



Grand Haven Area Public Schools

PROFESSIONAL NEGOTIATION AGREEMENT

between

GRAND HAVEN AREA PUBLIC SCHOOLS

Ottawa and Muskegon Counties, State of Michigan

and

**THE GRAND HAVEN EDUCATION ASSOCIATION,
INCORPORATED
MEA-NEA**

August 23, 2012 – August 22, 2014

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ARTICLE I

PREAMBLE

- A. WHEREAS, the Board of Education of the Grand Haven Area Public Schools (hereinafter referred to as the Board), and the Grand Haven Education Association, Incorporated (hereinafter referred to as the Association), recognize and declare that the implementation, development and operation of a high-quality instructional program for the students of this school district is their mutual goal and responsibility, and that the character of such education depends upon the quality and morale of the teaching service, and
- B. WHEREAS, this common high purpose may best be achieved by close consultation, mutual respect and understanding between the Board and the Association, and
- C. WHEREAS, the Association recognizes that the Board under law has the final responsibility for establishing policies for the district, and
- D. WHEREAS, the Board recognizes that teaching is a profession and the skills, knowledge and creative capacities of teachers contribute greatly toward the goal of high-quality schools for this district, and
- E. WHEREAS, the laws of the state of Michigan authorize public employees and public employers to enter collective negotiation agreements concerning rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- F. WHEREAS, the Board did recognize the Association, by formal resolution, on March 8, 1966, as the choice of a majority of the employees covered by this Agreement as the exclusive representative for the purpose of collective negotiations with the Board in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and
- G. WHEREAS, the parties, following deliberate professional negotiations, have reached certain understanding, and
- H. WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the students attending school therein, the teachers represented by the Association, and the residents of the Grand Haven Area Public Schools, and

- I. WHEREAS, provisions of this article shall not constitute the basis of a grievance nor be used to interpret subsequent provisions of this contract,
- J. NOW THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for those employees of the Board described as full-time classroom teachers, certified teaching staff (including coordinator, if any) in the alternative education program, contracted part-time classroom teachers (including long-term substitute teachers, but excluding temporary substitute teachers), vocational instructors, certificated consultants and counselors (exclusive of the Director of Guidance and Counseling,) librarians (exclusive of the Director of Media Services), special education teachers including School Psychologists and School Social Workers, Occupational and Physical Therapists (exclusive of the Director of Special Education) and excluding Recreation Department Director and Staff and Community Education program staff (such as adult basic education teacher, leisure / enrichment course teachers, etc.). Further, that the supervisory, administrative and executive personnel, including but not limited to Superintendents, Assistant Superintendents, Principals, Assistant Principals, and all other employees not specifically included as part of the bargaining unit above mentioned, shall not be included in said unit.

ARTICLE II (A)
DEFINITIONS

- A. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit, except to the extent that specific provisions are made applicable to a "long-term substitute teacher."
- B. A "temporary substitute teacher" is a person who replaces a regular teacher for less than sixty-one (61) consecutive school days in the same assignment.

- C. A "long-term substitute teacher" is a person who replaces a regular teacher for sixty-one (61) or more consecutive school days in the same assignment.
- D. Wherever the singular is used, it is to include the plural.
- E. Where the term "Board" is used, it shall mean the Grand Haven Area Public Schools Board of Education, and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- F. Where the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place and stead.
- G. Wherever the term "Principal" is used, it is to include the administrator of any work location or functional division or group.
- H. Where the term "this Agreement" is used, it shall mean the Agreement itself, together with all appendices incorporated by reference and Letters of Understanding.
- I. Where the term "Association" is used, it shall mean the Grand Haven Education Association Incorporated and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- J. Wherever the term "Association Representative" is used, it shall mean the teachers in a school designated by the Association to represent all the teachers in that school.
- K. Wherever the term "District" is used, it shall mean the Grand Haven Area Public Schools.
- L. Current basic salary shall be defined to mean Step 1 on the present AB salary schedule.
- M. For the purposes of Article XX, Section C. the term "recognized accredited school" shall mean a school recognized as accredited by the North Central Association of Colleges and Schools, New England Association of Colleges and Schools, Middle States Association of Colleges and Schools, Southern Association of Colleges and Schools, Northwestern Association of Colleges and Schools, and the Western Association of Colleges and Schools. Further, it is agreed that the University of Michigan is recognized as an accrediting agency for schools. It is agreed that if a district high school is accredited by

one of the above named agencies, it is assumed other schools within that district also meet accrediting standards.

- N. "Accrediting agency" as contained within Article XIV (Orderly Reduction of Personnel), paragraph B.2. (Qualifications) shall mean North Central Association of Colleges and Schools.

ARTICLE III

BOARD RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it, by the laws and the constitution of the state of Michigan and/or the United States, or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to duties and responsibilities of the teacher and working conditions, which are not inconsistent with this Agreement or in violation of law.
- C. The Board retains the rights of management and control of school property, facilities, grades and courses of instruction, athletics and recreation programs, methods of instruction, materials used for instruction, and the selection, assignment, direction, transfer, promotion, demotion, discipline or dismissal of personnel excepting where expressly and in specific terms limited by the provisions of this Agreement.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Board agrees to recognize and observe all of the rights given the Association pursuant to Act 379 of the Public Acts of 1965, and all other applicable laws.
- B. The Board and the Association recognize the right of either party to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

- C. The Association shall be notified in writing upon employment of any new teacher and when a substitute teacher obtains the status of a long-term substitute or is hired as such.
- D. The Board recognizes the right of the Association to make reasonable requests, which may be required to be in writing, for certain Board information which is public in nature, which is neither privileged or otherwise confidential, and which will aid the Association in developing intelligent, accurate, informed and constructive programs on behalf of teachers, or which will aid the Association in processing any grievance or complaint. The Board agrees to furnish the Association, in response to such reasonable requests, published information available to the public. Requests for information not available to the public in published reports shall be submitted to the Superintendent who shall have the option of supplying the information or referring the request to the Board. Original records of the Board may be examined only at the office of the Board. The Association shall reimburse the Board for extra expense incurred in furnishing information or making records available.

The Board will provide to the President of the Association a copy of such Board meeting notices, agendas, public minutes with public attachments, and a copy of other printed information as is distributed to the public and/or the media at public Board meetings.

- E. The Association has the right to consult with the Board and/or its administrative representatives during the planning and revision stage of new or modified fiscal budgetary or tax programs, construction programs, or revisions of educational policy, which are proposed or under consideration; provided, however, that the Board shall not be obligated to notify the Association with respect to such programs and policies; provided further that the Board shall have final authority in determining all such programs and policies; and provided still further that when unusual circumstances preclude a formal meeting from being held, such communication may be accomplished by telephone.
- F. The Association and its representatives shall have the right to use school space at all reasonable hours which do not interfere with normal school operations for meetings upon request for such use in accordance with established regulations. If special custodial service is required, the Board may make a reasonable charge, therefore, this provision shall be suspended during the period of any strike or withholding of services by the Association.

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. If a representative of the Association not employed by the school district shall visit the school for any reason concerning Association business, the representative shall first check in with the building principal or designee and state the nature of the business and the person or persons he/she wishes to see. In the event any Association representative shall violate the provisions of this section, the principal or designee may have the person removed.
- H. The Association shall have the right to use school equipment, including telephones, computers, copiers, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise needed or in use. The Association agrees that the use of school equipment shall be limited to qualified operators and shall be in accordance with established regulations. The Association shall pay for the cost of all materials, supplies, repairs and/or replacements incident to such use.
- I. The Association shall have the right to post notices of its activities and matters on Association bulletin boards, at least one which shall be provided in each staff lounge or designated location in each school building. The Association may use the school internal mail services and teachers' mailboxes for communication to teachers in accordance with established regulations. The term "established regulations" refers to existing school rules and regulations pertaining to the use of school-owned buildings, property, services and equipment. All Association materials intended for distribution or display in any property under the management of the Board shall be identified as Association material before display or distribution.
- J. The Board recognizes the right of any teacher to request the following payroll deductions or reductions:
1. United Professional Dues or Equivalent Service Fees
 2. Group Insurance Premiums
 3. U.S. Savings Bonds
 4. Ottawa County School Employees' Credit Union
 5. United Fund Contributions
 6. Tax-Deferred Annuity Programs

All of the above voluntary deductions shall be made upon written authorization of the teacher, which shall be kept on file in the District's Business Office.

ARTICLE V

ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect until formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. (This pertains to continuing memberships).
- B. The deduction of membership dues or fees shall be made from the first paycheck each month beginning in September and ending in June of each year, and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- C. 1. All members of the bargaining unit, as a condition of employment, shall pay either the monthly membership dues of the Association or the appropriate Representation service fee of the Association, not to exceed the amount of the dues uniformly required of members to the Association. The teacher shall pay such dues or fees directly to the Association or authorize payment through payroll deduction, as herein provided.
- Members not electing payroll deductions shall pay the dues or representation fee not later than October 15 of the current school year, or thirty (30) days after the beginning of employment, whichever is later.
2. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, unless otherwise required by law or court order to be treated differently in the event a teacher contests the amount of the deduction.
3. A teacher contesting the appropriate amount of the representation service fee to be deducted must exhaust the internal administrative procedures of the Association.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

4. The parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.
5. In the event that a teacher shall not pay such Representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the Association and pursuant to MCLA 408.477; MSA 17.277(7), deduct the Representation service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made as provided in Section B above, as nearly as is possible.
6. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
7. A teacher shall cease to be subject to payment of dues or the representation service fees beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Board of the names of such teachers following the end of each month which the termination

took place. The Board agrees to advise the Association in writing of all additions, deletions or change in status of members of the bargaining unit.

8. In the event of any legal action brought against the Board in any court or administrative agency because of its compliance with Section C of this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall consult with the Board regarding the appointment of counsel and agrees that its legal counsel shall consult with the Board's legal counsel regarding defense of the action and litigation strategy. No settlement or compromise shall be agreed upon which imposes any detriment to the Board without its consent and prior consultation.

9. The Association agrees to indemnify and hold the Board, including each individual school board members and its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability and expense, including, but not limited to, back pay damages and all court or administrative agency costs that may arise out of or by reason of any action or legal stance taken by the Board for the purpose of complying with this Article. It is agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE VI

TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill as a teacher in the most effective and proper manner to insure the highest quality of education in the Grand Haven Area Public Schools.

- B. Good teaching extends beyond classroom walls and scheduled hours. Teaching is a profession, which requires, among other things, the devotion of extra time to self-improvement and out-of-school time for the preparation of projects, lesson plans, grading of papers, and counseling parents.

- C. In order to insure continued improvement of the educational process in the Grand Haven Area Public Schools, the Association and the teachers will continue in accordance with

past practices to assist in the study, review, revision, updating and amending of the school curriculum through department and grade committees.

D. The Association and the teachers recognize their obligation to continue to lend their skill and knowledge in the form of recommendations for textbook selections, teaching materials, and plans for new or renovated buildings. The Board's decision in these matters shall be final.

E. **Personnel File**

1. There shall be one personnel file for each teacher, maintained in one central location. Compliments and complaints to be added to or removed from this file must be supplied to the teacher. Complaints concerning a teacher shall be brought to the attention of the teacher and/or filed in a timely manner, identify the name of the person making the complaint, the date and the nature of the complaint, and the conclusion of the administrator who received the complaint. No complaint, including those of an administrator, shall be placed in a teacher's personnel file that has not been investigated and found to be accurate.

- Anonymous complaints (i.e., where the person making the complaint does not identify himself/herself) shall be disregarded.
- Anonymous complaints (i.e., where the identity of the person making the complaint is not made known to the teacher) shall not be placed in the teacher's personnel file unless the complaint(s) is a part of a disciplinary measure; as defined in Article VI, H.

2. Any complaint in a teacher's personnel file not meeting the above criteria shall be removed unless corrected.

- Each teacher shall have the right upon request to review and discuss the contents of the teacher's personnel file, including administrative evaluations, written complaints and commendations.
- Pre-employment documents are exempted from such review.
- With the consent and approval of the principal, teachers are entitled to place items, which are deemed important to the teacher's professional evaluation in the teacher's personnel file. Each teacher should keep his/her certificate and transcript current.

