by the Superintendent. A copy of this Agreement shall be given to all teachers.

D. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional negotiation, including arbitration, shall be released from regular duties without loss of salary or benefits when such negotiation or arbitration is held during the school day at the request of the Board.

ARTICLE XXIII  
MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations or practices of the Board or terms of any teacher's individual contract heretofore in effect to the extent they are contrary to or inconsistent with its terms. A copy of this Agreement shall be furnished at Board expense to all teachers now or hereafter employed.

B. If any provision of this Agreement or its application to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any teacher who is not re-appointed to an extra-duty position will, upon request, be given an opportunity to appear at a Board meeting to discuss and review such matter. Such meeting shall be public or private at the discretion of the teacher.



ARTICLE XXIV  
DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1996, upon ratification by a majority of the Board and of the membership of the Association and will continue in effect through June 30, 1999, at which time it will terminate. Upon written notice given before May 1, 1999, this Agreement may be re-negotiated for future year(s). Said negotiations shall not begin later than May 15, 1999.

Witnesses:

Board of Education

Gerald R. Nelson By Janet R. Ralph  
Gerald R. Nelson

Janet R. Ralph  
Janet R. Ralph

Thomas L. Pridgeon Its  
Thomas L. Pridgeon

President

Date 11-12-96

Donald W. Haist By  
Donald W. Haist

Greenville Education Association

Loretta C. Palmer  
Loretta C. Palmer

Richard H. Walthorn Its  
Richard H. Walthorn

President

Date 11-12-96

APPENDIX A  
PERPETUAL SCHOOL CALENDAR

- I. Beginning the school year
  - A. First Monday preceding Labor Day (first day for students)

- II. Vacation Days

- A. Legal Holidays
  - 1. Labor Day
  - 2. Thanksgiving Day
  - 3. Christmas Day
  - 4. New Year's Day
  - 5. Memorial Day
- B. The Friday after Thanksgiving
- C. Winter Recess Schedule:

<u>Christmas Falls On</u>	<u>Recess Begins End of Day</u>	<u>Classes Resume</u>
Monday	Friday, Dec. 22	Monday, Jan. 8
Tuesday	Friday, Dec. 21	Monday, Jan. 7
Wednesday	Friday, Dec. 20	Monday, Jan. 6
Thursday	Friday, Dec. 19	Monday, Jan. 5
Friday	Friday, Dec. 18	Monday, Jan. 4
Saturday	Friday, Dec. 17	Monday, Jan. 3
Sunday	Friday, Dec. 16	Tuesday, Jan. 3

- D. Spring Recess will be the first full school week in April.
- III. The end of the first semester for students will be no later than the third Friday in January.

**APPENDIX B-1  
1996-97 CALENDAR**

<b>August/September</b>	<u>SD</u>	<u>TD</u>	
<del>23</del> 24			
25 26 27 28 29 <del>30</del> 31	4	<u>6</u>	
1 <del>2</del> 3 4 5 6 7		8	
8 9 10 11 12 13 14			
15 16 17 18 19 20 21			
22 23 24 25 26 27 28			
29 30	20	20	

<b>October</b>			
1 2 3 4 5			
6 7 8 9 10 11 12			
13 14 15 16 17 18 19			
20 21 22 23 24 25 26			
27 28 29 30 31	23	23	

<b>November</b>			
1 2			
3 4 5 6 7 8 9			
10 11 12 13 14 15 16			
17 18 19 20 21 22 23			
24 25 26 27 <del>28</del> <del>29</del> 30	19	19	

<b>December</b>			
1 2 3 4 5 6 7			
8 9 10 11 12 13 14			
15 16 17 18 19 20 21			
<del>22</del> <del>23</del> <del>24</del> <del>25</del> <del>26</del> <del>27</del> 28			
29 <del>30</del> <del>31</del>	15	15	

<b>January</b>			
<del>1</del> <del>2</del> <del>3</del> 4			
5 6 7 8 9 10 11			
12 13 14 15 16 17 18			
19 20 21 22 23 24 25			
26 27 28 29 30 31	20	20	

