

**AN AGREEMENT**

**BETWEEN**

**THE GRANT EDUCATION ASSOCIATION**

**AND**

**THE GRANT PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**2015-2017**

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**PREAMBLE**

On the 25th Day of August 2015, the Board of Education of Grant Public Schools, Grant, Michigan, hereinafter referred to as the "Board" and the Grant Education Association of Grant, Michigan, hereinafter referred to as "Association", in consideration of the mutual agreements contained herein, agree as follows:

**WITNESSETH**

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

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional teaching and nontenurable personnel under contract. This includes tenure teachers, probationary teachers, guidance counselors, advisors of extra-curricular activities and librarians but excludes per diem and contracted substitute teachers taking the place of an absent or on leave teacher or filling a vacancy not to exceed 90 days, supervisory and executive personnel and office and clerical employees and excluding all others. The term "teacher," when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.

The term "bargaining unit member" when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

The term "teacher" when used hereafter in this agreement, shall refer to all employees subject to the Michigan Teacher's Tenure Act.

The term "nontenurable professional staff member" (NTPSM) shall refer to professional employees who are not subject to the Michigan Teacher's Tenure Act and represented by the Association in the bargaining or negotiation unit as above defined and references to male teachers shall include female teachers.

- B. 1. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement unless otherwise required or permitted by law as designated in Public Employment Relations Act Section 12B. The GEA, along with the Board, agrees to meet, in a timely manner, for the purposes of contract negotiations. During any negotiations year, the GEA and the Board agree to meet for preliminary discussions, concerning negotiations, during the month of January with the intent of establishing a calendar for the negotiations process. It will be the intent of both parties to reach a negotiated settlement prior to June 30<sup>th</sup> of the contract year.
2. It is agreed that, should the parties be unable to reach a mutual agreement prior to the expiration of the current contractual term, subject to applicable law, the terms relating to mandatory subjects of bargaining within the previous contract will be "kept whole" pursuant to the Public Employment Relations Act. Aside from the requirement of any law, such as Public Act 54, MCL 423.215b, after the expiration of this Agreement and

until a successor agreement is ratified by both parties, contractually the Board shall pay and provide the wages and benefits at levels and amounts that are no greater than those in effect on the expiration date of this Agreement. This restriction includes increases that result from step and lane increases and any increases in insurance benefits, including health, prescription, dental, vision, disability, life or any other insurance benefit. Step and lane increases during the term of this Agreement shall take place unless expressly stated in writing that the step and/or lane increase has been specifically denied in writing within the agreement.

- C. The Association will represent the probationary teacher in all matters of wages, hours and working conditions except that procedures for dismissal of such teachers will be in accordance with the Michigan Tenure Act and not subject to the grievance procedure.
- D. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

## **ARTICLE II**

### **METHOD OF PAY and PAYROLL DEDUCTIONS**

- A. Pay will be in biweekly payments and will be paid into a direct deposit.
  - 1. The District will inform the GEA membership at the start of the contractual year if the current year would have a 27<sup>th</sup> pay cycle. If this were to happen the pay would be equally distributed over the 27 pay cycles.
  - 2. Compensation for extra-curricular activities shall be paid on off pay weeks and not concurrently with scheduled pay periods. This action will be taken following completion of the activity, satisfactory fulfillment of extra curricular activity contract, the evaluation and provided notice has been given by the supervisor to the business office.
- B. In order that the bargaining agent can exercise its duty to support all employees of the bargaining unit by enforcing provision of the master agreement the employer will provide the bargaining agent with the following information for each bargaining unit employee. On August 15 of each school year or upon any bargaining unit member's employment, the following information shall be provided to the designated representative of the bargaining agent.
  - 1. Name
  - 2. Address
  - 3. Marital status and number of dependents
  - 4. Status of employee (active, on general leave, layoff, etc.)
  - 5. Hire date into the current bargaining unit.
  - 6. Salary step and lane, bargaining unit salary and compensation of any kind from Grant Public Schools.
  - 7. Other compensation and the positions for which the bargaining unit member is paid.
  - 8. Building at this time and assignment, department and/or grade level.

If the bargaining agent needs additional information not listed above, the employer shall furnish the information requested within five (5) calendar days of the bargaining agent's request.

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

<b>Deductions</b>	<b>Paycheck</b>
Hospitalization (for those with additional options)	First two paychecks each month (coverage for following month)
Annuities	First two paychecks each month
Credit Union	First two paychecks each month
Federal Income Tax	Each paycheck
State Income Tax	Each paycheck
Social Security	Each paycheck

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

### **ARTICLE III**

#### **TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, the preliminary budget, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless such teacher attempts to influence students to adopt similar religious or political beliefs, or unless such religious or political beliefs or activities otherwise adversely affect the teacher's work performance.
- D. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner, which is not arbitrary, capricious or discriminatory.
- E. Bargaining unit members shall have the right, upon their request, to review their own personnel files including evaluations as made by their supervisors. A representative of the Association may be requested to accompany the teacher in such a review. The review will be made in the presence of the superintendent or principal at a mutually agreed upon time. Bargaining unit members shall have the right to attach a written statement to any document adversely affecting their employment under the guidelines of the Bullark-Plackewi Employee Right to Know Act, MCL 423.501 et seq..
- F. In carrying out professional assignments each teacher has a unique style. Yet, within the uniqueness there exists behaviors, which are recognized as generally representative of good professional practice. Each teacher will strive to:
  - a. Provide for individual differences
  - b. Provide classroom climate conducive to learning
  - c. Provide a reasonable level of classroom control
  - d. Command the tools of communications
  - e. Encourage students to grow toward self-direction
  - f. Provide continuity of experiences
  - g. Build and maintain student-teacher rapport
  - h. Share professional experiences with colleagues
  - i. Carry full share of the professional load
  - j. Adapt professional approaches to meet specific requirements
  - k. Be knowledgeable of subject area
- G. The private and personal life of any teacher is not within the appropriate concern of the Board except as it may affect his teaching performance.
- H. Two (2) copies of the agenda for all Board meetings shall be sent to the Association president.
- I. Bargaining unit members have the responsibility to keep the Board up to date regarding their primary address at all times. It is important that the employer be able to communicate, provide information and/or documentation to employees.

In cases when the District is unable to verify and/or communicate or provide information with bargaining unit members it will be recognized and treated as a member's voluntarily resign, which resignation will be considered accepted by the Board of Education and/or Board's designee. Certified mail will be used as a means to establish contact prior to separation.

## ARTICLE IV

### PROFESSIONAL BEHAVIOR

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

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

- C. A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If a mutually agreed upon person is not found within three (3) days, the administration shall contact the Board of Directors of the GEA and they will appoint a representative. Under emergency conditions, by mutual agreement of both the Board and the Association, the three (3) day waiting period may be waived and the president of the Association and two (2) other Association members may appoint a representative for the bargaining unit member.
- D. If a formal reprimand of a bargaining unit member is forthcoming, the bargaining unit member in question will be notified as to the nature of the reprimand so he may use his option of having a GEA representative with him during the reprimand.
- E. No NTPSM shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of NTPSM performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the NTPSM and the Association.
- F. Elements of professional advantage will be limited to the subject area in which the NTPSM prefers to work, also the hours, wages and working conditions.
- G. Board policies, and administrative regulations as they relate to placement, layoff and recall, discipline and discharge are available on the districts website. The evaluation tool and criteria to be utilized that school year are available through the electronic evaluation system used by the district. The Board may consult with teachers and the Association from time to time regarding implementation of the above – referenced Board Policies and administrative regulations which are not subject to the grievance and arbitration procedures.

## **ARTICLE V**

### **BOARD RIGHTS**

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

## **ARTICLE VI**

### **PROFESSIONAL COMPENSATION**

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

## **ARTICLE VII**

### **FRINGE BENEFITS**

- A. **Medical Coverage**  
Beginning January 1, 2015, GEA members have the option to select from the following plans:
- PPO Select 100/80 (in/out of network) plan with a \$500/\$1,000 in network deductible and a \$10/\$40 Rx card



- PPO 90/70 (in/out of network) co-insurance cap plan with a \$250/\$500 in network deductible and a \$10/\$40 Rx card
- Flex HDHP 100/80 (in/out of network) plan with a \$1,300/\$2,600 in network deductible and a \$10/\$40 Rx card after the deductible

The medical coverage is to be provided to full time teacher's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service provided they fall within the criteria for single, two-party or full family premiums. Said coverage will be for a period of twelve (12) months commencing September 1 and ending August 31 of each year for each employee who is actively employed during said academic year. However, for retirees (with retirement effective July 1) coverage shall end June 30. The Board shall have the right to inquire; monitor, and audit dependent care coverage provided that the health insurance provider appeal procedure is available to affected employees.