3. **Freedom of Information Act (FOIA) Requests**

Whenever the District receives a request under the Michigan Freedom of Information Act, MCL 15.231 et. seq., for disclosure of documents concerning a teacher, a copy of the request shall be faxed to the Association Executive Director and either faxed or mailed to the teacher within two (2) work days of the receipt of the request by the District. In the event that the District intends to disclose any documents, a copy of said documents should first be made available to the Association and the teacher so that the Association and the teacher are aware of the documents intending to be disclosed.

- F. Whenever corrective action is proposed, the teacher shall be notified and shall be entitled to have present a representative of the Association. The general purpose of any meeting shall be made known to the teacher at the time of the meeting notification.
- G. No teacher shall be disciplined for a reason that is arbitrary or capricious.
- H. No school psychologist or school social worker shall be disciplined or discharged for a reason that is arbitrary or capricious. As used in this paragraph, "discipline" shall not include demotion, discharge or dismissal unless:
 - 1. The school psychologist or school social worker has been employed by the Board in such capacity for a period of two (2) full years, and
 - 2. The school psychologist or school social worker has no tenure rights under the Teacher Tenure Act.

It is expressly understood, however, that such school psychologists and school social workers shall be deemed to be serving a period of probation for the first two (2) full years of their employment in such capacity during which time termination of services or failure to re-employ are nongrievable actions.

- J. Teachers affected by actions not subject to the grievance procedure, including the termination of services of or failure to re-employ any probationary teacher, and the dismissal or failure to re-employ a probationary psychologist or social worker may schedule a meeting with the superintendent with or without an Association representative.
- K. No teacher shall be required to accept or be responsible for a student teacher without his/her consent.

ARTICLE VII

TEACHING CONDITIONS

A. **Calendar**

The Association and the Board shall mutually agree upon the Calendar(s) for each year of this Agreement. Said Calendar(s) shall be set forth in Appendix "C" attached hereto.

The Calendar for each year of this Agreement shall provide at least one (1) day of jointly planned (by the Board and Association) in-service training for all teachers.

B. **Working Hours**

1. Teachers will report for duty not less than ten (10) minutes prior to the start of the school day as established for the administrative unit in which the teacher is employed. Teachers will remain on duty for a sufficient period after the close of the school day to attend to those matters which require the teacher's attention, but not less than ten (10) minutes, except for the high school staff, following the close of the school day as established for the administrative unit in which the teacher is employed. As used in this paragraph, the term "school day" shall encompass the time between the starting time and ending time for pupils in the administrative unit involved. Provided, however, that with respect to any day on which teachers are scheduled to report for duty in the absence (or shortened presence) of pupils, the teacher's day shall be based on the normal school day unless adjusted by the administration for a particular administrative unit or the District at large. Teachers whose regular assigned duties vary from the normal school working hours will have proportionate adjustments made in their working schedules.
2. It is expressly understood that psychologists, social workers and psychologist-social workers are to meet their obligation as in the past as required in the future for attendance at meetings before and after the administratively scheduled working hours, including parent and staff training meetings in the evenings. This obligation does not require proportionate adjustments made in their working schedule and is without additional compensation.
3. A teacher shall be expected to attend professional staff meetings when called by the building principal or his/her designee. A teacher may place appropriate educationally related items on the agenda for the building meetings. The agenda

for building meetings should be presented to the teacher at least one day in advance of the meeting.

4. All teachers, with the exception of Central High School teachers, shall be entitled to an uninterrupted, duty-free lunch period. This period shall conform to the designated prevailing lunch period for the particular school in which the teacher is employed, but shall be of not less than forty (40) minutes duration, which may include five (5) minutes passing, with the exception of kindergarten, which may be adjusted by mutual agreement to thirty-five (35) minutes to meet state-mandated hours. Exceptions to the duty-free lunch period may be made by mutual agreement between the building principal and the teacher involved.

- Central High School teachers will have a twenty-five (25) minute lunch and a sixty (60) minute daily planning period. The remaining 30 minutes in the block schedule will be available on a daily basis for student directed assistance.

5. **Emergency Conditions**

Teachers are not expected to report for duty on those scheduled attendance days when the school district is closed to students. It is understood that during days when school is not in session there shall be no deductions from a teacher's leave days of absence.

- Should severe weather or emergency conditions cause the closing of the schools during a school day, the teacher will remain on duty until dismissed by the administration.

6. At the end of each semester a time shall be provided for all teachers to complete necessary records and reports as provided in Appendix C (calendar footnotes.)
7. The daily length of the scheduled school working hours for psychologists, social workers and psychologist-social workers shall be seven (7) hours or the daily length of the normal school working hours of the high school, whichever is greater.
8. In the event that the school district offers in-service programs and/or workshops beyond the school calendar and/or beyond the normal working hours for which

teachers do not receive additional compensation for attending, said attending shall be voluntary.

9. The schedule of student classes for Grand Haven High School shall be as printed below:

GRAND HAVEN HIGH SCHOOL 2012-2013
Schedule of Student Classes

<p>Zero Hour 6:30 – 7:40 a.m. 1st Hour 7:45 – 8:55 a.m. 2nd Hour 9:01 – 10:11 a.m. 3rd Hour 10:17 – 11:29 a.m. A LUNCH 11:35 a.m. – 12:10 p.m. 4th Hour 12:10 – 1:20 p.m. 5th Hour 1:26 – 2:36 p.m.</p>	<p>Zero Hour 6:30 – 7:40 a.m. 1st Hour 7:45 – 8:55 a.m. 2nd Hour 9:01 – 10:11 a.m. 3rd Hour 10:17 – 11:29 a.m. 4th Hour 11:35 a.m. – 12:10 p.m. B LUNCH 12:10 – 12:45 p.m. 4th Hour 12:45 – 1:20 p.m. 5th Hour 1:26 – 2:36 p.m.</p>	<p>Zero Hour 6:30 – 7:40 a.m. 1st Hour 7:45 – 8:55 a.m. 2nd Hour 9:01 – 10:11 a.m. 3rd Hour 10:17 – 11:29 a.m. 4th Hour 11:35 a.m. – 12:10 p.m. C LUNCH 12:51 – 1:26 p.m. 5th Hour 1:26 – 2:36 p.m.</p>
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10. The student schedule at the Middle Schools shall be as printed below:

WHITE PINES MIDDLE SCHOOL 2012-2013
Schedule of Student Classes

5 th Grade 1	5 th Grade 2	6 th Grade 1	6 th Grade 2
Homeroom 8:45 – 9:00 a.m.	Core 8:45 – 9:57 a.m.	Core 8:45 – 11:50 a.m.	Core 8:45 – 11:10 a.m.
Specials 9:05 – 9:57 a.m.	Specials 10:03 – 10:55 a.m.		
Core 10:02 – 11:50 a.m.	Core 10:35 a.m. – 12:35 p.m.		
Lunch 11:50 a.m. – 12:30 p.m.	Lunch 12:35 – 1:15 p.m.	Lunch 11:50 a.m. – 12:30 p.m.	Lunch 11:10 – 11:50 a.m.
Core 12:35 – 3:45 p.m.	Core 1:20 – 3:45 p.m.	Specials 12:35 – 1:27 p.m.	Core 11:55 a.m. – 1:27 p.m.
		Core 1:32 – 3:45 p.m.	Specials 1:32 – 2:24 p.m.
			Core 2:29 – 3:45 p.m.

LAKESHORE MIDDLE SCHOOL 2012-2013

Schedule of Student Classes

1st Hour 7:40 – 8:35 a.m.	1st Hour 7:40 – 8:35 a.m.	1st Hour 7:40 – 8:35 a.m.
2nd Hour 8:40 – 9:32 a.m.	2nd Hour 8:40 – 9:32 a.m.	2nd Hour 8:40 – 9:32 a.m.
3rd Hour 9:37 – 10:29 a.m.	3rd Hour 9:37 – 10:29 a.m.	3rd Hour 9:37 – 10:29 a.m.
A LUNCH 10:34 – 11:14 a.m.	4th Hour 10:34 – 11:26 a.m.	4th Hour 10:34 – 11:26 a.m.
4th Hour 11:14 a.m. – 12:06 p.m.	B LUNCH 11:26 a.m. – 12:06 p.m.	5th Hour 11:26 a.m. – 12:06 p.m.
5th Hour 12:11 – 1:03 p.m.	5th Hour 12:11 – 1:03 p.m.	C LUNCH 12:23 – 1:03 p.m.
6th Hour 1:08 – 2:00 p.m.	6th Hour 1:08 – 2:00 p.m.	6th Hour 1:08 – 2:00 p.m.
7th Hour 2:05 – 2:40 p.m.	7th Hour 2:05 – 2:40 p.m.	7th Hour 2:05 – 2:40 p.m.

11. The student schedule at Central High School shall be as printed below:

CENTRAL HIGH SCHOOL 2012-2013

Schedule of Student Classes

1st Block: 7:50 – 9:25 a.m.

2nd Block: 9:29 – 11:01 a.m.

Lunch: 11:01 – 11:28 a.m.

3rd Block: 11:28 a.m. – 12:58 p.m.

4th Block: 1:02 – 2:36 p.m.

- a. Any changes in the “annual daily schedule” for the middle schools and the high school will be mutually agreed upon by said parties no later than February 15 of each year for the following school year.
 - b. Any changes in the current "annual daily schedule" shall be mutually agreed upon.
12. The elementary (Young Fives-4) school schedule consists of a six (6) hour fifty-nine (59) minute day, including a forty (40) minute duty-free lunch.

C. **Teacher Assignments**

1. Teachers shall be assigned, except temporarily and for good cause, within the scope of either of their teaching certification or of their major or minor field of study.
2. All secondary teachers shall have at least one period per day, equivalent to a normal teaching period, for the purpose of preparing lessons, student conferences, parent conferences, etc. This shall not apply to Alternative Education Program teaching staff. Teacher planning time and class periods are set forth in Article VII, Paragraph B (4).
3. A full-time high school assignment would be four (4) class periods. Secondary high school classroom teachers shall not, without their consent, have more than four (4) assigned teaching periods each day. This shall not apply to Alternative Education Program teaching staff. Teacher planning time and class periods are set forth in Article VII, Paragraph B (4).
 - A full-time middle school assignment would be 1570 student contact minutes per week or for the dual site-based teacher, 1425 student contact minutes plus 150 minutes of transition time per week between buildings and teaching assignments.
4. Elementary classroom teachers shall be provided with two hundred (200) minutes of unassigned time per week during the student day for class preparation, planning and student conferences. Teachers must remain in the building unless excused by the building principal.
5. Item 3 above shall not be changed during the life of this contract, except in cases of emergency, and then only after full consultation with the Association. The Board contemplates no increases in the number of assigned periods during the life of the contract.
6. **Non-Teaching Duties**

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should be utilized to this end. It is agreed that teachers will be relieved of non-teaching duties to the extent possible and practical

through the use of non-teaching personnel to perform clerical-type tasks and supervise playgrounds and lunchrooms.

7. **Driver Education**

In filling driver education positions, preference shall be given to bargaining unit members.

D. **Teaching Facilities, Equipment and Supplies**

Based on past practice of the Board of Education to provide adequate facilities, equipment and supplies, the Board will continue to supply the teachers with the basic tools of their profession by providing the teachers with:

1. Sufficient textbooks to carry out the schools' established program of instruction. Prior to changing textbooks or selecting a new textbook, the teachers affected and/or a committee of such teachers shall be given the opportunity to meet and consult with the Superintendent or his/her designee regarding the proposed change or selection. The Board's decision shall be final.
2. Teachers will be informed as soon as possible as the disposition of their requisitions for supplies, materials and equipment by their building principal.
3. Sufficient library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, and other materials deemed necessary as tools of the teaching profession.
4. Space in each classroom in which teachers may safely store instructional materials and supplies.
5. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
6. Adequate workspace for special teachers.
7. A faculty lounge, lunch room and rest rooms.
8. Parking facilities.

- E. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where any of the above conditions are in question.
- F. Unless covered by existing insurance, all TB tests required, as a condition of employment, shall be paid for by the Board if performed by the Ottawa County Health Department or other Board-approved agency pursuant to arrangements made between such agency and the Board.

ARTICLE VIII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
- B. It is expressly understood that academic freedom as hereinbefore discussed, does not entitle the teacher to introduce into his/her teaching controversial matters which have no relation to his/her subject; nor does it give license to violate the laws of the state of Michigan or other areas specifically proscribed by the Board policy.