<b>February</b>	<u>SD</u>	<u>TD</u>
		1
2 3 4 5 6 7 8		
9 10 11 12 13 <del>14</del> 15		
16 <del>17</del> 18 19 20 21 22		
23 24 25 26 27 28	18	18



<b>March</b>			
			1
2 3 4 5 6 7 8			
9 10 11 12 13 14 15			
16 17 18 19 20 21 22			
23 24 25 26 27 <del>28</del> 29			
30 <del>31</del>	19	19	

<b>April</b>			
<del>1</del> <del>2</del> <del>3</del> <del>4</del> 5			
6 7 8 9 10 11 12			
13 14 15 16 17 18 19			
20 21 22 23 24 25 26			
27 28 29 30	18	18	

<b>May</b>			
			1 2 3
4 5 6 7 8 9 10			
11 12 13 14 15 16 17			
18 19 20 21 22 23 24			
25 <del>26</del> 27 28 29 30 31	21	21	

<b>June</b>			
1 2 3 4 5 6 7 8 9			
8 9 10 11 <del>12</del>			
	185	<u>188</u>	
		190	

Easter - March 30

-  - No School
-  - Teachers Work, No Students
- TD - Teacher Days
- SD - Student Days

- First Day - New Teachers - 08/20/96
- First Day - Returning Staff - 08/22/96
- First Day - Students - 08/26/96
- Last Day - Students - 06/11/97
- Last Day - Teachers - 06/12/97

## APPENDIX B-2 1997-98 CALENDAR


August/September							<u>SD</u>	<u>TD</u>
<del>19</del>	<del>20</del>	<del>21</del>	<del>22</del>			23		
24	25	26	27	28	<del>29</del>	30	4	<u>6</u>
31	<del>1</del>	2	3	4	5	6		8
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30					21	21

October							<u>SD</u>	<u>TD</u>
		1	2	3	4			
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	31		23	23

November							<u>SD</u>	<u>TD</u>
						1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	<del>27</del>	<del>28</del>	29		
30							18	18

December							<u>SD</u>	<u>TD</u>
1	2	3	4	5	6			
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	<del>22</del>	<del>23</del>	<del>24</del>	<del>25</del>	<del>26</del>	27		
28	<del>29</del>	<del>30</del>	<del>31</del>				15	15

January							<u>SD</u>	<u>TD</u>
			<del>1</del>	<del>2</del>	3			
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30	31	20	20


- No School
-  - Teachers Work, No Students
- TD - Teacher Days
- SD - Student Days

February							<u>SD</u>	<u>TD</u>
1	2	3	4	5	6	7		
8	9	10	11	12	<del>13</del>	14		
15	<del>16</del>	17	18	19	20	21		
22	23	24	25	26	27	28		
							18	18

March							<u>SD</u>	<u>TD</u>
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31					22	22

April							<u>SD</u>	<u>TD</u>
			1	2	3	4		
5	<del>6</del>	<del>7</del>	<del>8</del>	<del>9</del>	<del>10</del>	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30			17	17

May							<u>SD</u>	<u>TD</u>
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	<del>25</del>	26	27	28	29	30		
31							20	20

JUNE								
	1	2	3	4	5	6	7	8
7	8	9					185	<u>188</u>
								190

- Easter - April 12
- First Day - New Teachers - 08/19/97
- First Day - Returning Staff - 08/21/97
- First Day - Students - 08/25/97
- Last Day - Students - 06/9/98
- Last Day - Teachers - 06/10/98

**APPENDIX B-3  
1996-97 SALARY SCHEDULE**

<u>STEPS</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>
1	1 27482		1.08 29681	1.12 30780
2	1.04 28581		1.12 30780	1.16 31879
3	1.08 29681		1.16 31879	1.2 32978
4	1.12 30780		1.2 32978	1.24 34078
5	1.165 32017	1.21 33253	1.24 34078	1.28 35177
6	1.215 33391	1.26 34627	1.305 35864	1.35 37101
7	1.27 34902	1.32 36276	1.37 37650	1.42 39024
8	1.33 36551	1.38 37925	1.45 39849	1.49 40948
9	1.39 38200	1.44 39574	1.53 42047	1.57 43147
10	1.46 40124	1.515 41635	1.615 44383	1.65 45345
11	1.545 42460	1.595 43834	1.71 46994	1.745 47956
15	1.030 43733	1.030 45149	1.030 48404	1.030 49395
20	1.045 44370	1.045 45806	1.045 49109	1.045 50114
25	1.055 44795	1.055 46245	1.055 49579	1.055 50594
30	1.065 45220	1.065 46683	1.065 50049	1.065 51073