Details of the various coverage's will be available during normal working hours at the Business Office or on the District web page.

The Board will provide an interest-free loan to employees who enroll in the High Deductible Health Plan (HDHP) in an amount requested by the employee (which shall not exceed the amount of the deductible, based on the coverage tier (e.g., single, family) in which the employee enrolls). The purpose of the loan is to allow the employee to make an immediate contribution to his/her health savings account (H.S.A.). The employee can elect to have the loaned amount immediately contributed to his or her HSA on a pre-tax basis to fund the payment of uninsured health expenses, or the employee can elect to receive the loan in cash and contribute the amount to his or her HSA on a post-tax basis. At the time the loan is made the employee will sign an election form specifying the amount of the loan, whether the loan should be directly contributed to the teacher's HSA or paid in cash, and authorizing the Board to take deductions from the employee's taxable, after-tax pay on an equal pro rata basis for the balance of the plan year to repay the loan.

The Board of Education will deduct any contributions through payroll deduction via a Section 125 plan.

The District's maximum monthly contribution (effective July 1, 2015) for medical and non-medical coverage for a twelve-month period (September 1 through August 31) of each year:

Single:	\$ 5,992
Two person:	\$12,600
Full family:	\$16,343

There will be a review of the status and performance of the medical care insurance before September 1. If the premium costs are raised to a point that another insurance option may be more affordable or if there are documented complaints of unsatisfactory service, such as unpaid claims or unreasonable denial of access to health care providers, then the GEA reserves the right by October 1, to request the District to identify at least two other insurance options for the GEA's consideration. The GEA will contribute to the decision process of which vendors to consider. The GEA will review appropriate information and then vote on or before November 1, 2015 on which option to select. The "plan year" is defined as January 1 to December 31.

## **B. Life Insurance**

The Board agrees to provide \$30,000 term life and \$30,000 accidental death insurance coverage for all employees. Such coverage shall begin, in the case of new employees, at

the time they begin their teaching duties. Coverage will terminate upon termination of employment.

**C. Long-term Disability Insurance**

The Board will provide program to all eligible employees under applicable underwriting rules and regulations, a long-term disability benefit program described as follows:

1. An employee who is disabled under the plan will receive 66 2/3% of his/her monthly salary, not to exceed \$5,000.
2. An employee will not be eligible for benefits until a ninety (90) workday waiting period has elapsed.
3. Freeze on Offsets
4. Alcoholism/drug addiction 2 year
5. Mental/nervous 2 year

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

**D. Dental Care Benefits**

The Board will provide to each teacher a Dental Care Program which will pay 80% of Class I and Class II benefits such as radiographs, preventive services, bridges, partials, dentures and emergency palliative services. Class III benefits will be paid at 80% with an annual maximum of \$1,500.

Class IV (ortho) is paid at 80% with a lifetime maximum of \$2,700. This is for each member or dependent cover by the policy.

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

**E. Vision Care Benefits**

Exams, \$135 for contact lens, \$130 frame allowance in network.

Details of this coverage will be available during normal working hours at the Business Office or on the District web page.

F. **Employees not participating in medical health care** protection will receive \$175 per month in addition to having access to coverage detailed in B-E from above. The District will cover 90% of the premium cost for those members who select coverage detailed in B-E from above. These employees will have access to the same dental, vision, LTD and accidental death & dismemberment insurance as employees taking the health care option.

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

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

**OR**

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

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

- H. It is expressly understood that the Board is only responsible for providing contributions for negotiated insurance coverage. The Board agrees to provide the above mentioned benefit programs within the underwriting rules, regulations, and operating agreements as set forth by the carrier(s) in the master contract held by the policyholder.
- I. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.

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

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

- J. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change.
- K. In the event a bargaining unit member dies, is terminated, or resigns during the school year, health, life and dental insurance (excluding all salary protection plans) for the bargaining unit member and his/her family shall be continued by the Employer until the bargaining unit member or his/her family or estate has received the full pro rata portion of the insurance earned at the time of death, termination, or resignation through June 30 or end of the contract year.
- L. Insurance Benefits for members who are entitled PPACA levels of coverage.  
The district will meet the legal minimum requirements of PPACA for members that work an annual average of 30 hours or more but less than full time.

## **ARTICLE VIII**

### **TEACHING HOURS AND CLASS LOAD**

- A. Teachers recognize the principle of the forty (40) hour week as divided into five (5) days of equal length. Daily attendance will be required as follows:
  - 1. Teachers will be present at school for 7 hours and 45 minutes each day. (Thirty (30) of these minutes will be a duty free lunchtime.)
  - 2. The contractual report time for teachers will be between 7:30 AM and 8:00 AM as established by district and building administration.
  - 3. The report time and student start time will be shared with staff by August 15 of each year unless unanticipated facts and circumstances prevent it. In that case staff will be provided information of tentative times and a general description of the issues causing the delay in the determination of the start and report times.
  - 4. Teacher report time will be at least 5 minutes before the official student start time.
    - a. It is understood that if it is determined necessary to adjust the start and/or report times the staff will have at least two (2) weeks' notice with the preferred notice being at least a full month.

5. The end of the workday for teachers will be between 3:15 PM and 3:45 PM in conjunction with the requirements of the previous two (2) bullet points.
6. Teachers are required to attend scheduled meetings of the building, grade level, department, or other grouping as is deemed necessary by the administration. There will be a maximum of 2 hours of these meetings each month and the meetings may be held in the AM or PM. Building administration will determine the date, time, and location of said meetings. When possible these meetings will not be scheduled on Friday afternoons. If these minutes are called to be held before school in the (AM) they will not be scheduled to begin before 7:00 o'clock unless agreed upon by the building administrator and building GEA representative.
  - a. Principals will provide a tentative meeting schedule for staff meetings at the beginning of the school year to assist staff with planning their personal calendar. It is understood that the principal may need to make adjustments to the meeting schedule after the school year begins. It is also understood that some of the meetings covered by this time are not known at the beginning of the school year but that principals will do their best to keep staff informed of new meetings and provide as much lead-time as possible. This administrative meeting time can be used for PLC time at the discretion of the administration.
  - b. Principals will try to not schedule more than two (2) AM meetings a month with the understanding that this does not prevent additional meetings from being scheduled in the PM.

Scheduled PLC meetings of the building, grade level, department, or other groupings as is deemed necessary by the administration. PLCs will meet twice a month for a maximum of two hours per month; such meeting shall be at least 30 minutes in duration. When possible these meetings will not be scheduled on Friday afternoons. If these meetings are planned to be held before school (AM) they will not be scheduled to begin before 7:00 o'clock unless agreed upon by the building administrator and the PLC group members.

- c. PLC teams will work with their building administration to develop the dates, time, and location of said meetings. It is understood that administration may need to call for PLC meetings or adjust meeting schedules throughout the year. In these cases, the administrator will give as much lead-time as possible.
  7. The administration recognizes that teachers are present in the district for an average of at least 40 hours a week.
- B. If any provision of this agreement restricts the school district in reaching the required amount of instructional time, the district reserves the right to adjust the schedules as necessary to assure minimum compliance. Adjustments in such instances will not require additional compensation unless such adjustments alter present contractual agreements. The staff of each building shall have input into any adjustments in the schedule to meet these requirements.
- C. Teachers shall be guaranteed a minimum of two hundred fifty (250) minutes of preparation time per week. This time will take place during the contractual workday. The 30-minute duty free lunch period is not counted as a part of the 250 minutes. All time during the contractual workday, which teachers do not have students assigned to them, their classes are receiving instruction from various teaching specialists and/or they do not have other assignments may be counted as prep time. In the

calculations of prep time, periods of at least ten (10) minutes in length may be used to count toward the weekly 250 minutes. Prep time will not be calculated on a “weekly average,” but each standard five (5) day week will have a minimum of 250 minutes of prep time.

The traditional Elementary setting of self contained, or limited class changes, may be applied to grades Kindergarten through 6<sup>th</sup> grade.

The traditional secondary setting with students changing a majority of class periods may be applied to 5<sup>th</sup> through 12<sup>th</sup> grade.