ARTICLE IX

CLASS SIZE

- A. The Board and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Accordingly, the Board agrees to follow the provisions herein contained when establishing and/or adjusting class size. Further, it is recognized that the impact of the presence of special needs students (students receiving special education services and students lacking effective communication abilities in the English language) is a factor to be considered in establishing and adjusting the size and composition of individual class sizes for teachers. Therefore, upon the request of the classroom teacher affected, the building principal, within seven (7) calendar days after the request, shall convene a building review committee composed of the building principal, the Special Education Director, the classroom teacher and the special education teachers at

the building to consider the classroom teacher's concern(s) and review alternatives with respect to the placement and distribution of the special needs students.

- B. Classroom aides will be hired to assist elementary classroom teachers with classrooms exceeding the following limitations:

Young Fives / K – 2	25 students
Grades 3 – 4	30 students

When a class exceeds the limits by three (3) or fewer students, an aide will be provided for three (3) hours per day. When a class exceeds the limit by four (4) or more students, an aide will be provided for six (6) hours a day.

- The determination to hire an aide will be made initially after the first full week of school. Class-size counts will be reviewed every six (6) weeks thereafter, and appropriate adjustments made in the amount of time an aide works, whether or not the aide will continue in the classroom, or whether aides will be assigned to new classrooms that qualify under these limits.
- Teachers will have input to the supervising administrator in evaluating teacher aides.

- C. The maximum number of students assigned to a classroom teacher at the middle schools or high school on a full-time daily basis shall be calculated by multiplying the number of regular instruction classes taught by the teacher by thirty- two (32). Large instruction classes such as vocal music, band, orchestra, physical education and study hall shall not be counted toward the maximum student limit for a teacher.

- D. The ratio of students to teachers and other professional staff members at the high school and at the middle schools shall not exceed twenty-five (25) students to one (1) as calculated according to the Standards for Secondary Schools of the North Central Association.

- E. The Curriculum Council shall annually review and report its findings and recommendations concerning pupil-teacher ratios to the Board and Association, in writing, no later than November 1.

ARTICLE X

BOARD SUPPORT OF TEACHERS

- A. Teachers are responsible for the control and discipline of students in the classroom or in such places or at such times as the students may be under the jurisdiction of the teacher. A student shall be considered under the jurisdiction of any teacher at any time during the school working day while the student is on school property, and also during school activities or events, whether on or off school property, when the teacher is in a position of responsibility. Any assault by a child upon a teacher shall be promptly reported to the teacher's immediate supervisor. The Board recognizes its responsibility to give reasonable support, assistance and legal services to all teachers with respect to control and discipline of students, including assistance in legal defense where the teacher may be involved in litigation as a result of carrying out reasonable control and discipline.
- B. Teachers shall observe the rules and regulations established by the Board relative to the discipline of students. Such rules and regulations shall be included in the teacher's handbook.
- C. The Board recognizes that exceptional children require special education by specially certified teachers. The Board will continue to seek methods of expanding appropriate programs to serve such children.
- D. If the Board of Education shall determine that a teacher has acted in a reasonable manner and within the scope of Board policy, and provided the teacher itemizes the damage, loss or destruction of clothing or personal property of the teacher as the result of an assault by a pupil while a teacher is on duty in the school, on the school premises or on duty during school-sponsored activities, the Board will reimburse the teacher.
- E. Teachers will be notified without undue delay of significant complaints made against them by parents. The teacher will be granted an opportunity to answer such complaints either in conference or in writing at the discretion of the principal.
- F. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his/her teaching obligations allow, full details of the incident.

ARTICLE XI
SUBSTITUE TEACHERS

- A. The Board agrees to maintain a list of available qualified substitute teachers. This list shall contain the majors and minors and type of certificate of each substitute teacher.
- B. A teacher shall notify his principal at the earliest possible time after determining that he/she will not be able to report for duty. It shall be the responsibility of the administration to arrange for a qualified substitute teacher.
- C. It is the teacher's responsibility to provide adequate and complete lesson plans for the use of the substitute.
- D. Teachers will be used to cover classes only in cases of emergency.
- E. A long-term substitute teacher (as defined in Article II (A)), shall, after sixty (60) consecutive school days in the same assignment, be entitled to such salary and sick leave as a regular teacher would be entitled to under the provisions of this Agreement. The long-term substitute salary will, therefore, be appropriately adjusted after sixty (60) consecutive school days of teaching in the same assignment.
- F. A long-term substitute teacher (as defined in Article II [A]) shall, after uninterrupted assignment to one specific teaching position for sixty-one (61) days or longer, be entitled to such leave time and other privileges as are granted to regular teachers pursuant to this Agreement; provided, however, that those fringe benefits described in Article XVII Paragraph J (Insurance Benefits and Limitations) shall only commence as of the first of the calendar month following the calendar month in which the substitute teacher qualified as a long-term substitute teacher; and provided further that such fringe benefits shall then commence only if said substitute teacher still qualifies as a long-term substitute teacher; and that such fringe benefits shall only continue through the calendar month in which the teacher ceases to be a long-term substitute teacher; and finally, that the teacher shall only be permitted to participate in the fringe benefit program in Article XVII, Paragraph J if the teacher intends to maintain participation on an individual direct payment basis when the teacher ceases to be a long-term substitute teacher. The teacher will be required to sign a statement to that intent upon requesting participation. It is understood that this intent is not necessary for teachers addressed in the following paragraph (a)(b).

When, at the time of assignment to a specific teaching position, it is known and understood that the substitute teacher will continuously remain in the same assignment for an uninterrupted period of one (1) trimester or longer, then and in such event, such substitute teacher shall:

- (a) Be eligible, upon commencement of service in the assignment, for the salary and sick leave benefits to which a long-term substitute teacher is entitled; and
- (b) Be eligible, as of the first of the calendar month following the calendar month of commencement of service in the assignment, for the insurance benefits to which a long-term substitute teacher is entitled.

G. Notwithstanding any other provisions of this Article, of this Agreement, or of any individual contract (if any) with any substitute teacher (whether temporary or long-term):

1. Nothing shall require the Board to provide for any long-term substitute teacher any insurance or other fringe benefits which are not available through existing programs and/or policies covering regular teachers; and nothing shall require the Board to provide for any long-term substitute teacher any benefits prior to the time such benefits become available after the long-term substitute teacher becomes eligible and makes proper application therefore; and
2. Nothing shall prevent the Board from terminating, laying-off or reassigning any substitute teacher (whether temporary or long-term) at any time; and
3. Nothing shall require the Board to select any substitute teacher (whether temporary or long-term) in preference to any other substitute teacher on the basis of length of service or otherwise. (Substitute teachers shall not gain seniority as substitute teachers.) Long-term substitute teachers shall, however, accrue seniority.

ARTICLE XII

LEAVES OF ABSENCE

A. Sick Leave

All full-time teachers regularly employed by the Board shall be allowed a total of fifteen (15) sick leave days at the beginning of the school year, subject, however, to the following:

1. For teachers previously employed by the Board of Education, sick leave shall accrue at the rate of one and one-half (1.5) days on the first days of each month on a ten (10) month basis. For newly employed teachers, the fifteen (15) days hereinbefore mentioned shall accrue at the rate hereinbefore specified, but the teacher shall not be eligible to receive any sick leave until after the first day of classroom teaching.
 - (a) If an employee terminates his/her service before the end of the contract term, a deduction will be made at the time that service terminates for all sick leave used in excess of sick leave earned.
 - (b) At the beginning of each school year the administration will provide each teacher a statement specifying the amount of accumulated sick leave.
 - (c) Sick leave may be used for the following:
 - (1) Illness, injury, disability or unavoidable quarantine of the teacher. Routine health examinations, dental appointments, or surgical procedures, which might appropriately be scheduled during vacation period, shall not be covered.
 - (2) Serious illness or injury or death in the immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had an association equivalent to family ties. Serious illness or injury in the immediate family in order to qualify, presupposes surgical operations or a doctor's attendance. Use of sick leave for serious illness or injury or death in the immediate family shall not exceed a maximum total of five (5) days per year for each death or serious illness.

- (3) Teachers disabled for an extended period of time are required to forward to the Superintendent, upon the request of the Superintendent, medical statements of continuing disability. In the event that a disability is anticipated, such as would result from a surgical operation that can be scheduled or from a pregnancy related disability, the teacher shall notify the Superintendent in writing as soon as the date of anticipated disability is known with a related medical statement accompanying said written notification and, if possible, the anticipated duration of disability.

It is expressly understood that a teacher on an unpaid leave of absence shall not be entitled to elect the use of accumulated paid sick leave days for any period of the unpaid leave of absence if and when the teacher incurs an illness, injury or other disability during the unpaid leave of absence. If the illness, injury or other disability continues past the end of the unpaid leave of absence, the teacher shall become immediately eligible for paid sick leave to the extent of his/her accumulation.

- (d) In order to be eligible for payment under the provisions of sick leave, teachers shall be required to notify the building principal in the event of absence due to personal illness, or injury, or serious illness, or injury in the immediate family, not later than seven (7) o'clock a.m., or as soon as possible, on the day or expectant day of absence so that a substitute may be obtained. In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file a written statement concerning reasons for failure to notify with the building principal. Based upon these reasons, the principal shall have the discretion to waive notification. Notification for leave for funeral or death in the immediate family is expected as soon as practicable to the Superintendent or the building principal.
- (e) The Board of Education and the administration reserve the right to reasonably demand a physical examination by a doctor of the Board's choosing and at the Board of Education's expense.

- (f) Effective with the 1990-91 school year, teachers who do not use any (0) of their sick leave days (excluding personal leave days) as defined in section (d) during a particular school year, maintaining perfect attendance, shall be eligible for a one time payment per year of one hundred fifty dollars (\$150) to be included in the last paycheck issued in June.

2. Members of the Grand Haven Education Association may wish to voluntarily donate sick leave to a Sick Leave Bank. Teachers who donate a day(s) into the Sick Leave Bank who are not absent any other days for illness will still be eligible for the attendance incentive found in Article XV A.g.

- A teacher donating sick days must do so voluntarily and be an employee for a minimum of three (3) years.
- A teacher may donate up to three (3) days per school year.

At the time of retirement, those teachers achieving two hundred (200) days or more shall be allowed to donate five (5) days without jeopardizing their reimbursement of thirty dollars (\$30) for every day accumulated over two hundred (200).

To request a donation of sick days from the sick bank a teacher must follow these guidelines:

- If a teacher has exhausted their sick time while on FMLA or medical leave, they are eligible to receive donated sick days. Such request must be made in writing (email is appropriate) to the Assistant Superintendent of Human Services. The GHEA President and the Assistant Superintendent of Human Services will make final disposition. Teachers utilizing the sick bank must have evidence of donating minimally one (1) day annually. This requirement is waived for teachers in their first three (3) years of service.
- A teacher may not receive donated sick days for the purpose of extending maternity/paternity leave beyond the approved six-week for general delivery and eight week for caesarean delivery. In the event of medical, verifiable complications, causing an extension beyond the six (6) week (normal birth) or eight (8) week (Caesarean birth), a teacher may receive additional days as approved by the GHEA President and the Assistant Superintendent of Human Services.

- A teacher requesting donated sick days may receive a maximum of thirty (30) days for any specific medical purpose. The GHEA President and Assistant Superintendent of Human Services if medically verifiable may approve additional days.

B. Personal Leave Days

Up to four (4) days per year of the foregoing sick leave may be used without review. An additional personal leave day is available for use only on designated records days. To be eligible for personal leave, the teacher must sign a "Use of Personal Leave" form and file the same with the building principal at least forty-eight (48) hours before taking such leave. Such filing may be waived in cases of emergency; however, the teacher must contact the building principal or his/her designee and shall sign such form upon return. Such personal leave days may not be taken on days preceding or succeeding a scheduled recess or holiday without specific prior approval from the appropriate administrator. These days may be denied by the administration, if a qualified and certified substitute is not available. The fifth personal day designated for records days does not convert into an accumulated sick day if not used.