## APPENDIX C

### COACHES' SALARIES

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

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

	YEARS EXPERIENCE					
	1	2	3	4	5	10
23. Head Golf	6%	7%	8%	9%	10%	12%
24. Head Cross Country						
25. JV Baseball	5%	6%	7%	8%	9%	11%
26. Assistant Track						
27. JV Softball						
28. JV Volleyball						
29. JV Cheerleading Football						
30. JV Cheerleading Basketball						
31. Freshman Cheerleading						
32. JV Soccer						
33. Middle School Basketball	5%	5.5%	6%	6.5%	7%	9%
34. Freshman Baseball						
35. Freshman Volleyball						
36. Middle School Cross Country	4.5%	5%	5.5%	6%	6.5%	8.5%
37. Middle School Track						
38. Middle School Wrestling						
39. Middle School Volleyball						
40. Assistant JV Golf						
41. Assistant Tennis						
42. Middle School Football						
43. Middle School Cheerleading (7th/8th)	2.5%	3%	3.5%	4%	4.5%	6.5%
44. Assistant Middle School Basketball						
45. Assistant Middle School Track						
46. Assistant Middle School Wrestling						

1. Nothing contained in Appendix C shall guarantee that the positions listed shall be filled. No tenure is provided for any of the positions. Appendix C is placed in this Agreement solely for the purpose of outlining the coaching pay schedules, and Appendix C assignments are not subject to other articles of this Agreement.

2. Credit for previous coaching experience will be granted at the discretion of the administration.

3. Coaching salaries shall be paid as desired by the coach, either with his/her regular teaching salary or in a lump sum at the end of the season.

4. Salary is figured on BA base.

5. If a coach's responsibilities and number of scheduled events significantly increase or decrease, his/her salary may be adjusted by mutual agreement between representatives of the Board of Education and the Association Executive Board.

6. The Individual Sport Event Manager percentage will be based on a minimum of twenty (20) hours. Any hours less than twenty (20) will be prorated.

7. Preference will be given to existing staff members when coaching positions are available.

8. Any salary for a new position will be negotiated and agreed upon between representatives of the Board of Education and the Association Executive Board.



## APPENDIX D

### TEACHERS' SUPPLEMENTARY SALARIES

A. Any teacher who teaches beyond the normal seven and one-half (7-1/2) hour school day, or beyond the normal school year, shall be compensated for any hour of such teaching at the following hourly rates beginning on September 1 through August 31, excluding Community School classes:

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
1	\$17.85	\$18.20	\$18.55
2	18.35	18.70	19.05
3	18.85	19.20	19.55
4	19.35	19.70	20.05
5	19.85	20.20	20.55

B. Teachers participating in curriculum writing and development activities as approved by the Assistant Superintendent, Instruction will be paid a stipend of \$13.00 per hour.

C. Any teacher who agrees to teach an additional period during the normal seven and one-half (7-1/2) hour school day shall be compensated at the rate of one-sixth (1/6) of the contractual salary if the teacher teaches for a full year, or pro rata if for less than a full year.

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

D. Co-Curricular Activities:

1. Safety Patrol	2.0%
2. Club and Team Sponsors	1.0%
3. School Plays:	
Director - 3 Act Play	5.0%
Assistant Director - 3 Act Play	2.5%
Director - 1 Act Play	2.5%
4. School Musicals:	
Director	4.0%
Vocal Director	2.5%
Orchestra Director	2.5%
5. Class Sponsors:	
Senior Class	2.5%
Junior Class	1.0%
Sophomore Class	1.0%
Freshman Class	1.0%