Secondary teachers will have an unassigned class period, for prep time that is at least 45-minutes in length. This may not be possible on ½ days, during special event days or due to other unforeseen issues that may affect the schedule. In the calculations of prep time at the elementary level, periods of at least ten (10) minutes in length may be used to count toward the weekly 250 minutes.

The preparation period shall be used for lesson planning; conferences with students, parents and administration; and other similar educational endeavors including but not limited to child study and IEP meetings. Administration will work with teachers to keep disruptions of prep time to a minimum and for meetings (IEP, child study, etc.) to be run as efficiently as possible.

Teachers receiving additional pay for teaching in excess of the normal teaching load are covered by Section G of this Article.

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

Example: 
$$\frac{1 \times \text{annual salary}}{\text{Number of periods taught} \times \text{Days of Instruction}}$$

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

- H. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

- I. Teachers are expected to be at work during normal working hours on all working days in accordance with the school calendar, whether or not classes are actually in session except for Act of God days as stated in Article XV. In the event the teacher is unable to attend according to normal hours, the teacher shall notify the Sub system not later than 1.5 hours before their scheduled report time of the reason for not being in attendance. Teachers shall be informed of a telephone number or web access, if available, of the Sub system. The teacher shall report when he or she can be expected to arrive in the event that normal hours cannot be met. In the event that the teacher faces impassable roads and school is open for classes, the day's absence shall be charged against personal business days. Absences beyond allocated personal leave shall be deducted from the teacher's salary at a rate determined by dividing that teacher's annual salary by the number of contract days in the school year. The teacher agrees to have lesson plans in order and any necessary adjustments available for the administrator to hand to the substitute. (At no time will a teacher who is on preparation period, instruction, or otherwise occupied with supervision, be compelled to fill in for an absent teacher.)
- J. If a teacher shall substitute for another teacher during his/her preparation period, he/she shall be paid 1/3 of the current rate for substitute teachers.
- K. 1. Public Act 25 of 1990 requires that districts develop a School Improvement Plan for the District. "SIP" shall mean a School Improvement Plan, as provided in this Act.  
2. The provisions contained in this article shall apply to the district level school improvement committee and SIP as provided in Public Act 25 of 1990, as well as to any other SIP as defined by section K, 1 above.  
3. Except for the composition of the SIP committee, in the event that any provision(s) of a SIP, or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement or P.A. 25, the bargaining agreement or P.A. 25 shall prevail.  
4. To the extent possible, participation by the employee shall be voluntary. In the event that no volunteer comes forward, the Association President and Superintendent will consult to identify volunteers.  
5. Teachers serving on a district wide school improvement committee may be required to work up to a maximum of ten (10) days per year beyond the regular school year. Such work shall be compensated at an hourly rate of .06% x B.A. Base salary step 1. Such work will not be undertaken on regularly scheduled days of instruction. All parties involved shall mutually agree on any training in the SIP process.  
6. In the event it becomes necessary to hold SIP committee meetings on a regular day of instruction, committee members will be paid their regular per diem rate, but will not receive any extra stipend unless such work will extend that teacher's hours beyond 4:30 p.m. In such cases, those teachers will be compensated as outlined in paragraph five (5) above for work beyond 4:30 p.m.
- L. Teachers may be requested by building administrators to volunteer to serve on necessary committees. If there are no volunteers, then the GEA will provide lists of teachers willing to work on this process to the building principals for his/her selection of committee members and may hold meetings as provided in Section A of this Article.

## ARTICLE IX

### TEACHING CONDITIONS/CLASS SIZE

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization

of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

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

1. Elementary and Primary Center Class Size

a. Maximums

Developmental K	22		
K . . . . .	26	3 . . . . .	30
1 . . . . .	27	4 . . . . .	31
2 . . . . .	28	5 . . . . .	32

b. The district shall make a reasonable effort to balance kindergarten classes.

2. High School and Middle School class size shall not exceed a maximum number of thirty-three (33) except for band and choir. High School and Middle School physical education shall have a maximum of forty-five (45).

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

3. Overload process

- a. For teachers 5-12 an overload will exist when the number of students assigned to a teacher exceeds the contractual limits during a single class period by the master agreement
- b. Kindergarten through 4<sup>th</sup> grade will use the 5 key areas each day: language arts, reading, social studies, science and math. If there is no “switching” at these grades if a teacher has an overload the calculation process would be to use 5 “class periods” as the overage count.
- c. For elementary dual emersion classes the calculation would use 2.5 periods for the time the teacher had the overage.
- d. To calculate a per pupil overload rate:

(K-4 Class size-Contractual Max total for the day) X \$3.00 X (the # of days affected.)

(5-12 Class size-Contractual Max total for the day) X \$2.50 X (the # of days affected.)

Due to the uncertainty of student enrollment at the beginning of each school year there will be a four (4) week period of time to allow for leveling. At the conclusion of the 4 weeks leveled class size will be paid retroactively to the first day of the overload.

Example of leveling:

At the beginning of the 3<sup>rd</sup> week a high school teachers 3<sup>rd</sup> hour has an overload of four (4) students. At the conclusion of the level period an overload of 1 student still exists. For the rest of the marking period (24 days) the overload continues. Therefore, the teacher would record an overload of one (1) student for a total of 34 days. (2 weeks=10 day prior to the end of the leveling period and 24 days for the remainder of the marking period.

Examples of calculation:

7<sup>th</sup> grade teacher: Overage count = 10 (2 over in 1<sup>st</sup> hr, 3 over in 2<sup>nd</sup> hour, 1 over in 4<sup>th</sup> hour 2 over in 5<sup>th</sup> hour and 2 over in 6<sup>th</sup> hour). The class overage existed for 32 school days.

Therefore the overage compensation is: (10 students) X \$2.50 X (32 days) = \$800.

3<sup>RD</sup> grade teacher: Overage count = 10 (2 students over contractual max in the 5 subject areas). The class overage existed for 89 school days.

Therefore, the overage compensation is: (10 students) X \$3.00 X 68 days = \$2,040.  
Teachers requesting overload pay must, within 10 calendar days after the end of the marking period, turn in the supporting documentation. Payment for overload will be made after each marking period.

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

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

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

- E. Substitute teachers will be hired in the absence of resource room teachers. If a qualified substitute teacher is not available, the resource room teacher shall make work assignments available to the regular education classroom teacher.
- F. The Board will strive to keep remedial class sizes small enough to allow adequate pupil/teacher contact on a regular basis.
- G. **Medically Fragile**  
Absent an emergency, medically fragile students are those who are chronically ill, and/or medical technology dependent, and/or have life threatening conditions that require immediate medical attention.

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

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

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



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

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

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

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

H. If a NTPSM has been evaluated at least once with the Standard Evaluation NTPSM Form an effective rating, then the supervisor and NTPSM can mutually agree to use the following process:

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

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

When the Board determines that a split assignment is necessary for a NTPSM assignment, the assignment will be posted. If there are no qualified internal applicants the district will assign the least senior qualified employee or recall a qualified employee. If a vacancy remains unfilled (per the terms of this agreement, an external applicant may be hired.

1. By the start of the school year such teacher in a split assignment shall be informed in writing which administrator is considered the teacher's primary supervisor/evaluator and any secondary supervisory and or evaluator.
2. A NTPSM assigned to multiple buildings will be scheduled to work the same contractual day, attend staff meetings, trainings, professional development, and/or parent teacher conferences the same as other teachers assigned to the building where the split teacher spends the majority of time. Split assignment teachers concerned with the details of their assignment shall

discuss such concerns with their immediate supervisor and if not resolved can utilize the grievance procedure for resolution.

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

**J. Team-teaching**

1. A Special Education or General Education teacher whose assignment includes teaching with other teachers, to meet the needs of student accommodations, will be considered in a team teaching situation.
2. When the Board determines that a team teaching assignment is necessary, administration will try to schedule regular daily common planning period, if it cannot be scheduled, the building principal will work with affected teachers to arrange time each month for collaboration.
3. For purposes of Article X., any team taught classroom will be considered one classroom
4. In addition, during the professional development time before school starts the team teachers will meet to discuss various ways to distribute workload. Appendix X provides an example for distribution of the workload in a team teaching environment. This Appendix is an example only, and not intended to be all-inclusive.
5. In the event that the team teachers are unable to agree on an equitable distribution of workload and duties, either teacher can request the building administrator to assist the teachers in developing a mutually agreeable workload distribution.
6. If a resolution cannot be reached, the building administrator will assign duties for the team, and the resulting assignments will be summarized in writing and signed by the team.