C. Other Leaves of Absence with Pay not Chargeable to Sick Leave

In order to be eligible for the following leaves of absence with pay not chargeable to sick leave, the teacher must give written notice to the Superintendent or Curriculum Specialist at least seven (7) days prior to taking such leave, except where waived in writing because of emergency or except as hereinafter specified and, upon said notice, the teacher may qualify as hereinafter stated:

1. Professional Leave

Upon approval of the Superintendent or Curriculum Specialist, teachers will be granted leave of absence to attend educational conferences, workshops and visitations pertinent to the improvement of the school curriculum. Necessary expenses for such meetings will be paid by the Board of Education upon submission of the proper vouchers.

2. Jury Duty

Any teacher summoned to jury duty shall be paid for the loss of salary incurred for each working day of absence by an amount equal to the difference between the jury pay and the teacher's regular salary, not to exceed forty (40) days per school year.

3. **Short-Term Military Service Leave**

A teacher called to active emergency duty by reason of military status will be paid in an amount equal to the difference between his/her military and teacher's pay not to exceed sixty (60) days.

4. **Appearance as a Witness**

Appearance as a witness in a school-connected matter when subpoenaed by the court, except where the Association or any of its affiliates or parent bodies are the plaintiff or defendant, will be paid the full salary for each working day of absence, unless the teacher is a defendant in any criminal proceeding.

- In the event a teacher is a defendant in a criminal matter and the Board of Education determines that the teacher has acted within the scope of Board policy, and the teacher is adjudged innocent of any criminal activity arising out of the incident, the Board will reimburse the teacher for any salary lost as a result of time spent defending such case when actually in court.

5. **Association Leave**

The Association shall be granted a total of twenty-five (25) school days per year for its authorized representatives to participate in business activities of the Association, provided written notification of the leave is furnished to the building principal not less than twenty-four (24) hours prior to the expected date of leave. The above days shall be granted with the Association sending a check for the substitute rate of pay for each substitute for each day along with the written notification of the leave; provided, that the District shall return said amount for each substitute not secured.

D. **Leaves of Absence without Pay or Benefits**

1. The Board reserves the right to grant other short term leaves in its discretion with or without pay upon written application by the teacher involved.

2. **Childcare Leave**

- (a) Childcare leave without pay is available to teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board if requested by the teacher in writing at least three (3) months prior to the expiration of the leave.
- (b) In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Assistant Superintendent of Human Services in writing at least three (3) months prior to the requested beginning date of the leave so that necessary arrangements can be made to procure the teacher's replacement. Said notification shall request a beginning and ending date of the leave to be agreed upon by the teacher and the administration. In cases of emergency, the Assistant Superintendent of Human Services may waive the three (3) month notification period prescribed herein.
- (c) The agreed-upon date and request shall be referred to the Board of Education for approval. It is understood that each request for childcare leave will be considered on an individual basis.
- (d) The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the duration of the leave, which shall be determined when the Board grants the leave. Re-employment will commence upon the date set when the leave (or any renewal thereof) was granted. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- (e) A teacher may make written application to the Assistant Superintendent of Human Services for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of childcare leaves on the basis of each individual case.
- (f) Failure to return from a childcare leave on the date specified in said leave shall be deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.

- (g) Childcare leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from childcare leave, the teacher shall be restored to the same position on the salary schedule as when the teacher left, and be entitled to other accrued benefits prior to said leave. The teacher shall be returned to a position for which the teacher is certified and qualified.

3. **General Leave**

- (a) Any teacher desiring a leave of absence without pay, for any reason not hereinabove specifically provided, may make written application for such leave to the Superintendent sixty (60) calendar days, or as soon as possible, prior to the date on which the leave is to start. Such applications shall state the reasons for which and the period during which such leave is sought. The granting or denial of any such requested leave shall be discretionary with the Board. No such leave shall initially be for longer than one (1) calendar year, but such leaves may, in the decision of the Board, be extended at the teacher's request for one additional period not to exceed one (1) year.
- (b) Board approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.
- (c) All such leaves shall be without pay or other compensation, shall be without experience credit, and shall be without accrual or accumulation of benefits (e.g., sick leave, seniority, etc.).
- Re-employment after expiration of any such leave shall be to a position for which the teacher is certified and qualified; however, that a teacher on any such leave of absence shall be subject to layoff to the same extent as if he or she were not on such leave of absence.
 - As a condition precedent to re-employment after expiration of any such leave, the teacher shall be able to assume a teaching assignment in the School District and shall notify the Board in

writing, of his/her intent to return not later than the midpoint of the duration of the leave.

4. **Unpaid Sick Leave**

Any teacher who has exhausted all of his/her accumulated paid sick leave shall be placed on unpaid sick leave for the duration of his/her illness, injury or other disability. The Board may terminate the employment relationship of the teacher after a paid and/or unpaid sick leave that has a duration greater than three (3) continuous calendar years.

- The Board shall not terminate any teacher if said termination would result in the termination of the teacher's long-term disability benefits.

5. **Educational Leave**

Any bargaining unit member may be granted a leave of absence for a school year for the purpose of continuing their formal education. Such application must be made by May 1 preceding the year of the anticipated leave. The teacher shall notify the Board in writing of his/her intent to return, not later than the midpoint of the duration of the leave. The teacher shall be returned to a position for which the teacher is certified and qualified. Any teacher on such leave shall be allowed increment credit on the salary schedule and such time shall count toward in-district seniority.

E. **Sabbatical Leave**

The Board of Education may in its discretion grant a sabbatical leave not to exceed two percent (2%) of the teaching staff at any one time, upon written application by the teacher submitted to the Superintendent of Schools no later than May 1 of the school year preceding the school year for which the leave is requested. The leave of absence shall be subject to Section 1235 of the School Code of 1955 as amended. During the course of said sabbatical leave, the teacher may be paid his/her full annual salary and related benefits or the difference between such compensation and any funds granted to the teacher by private, academic or governmental agencies for educational purposes. The Board of Education shall specify the beginning and ending date of the sabbatical leave. Any teacher on sabbatical leave shall be allowed increment credit on the salary schedule.

ARTICLE XIII

Grievance Procedure

- A. A grievance is defined as a claim by a teacher or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. If an individual teacher has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- C. The grievance procedure shall not apply to the termination of services of or failure to re-employ any probationary teacher.
- D. The failure to re-employ any teacher to a position on the extra-curricular schedule shall be subject to the grievance procedure up to the Superintendent level. The decision of the Superintendent shall be final.
- E. To be processed hereunder, a grievance must be in writing on a form provided for that purpose, and must conform to the following terms and conditions.
 - 1. All written grievances shall contain the following:
 - (a) The grievance shall be signed by the grievant or grievants and, in the case of the Association grievances, by the President of the Association and/or the Chairperson of the PR & R Committee.
 - (b) The grievance shall be specific.
 - (c) The grievance shall contain a synopsis of the facts giving rise to the alleged violation.
 - (d) The grievance shall specify the section or subsections of this Agreement alleged to have been violated.

(e) The grievance shall contain the date of the alleged violation.

(f) The grievance shall specify the relief requested.

F. A teacher or the Association having a grievance and desiring to invoke the formal grievance procedure shall do so as follows:

Step One

The written grievance must be submitted to the building principal or other appropriate supervisor within thirty (30) calendar days after the alleged grievance occurs; provided, however, that any grievance that could not have been reasonably detected by the grievant at the time of its occurrence may be submitted within thirty (30) calendar days after the same could have been reasonably detected. Within seven (7) calendar days after receipt of the written grievance, the building principal or other appropriate supervisor shall meet with the Association's PR & R Committee in an effort to resolve the grievance. The principal or other appropriate supervisor shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the Association and the grievant.

If the grievance involves more than one building or is an Association grievance, the grievance may be filed with the Assistant Superintendent of Human Services. In such event, the Assistant Superintendent of Human Services may either process the grievance as prescribed in Step Two or refer the grievance to another appropriate administrator for processing at Step One.

Step Two

If the Association is not satisfied with the written disposition of the grievance at Step One, or if no such disposition has been made within seven (7) calendar days of such meeting (or fourteen (14) calendar days from the date of filing, whichever shall be later), then the grievance shall be submitted to the Assistant Superintendent of Human Services by the PR & R Committee within seven (7) calendar days after receipt of or failure to receive such Step One disposition. Within seven (7) calendar days following such submission, the Assistant Superintendent of Human Services or his/her designee shall meet with the Association's PR & R Committee on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association and the grievant.

Step Three

The Association may appeal the Assistant Superintendent of Human Services 's written Step Two decision to the Board within seven (7) calendar days of its receipt (or fourteen [14] calendar days from the date of submission to the Assistant Superintendent of Human Services if the Assistant Superintendent of Human Services fails to answer at Step Two). The Board shall hold a hearing to consider the grievance no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later. The grievant may appear with or without representation. Within fourteen (14) calendar days after the hearing, the Board shall render its opinion in writing, transmitting a copy to the grievant and the Association.

Step Four

In the event satisfactory disposition of a grievance is not obtained after pursuing the procedures above provided by this Article, the Association may, within thirty (30) calendar days from the date of the Board's written disposition of the grievance and after written notice to the Board, submit the grievance to the American Arbitration Association for binding arbitration in accordance with and subject to the following provisions:

1. Powers of and limitations upon the arbitrator:
 - (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) The arbitrator shall have no power to award new salary scales or to recommend any changes in salary schedules.
 - (c) The arbitrator shall have no power to recommend a change in any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, except where the same may violate the provisions of this Agreement.
 - (d) The arbitrator shall have no power to interpret state or federal law in his/her recommendations.
 - (e) The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure in a prior arbitration proceeding.

- (f) Where no loss of compensation has been caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.
 - (g) Arbitration awards will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. However, in no event shall the award recommend settlement earlier than the commencement of the school year in which the grievance is filed.
 - (h) All grievances submitted for arbitration pursuant to this Article shall be submitted to the American Arbitration Association and shall be subject to the rules and regulations of the American Arbitration Association in relation to the selection of an arbitrator and otherwise.
 - (i) The costs for the services of the arbitrator, including expenses, and any other charges of the American Arbitration Association, shall be borne equally by the Board and the Association, except that any party ordering a transcript of any arbitration proceeding shall bear the entire cost of such transcript.
 - (j) By mutual agreement the grievance can be submitted to a process of expedited arbitration as defined by the American Arbitration Association rules.
 - (k) By mutual agreement an arbitrator can issue a decision, verbally or written immediately following conclusion of the hearing.
- G. The time limits prescribed in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- I. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the Board to hold proceedings during

regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board, including arbitration on his/her own behalf or on behalf of the Association, shall be released from assigned duties without loss of salary.

- J. By mutual agreement, in writing, the Board and the Association may bypass one or more steps of the grievance procedure.

ARTICLE XIV

CURRICULUM STRUCTURES

- A. The Board and the Association, recognizing the need for coordinated efforts to develop appropriate learner expectations for each grade level, and to align curricula with district vision, mission and organizational goals to achieve summary accreditation by or before the year 2000, and to provide all students with the opportunity to graduate with High School Proficiency Test diploma endorsements in communication, science, social studies and math, hereby establish a district Curriculum Council (CC).
- B. The purpose of the CC is to coordinate the efforts of Content Area Teams representing curriculum areas of communication arts, math, social studies, science, fine arts, and applied arts. The CC shall include all members of the Design Teams, one board member, as well as representative administrators, parents, and students.
- C. The purpose of the Design Team is to lead each of the Content Area Teams in a representative fashion.
- D. K-12 Content Area Teams will represent communication arts, science, social studies, math, fine arts, and applied arts. The purpose of the K-12 Content Area Teams is to lead the district in each of the specific curriculum areas by incorporating the elements of best knowledge surrounding each discipline.

Each unit may be represented by one member of the teaching staff on each of the six (6) Content Area Teams. The teachers at each site will select these members by the Association's procedures. Members shall serve for a three (3) year term.

- E. District Curriculum Task Teams of interested teaching staff shall be led by members of the K-12 Content Area Teams and shall meet on an as needed basis to represent grade levels

on curricular issues. These groups will focus on grade level groupings, Young Fives-2, 2-4, 5-6, 7-12.

- F. The parties agree that the CC K-12 Content Area Teams and Curriculum Task Teams serve the Board in an advisory capacity.
- G. Design Team members will be compensated at the current hourly curriculum rate.
 - Participants on Content Area Teams may choose to meet during the school day or receive meeting compensation at the curriculum development rate (1/1250th of BA Base).
 - Participants on Curriculum Task Teams shall receive compensation for meetings at the curriculum development rate (1/1250th of BA Base) for work outside of the school day.