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

6.	Department Heads:	
	1-4 Teachers	5.0%
	5 or More Teachers	6.0%
	Grade Level Chair-6-8 Grades	6.0%
	Grade Level Chair-K-5 Grades	3.0%
	Elementary TAT (minimum of 30 hours)	1.5%
7.	Instrumental Music:	
	Senior High Band (includes away band camp, parades, festivals, concerts, etc.)	16.0%
	Senior High Band Assistant (includes band camp, parades, festivals, concerts, etc.)	5.0%
	Jazz Band (includes concerts, rehearsals, etc.)	1.5%
	Pep Band (includes every home Boys Basketball game, rehearsals, etc.)	1.5%
	Middle School Band (includes summer rehearsals, parades, festivals, concerts, etc.)	6.0%
	Orchestra 9-12 (includes festivals, concerts, rehearsals, etc.)	4.0%
	Orchestra 5-8 (includes festivals, concerts, rehearsals, etc.)	4.0%
8.	Vocal Music:	
	Senior High Choir (includes Village Green retreat, festivals, concerts, rehearsals, etc.)	11.0%
	Senior High Choir Assistant (includes festivals, concerts, rehearsals, etc.)	2.0%
	Middle School Choir (includes festivals, concerts, rehearsals, etc.)	4.0%
	Elementary Vocal (for each Music Teacher)	2.0%
9.	Intramurals* (per activity)	1.5%
10.	Debate and Forensic	4.5%
11.	Senior High Yearbook - Printed	6.5%
12.	Senior High Yearbook - Video	6.5%
13.	Senior High Newspaper	6.5%
14.	Noon Hour Supervision	1.5%
15.	OM Coordinator	3.0%
16.	OM Coach	2.0%
17.	NCA Chairperson	3.0%
18.	Driver Education Coordinator	6.0%
19.	7 <sup>th</sup> /8 <sup>th</sup> Grade Student Council	3.0%
20.	Advanced Placement (AP) Coordinator	2.0%
21.	Dance Team	3.0%
22.	Equestrian Team	2.0%
23.	FFA (including the summer program)	5.0%

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

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

## APPENDIX E INSURANCE BENEFITS

- A. All insurance benefits set forth under this Appendix shall be available to a teacher working at least half time. Any teacher working less than full time, but more than half time, shall have the option of having each benefit at a pro-rated cost.
- B. Coverage and Board contributions under the insurance plans shall commence for new teachers on September 1, provided that appropriate applications have been completed.
- C. Teachers must make changes and/or additions during appropriate open enrollment periods except when a change in family status occurs.
- D. A single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board, they may select any of the above hospitalization and dental insurance coverages, but shall not receive double coverage.
- E. If an employee receives equivalent insurance coverage's through another carrier, it is the Board and GEA's desire that such coverages not be duplicated by the District.
- F. Specific Coverages:
1. Health Insurance (see Letter of Understanding)
  2. Vision Insurance  
Teachers shall receive MESSA Vision Service Plan 3 (MESSA VSP-3).
  3. LTD Insurance  
The Board shall provide MESSA Plan II Long Term Disability Insurance without the cost of living benefit. Benefits shall be paid at 66-2/3 percent of salary up to a monthly maximum of \$3,500 and shall begin after expiration of the greater of: (1) the employee's accumulated sick leave, or (2) ninety (90) calendar days, to age sixty five (65) less any offsets for social security and teacher retirement where applicable.
  4. Dental Insurance  
The SET Ultra-Dent Dental Insurance Incentive Plan Modification M providing 80-80-80, 90-80-80, 100-80-80, with \$2,000.00 orthodontic maximum, will be provided by the Board. The plan will include riders to provide:
    - \* External and internal coordination of benefits
    - \* Pre-existing conditions
    - \* Missing tooth waiver
  5. Life Insurance  
The Board shall provide each teacher with \$40,000 of group term life insurance protection that shall be paid to the employee's designated beneficiary in the event of the teacher's death. The plan shall include Accidental Death and Dismemberment (AD&D) and Waiver of Premium (WOP).

**APPENDIX E**  
**INSURANCE BENEFITS (continued)**

G. Coverage will terminate:

1. Health Insurance:

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

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

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

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

- e) Employees who leave employment for reasons of a major disabling illness will have their health insurance paid by the Board until insurance coverage can be secured from other sources but not to exceed two (2) months. Thereafter, such teacher may continue his/her insurance coverage in effect if he/she pays the full cost of such insurance for the period permitted by the insurance carrier.
- 2. Life Insurance will terminate on the last day worked. Teachers shall have one (1) month from date of termination to convert life insurance to a private plan.
  - 3. All other insurances will be covered to the next months billing following the last day worked.