**ARTICLE X**

**VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Except for positions/assignments filled through recall of layoff employees, the Board will post all newly created and vacant permanent bargaining unit positions or extra curricular positions, by notifying the Association President and bargaining unit members through the school email system, and bargaining unit members will have five calendar days after the posting date to declare their interest in the position. Any bargaining unit member who was not awarded the vacancy applied for shall receive notification that he/she did not receive the vacancy.
- B. Whenever any permanent vacancy exists in a NTPSM position in the district, or if a vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and by posting the vacancy within seven (7) days of the occurrence of the vacancy. The position will not be filled until seven (7) calendar days following the date it was posted. Postings of permanent NTPSM vacancies, which occur during the summer months, shall be mailed to the Association President and the last known address of each bargaining unit member whose name appears on an Association generated job interest list. After August 1 of each year, vacancies, which occur, shall be posted for three (3) calendar days, following the day of posting.
  1. Permanent vacancy for a NTPSM [bargaining unit position] position shall mean a NTPSM bargaining unit position newly created positions or a NTPSM bargaining unit position the Board intends to fill because of a resignation, retirement, dismissal for cause or death of a NTPSM employee

2. Temporary NTPSM vacancy shall mean a NTPSM unit position held by a NTPSM on a leave of absence which vacancy the Board intends to fill.
  3. The Board shall not be required to post temporary vacancies.
- C. The Board declares its support of a policy of promotions from within its own NTPSM staff, including promotions to supervisory and executive levels. Assignments will be made, however, in the best interest of the students of the school district, in accordance with the judgment of the Board.
- D. Any NTPSM may apply for a vacancy. In filling NTPSM vacancies the Board agrees to give due weight to the professional background and attainments of all applicants including but not limited to:
1. NTPSM employee experience, degrees and certificates held.
  2. NTPSM employee ability, student rapport, and discipline as reflected in all written evaluations and memos of which the teacher receives a copy.

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

- E. Transfers of NTPSM employees during the school year are to be minimized and avoided whenever possible so as to effect a minimum of disruption to students and staff. Transfer shall mean a change in work assignment:

Involuntary transfers of NTPSM's will only occur after consultation with the Association at which time the parties will discuss and explore other options that will impact less senior NTPSM.

Any teacher who shall be transferred to a supervisory or executive position after 9.1.10 shall retain unit seniority and rights to their former position for 1 year from the date of transfer to an administrative position. Seniority shall continue through the second year of transfer and the employee may exercise this seniority to apply for a posted vacant position. Beginning the third year after transfer the employee's seniority in the bargaining unit will be forfeited.

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

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

- A. Personal Illness:  
 All teachers absent from duty on account of personal illness shall be allowed eleven (11) paid sick leave days with full pay. Unused sick days shall accumulate to one hundred twenty five (125) days. Sick leave shall be credited fully at the beginning of the school year. Wage adjustment for overpayment shall be made at the end of the school year or in the event a bargaining unit member is terminated, resigns, or goes on unpaid leave. Sick leave may be used in accordance with schedule specified herein for personal illness. For all absences, the teacher is

required to notify the school administration upon the first knowledge of the necessity for the absence and leave a phone number where he/ she can be reached during the school day, if the teacher will not be at his/her home number. Personal illness is the bona fide physical incapacity to report for and discharge duties. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.

B. Bereavement, Family Illness and Emergency Leave:

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

C. Personal Business Leave:

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

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

3. Economic gain

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

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

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

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

Except as provided for under FMLA, the Board agrees to allow individuals on unpaid leave to continue their fringe benefits under the group plan at the employee's expense for the duration of the leave.

1. **Professional Leave**

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

2. **Child Care Leave**

An unpaid leave of absence of up to one (1) year shall be granted to any male or female bargaining unit member for the purpose of caring for a newborn or adopted child who needs care. Said leave will require as much advance written notice as possible, but no less than thirty (30) days except in an emergency. The notice shall specify the beginning, duration, and return date of the leave. Seniority will accrue during the leave. Upon return from leave, the teacher may be placed in their former position if available or will be placed in a position within his/her certification and qualifications at the Superintendent's discretion. Except as provided under FMLA, upon return from the leave, salary schedule movement will be determined as per Article IIE.

3. **Elective Leave**

Teachers who have been employed for five (5) years or more at Grant Public Schools may, at the discretion of the Board, be granted a leave, without pay, for one (1) year. Upon return from leave, the teacher may be placed in their former position if available or will be placed in a position within his/her certification and qualifications at the Superintendent's discretion. Seniority and placement on the salary schedule shall be frozen until the teacher returns from elective leave.

4. **Military Leave**

A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period, subject to the time he/she is required to stay in the service.

5. **Medical /Disability Leave**

Any teacher who is unable to teach because of personal illness as covered in Article XI, Section A. Medical leave shall be with pay until the teacher has exhausted all paid sick leave. The teacher may use accumulated personal illness/paid sick days beginning immediately after the date listed in the physician's statement, including date of return. In the case of pregnancy and/or childbirth recovery, the use of sick leave shall carry through the period of time until the physician has released the teacher to return to work from the teacher's medical condition. During a leave for recovery from Childbirth it is agreed to that a doctor note is not needed for the staff member to be off for up to five (5) weeks for natural birth and up to seven (7) weeks for Cesarean delivery from the date of childbirth. For the time to be paid the employee must have the number of sick days in their bank.

A request for a medical leave longer than two (2) weeks, shall be made in writing, with as much advance notice as possible, to the Board as supported by physician's statement including date of return. A request to extend an existing medical leave shall be made in writing, with as much advance notice as possible, to the Board as supported by physician's statement, including date of return. Unpaid leave is to commence after accumulated sick leave has been exhausted.

After the teacher has exhausted all personal illness/ paid sick leave available and/or FMLA leave, the teacher shall be granted a leave of absence without pay for the duration of the illness up to two (2) years with annual written request to the Board. In the case where a medical leave has been granted for one year, an employee can request an extension up to a second year by submitting a request in writing to the Board within 30 days or earlier of the anniversary date of the initial medical leave as supported by physician's statement, including date of return.

The Board reserves the right to require a second opinion of a Board appointed physician at the Board's expense. Should the second opinion from the Board's physician conflict with the opinion from the teacher's physician, the Board and teacher will mutually agree on a third physician to provide an opinion of the necessity of such absence. Upon return from a leave of two years or less, the teacher may be placed in their former position if available or will be placed in a position within his/her certification and qualifications at the Superintendent's discretion. Seniority shall continue to accrue during the two (2) year leave period.

If the teacher is unable to return to work at the end of the two (2) year unpaid medical leave, he/she may apply in writing to the Board for an extension of the unpaid medical leave. Extensions may be granted at the discretion of the Board.

F. **FMLA Leave**

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

1. To care for the employee's spouse, parent, or child who has a serious health condition
2. The birth of a child
3. The placement of a child for adoption or foster care
4. The employee's own serious health condition as defined by FMLA. (Employees may use accumulated personal illness paid sick leave for FMLA leaves involving their own serious health condition as described below.)
5. Injured military service member leave (26 weeks leave to care for a spouse, child, parent or next of kin of a covered service member)
6. Qualifying exigency leave arising out of spouse, son, daughter, or parent is on active duty or has been notified of an impending call to active duty status. (12 weeks).

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

**Employee's uses of Personal Illness/Paid sick leave during FMLA**

Any paid leave provided for in the Master Agreement for the employee's serious health condition must be exhausted first and concurrently with FMLA leave before unpaid leave time is used. For example, an employee who requests 12 weeks of FMLA leave and has accumulated over twelve (12) weeks of unused sick days will use twelve (12) weeks concurrently with FMLA Leave.

**Additional information/clarifications**

Paid leave for a child's, spouse's, or parent's serious medical condition is limited to six (6) days as provided in Section B.3, otherwise childcare/maternity leave is unpaid. Child includes any individual under eighteen (18) years of age for whom the employee serves in loco parentis; a child over eighteen (18) who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

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

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

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

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

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

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

G. Other Related Provisions

1. Realizing that poor mental or physical health of a teacher is detrimental to an educational program, all persons covered by this document will submit to mental or physical health examinations that are job related if this is felt to be necessary by the Board of Education or its representative. It is further agreed that persons found to be mentally or physically incompetent to fulfill his/her essential functions of the job may be relieved of his duties, upon the consensus of two (2) examinations by appropriately licensed medical persons. It is further understood that the Board of Education will pay for the cost of such examination as well as for any loss of time during which the examination might occur, and that the teacher will have the option of selecting one (1) of the examiners involved. If consensus is not reached, the third (3rd) doctor will be consulted.