ARTICLE XVIII

INDIVIDUAL CONTRACTS

- A. All individual contracts between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. All individual contracts will:
 - 1. State the beginning and ending dates of the contract.
 - 2. Indicate the amount of salary to be paid.
 - 3. Indicate whether the teacher is a probationary or tenure teacher; or is in a non-tenure position.
 - 4. Offer option of twenty (20) or twenty-six (26) salary payments.
 - 5. The individual teacher's contracted salary shall be based upon the number of required days of service as determined by the negotiated calendar, and any

deductions shall be computed by dividing the total salary by the number of service days.

- C. A teacher shall hold a Michigan Teacher's Certificate valid for his/her work assignment. Failure to have or keep such certificate shall invalidate the contract of any teacher.
- D. A supplemental sheet including the necessary supporting data for the individual contract will be furnished to each teacher who is not a new hire.
- E. It is understood that in emergencies, it may be necessary for the Board of Education to employ teachers not fully certified.
- F. It is agreed between the Board and the Association that psychologist and social work positions are non-tenure under the Michigan Tenure Act.
- G. The Board may offer an extended schedule of days at its discretion to psychologists and social workers.
- H. Beginning with the 07/08 school year, individual contracts will be distributed to new hires only. Individual salary data sheets will be available online to all other teachers.

ARTICLE XVI

WORKERS COMPENSATION

Any teacher who is absent as a result of an injury or disease compensated through the Worker's Disability Compensation Act of 1969, as amended, shall receive a supplement from the Board of Education for a period not to exceed six (6) months without deduction from sick leave in order that the teacher's net take home pay will remain the same.

Beyond the six (6) month period, such payments by the Board of Education shall be charged against sick leave on a pro rata basis computed on the relationships of the differential pay to his/her regular net weekly pay until sick leave is exhausted.

ARTICLE XVII

PROFESSIONAL COMPENSATION

A. **Salary Schedule**

The basic salaries of teachers covered by this Agreement are stated in "Schedule A" which is attached to and incorporated in this Agreement. This schedule includes the additional compensation.

As of June 11, 2010, Schedule B payments will be based on "Schedule A". All other severance and cash in lieu of payments will be determined on the "basic salary schedule" ("Schedule A" minus 3.9 percent) for those retiring on or before January 1, 2011. Those retiring subsequent to January 1, 2011, will have their severance and cash in lieu of payments determined on "Schedule A".

B. **Advancement on Schedule**

1. Teachers whose contracts begin after the opening of school or who are granted leaves of absence, or do not complete the year, will be granted credit for advancement on the salary schedule in one-tenth (0.1) increments. Said increments shall be determined by dividing the individual teacher's experience credit days, as defined below, by the number of contracted work days in the district as determined by the Master Agreement. The increment quotient shall always be rounded to the nearest tenth (0.1) increment. Experience credit days shall include the teacher's actual workdays plus all days of absence found in Article XV except those listed in Section D of Article XV. Teaching credit earned prior to September 1, 1978, will not be affected.
2. Evaluation of applications for advancement on schedule due to college or university courses or equivalency credits:

(a) **Guidelines for College or University Courses:**

- (1) Teachers completing the necessary number of eligible semester hours for advancement to the next higher schedule may make application for such consideration when official grades, transcripts, etc. have been received. It is required that the Application for Advanced Schedule Credit form be completed and submitted to the

Assistant Superintendent of Human Services within ten (10) days of the teacher receiving the grades, transcripts, etc. Advancement on the salary schedule will take effect immediately and be retroactive to the date the course was completed. Failure to submit application form and grades/transcripts within ten (10) days of receipt will result in advancement on salary schedule being effective on date of application rather than the date the course was completed.

(2) **AB + 18 and MA + 15:**

- (i) Only those courses taken after full provisional certification are applicable for advanced schedule credit.
- (ii) With respect to the AB +18, graduate credit courses may be counted if they have been approved by the college or university in which the teacher is enrolled.
- (iii) Undergraduate credit courses must have the written approval of the Superintendent before enrollment. Such requests will generally be allowed only when the undergraduate course is directly related to the person's teaching assignment or planned future assignment. To secure this approval, a written application must be filed in triplicate on the appropriate form available in your school office. Such application must be sent to the office of the Superintendent clearly marked "Advancement on Schedule".

(3) **MA + 30:**

- (i) All hours beyond the MA + 15 must be on the graduate level and should be related to one's own area of teaching assignment in or preparation for a specific future assignment in the District.
- (ii) Any course not included in a degree program (i.e., second master's program) must be approved by the Assistant Superintendent of

Human Services. In order to secure approval, a written application must be submitted as in paragraph 2(a)(2)(iii).

- (4) With respect to the AB + 18, MA + 15 and MA+ 30 salary schedules, only such courses as are completed after receipt of the underlying degree may be considered in determining eligibility for advancement. For example, only courses completed after receipt of the MA degree may be considered in determining eligibility for the MA + 15 schedule.

(b) **Guidelines for Equivalency Credits:**

- (1) Equivalency Credit for advanced schedule placement shall be given after full provisional certification.
- (2) Persons seeking Equivalency Credit in lieu of college courses must complete the following:
 - (i) Obtain prior written approval from the Assistant Superintendent of Human Services for taking an activity for credit. Prior approval is to be interpreted as encouragement for the teacher to take the activity; however, this is not to be misconstrued as automatic approval of equivalency credit being granted. Prior approval applications should be sent to the Assistant Superintendent of Human Services marked "Equivalency Credit."
 - (ii) After taking the activity the teacher must complete the second part of the application form and be sure to attach the statement of validation and send to the Superintendent's office as in paragraph 2 (a)(2)(iii).
- (3) Equivalency Credit will be computed as follows:
 - (i) Thirty (30) clock hours of activity sponsored by a firm other than a college or university will be equal to one (1) semester hour of credit.

- (ii) If a person attends a one (1) day session, it must be for a minimum of five (5) clock hours. By attending six (6) such one (1) day sessions, he/she will be entitled to receive one (1) Equivalency Credit.
- (iii) Three State Board - Continuing Education Credits are equal to one (1) semester hour credit.
- (4) Equivalency Credit may be applied toward advancement on the salary schedule up to but not exceeding a total of ten (10) Equivalency Credits or three hundred (300) clock hours in approved activities.
- (5) With respect to the AB + 18, MA + 15, and MA + 30 salary schedules, only such Equivalency Credits as are earned after receipt of the underlying degree may be considered in determining eligibility for advancement. For example, only courses completed after receipt of the MA degree may be considered in determining eligibility for the MA + 15 schedule.
- (6) Teachers employed in the District as of September 1, 1976, who earned Equivalency Credits or were eligible for Equivalency Credits as of September 1, 1976, shall retain or receive such credits according to the provisions of the 1974-76 Master Agreement. After September 1, 1976, however, all Equivalency Credits, whether earned by previously-employed or newly-employed teachers, shall be subject to the provisions of this Agreement.

C. Transfer Credit

Teachers hired into the District shall be granted credit for up to a total of three (3) years for prior teaching experience, military service or related work experience. Teachers hired prior to September 1, 1978, shall not lose any prior experience granted to them.

- Credit for prior teaching experience shall be for service as a fully-certified teacher within the past three (3) years in a recognized accredited school.
- Not more than two (2) years credit shall be granted for full-time military service, such service having occurred during the past seven (7) years.

- Not more than two (2) years of related work experience credit shall be granted and then only if such experience is definitely related to the teacher's assignment.
- The Assistant Superintendent of Human Services may grant more than three (3) years of credit if, in his/her opinion, prior service merits additional credit.

D. Use of Personal Automobiles

A teacher who is required in the course of his/her work to drive a personal automobile from one school building to another shall receive a car allowance equal to the maximum amount allowable by the IRS per mile. This same allowance shall be given to a teacher who uses a personal car for field trips or other approved business of the district.

E. Severance Pay

In recognition of service to the district and its annexed districts, a severance leave payment of one-half percent (.5%) of base salary per year of service in the district and its annexed districts will be paid to the teacher or as allowed under IRS rules in the event of death; provided the teacher shall have been employed in the district and/or its annexed districts for at least ten (10) years. Teachers who resign after ten (10) years of district service shall be eligible for one-quarter percent (.25%) of the base salary per year of service in the district. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

- F.** Beginning with the 1990-1991 school year, the Board shall pay, upon resignation or retirement, thirty dollars (\$30) for each day of sick leave that a teacher would have accumulated beyond the 200 day cap in Article XII A if the cap was not in place. Such accumulation shall be recorded on the teacher's annual data sheet. To the extent permitted by law, the employer shall make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the Board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC).

G. Pay Option

1. Teachers shall have the option of receiving pay on a twenty (20) or twenty-one (21) pay-period basis, depending upon the year, or on twenty-six (26) pay-period basis.
2. When a regular payday occurs within four (4) days of the closing of school for a vacation period, said paychecks will be issued on the last school session day prior to the beginning of said vacation.

H. Extra-Duty Assignments

1. Payment for extra-duty assignments outside the normal load will be paid according to the Schedule "B" for such assignments, which is attached to and incorporated in this Agreement.
2. When a teacher's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro-rata share of the teacher's current basic salary.
3. Teachers shall have the option of receiving their extra-duty pay spread from the beginning of the extra-duty assignment over the remaining paychecks or as two (2) separate checks, the first to occur halfway through the extra-duty assignment and the second at the conclusion of the assignment.

I. Special Teaching Assignments

Special teaching assignments in the district shall be subject to the following provisions:

1. Preference will be given to teachers regularly employed in the district on the basis of qualifications. If two (2) employees are deemed to be equal regarding qualifications, then certification, effectiveness, experience and seniority will be considered.
2. Contracts for summer school programs shall be offered to teachers at the earliest possible date.

3. All teaching conditions, which prevail during the "regular" school year, shall also prevail during the summer, adult education and evening school programs.
4. Summer school teachers shall be entitled to two (2) summer school days of sick leave with no deductions from pay. Such sick leave shall not be accumulated from summer to summer, nor added to or deducted from a teacher's regular sick or emergency leave accumulation.
5. Compensation for teaching, under this provision of the contract, shall be paid at the rate of not less than 1/1250 of base pay during the duration of this Agreement.
6. In addition, Driver Education Instructors shall receive a longevity payment of five percent (5%) of the 1/1250 of base pay added to the start of the fifth (5th) year and again at the start of the tenth (10th) year of in-district experience.

J. Insurance Benefits and Limitations

After a teacher has been hired or has reached the position of a long-term substitute, a meeting shall be held with the Assistant Superintendent of Human Services or his/her designee where all benefits and applications will be explained.

1. Health Insurance

Effective January 1, 2013, the Board shall provide MESSA Choices II or ABC Plan I benefits for all full-time teachers and eligible dependents. Full-time teachers not electing health insurance would have PAK B benefits. All part-time teachers eligible for insurance would have the same coverage options, however they would not be part of a PAK, and have Non-PAK benefits.

a. Full-Time Teachers

PAK A

Choices II - This option includes a \$500 / \$1000 In-Network deductible, \$10 office visit and the Rx Saver Prescription Card.

The District will reimburse eighty (80) percent of the deductible.

OR

MESSA ABC Plan I – This option includes a \$1250 / \$2500 In-Network Deductible and the Rx Saver Prescription Card.

The District will pre-fund eighty (80) percent of the deductible.

Dental Insurance

Delta Dental

- 100 / 80 / 80 / 80
- \$2000 Annual with UCR Orthodontics

Vision Insurance - VSP 3 Plus

Long-Term Disability

Negotiated Long-Term Disability

- Seventy (70) percent
- Ninety (90) calendar Day Modified Fill
- \$5,000 Maximum
- Alcoholism/Drug Abuse Waiver: Same as any other illness
- Mental/Nervous Waiver: Two (2) year limitation
- Offset of Other Income: Family
- Own Occupation Two (2) years
- Minimum Pay out: Five (5) percent
- Pre-Existing Condition Waiver
- Freeze on Offsets
- Maternity: Standard
- Rehabilitation: Standard

Life Insurance - Negotiated Life - \$50,000 AD&D

PAK B

- Cash In Lieu of health insurance in the amount of the Single Subscriber rate of Choices II (PAK A rate).
- Negotiated Long Term Disability: Same as PAK A
- Delta Dental: Same as PAK A
- Negotiated Life: Same as PAK A
- Vision: Same as PAK A

b. **Part-Time Teachers**

Non-Pak Benefits Include:

Eligible Part-time employees must elect from the following benefits for self and eligible dependents:

Choices II - This option includes a \$500 / \$1000 In-Network deductible, \$10 office visit and the Rx Saver Prescription Card. The District will reimburse eighty (80) percent of the deductible OR Cash In Lieu of health insurance, effective January 1, 2013.