## APPENDIX F TEACHER MENTOR PROGRAM

### A. Purpose

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

### B. Recommendation

It is recommended that the teacher be one or more of the following:

- in the same grade
- in the same department
- in the same building

C. The principal and department head/grade level coordinator will determine the best mentor for each new teacher as soon as possible after the person is hired.

### D. Responsibility

#### 1. General

- The teacher mentor should contact the new teacher no later than the breakfast on the first day teachers report, and hopefully before, with a card, phone call, or the like. Attending the new teacher luncheon is strongly encouraged.
- Go over basic building rules.
- Show them where copy machines, telephones, etc., are.
- Inform them of office procedures.
- Show them where forms are kept.
- Help with techniques for handling students, other teachers, administrators, etc.
- Answer any questions.
- Show them the building—lounge, restrooms, library, etc.
- Explain detention slips, discipline reports, and any other forms.
- Tell them about dances, activity nights, conferences, after school activities, snow days, etc.
- Tell them how to get supplies

#### 2. Peer Coaching

- The principal will contact the department head or grade level coordinator to develop the best mentor plan (i.e. observation/training/release time, etc.) which includes offering ideas or recommending a peer coach in their department.
- During the first few weeks a daily contact is recommended; after that, occasional contact.

- It is understood that different teachers will require different help and these are only guidelines.

#### E. Compensation

1. The principal and mentor may see need for release time for a day or two for mentoring.
2. If staff training for mentor is needed, they should be compensated for time at the curriculum rate.
3. The necessary staff development for mentors will be provided as requested

**LETTER OF UNDERSTANDING  
HEALTH INSURANCE BENEFITS**

It is agreed between the Greenville Education Association and the Greenville Board of Education that the 1996-97 health insurance coverages will be offered under the following conditions:

1. The Board will provide teachers the opportunity to enroll in either the existing MESSA Super Care I or Priority Health HMO Plans.
2. Teachers not electing health insurance shall receive the amount of \$172.00 per month in wage amount increase in lieu of coverage.



## LETTER OF UNDERSTANDING

### RE: TEACHING HOURS PILOT PROJECT

The Teaching profession is a highly honorable and ethical profession. Educators set an example of commitment and duty to the profession by being available to complete the job of educating students.

The full time teacher's day consists of seven and one-half (7-1/2) hours, including a lunch period. Teachers, in cooperation with their building principal, are to insure the appropriate supervision and instruction of students during a 7-1/2 hour day. Teachers and the principal will make arrangements for before-and-after school supervision, planning time, and staff meetings.

This approach to teaching hours will be utilized at Baldwin Heights Elementary School as a pilot project for the 1996-97 school year. All aspects of Article IX are to remain in effect for Baldwin Heights teachers except Sections A, B, and C are open for flexibility between staff and principal.

This pilot will be evaluated in January, 1997 to determine effectiveness and future implementation in the district.

**LETTER OF UNDERSTANDING**

**RE: INSURANCE COVERAGE CHANGE**

Insurance coverage amount changes resulting from negotiations will become effective the first day of the month following ratification of the contract by both parties.

1997/98 ECONOMIC AGREEMENT

Minimum BA 1<sup>st</sup> Step +2.0%

97/98 Total Compensation Factor 125.0% X Statewide Foundation  
Base Percentage  
Increase

96/97 Total Compensation Factors

BA Step 1	\$27,482
FICA (.0765)	2,102
Retirement (.1515)	4,163
Health (+7.8%)	6,107
Term	106
Dental	664
LTD	148
Vision	233
Step	275
	<hr/>
Total	*\$41,280

\*Based on 3.0% X 122% plus \$100,000 (+1.0%) =

*4.65% Total Compensation Increase*

No retroactive insurance co-pay

BA Step 1 amount will increase over 2.0% minimum if Total Compensation Fringe costs do not increase at a greater percentage than those of the 96/97 Base.