2. Absences not covered in this Article shall be chargeable against the teacher's pay.

3. At the beginning and at the end of each school year, the teachers will receive a statement as to the number of days of sick leave accumulated to date. Actual notification can be given during the months of September and June.

4. In a leave of absence described in E. 1, 3, and 4, teachers will return to the same position, if available, or a substantially equivalent position.

5. Military caregiver leave

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

1. Determination of "in the line of duty on active duty" shall be as determined by the department of defense or its authorized healthcare representative.

2. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating in the military.

3. "Family member" is defined as the spouse, child, parent, *grandparent*, *siblings*, or next of kin (defined in FMLA regulations to be: "nearest blood relative").

6. Family of National Guard/Reserves

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

1. Short notice deployment



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

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

## **ARTICLE XII**

### **NTPSM EVALUATION**

- A. It shall be a major administrative responsibility to assist NTPSM employees to become oriented and improve in their work assignment the administrator will notify the NTPSM with recommendations that the administrator may have for the NTPSM especially in the case of a NTPSM who is having problems. The formal evaluation process of a NTPSM will consist of the following:
  - B. A formal evaluation will consist of the following:
    1. A pre-conference between the evaluator and NTPSM to discuss the evaluation process.
    2. A written evaluation of the NTPSM based upon two (2) or more observations of at least twenty (20) minutes duration by the evaluator. (Probationary observations shall be at least 60 calendar days apart unless mutually agreed otherwise in writing)– see below
    3. A personal conference between the evaluator and teacher.
    4. The NTPSM will be evaluated by the building principal, assistant principal or his/her designee. Observations if applicable, shall be conducted openly and with the full knowledge of the NTPSM. If applicable, two (2) or more observations will be conducted by the evaluator.
      - a. Probationary observations shall be at least 60 calendar days apart unless mutually agreed otherwise in writing.
    5. At least once before December 1 and a second time before April 1, the evaluator will provide a summary evaluation report including recommendations for improvement and identifying available administrative support, at the NTPSM request, a meeting will be arranged to discuss the report and recommendations. This meeting/timeline may be extended in the event of illness of NTPSM or evaluator.
    6. Formal evaluations for NTPSM will be completed at least once every three (3) years or as required by the School Code and shall be provided by May 1 of the year in which they are evaluated.
    7. Not more than ten (10) days following each formal evaluation, which shall include a conference with the evaluator, a NTPSM shall sign and be given a copy of the evaluation report prepared by his/her evaluator. A NTPSM's or bargaining unit member's signature shall indicate he/she has received and read his/her evaluation.
    8. Each NTPSM upon his/her employment or at the beginning of the school year, whichever is later, shall be advised of the general criteria on which he/she will be evaluated. All formal evaluations for NTPSM shall include but not be limited to, the following areas:
      - a. Knowledge of work assignment skills.
      - b. Performance of the work assignment skills.
      - c. Strategies related to work assignment and/or job skills performance.
      - d. Student behavioral management if applicable.

- e. Workplace management.
- f. Relationships with pupils, parents, support staff and professional colleagues.
- 9. Areas of work that need improvement or areas of unsatisfactory work will be included in the formal evaluation. Recommendation will be made for improvement.
- 10. In the event that the NTPSM feels that his/her evaluation was incomplete or unjust, he/she may timely put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The NTPSM may request an additional evaluation.

### **ARTICLE XIII**

#### **PROTECTION OF TEACHERS**

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

### **ARTICLE XIV**

#### **NEGOTIATION PROCEDURES**

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

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

## ARTICLE XV

### CONTINUITY OF OPERATIONS

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

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

A delayed start day due to an act of God/inclement weather is equal to one quarter (1/4) of one (1) full day.

The first two (2) inclement weather days shall be unpaid. This equals a 1.0% total reduction to the base of schedule A applied at the beginning of the school year, starting with 2013-14. In the event that there is not a total of two (2) inclement weather days, the corresponding percentage of salary shall be reimbursed by the last payroll of the affected school year.

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

1. There is no make-up day for first (1st) through third day (3<sup>rd</sup>) for 2015-16, and in 2016-17 and future years it increases to the fourth day (4<sup>th</sup>) missed unless required to meet the state requirement of days/hours as well as to maintain revenue from the state or federal government. It is understood that if the district does not have the set number of canceled days there is no increase in compensation.
2. Any additional days missed shall be made up during or at the end of the school year without additional pay. These days will be used to meet, or exceed, the minimum instructional days/hours and /or for professional development as determined by the District. The District reserves the right to determine if staff will be required to make up all days on a year by year bases. If the district decides staff do not have to make up all of the days there will be no affect on compensation for the reduced days.

## ARTICLE XVI

### PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, the Association or the Board of Education that there has been a violation of the express terms of this agreement may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

- C. In the event that the Board believes there is a basis for a grievance, the same procedure shall be followed as stated below substituting the words "building representative" for "building principals," "GEA president" for "superintendent" and "Association" for "Board".
- D. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure on the form signed by the grievant and also signed by the Association if the Association is requested by the grievant to participate in the grievance procedure and if the Association agrees to participate. Grievance forms shall be available from the Association building representative. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the superintendent or a representative designated by him. This first step shall be completed within fifteen (15) working days of the teacher's knowledge of the incident causing the grievance.
- E. Within ten (10) calendar days of receipt of the grievance, the principal shall meet with the grievant or the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent within ten (10) days of the date that the disposition of the grievance is rendered by the principal. Within ten (10) calendar days, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee or if no disposition has been made within ten (10) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board within ten (10) days of the date that the disposition of the grievance is rendered by the superintendent. The Board, no later than its next regular meeting or two (2) calendar weeks whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board should be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- H. Within ten (10) calendar days after receiving the disposition from the Board or within ten (10) days of the expiration of the Board's time limit for rendering a decision, the grievance may be submitted to arbitration before an impartial arbitrator if the Association is not satisfied with the disposition. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- I. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses of the arbitrator shall be paid by the Association. If the arbitrator decides in favor of neither party, the parties shall equally share the arbitrator's fees and expenses.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement. He shall have no power regarding the termination of tenure and non-tenure teachers or in any other cases that are covered by the Teacher Tenure Act. He shall have no power to change any established practice, written policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such established practice, written policy or rule taken by the Board as long as such established practice, written policy or rule are not in violation of this agreement. The Board shall not be required to pay back wages prior to the effective date of this agreement. Any grievance occurring during the period between the termination date of this agreement and the date of signing of the new agreement shall be processed on the basis of the prior agreement.

## **ARTICLE XVII**

### **NTPSM LAYOFF AND RECALL**

- A. It is recognized that reduction of school programs due to economic necessity is a Board decision. In order to promote an orderly reduction in NTPSM when such reduction is necessary, the Board or its designee will meet with the GEA leadership to review and discuss the District's staffing needs and share the plans for any projected NTPSM reductions. If the District still plans to reduce staff after the meeting, the following procedure will be used to carry out the reductions/lay-offs. The Board will provide lay-off notice to the least senior NTPSM (s) in the bargaining unit as long as there are more senior NTPSM employees who are qualified to fill the positions that will be needed after the layoff. If the least senior teacher(s) cannot be laid off due to qualification needs, as stated above, the Board or its designee and the GEA leadership shall meet to develop a staffing plan that ensures that more senior NTPSMs retain employment and the staffing needs of the district are met. NTPSMs shall be notified of layoffs in writing sixty (60) calendar days prior to the effective date of layoff.
  - 1. For purposes of this provision transfer of NTPSM (voluntary and involuntary) shall be defined and implemented as provided in Article X. D.
  - 2. For purposes of this provision only, reassignment shall be defined as any change in the NTPSM employee's work assignment for which the NTPSM is qualified as defined under the NCLB and per Michigan Department of Education.
- B. In the event that specific positions are being reduced or eliminated, the NTPSM (s) in the specific position(s) being reduced or eliminated shall be the NTPSM(s) notified of layoff. A NTPSM

notified of layoff shall have the right to replace (bump) another member of the bargaining unit who is the least senior NTPSM within the NTPSM 's certification/license, provided the more senior NTPSM is qualified to fill the position in question.