- **Delta Dental** - Same as PAK A
- **Vision** - Same as PAK A
- **Negotiated Long-Term Disability** - Same as PAK A
- **Negotiated Life**
 - Teachers working .8 would have negotiated life of \$40,000 AD&D
 - Teachers working .6 would have negotiated life of \$30,000 AD&D
 - Teachers working .5 would have negotiated life of \$25,000 AD&D

2. **Cash In Lieu**

Teachers electing cash benefit under J above may elect cash benefit equal to, but not exceeding, the Choices II Single Subscriber PAK A rate, pursuant to a Section 125 Cafeteria Plan. Teachers electing the cash benefit may participate in a qualified Tax-Deferred Annuity Program. Teachers hired after August 23, 2006, electing cash benefit shall receive a flat annual rate of \$3,000.

- This Tax Deferred Annuity option shall terminate immediately if the availability of an annuity option adversely affects the taxability of the Board paid health insurance premiums. If the Board incurs any withholding tax obligations or tax payment liability pursuant to this annuity option, this becomes the responsibility of the teachers. If a court of competent jurisdiction rules that no supplemental retirement benefits may be provided in addition to the retirement benefits provided by the Public School Employees Retirement Act (MCLA 38.201 et. seq.; MSA 15.893(1) (et. seq.)), or if the annuity option is in any other way contrary to or prohibited by law, this Tax Deferred Annuity Option shall terminate. Those employees who elect to participate in a qualified tax deferred annuity program shall participate in the program through a third party administrator as required by Federal law.

- Programs on the Board approved annuity programs list include:

AIG Retirement – VALIC	Legend Group
American Century Investments	Massachusetts Mutual Financial Group
Ameriprise Financial Services, Inc.	MEA Financial Services
AXA Equitable Life Assurance Co.	Midwest Capital Advisors
Fidelity investments	Plan Member Services Corporation
First Investors	Putnam Retirement Plan Services
GLP & Associates, Inc.	Trivent Financial for Lutherans
Horace Mann Life Insurance Co.	Waddell & Reed

- Programs on the Board approved list will not be removed from said list without the consent of the program participants and assuming the program in question remains legally qualified. Whenever the list is changed, a copy of the new list will be posted in each building.
 - The Board list of approved annuity programs shall be the same whether the list is for the purposes of Article IV, H (6) or Article XX J(2), or any other reference to annuity programs in this Agreement.
3. Teachers employed one-half (1/2) time or more shall be entitled to insurance benefits as provided herein in the same ratio as their employment.
 4. In the event that an employee absent because of involuntary leave, illness or injury has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue during the waiting period for long-term disability coverage.
 5. If a teacher's employment is terminated for reasons other than illness prior to June, the teacher's insurance subsidy shall terminate on the first of the month following the date of the teacher's last employment; provided, however, that any teacher who has completed the full school year shall have insurance benefits continued through the month of August or until commencement of the next school year, whichever occurs first.
 6. A teacher utilizing long-term disability and/or sick pay shall remain at the salary level of his/her earnings on the date of the occurrence of his/her disability.

7. Insurance benefits described in this agreement are based upon the insurance programs of MESSA.
8. The Board's obligation for insurance benefits shall be limited to the terms and conditions of the insurance policies.
9. Effective June 17, 1983, any teacher with twelve (12) or more years of district service and who would also be eligible to receive a retirement allowance from the Michigan Public School Employees Retirement System and was hired prior to May 1, 2004, and elects to retire from this school district, may elect either:
 - a. A yearly payment of ten percent (10%) of the current BA Base plus seven hundred dollars (\$700) in lieu of continued district coverage of vision and dental insurance until they reach the age of eligibility for full social security benefits, OR
 - b. Health Insurance benefits as provided in Article XX, Section J (1), not to exceed ten percent (10%) of the current BA Base plus seven hundred dollars (\$700) in any one year (July 1 - June 30) until they reach the age of eligibility for full social security benefits.

For teachers who are eligible for a yearly payment pursuant to paragraph 9(a) or (b) above, the employer shall, during the first five (5) years following retirement and to the extent otherwise permitted by law, make the entire payment as an employer contribution directly into the employee's 403(b) account established by the employee from the Board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue Code (IRC). If a participant dies within the first five (5) years after retirement, the District shall make a non-elective employer contribution for the year of the Participant's death to a 403(b) plan account of the employee's choosing (from the District-approved list) that is equal to the lesser of:

- The excess of the participant's includible compensation for that year (prorated to the Participant's date of death) over the contributions previously made for the Participant for that year; OR
- The total contributions that would have been made on the Participant's behalf after the participant's date of death had the Participant survived the

entire five (5) years subsequent to retirement.

Any yearly payments remaining due the employee beyond five (5) years following retirement shall then be made to the employee and shall be subject to appropriate deductions and withholdings (e.g., for taxes, etc.)

- (c) In the event of a retiree's death, (a) or (b) above shall be continued to his or her surviving spouse in accordance with IRS rules.

The Board shall provide the above insurance benefits by continuing the teacher on the MESSA and other appropriate billing as if the teacher was actively employed.

If this retirement benefit is found contrary to law, it shall be deemed invalid and the Board's obligation for such benefit shall be immediately null and void.

Teachers hired beginning May 1, 2004, will be eligible for an annual contribution of up to two hundred dollars (\$200) for the first ten (10) years of their employment with the District paid by the District to a District approved annuity program as listed in Section J(2), provided they match the contribution. To the extent permitted by law, the employer shall make the matching payment as an employer contribution directly into the employee's 403(b) account established by the employee from the board approved list of companies as per this agreement. Employees shall not have an option to receive cash. These payments by the district are intended to constitute employer contributions under 403(b) of the Internal Revenue code (IRC). The district contribution is prorated for part-time employees. To be eligible, teachers must elect and submit to the Business Office the necessary documentation of their match by February 1, of each year.

K. Reimbursement of Certificate Costs

The District will share the costs and/or fees assessed for the application, addition, renewal of any teaching certificate, permit, authorization, endorsement, and/or approval issued by the Michigan Department of Education, the Intermediate School District, or other authorizing agency. The reimbursement amount available to each employee per year shall be seventy dollars (\$70). Reimbursement will be given once the updated certificate has been received. Forms for reimbursement should be requested through the Assistant Superintendent of Human Services.

L. Tuition Reimbursement

Tuition reimbursement for the successful completion of academic courses taken during each contract year shall be shared by the teacher and the Board, subject to the following provisions.

1. Reimbursement shall be made for tuition of graduate coursework leading to a Master's Degree. Coursework taken after attainment of a Master's Degree will not be eligible.
2. Payment for documented successful completion of graduate coursework will be eighty-five dollars (\$85) per credit hour for the total of three (3) credit hours per contract year.
3. Prior approval of at least two (2) weeks before a course begins is required along with documentation verifying Masters program relating to current position. Documentation of course completion with B or better grade and proof of payment should be submitted to Assistant Superintendent of Human Services no later than sixth (60) days from course conclusion to receive reimbursement.
4. The Board is not responsible for a tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.

M. 403(b) Contribution

Effective with the 2011-2012 school year, the District shall directly contribute to a 403(b) account of each teacher's choosing, (from the Board approved list of providers), the sum of one hundred seventy-five dollars (\$175) per school year. Such contributions shall be made after January 1, of 2012, and each year thereafter. Teachers shall not have an option to receive cash instead.

ARTICLE XVIII

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 may from time to time arise of vital mutual concern of the parties, which have not been fully or adequately negotiated between them. 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 matters.

- B. Not later than April 1 of the calendar year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation may include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Board and the Association.
- C. 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 will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any negotiation, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- E. The Board agrees that whenever the Association and the Board mutually agree to engage in contract negotiations during the school day, representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings; provided, however, that the Association shall advise the Board, before such mutual agreement, of the maximum number of teachers to be so involved.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. 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.

- B. Copies of this Agreement shall be provided to employed teachers electronically. A designated number will be printed for Association usage.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XX

CONTINUITY OF PROFESSIONAL SERVICES

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and the individual teachers represented by it agree that during the term of this Agreement they will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XXI

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXII

SCHOOL IMPROVEMENT PLANS

- A. A School Improvement Plan (SIP) as used in this Article shall mean a plan, procedure or process implemented pursuant to Section 1277 of the School Code MCL 380.1277.
- B. It is hereby agreed by and between the parties that with respect to the responsibility contained in Section 1277 of the School Code MCL 380.1277 to adopt and implement a three-to five-year school improvement plan, and continuing school improvement process for each school within the school district, they acknowledge and recognize that the terms of the collective bargaining agreement between them govern as to the wages, hours and terms, and conditions of employment of teachers addressed therein and that those terms shall not be altered or modified through the school improvement process except by mutual agreement of the Board and the Association, executed in writing. Any provision(s) of the SIP or any application thereof inconsistent with or contrary to the terms of this Agreement or any decisions as a result of building level decision making which require a deviation from the terms of this Agreement must have the written approval of the Association and the Board prior to being adopted and/or implemented.
- C. Teacher membership on any SIP council or committee shall be voluntary. Teacher representatives to the district level School Improvement Council and/or to the building level School Improvement Council shall be selected by the teachers in the building or department. The selection of teacher representatives to the Building and/or District School Improvement Committees shall be determined by the teachers of the respective School Improvement Councils.
- D. The Association President shall be supplied a copy of each annual SIP report upon its completion.
- E. Upon the reasonable request of the Board or the Association, the Superintendent and the Association President or their respective designees shall meet in an attempt to avoid and/or resolve any perceived difficulties with SIP plans, procedures and processes.

ARTICLE XXIII

MENTOR TEACHERS

- A. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit when possible.
- B. Each bargaining unit member in his/her first three (3) years of teaching experience shall be assigned a mentor teacher from a list of master teachers. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to coach and nurture a new teacher, by offering assistance, resources and information in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
1. The mentor teacher shall be a tenured member of the bargaining unit or in the case of employees excluded from coverage under the Tenure Act; the mentor teacher shall have more than four (4) years seniority.
 2. Participation as a mentor teacher shall be voluntary and meet the district criteria as contained in mentor teacher guidelines.
 3. The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
 4. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment (school social worker, etc.). Where possible, the mentor teacher and mentee shall be assigned common preparation time.
 5. Mentee shall only be assigned to one (1) mentor teacher at a time.
 6. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year.
- D. Because of the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality work performance, the board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the

mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher. The parties agree that neither a mentor nor a mentee shall be called as a witness in any Tenure Act proceedings.

- E. Upon request, the Administration shall make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular workday.
- F. Mentor trainers will be paid according to the rates established in Appendix B of this Master Agreement. It is understood that the filling of the positions(s) of Mentor trainers is the responsibility of the District.

ARTICLE XXIV

ESEA (No Child Left Behind)

- A. The District shall notify each teacher in writing by October 1 of each year of his/her “highly qualified” status under the No Child Left Behind Act (“NCLB”) for his/her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit to the District verification of any tests or courses passed which are relevant to his/her “highly qualified” status.
- B. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain “highly qualified” status under the NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming “highly qualified” for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education.
- C. If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employees Relations Act, bargaining shall be initiated by the parties in a time frame to afford sufficient and reasonable opportunity for bargaining prior to the deadlines specified in the NCLB.