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

Changes in a NTPSM 's certification/license after the first workday of the next school year following layoff, shall not permit the NTPSM to be recalled by bumping.

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

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

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

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

- D. Recall of NTPSM

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

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

2. Refusal or acceptance of a position which is less than full time shall not affect a NTPSM 's rights to a full time position. Part-time NTPSM shall be eligible for full time positions, however, they are not obligated to accept a full time position. Refusal of a full time position shall not void their recall rights.
3. No new hire NTPSM employees shall be employed by the Board while there are NTPSMs of the district who are still eligible for recall unless the NTPSM employee on layoff is no longer qualified. Any NTPSM recalled must be certified/licensed and qualified based upon the standards established by the accreditation agency(s) subscribed to by the Board.

4. NTPSM employees having been laid off for a period of three (3) years shall no longer be considered for recall. However, a NTPSM shall be continued for a fourth year of recall if the NTPSM has provided the district with a letter indicating his/her interest in retaining recall rights for an additional year and has updated his/her mailing address prior to the fourth year of recall.
  5. All bargaining unit employees laid off shall keep the administration informed of any change in address if they desire to be recalled
- E. Any bargaining unit employee laid off at the end of a school year who is then recalled the succeeding school year without any loss of pay shall reimburse the District for the total cost of unemployment benefits received during the summer denial period. Reimbursement shall be made by payroll deduction in equal amounts throughout the year in which recall occurred unless the bargaining unit employee and the District mutually agree to a different reimbursement schedule in writing.
  - F. During layoff, bargaining unit employees shall receive no insurance and/or other fringe benefits at Board expense, except as they qualify for unemployment insurance.
  - G. Upon recall, the bargaining unit employee's previously accumulated sick leave shall remain in effect. Additional sick leave days shall not accrue while on layoff.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

- A. To provide teachers access to this document a copy of this agreement will be posted on the district's website.
- B. An outgoing mailbox will be placed in each school and there will be a daily pickup. This mailbox may be used for any school mail, films, materials and first class mail that the teacher wishes to send.
- C. Free postage will be available at each school for school business.
- D. All retiring GEA members may participate in and shall select from vendors available through the District's 403b plan.
  - a. The agreement to participate in this benefit program, by the GEA and the Grant Public Schools, is not precedent setting. Renewal of participation in the program will be on a yearly basis and with the mutual consent of both parties. The agreement to continue will be made by September 1<sup>st</sup> of each year.
  - b. Third Party Administrator for Employee 403b Plans  
The GEA shall be timely notified of Third Party Administered (TPA) plan amendments or renewals in order to have an opportunity for input prior to adoption. In the event the current TPA charges for its services, the parties will meet to negotiate the impact of such a change."
- E. Employees may accumulate up to a maximum of 125 sick days. However, throughout the employee's lifetime of District service the maximum days that will be paid under the "contractual" per diem

rate (step one of lane one) are 90 unused days, based on a 3 to 1 ratio. Ninety (90) days of unused sick pay will be converted into 30 paid vacation days, pursuant to the following requirements:

- The employee must have a minimum of 60 unused sick days to convert 30 unused sick days into 10 paid vacation days to be paid for in a single school year.
- The vacation days cannot be used for in place of workdays.
- The employee must maintain at all times a minimum of 30 unused sick days.
- An employee can use 10 paid vacation days for no more than three times throughout their career with the District.
- No more than 10 employees can receive the 30 sick days as 10 paid vacation days in any single year. If there are more than 10 employees that submit requests for payout of vacation days, they will be granted on a first come first served basis. The superintendent has discretion to extend the number of employees beyond 10 on a year-by-year basis.

- F. If any provision shall be found to be contrary to law then both sides agree to meet and negotiate that illegal portion of the contract.
- G. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- H. In the event that school transportation is not available, teachers required in the course of their work to drive personal automobiles shall receive a car allowance of the maximum amount allowable by IRS regulation without a 1099 form being filed by the district. This allowance shall be given for the use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- I. The GEA may set up an In-service Committee to serve during the current school year. This committee may submit professional development recommendations for consideration by the Superintendent. The purpose of the Committee is to suggest professional development topics for the following school year.
- J. Grant Public Schools' facilities may be used during the regular instructional day for community activity if the Association building representative, the teacher(s) involved, and the building principal can agree on scheduling.
- K. A conference committee comprised of Association leadership and superintendent's administrative team shall meet to discuss various issues.
- L. MENTORING In accordance with PA 335 of 1993, section 1526, for the first three (3) years of employment in classroom teaching, a teacher shall be assigned one (1) or more master teachers who shall act as a mentor or mentors to the teacher. The building principal shall make the assignment. The parties have agreed to the following principles as the basis of operation for mentoring:
1. Participation as a mentor teacher shall be voluntary.
  2. Mentors and mentees may be allowed release time for observations.



3. If the building principal, mentor, or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year by mentee, mentor or building principal.
4. Neither the mentor nor mentee shall be called upon to evaluate the other nor be called upon as witness in any grievance or administrative hearing involving the other. The only exception to the foregoing will occur if the mentor or mentee has firsthand knowledge of alleged professional misconduct (i.e., section 1230b of the Michigan Revised School Code).
5. Training for the role of mentor shall be provided by the school district without cost to the mentor.
6. Bargaining unit members who serve as a mentor will receive a stipend of \$125 per semester (\$250 per year.)

M. CONTINUED EDUCATIONAL GROWTH AND TUITION REIMBURSEMENT

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

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

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

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

2. Criteria for lateral movement on the salary schedule.

The compensation for lateral movement on the salary schedule will be for hours taken beyond the Bachelor's Degree. This compensation is for semester hours of successful graduate or equated approved undergraduate study deemed valuable in the teaching assignment by administration. Only those approved courses taken after the teacher has acquired a provisional, life or permanent teaching certificate, will apply. The intent of this is to reimburse teachers for work, which is taken for their Master's Degree or their teaching area. Undergraduate courses that are counted toward a graduate program may be approved also. Courses taken for hobbies, personal relaxation or non-related fields are encouraged for personal enhancement and enjoyment, but are not compensated.

During times when step advancement can take place, to qualify for movement to the BA + 36 salary column, the 36 semester hours must be taken as follows: (any combination of)

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

**ARTICLE XIX**

**CALENDAR STRUCTURE**

- A. The contractual workday calendar for teachers is based on 183 days for 2015-16 and 185 days for 2016-17 and beyond for teacher report days. Within those days the district will schedule student report days, and staff report days, which will include professional development days. These days are intended to meet or exceed the state requirements for instructional days and hours to provide the district access to all possible State Aid.
- B. Within the 183 days for 2015-16 and 185 days for 2016-17 and beyond mentioned above there are:
  - a. Three (3) report/paid professional development days.
  - b. Two (2) non-report/non-paid professional development days. The non-report /non-paid days equal to 1% reduction of salary already applied to Schedule (A) effective 2013-14.
  - c. 178 student report days for 2015-16 and 180 student report days for 2016-17 and beyond.
- C. As a part of the teacher work calendar there are four (4) evening events consisting of 3 hours each that will be scheduled. The following are examples, but not limited to, Parent/Teacher Conferences and Freshman Orientation.
- D. The District will discuss the structure of the calendar for the following year with the GEA President by April 30<sup>th</sup> each year.
- E. It is import to remember that the state requirements for start dates and county wide common calendar must be followed.

### Calendar for 2015-16

						Student			Teach			
	M	T	W	TH	F	#days	Month	Total	#days	Month	Total	
August	3	4	5	6	7	0			0			
	10	11	12	13	14	0			0			
	17	18	19	20	21	0			0			Non-report non-paid PD days #1 and #4
	24	25	26	27	28	0			0			PD days for staff #2 and #3
	31					0	0	0	1	1	1	
September		1	2	3	4	0			3			Labor Day Break
	7	8	9	10	11	4			4			First Day of School for Students
	14	15	16	17	18	5			5			
	21	22	23	24	25	5			5			
	28	29	30			3	17	17	3	20	21	
October				1	2	2			2			
	5	6	7	8	9	5			5			1/2 day for Students, 1/2 day PD/PLC
	12	13	14	15	16	5			5			
	19	20	21	22	23	5			5			
	26	27	28	29	30	5	22	39	5	22	43	
November	2	3	4	5	6	5			5			Election Day reminder
	9	10	11	12	13	5			5			End of 1st MP
	16	17	18	19	20	5			5			Fall Parent Teacher Conferences from 5 to 8 PM
	23	24	25	26	27	3			3			1/2 day for Students, 1/2 day PD/PLC
	30					1	19	58	1	19	62	Thanksgiving Break
December		1	2	3	4	4			4			
	7	8	9	10	11	5			5			
	14	15	16	17	18	5			5			Christmas Break
	21	22	23	24	25	2			2			Christmas Break
	28	29	30	31		0	16	74	0	16	78	
January					1	0			0			Christmas Break
	4	5	6	7	8	5			5			
	11	12	13	14	15	5			5			
	18	19	20	21	22	5			5			End 2nd MP & 1st Sem. 1/2 day students & 1/2 Rec./PLC.
	25	26	27	28	29	5	20	94	5	20	98	
February	1	2	3	4	5	5			5			
	8	9	10	11	12	5			5			PD for staff #5
	15	16	17	18	19	5			5			Spring PTC 5-8 PM (HS 18th only +1 for 9th orientation.)
	22	23	24	25	26	4			5			1/2 day for Students, 1/2 day PD/PLC
	29					1	20	114	1	21	119	
March		1	2	3	4	4			4			
	7	8	9	10	11	5			5			
	14	15	16	17	18	5			5			1/2 day for Students, 1/2 day for Rec/PLC
	21	22	23	24	25	4			4			No school or Snow flex day determined by 3/11/16
	28	29	30	31		4	22	136	4	22	141	End of 3rd MP
April					1	0			0			Spring Break
	4	5	6	7	8	0			0			
	11	12	13	14	15	5			5			
	18	19	20	21	22	5			5			9th grade orientation to be held one of these 2 days.
	25	26	27	28	29	5	15	151	5	15	156	1/2 day for Students, 1/2 day PD/PLC
May						0			0			
	2	3	4	5	6	5			5			
	9	10	11	12	13	5			5			
	16	17	18	19	20	5			5			Tentative Graduation date
	23	24	25	26	27	4			4			No school or Snow flex day determined by 4/15/16
30	31				1	20	171	1	20	176	Memorial Day	
June			1	2	3	3			3			
	6	7	8	9	10	4			4			Tentative End 4th MP & 2nd Sem. 1/2 day students & 1/2 Rec./PLC
	13	14	15	16	17	0			0			
	20	21	22	23	24	0			0			
	27	28	29	30		0	7	178	0	7	183	

### Proposed Calendar for 2016-17 to be finalized spring 2016

	M	T	W	TH	F	Student			Teach			
						#days	Month	Total	#days	Month	Total	
August	1	2	3	4	5	0			0			
	8	9	10	11	12	0			0			
	15	16	17	18	19	0			0			Non-report non-paid PD days #1 and #4
	22	23	24	25	26	0			0			PD days for staff #2 and #3
	29	30	31			0	0	0	3	3	3	
September				1	2	0			1			Labor Day Break
	5	6	7	8	9	4			4			First Day of School for Students
	12	13	14	15	16	5			5			
	19	20	21	22	23	5			5			
	26	27	28	29	30	5	19	19	5	20	23	
October	3	4	5	6	7	5			5			
	10	11	12	13	14	5			5			1/2 day for Students, 1/2 day for PD/PLC
	17	18	19	20	21	5			5			
	24	25	26	27	28	5			5			
	31					1	21	40	1	21	44	
November		1	2	3	4	4			4			Election Day
	7	8	9	10	11	5			5			End of 1st MP
	14	15	16	17	18	5			5			Fall Parent Teacher Conferences from 5 to 8 PM
	21	22	23	24	25	3			3			1/2 day for Students, 1/2 day for PD/PLC
	28	29	30			3	20	60	3	20	64	Thanksgiving Break
December				1	2	2			2			
	5	6	7	8	9	5			5			
	12	13	14	15	16	5			5			Christmas Break
	19	20	21	22	23	3			3			Christmas Break
	26	27	28	29	30	0	15	75	0	15	79	
January	2	3	4	5	6	4			4			Christmas Break
	9	10	11	12	13	5			5			
	16	17	18	19	20	5			5			End 2nd MP & 1st Sem. 1/2 day students & 1/2 Rec./PLC
	23	24	25	26	27	5			5			
	30	31				2	21	96	2	21	100	
February			1	2	3	3			3			
	6	7	8	9	10	5			5			Spring PTC 5-8 PM (HS 15th only +1 for 9th orientation.)
	13	14	15	16	17	5			5			1/2 day for Students, 1/2 day for PD/PLC
	20	21	22	23	24	5			5			PD for staff #5
	27	28				1	19	115	2	20	120	
March			1	2	3	3			3			
	6	7	8	9	10	5			5			MME testing ???
	13	14	15	16	17	5			5			1/2 day for Students, 1/2 day for PD/PLC
	20	21	22	23	24	5			5			
	27	28	29	30	31	4	22	137	4	22	142	End of 3rd MP Spring Break
April	3	4	5	6	7	0			0			Spring Break
	10	11	12	13	14	5			5			
	17	18	19	20	21	5			5			9th grade orientation to be held one of these 2 days.
	24	25	26	27	28	5	15	152	5	15	157	
May	1	2	3	4	5	5			5			
	8	9	10	11	12	5			5			1/2 day for Students, 1/2 day for PD/PLC
	15	16	17	18	19	5			5			Tentative Graduation date
	22	23	24	25	26	4			4			No school or Snow flex day determined by 4/21/17
	29	30	31			2	21	173	2	21	178	Memorial Day
June				1	2	2			2			
	5	6	7	8	9	5			5			Tentative End 4th MP & 2nd Sem. 1/2 day students & 1/2 Rec/PLC
	12	13	14	15	16	0			0			
	19	20	21	22	23	0			0			
	27	28	29	30		0	7	180	0	7	185	

**2015-16 and 2016-17 Schedule A for hires BEFORE July 1, 2013**

Schedule A Hires Before July 1, 2013								
STEP	Index	BA		BA + 18		MA/BA+36		MA + 12
0	0.9800	\$35,978	0.98	\$38,259	0.98	\$39,640	0.98	\$41,022
1	1	\$36,712	1.0634	\$39,040	1.1018	\$40,449	1.1402	\$41,859
2	1.0771	\$39,542	1.1177	\$41,033	1.1579	\$42,509	1.1983	\$43,992
3	1.1294	\$41,463	1.1721	\$43,030	1.214	\$44,568	1.2564	\$46,125
4	1.1816	\$43,379	1.2263	\$45,020	1.2701	\$46,628	1.3146	\$48,262
5	1.2339	\$45,299	1.2806	\$47,013	1.3262	\$48,687	1.3726	\$50,391
6	1.3156	\$48,298	1.3645	\$50,094	1.4119	\$51,834	1.4604	\$53,614
7	1.368	\$50,222	1.4188	\$52,087	1.468	\$53,893	1.5185	\$55,747
8	1.4201	\$52,135	1.4731	\$54,080	1.5199	\$55,799	1.5765	\$57,876
9	1.4723	\$54,051	1.5274	\$56,074	1.5802	\$58,012	1.6347	\$60,013
10	1.5537	\$57,039	1.6108	\$59,136	1.6363	\$60,072	1.6927	\$62,142
11	1.6058	\$58,952	1.6652	\$61,133	1.7215	\$63,200	1.7799	\$65,344
12	1.6579	\$60,865	1.7195	\$63,126	1.776	\$65,201	1.838	\$67,477
13	1.6579	\$60,865	1.7195	\$63,126	1.8325	\$67,275	1.8956	\$69,591
14	1.6579	\$60,865	1.7195	\$63,126	1.8325	\$67,275	1.8956	\$69,591
15	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
16	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
17	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
18	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
19	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
20	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
21	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
22	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
23	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
24	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
25	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
26	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
27	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
28	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
29	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
30	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342

\* Those teachers who would see an increase from step and/or lane advancement will receive “one step/lane” from 2014-15 during the 2015-16 school year. Then in 2016-17 teachers who would see an increase from step and/or lane advancement will receive “one step/lane” increase on the “step history” from 2015-16 but the compensation would equal half the amount.

\*\*The reduction of 2% for the 2 non-report PD days and the first 2 inclement weather days is calculated into the base.