APPENDIX A
2012-2013 SALARY SCHEDULE "A"

STEP	AB		AB + 18		MA		MA + 15		MA + 30	
	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX
1	\$ 39,541	1.000	\$ 41,518	1.050	\$ 43,891	1.110	\$ 45,868	1.160	\$ 47,845	1.210
2	\$ 41,518	1.050	\$ 43,495	1.100	\$ 46,263	1.170	\$ 48,240	1.220	\$ 50,217	1.270
3	\$ 43,495	1.100	\$ 45,472	1.150	\$ 48,635	1.230	\$ 50,612	1.280	\$ 52,590	1.330
4	\$ 45,472	1.150	\$ 47,449	1.200	\$ 51,008	1.290	\$ 52,985	1.340	\$ 54,962	1.390
5	\$ 47,449	1.200	\$ 49,426	1.250	\$ 53,380	1.350	\$ 55,357	1.400	\$ 57,334	1.450
6	\$ 49,426	1.250	\$ 51,403	1.300	\$ 55,753	1.410	\$ 57,730	1.460	\$ 59,707	1.510
7	\$ 51,403	1.300	\$ 53,380	1.350	\$ 58,125	1.470	\$ 60,102	1.520	\$ 62,079	1.570
8	\$ 56,148	1.420	\$ 58,125	1.470	\$ 62,870	1.590	\$ 64,847	1.640	\$ 66,824	1.690
9	\$ 58,521	1.480	\$ 60,498	1.530	\$ 65,638	1.660	\$ 67,615	1.710	\$ 69,592	1.760
10	\$ 60,893	1.540	\$ 62,870	1.590	\$ 68,406	1.730	\$ 70,383	1.780	\$ 72,360	1.830
11 - 12	\$ 63,266	1.600	\$ 65,243	1.650	\$ 71,174	1.800	\$ 73,151	1.850	\$ 75,128	1.900
13 - 14	\$ 64,729	1.637	\$ 66,706	1.687	\$ 72,953	1.845	\$ 74,930	1.895	\$ 77,105	1.950
15 - 17	\$ 66,508	1.682	\$ 68,485	1.732	\$ 74,930	1.895	\$ 76,907	1.945	\$ 79,082	2.000
18 - 20	\$ 68,287	1.727	\$ 70,264	1.777	\$ 76,907	1.945	\$ 78,884	1.995	\$ 81,059	2.050
21 +	\$ 70,067	1.772	\$ 72,044	1.822	\$ 78,884	1.995	\$ 80,861	2.045	\$ 83,036	2.100

APPENDIX A
2013-2014 SALARY SCHEDULE "A"
1% Increase

STEP	AB		AB + 18		MA		MA + 15		MA + 30	
	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX
1	\$ 39,936	1.000	\$ 41,933	1.050	\$ 44,329	1.110	\$ 46,326	1.160	\$ 48,323	1.210
2	\$ 41,933	1.050	\$ 43,930	1.100	\$ 46,725	1.170	\$ 48,722	1.220	\$ 50,719	1.270
3	\$ 43,930	1.100	\$ 45,926	1.150	\$ 49,121	1.230	\$ 51,118	1.280	\$ 53,115	1.330
4	\$ 45,926	1.150	\$ 47,923	1.200	\$ 51,517	1.290	\$ 53,514	1.340	\$ 55,511	1.390
5	\$ 47,923	1.200	\$ 49,920	1.250	\$ 53,914	1.350	\$ 55,910	1.400	\$ 57,907	1.450
6	\$ 49,920	1.250	\$ 51,917	1.300	\$ 56,310	1.410	\$ 58,307	1.460	\$ 60,303	1.510
7	\$ 51,917	1.300	\$ 53,914	1.350	\$ 58,706	1.470	\$ 60,703	1.520	\$ 62,700	1.570
8	\$ 56,709	1.420	\$ 58,706	1.470	\$ 63,498	1.590	\$ 65,495	1.640	\$ 67,492	1.690
9	\$ 59,105	1.480	\$ 61,102	1.530	\$ 66,294	1.660	\$ 68,291	1.710	\$ 70,287	1.760
10	\$ 61,501	1.540	\$ 63,498	1.590	\$ 69,089	1.730	\$ 71,086	1.780	\$ 73,083	1.830
11 - 12	\$ 63,898	1.600	\$ 65,894	1.650	\$ 71,885	1.800	\$ 73,882	1.850	\$ 75,878	1.900
13 - 14	\$ 65,375	1.637	\$ 67,372	1.687	\$ 73,682	1.845	\$ 75,679	1.895	\$ 77,875	1.950
15 - 17	\$ 67,172	1.682	\$ 69,169	1.732	\$ 75,679	1.895	\$ 77,676	1.945	\$ 79,872	2.000
18 - 20	\$ 68,969	1.727	\$ 70,966	1.777	\$ 77,676	1.945	\$ 79,672	1.995	\$ 81,869	2.050
21 +	\$ 70,767	1.772	\$ 72,763	1.822	\$ 79,672	1.995	\$ 81,669	2.045	\$ 83,866	2.100

APPENDIX B

SCHEDULE OF EXTRA-DUTY ASSIGNMENTS

The Board shall grant extra pay to those who are selected by the Board to perform the following extra assignments. Compensation shall be based on a percentage relationship to the current basic salary. The appropriate level is that represented by the teacher's previous years of experience in the activity in the District plus up to six (6) years for outside experience in the activity in another school system. It is understood that positions for which extra pay is granted will be determined by the Board of Education.

Activity	Grades	Gender	Position	1	2	3	4	5	6
ATHLETIC PROGRAM									
Assistant Athletic Director				10.50	11.00	11.50	12.00	12.50	13.00
Athletic Coordinator	Middle School			15.00	16.00	17.00	18.00	19.00	20.00
Baseball	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Baseball	Junior Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Baseball	9th. Grade	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Basketball	Varsity	Boys	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Basketball	Varsity	Girls	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Basketball	Junior Varsity	Boys	Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Basketball	Junior Varsity	Girls	Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Basketball	9th. Grade	Boys	Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Basketball	9th. Grade	Girls	Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Basketball	8th. Grade	Boys	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	8th. Grade	Girls	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	7th. Grade	Boys	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Basketball	7th. Grade	Girls	Coach	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading Comp.	Varsity		Coach	9.00	9.50	10.00	10.50	11.00	12.00
Cheerleading Sideline	Varsity		Coach	6.00	6.50	7.00	7.50	8.00	9.00
Cheerleading – Fall	Varsity		Head Advisor	6.00	6.50	7.00	7.50	8.00	9.00
Cheerleading – Winter	Varsity		Head Advisor	9.00	9.50	10.00	10.50	11.00	12.00
Cheerleading – Fall	Junior Varsity		Head Advisor	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading – Winter	Junior Varsity		Head Advisor	7.50	8.00	8.50	9.00	9.50	10.50
Cheerleading – Fall	9 th . Grade		Head Advisor	5.00	5.50	6.00	6.50	7.00	8.00
Cheerleading – Winter	9 th . Grade		Head Advisor	7.50	8.00	8.50	9.00	9.50	10.50
Cross Country	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Cross Country	Varsity	Boys	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Cross Country	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Cross Country	Varsity	Girls	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Football	Varsity		Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Football	Varsity		Asst.Coach/s	10.50	11.00	11.50	12.00	12.50	13.50
Football	Junior Varsity		Head Coach	10.50	11.00	11.50	12.00	12.50	13.50
Football	Junior Varsity		Asst. Coach	7.50	8.00	8.50	9.00	9.50	10.50
Football	9th. Grade		Head Coach	7.50	8.00	8.50	9.00	9.50	10.50
Football	9th. Grade		Asst. Coach	6.00	6.50	7.00	7.50	8.00	8.50
Football	8th. Grade		Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Football	8th. Grade		Asst.Coach/s	4.00	4.50	5.00	5.50	6.00	7.00
As Approved									
Golf	Varsity	Boys	Coach	7.00	7.50	8.00	8.50	9.00	10.00
Golf	Varsity	Girls	Coach	7.00	7.50	8.00	8.50	9.00	10.00
Golf	Junior Varsity	Boys	Coach	5.00	5.50	6.00	6.50	7.00	7.50
Golf	Junior Varsity	Girls	Coach	5.00	5.50	6.00	6.50	7.00	7.50
Ice Hockey	Varsity	Boys	Coach	15.00	15.50	16.00	16.50	17.00	18.50
Ice Hockey	Varsity	Boys	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Skiing	Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Skiing	Varsity	Girs	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Skiing	Junior Varsity	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	9.00
Skiing	Junior Varsity	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	9.00
Soccer	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Soccer	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00

Soccer	Junior Varsity	Boys	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Soccer	Junior Varsity	Girls	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Soccer	9th. Grade	Boys	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Soccer	9th. Grade	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Soccer	8th. Grade	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	8th. Grade	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	7th. Grade	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Soccer	7th. Grade	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	7.50
Softball	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Softball	Junior Varsity	Girls	Head Coach	8.00	8.50	9.00	9.50	10.00	11.00
Softball	9th. Grade	Girls	Head Coach	6.00	6.50	7.00	7.50	8.00	8.50
Swimming	Varsity	Boys	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Swimming	Varsity	Boys	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Boys	Diving Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Girls	Head Coach	15.00	15.50	16.00	16.50	17.00	18.50
Swimming	Varsity	Girls	Asst. Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Varsity	Girls	Diving Coach	10.50	11.00	11.50	12.00	12.50	13.50
Swimming	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Swimming	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Swimming	Middle School	Boys	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Swimming	Middle School	Girls	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Tennis	Varsity	Boys	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Tennis	Varsity	Girls	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Tennis	Junior Varsity	Boys	Head Coach	6.50	7.00	7.50	8.00	8.50	9.50
Tennis	Junior Varsity	Girls	Head Coach	6.50	7.00	7.50	8.00	8.50	9.50
Tennis	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Tennis	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Varsity	Boys	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Track	Varsity	Boys	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Track	Varsity	Girls	Head Coach	12.00	12.50	13.00	13.50	14.00	15.00
Track	Varsity	Girls	Asst. Coach	8.00	8.50	9.00	9.50	10.00	11.00
Track	Middle School	Boys	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Middle School	Boys	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Track	Middle School	Girls	Head Coach	5.00	5.50	6.00	6.50	7.00	8.00
Track	Middle School	Girls	Asst. Coach	4.00	4.50	5.00	5.50	6.00	7.00
Volleyball	Varsity		Coach	12.75	13.25	13.75	14.25	14.75	15.25
Volleyball	Junior Varsity		Coach	8.00	8.50	9.00	9.50	10.00	10.50
Volleyball	9 th . Grade		Coach	6.00	6.50	7.00	7.50	8.00	9.00
Volleyball	8 th . Grade		Coach	5.00	5.50	6.00	6.50	7.00	8.00
Volleyball	7 th . Grade		Coach	5.00	5.50	6.00	6.50	7.00	8.00
Water Polo Club	Varsity	Boys	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Water Polo Club	Varsity	Girls	Head Coach	9.00	9.50	10.00	10.50	11.00	12.00
Wrestling	Varsity		Head Coach	12.75	13.25	13.75	14.25	14.75	15.25
Wrestling	JV/Varsity		Asst. Coach	8.00	8.50	9.00	9.50	10.00	10.50
Wrestling	Junior Varsity		Head Coach	8.00	8.50	9.00	9.50	10.00	10.50
Wrestling	Middle School		Head Coach	6.00	6.50	7.00	7.50	8.00	9.00
MUSIC PROGRAM									
Director of Music				9.00	9.50	10.00	10.50	11.00	11.50
Band	High School		Director	9.00	9.50	10.00	10.50	11.00	11.50
Marching Band	High School		Director	3.00	3.25	3.50	3.75	4.00	4.25
Marching Band	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Orchestra	High School		Director	4.75	5.00	5.25	5.50	5.75	6.00
Orchestra	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Vocal	High School		Director	9.00	9.50	10.00	10.50	11.00	11.50
Vocal	High School		Asst. Director	2.50	2.75	3.00	3.25	3.50	3.75
Band	Middle School (7-8)		Director	4.25	4.30	4.45	4.50	4.70	4.90
Orchestra	Middle School		Director	3.75	4.00	4.25	4.50	4.75	5.00
Vocal	Middle School		Director	3.75	4.00	4.25	4.50	4.75	5.00
Band	Middle School (6)		Director	1.00	1.20	1.30	1.50	1.55	1.60
ACTIVITIES									
Ambassador Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Bucs' Blade			Advisor	6.00	6.50	7.00	7.50	8.00	8.50
Catalina Club	High School		Advisor	4.00	4.25	4.50	4.75	5.00	5.25
Class Advisor	High School		Sr. Chair.	6.25	6.50	6.75	7.00	7.25	7.50