**2015-16 and 2016-17 Schedule A for hires AFTER July 1, 2013**

Schedule A for New Hires after July 1, 2013								
STEP	Index	BA		BA + 18		MA/BA+36		MA + 12
0	No Index	36,723	0.98	\$38,259	0.98	\$39,640	0.98	\$41,022
1	No Index	37,715	1.0634	\$39,040	1.1018	\$40,449	1.1402	\$41,859
2	No Index	39,452	1.1177	\$41,033	1.1579	\$42,509	1.1983	\$43,992
3	No Index	40,941	1.1721	\$43,030	1.214	\$44,568	1.2564	\$46,125
4	No Index	42,243	1.2263	\$45,020	1.2701	\$46,628	1.3145	\$48,258
5	1.2339	\$45,299	1.2806	\$47,013	1.3262	\$48,687	1.3726	\$50,391
6	1.3156	\$48,298	1.3645	\$50,094	1.4119	\$51,834	1.4604	\$53,614
7	1.368	\$50,222	1.4188	\$52,087	1.468	\$53,893	1.5185	\$55,747
8	1.4201	\$52,135	1.4731	\$54,080	1.5199	\$55,799	1.5765	\$57,876
9	1.4723	\$54,051	1.5274	\$56,074	1.5802	\$58,012	1.6347	\$60,013
10	1.5537	\$57,039	1.6108	\$59,136	1.6363	\$60,072	1.6927	\$62,142
11	1.6058	\$58,952	1.6652	\$61,133	1.7215	\$63,200	1.7799	\$65,344
12	1.6231	\$59,587	1.6833	\$61,797	1.776	\$65,201	1.838	\$67,477
13	1.6404	\$60,222	1.7014	\$62,462	1.77894	\$65,308	1.84101	\$67,587
14	1.6579	\$60,865	1.7195	\$63,126	1.78188	\$65,416	1.84402	\$67,698
15	1.6667	\$61,188	1.7287	\$63,464	1.80082	\$66,112	1.86335	\$68,407
16	1.6755	\$61,511	1.7379	\$63,802	1.81976	\$66,807	1.88268	\$69,117
17	1.6843	\$61,834	1.7471	\$64,140	1.8387	\$67,502	1.90201	\$69,827
18	1.6931	\$62,157	1.7563	\$64,477	1.85764	\$68,198	1.92134	\$70,536
19	1.702	\$62,484	1.7655	\$64,815	1.8766	\$68,894	1.9407	\$71,247
20	1.7097	\$62,767	1.77328	\$65,101	1.88432	\$69,177	1.94848	\$71,533
21	1.7174	\$63,049	1.78106	\$65,386	1.89204	\$69,461	1.95626	\$71,818
22	1.7251	\$63,332	1.78884	\$65,672	1.89976	\$69,744	1.96404	\$72,104
23	1.7328	\$63,615	1.79662	\$65,958	1.90748	\$70,027	1.97182	\$72,389
24	1.7405	\$63,897	1.8044	\$66,243	1.9152	\$70,311	1.9796	\$72,675
25	1.7479	\$64,169	1.8122	\$66,529	1.92168	\$70,549	1.98716	\$72,953
26	1.7553	\$64,441	1.82	\$66,816	1.92816	\$70,787	1.99472	\$73,230
27	1.7627	\$64,712	1.8278	\$67,102	1.93464	\$71,025	2.00228	\$73,508
28	1.7701	\$64,984	1.8356	\$67,389	1.94112	\$71,262	2.00984	\$73,785
29	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342
30	1.7849	\$65,527	1.8434	\$67,675	1.9541	\$71,739	2.025	\$74,342

\* Those teachers who would see an increase from step and/or lane advancement will receive “one step/lane” from 2014-15 during the 2015-16 school year. Then in 2016-17 teachers who would see an increase from step and/or lane advancement will receive “one step/lane” increase on the “step history” from 2015-16 but the compensation would equal half the amount.

\*\*\$36,989 will be the base for all steps and lanes affected by index values. Steps with no index would be affected by the same adjustment +/- to the base.

\*\*\*The reduction of 2% for the 2 non-report PD days and the first 2 inclement weather days is calculated into the base.

**SCHEDULE B**  
**EXTRA ACTIVITY COMPENSATION**

**Extra Activity Contracts**

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

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

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

**A. Athletics**

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

Each coach will begin at the step on the BA schedule which coincides with the number of years (up to the maximum identified in the preceding paragraph) he/she has coached in that particular sport at the interscholastic level. The pay scaled titled Schedule A for hires BEFORE July 1, 2013 will be used for the calculation process.

**Basketball**

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

**Cheerleading**

Head Varsity	11.0
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**Cross Country**

Head Varsity	9.0
Middle School	5.0

**Football**

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

**Golf**

Head Varsity	9.0
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**Tennis**

Head Varsity	9.0
Assistant Tennis	7.0

**Volleyball**

Head Varsity	12.0
Jr. Varsity	9.0

9th Grade	7.0
Middle School	5.0
<b>Wrestling</b>	
Head Varsity	12.0
Assistant	7.0
Middle School	5.0
<b>Baseball/Softball</b>	
Head Varsity	9.0
Jr. Varsity	7.0
<b>Track</b>	
Head Varsity	9.0
Assistant Varsity (4)	6.0
Middle School	5.0
<b>Soccer</b>	
Head Varsity	9.0
Jr. Varsity	7.0

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

**Primary Center/Elementary**

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

**Middle School**

Annual	4.0
Student Council	1.0

**High School**

Art Club	4.0
Class Advisors:	
9th Grade	1.0
10th Grade	1.0
11th Grade	3.0
12th Grade	1.0
Drama Club	2.0
FFA/Summer Ag Program	14.0
Instrumental Music (Secondary)	9.0
National Honor Society	1.0
Plays (each)	3.0
Quiz Bowl	3.0
Ski Club	1.0
Student Council	2.0
Vocal Music (Secondary)	9.0
Yearbook (if outside of regular school day)	6.0
Yearbook (if in conjunction with a class)	2.0

**Other**

Lead Teacher \$400 – (PLC Teacher)
Mentor \$250. per yr.





**GRANT PUBLIC SCHOOLS  
NTPSM PERFORMANCE REVIEW**

Note: The parties will meet to revise/edit the form here to address bargaining unit members who do not fall under the Michigan Teacher Tenure Act. The final form to be ratified by the parties.

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

**DISTRICT MISSION STATEMENT**

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

Teacher \_\_\_\_\_ Grade/Subject \_\_\_\_\_

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

Observation Date(s) \_\_\_\_\_

Lesson(s) Observed \_\_\_\_\_

Conference Date(s) \_\_\_\_\_

Evaluator \_\_\_\_\_



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

**EVALUATOR'S COMMENTS**

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

- PROFESSIONALISM AND CONDUCT**
- PERFORMANCE AND CLASSROOM CLIMATE**
- INSTRUCTIONAL EFFECTIVENESS**
- PROFESSIONAL DEVELOPMENT**
- SUMMARY**

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

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

\_\_\_\_\_ **Satisfactory**  
\_\_\_\_\_ **Unsatisfactory (improvement plan needed)**

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

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<b>Teacher's signature</b>	<b>Date</b>	<b>Evaluator's signature</b>	<b>Date</b>
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**Teacher comments may be attached on a separate sheet.**

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

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**GRANT PUBLIC SCHOOLS  
NTPSM PERFORMANCE REVIEW  
ASSISTANCE/IMPROVEMENT PLAN**

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

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

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

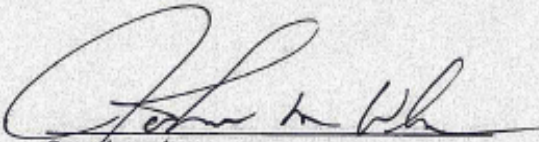
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**DURATION OF AGREEMENT**

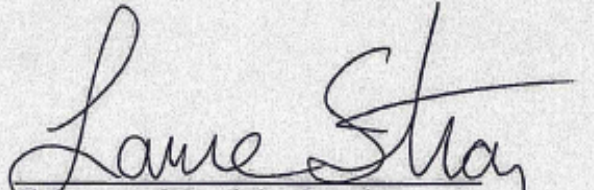
This agreement shall be effective as of August 25, 2015 and shall continue in effect until June 30, 2017. This agreement shall not be extended and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION**

**GRANT EDUCATION ASSOCIATION**



Superintendent



Chairperson of Negotiating Committee