Class Advisor	High School		Jr. Chair.	2.50	2.75	3.00	3.25	3.50	3.75
Class Advisor	High School		Soph. Chair.	1.00	1.10	1.20	1.30	1.40	1.50
Class Advisor	High School		Frosh. Chair.	0.50	0.60	0.70	0.80	0.90	1.00
Instructional Technology	District-Wide		Coordinator	15.00	15.50	16.00	17.00	18.00	18.50
Curriculum Council	District-Wide			1.00	1.10	1.20	1.30	1.40	1.50
DECA Club	High School		Advisor	2.25	2.50	2.75	3.00	3.25	3.50
Department Heads				2.00	2.25	2.50	2.75	3.00	3.25
(Plus .20/member of the Department)									
Elem. Math Coordinator				2.25	2.50	2.75	3.00	3.25	3.50
Forensics	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Green Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Honor Society	High School			2.25	2.50	2.75	3.00	3.25	3.50
Interact Club	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Intramural Program			Supervisors	0.00036	0.000376	0.0004	0.000426	0.000451	0.000476
(Ratio of Hourly Rate of Current Basic Salary)									
Musicals	High School		Director	7.00	7.50	8.00	8.50	9.00	9.50
Musicals	High School		Asst. Director	4.00	4.50	5.00	5.50	6.00	6.50
Other Clubs & Societies		Approved by Board		2.50	2.75	3.00	3.25	3.50	3.75
Planetarium	Middle School		Coordinator	2.50	3.00	3.50	4.00	4.50	5.00
Play Director	High School		Director	4.50	5.00	5.50	6.00	6.50	7.00
Safety Patrol	Elementary			3.00	3.25	3.50	3.75	4.00	4.25
Science Olympiad			Advisor	7.00	7.50	8.00	8.50	9.00	9.50
Science Olympiad			Assistant(s)	5.75	6.00	6.25	6.50	6.75	7.00
Student Advocacy	High School		Advisor	2.50	2.75	3.00	3.25	3.50	3.75
Student Council	Middle School		Advisor	3.50	4.00	4.50	5.00	5.50	6.00
Student Council	Central High		Advisor	.50	.60	.70	.80	.90	1.00
Student Senate	High School		Advisor	3.50	4.00	4.50	5.00	5.50	6.00
Team Leader/Recorder	Middle School			1.00	1.10	1.20	1.30	1.40	1.50
Thespians	High School			2.50	3.00	3.50	4.00	4.50	5.00
Yearbook	High School		Advisor	5.75	6.00	6.25	6.50	6.75	7.00
Yearbook	Middle School		Advisor	2.50	3.00	3.50	4.00	4.50	5.00
Yearbook	Central High		Advisor	1.50	1.75	2.00	2.25	2.50	2.75
MENTOR TEACHERS									
					Pathwise				
				Mentors	Mentors				
First Year of Teaching				1.50	4.00				
Second Year of Teaching				1.00	2.00				
Third Year of Teaching				1.00	1.50				
First Year at GHAPS				1.00	1.25				

Mentors will be provided for the following:

1. New teachers with no previous experience will be provided a Mentor for Three Years.
2. New teachers with one-year experience will be provided a Mentor for Two Years.
3. New teachers with two years experience or more will be provided a Mentor for One Year.

Any individual in a Schedule B position currently that is being reduced in percentage rate from the 1997-98 rate will continue to receive the higher rate until the individual leaves that position.

In addition to the above Schedule B compensation, a longevity payment of five percent (5%) of the teacher's step six (6) compensation shall be added (for the applicable position) at the start of the tenth (10th), the fifteenth (15th), the twentieth (20th) and the twenty-fifth (25th) year, of in-district experience within a related/specific Schedule B sport/music/activity.

Steps and Years carry over within the same sport per school year when moving from coaching Girls to Boys or Boys to Girls sports. Steps and Years carry over when moving from Grade Level, Junior Varsity, or Varsity levels within the same sport. Steps and Years carry over when moving from Coaching positions (i.e. Asst. Coach to head Coach or visa versa) within the same sport.

Coaches cannot achieve more than one (1) year longevity credit in a one (1) year time span.

High School Class advisor positions will carry step and years between grade levels.

SWIMMING TEACHERS AND/OR COACHES REQUIRED TO COMPLETE A YEARLY CPR CERTIFICATION SHALL HAVE SUCH CHARGES AND/OR EXPENSES PAID BY THE BOARD.

ELEMENTARY SCHOOL CALENDAR FOOTNOTES

- It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.
- Parent-teacher conference schedules for each semester will be available to the affected teachers at least 30 days prior to the conferences. One (1) two and one-half (2.5) hour evening open house shall be held without adjustment on duty days per school year. Conferences will consist of five (5) two and one half (2.5) hour blocks, two (2) of which must be selected outside the regular school day. The principal shall designate two (2) of the common times during conference week. If additional conference time is needed, an optional common evening the week prior to conference week can be determined by a building staff majority vote.
- Teachers employed less than full time shall be expected to attend such scheduled conferences and open houses in proportion to their employment.
- The Elementary Teachers shall receive the equivalent of five and a half (5.5) records days annually to be designated by the negotiated calendar.
- If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.

MIDDLE SCHOOL CALENDAR FOOTNOTES

- It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.
- Parent-teacher conference schedules for each semester will be available to the affected teachers at least thirty (30) days prior to the conferences.
- Conferences will consist of five (5) two and one half (2.5) hour blocks, two (2) of which must be selected outside the regular school day.

- Teachers employed less than full time shall be expected to attend such scheduled conferences in proportion to their employment.
- The Middle Schools shall have five and a half (5.5) records days annually to be designated by the negotiated calendar. If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.

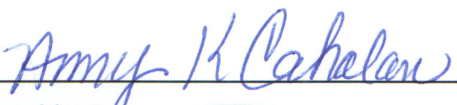
HIGH SCHOOL CALENDAR FOOTNOTES


- It is understood that session days can be reduced in length to accommodate in-service, parent-teacher conference schedules and record days.
- Parent-teacher conference schedules for each trimester will be available to the affected teachers at least thirty (30) days prior to the conferences. One (1) two and one-half (2.5) hour evening parent-teacher conference shall be held without adjustment on duty days each trimester.
- Teachers employed less than full time shall be expected to attend such scheduled conferences in proportion to their employment.
- Six (6) equivalent record days to be designated by the negotiated calendar shall be provided annually. If the school year needs to be extended and/or schedule adjusted to allow for a minimum number of student days/hours, the Association and the Board agree to collaboratively develop a plan to meet these hours.


ARTICLE XXVIII
Duration of Agreement

This agreement shall be effective as of the 23rd day of August 2012, and shall continue in effect until the 22nd day of August 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date above indicated. Any changes in any provisions of this Agreement shall be applied only prospectively from the date of ratification unless expressly stated otherwise in the provision.

Education Association

By 
Its President

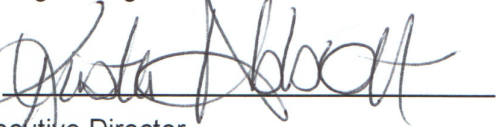
By 
Its Secretary

By 
Its Negotiating Committee Chairperson

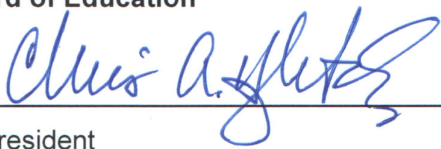
By 
Its Negotiating Committee Person

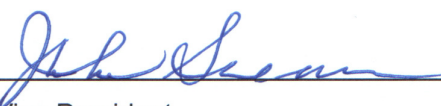
By 
Its Negotiating Committee Person

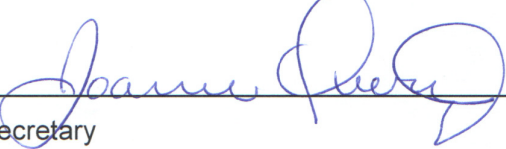
By 
Its Negotiating Committee Person


By 
Executive Director


Board of Education

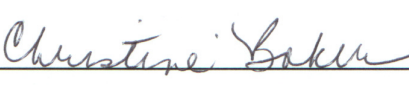
By 
Its President

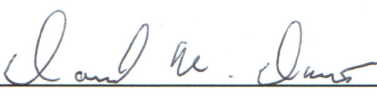
By 
Its Vice President

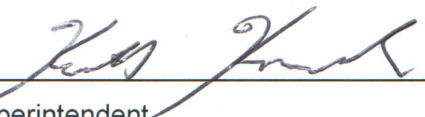
By 
Its Secretary

By 
Its Treasurer

By 
Its Trustee

By 
Its Trustee

By 
Its Trustee

By 
Its Superintendent

**LETTER OF AGREEMENT BETWEEN
THE GRAND HAVEN AREA PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
THE GRAND HAVEN EDUCATION ASSOCIATION**

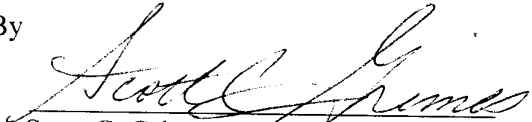
This letter of agreement between the Grand Haven Area Public Schools Board of Education and the Grand Haven Education Association relates to the 2012-2014 contract negotiations regarding wages. The parties agree to reopen this agreement to discuss financial provisions, including but not limited to wages and insurance, should the following occur:

1. The proposed Michigan Constitutional Amendment to Article 1 Section 28 is adopted in November 2012.

Grand Haven Area Public Schools and it's Board of Education

By

Dated 10-29-12


Scott C. Grimes, Assistant Superintendent

And Grand Haven Education Association

By

Dated October 29, 2012


Amy Cahalan, President

LETTER OF UNDERSTANDING

GRAND HAVEN PUBLIC SCHOOLS ("District")

-and-

GRAND HAVEN EDUCATION ASSOCIATION, MEA/NEA ("GHEA")

1. This Letter of Understanding ("LOU") is being executed contemporaneously with the execution of the parties' 2012-2014 Tentative Agreement and will be attached to the 2012-2014 collective bargaining agreement ("CBA"), upon ratification by both parties.

2. As a result of the enactment of Public Acts 102 and 103, language relating to the prohibited subjects in section 15(3)(j) - (o) of PERA, as amended, has been omitted and/or modified from the 2009-2012 CBA, for purposes of the 2012-2014 successor agreement. The prohibited language so affected is appended to this LOU as Exhibit A.

3. If any remaining provisions of the CBA conflicts with or is inconsistent with the Michigan Revised School Code, the Michigan Teachers' Tenure Act, or the Public Employment Relations Act, those statutes will prevail and the inconsistent or conflicting provisions of the successor CBA will not be followed or enforceable.

4. In the event that a competent appellate court of appropriate jurisdiction (to which there is no timely appeal filed) or the Michigan Supreme Court declares all or part of Public Acts 102 and/or 103 to be unconstitutional or otherwise legally invalid, or all or part of such Public Acts are repealed or modified, or should the proposed Michigan Constitutional Amendment to Article 1 Section 28 be adopted in November 2012 then the applicable portions of the omitted and/or modified language affected by the court decision or legislative amendments shall be reinstated into the CBA. In the event that the parties are unable to agree upon the impact of such Court decision, legislative amendments or ballot initiatives, then they may initiate whatever legal action they deem appropriate under all of the then applicable facts and circumstances, to clarify and enforce such rulings or amendments.

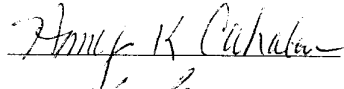

5. If any court or administrative agency issues an order relating to the prohibited subjects in section 15(3)(j) - (o) of PERA, that order shall be applied to Exhibit A to determine if any of the omitted or modified language is or is not a prohibited subject. If, based on said ruling, any of the omitted or modified language in Exhibit A is not a prohibited subject, then any applicable portions shall be reinstated into the CBA; if, based on said ruling, any of the omitted or modified language in Exhibit A is a prohibited subject, then any applicable portions shall not be reinstated into the CBA. The language shall be reinstated or shall remain out of the CBA even if the court or administrative ruling did not involve the parties' CBA. Neither party waives its right to contest the applicability of any such ruling and/or appeal any decision.

6. The parties sign this LOU in the good faith belief that it is conducive to positive labor relations between them to clarify their respective rights and obligations in light of 2011 Public Acts 102 and 103.

7. This document represents the parties' entire understanding as to the matters as to which it relates, and no other agreement is binding unless in writing and signed by the parties.

Dated October 24, 2012

GRAND HAVEN PUBLIC SCHOOLS

GRAND HAVEN EDUCATION ASSOCIATION
