# MASTER AGREEMENT Between EATON COUNTY EDUCATION ASSOCIATION (GRAND LEDGE EDUCATION ASSOCIATION)

and

# GRAND LEDGE PUBLIC SCHOOLS BOARD OF EDUCATION GRAND LEDGE, MI

July 1, 2021 – June 30, 2024

# TABLE OF CONTENTS

| PRI | EAMBLE                                                       | 3  |
|-----|--------------------------------------------------------------|----|
| 1.1 | RECOGNITION                                                  | 3  |
| 1.2 | CONTINUITY OF OPERATIONS                                     | 4  |
| 1.3 | GRIEVANCE PROCEDURES                                         | 4  |
| 1.4 | NEGOTIATIONS PROCEDURES                                      | 7  |
| 2.1 | ASSOCIATION RIGHTS                                           | 8  |
| 2.2 | TEACHER QUALIFICATIONS                                       | 9  |
| 2.3 | PERSONNEL FILES                                              | 11 |
| 2.4 | SENIORITY                                                    | 11 |
| 2.5 | CURRICULUM COUNCIL                                           | 13 |
| 2.6 | INSTRUCTIONAL AIDES                                          | 13 |
| 2.7 | TEACHER RIGHTS                                               | 14 |
| 2.8 | EXCLUSION OF TENURE IN POSITION                              | 15 |
| 3.1 | TEACHER PROTECTION                                           | 15 |
| 3.2 | INSTRUCTIONAL MATERIALS                                      | 16 |
| 3.3 | SCHOOL EQUIPMENT                                             | 16 |
| 3.4 | TEACHING FACILITIES                                          | 16 |
| 3.5 | TEACHING HOURS                                               | 16 |
| 3.6 | CLASS SIZE AND CASELOAD SIZE                                 | 20 |
| 3.7 | TEACHING CONDITIONS & SCHOOL CALENDAR                        | 22 |
| 3.8 | MENTOR TEACHERS                                              | 25 |
| 4.1 | SICK LEAVE                                                   | 26 |
| 4.2 | PAID TIME OFF (PTO)                                          | 28 |
| 4.3 | SCHOOL BUSINESS LEAVE                                        | 29 |
| 4.4 | EXTENDED LEAVE OF ABSENCE                                    | 29 |
| 4.5 | OTHER LEAVES                                                 | 30 |
| 4.6 | ASSOCIATION DAYS                                             | 31 |
| 4.7 | SCHOOL IMPROVEMENT                                           | 31 |
| 5.1 | INSURANCE PROTECTION AND SELF-FUNDED BENEFITS                | 32 |
| 5.2 | SALARY GUIDE                                                 | 35 |
| 5.3 | SALARY SCHEDULES                                             | 37 |
| 5.4 | EXTRA-DUTY                                                   | 40 |
| 5.5 | EARLY RESIGNATION INCENTIVE                                  | 45 |
| 6.1 | STUDENT DISCIPLINE                                           | 45 |
| 6.2 | MISCELLANEOUS PROVISIONS                                     | 45 |
| 6.3 | LEAST RESTRICTIVE ENVIRONMENT AND MEDICALLY FRAGILE STUDENTS | 47 |
| 7.1 | BOARD OF EDUCATION RIGHTS                                    | 47 |
| 8.1 | DURATION OF AGREEMENT                                        | 48 |
| API | PENDIX (Grievance Report)                                    | 49 |

#### **PREAMBLE**

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

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

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

#### **<u>1.1</u> RECOGNITION**

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

- A. The term, "teachers", as used herein shall include all those teachers employed throughout the school year, including special education teachers, guidance counselors, librarians, prevention intervention specialists, and teachers regularly employed on a part-time basis; specifically excluding all others and particularly the supervisory staff consisting of the Superintendent, any Assistant Superintendents, Executive Directors, Directors, Principals, Assistant Principals, and non-supervisory staff consisting of substitute teachers and non-regularly employed part-time teachers. Also included are teachers for that time spent outside the regular school day and hours unless specifically covered by this Agreement.
- B. For purposes of administering and applying this Agreement, where a "teacher" (as defined above) is assigned to a bargaining unit position outside the coverage of the Teachers' Tenure Act, that individual shall be regarded as a probationary teacher during his/her/their first four (4) school years of employment. Upon completion of four (4) years of employment with the District in a bargaining unit position outside the coverage of the Teachers' Tenure Act, the bargaining unit member shall be treated as a tenure teacher for the purposes of administering and applying this Agreement. This provision shall neither be construed or interpreted to confer statutory probationary or tenure status upon any bargaining unit member.

- C. The term, "Association", as herein used shall refer to the Eaton County Education Association (ECEA) or its designated agents.
- D. The term, "Board", as herein used shall refer to the Grand Ledge Board of Education or its designated agents, or a sub-committee of the Board.
- E. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.
- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she/they may have under the Michigan Revised School Code or the right of the individual teacher to confer with and raise issues or problems with appropriate supervisory personnel.

## **<u>1.2</u>** CONTINUITY OF OPERATIONS

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

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

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

When school is declared closed due to inclement weather, heating problems, road conditions, or other problems that may arise, buildings will be open when possible so that teachers who elect to do so may work. Pay or sick-leave days will not be deducted when teachers do not report on such days.

# **<u>1.3</u>** GRIEVANCE PROCEDURE

- A. Definitions
  - a. A "grievance" is defined as an alleged violation of a specific Article or section of this Agreement.

- b. The term "teacher" may include any individual or group covered by this Agreement.
- c. The "grievant" is the person making the claim.
- d. The term "days" when used in this Article shall mean consecutive working days for which the teacher is employed, except that during the summer months when school is not in session, the term "days" shall mean Monday through Friday excluding holidays.
- B. Purpose The purpose of this procedure set forth in this Article is to provide relief of an alleged violation to the grievant, as quickly as possible, on any condition as defined in Section A (a), of this Article.
- C. Procedure
  - a. <u>Time limits</u> The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be extended by mutual agreement in writing at any level.
  - b. <u>Pre-grievance Conference</u> In the event the teacher feels he/she/they has a basis for a grievance he/she/they may, at his/her/their option, be accompanied by his/her/their Association Representative to discuss the problem with his/her/their building principal. The Association shall have the right to be present in the event of any adjustment or settlement of the grievance occurring at this level.
  - c. Teachers must sign the grievance form. In the case of a class or group grievance initiated by the Association, the Association must name the aggrieved teachers for consideration of relief.
  - d. <u>Level One</u> If the teacher, after informal discussion with the building principal, still believes a condition as defined in Section A (a), of this Article exists, he/she/they may, within ten (10) days of knowledge of the alleged violation, through the Association, invoke the formal grievance procedure set forth in this Article and on a form available from his/her/their Association Representative. The grievance form shall be filled out by the grievant with the aid of his/her/their Association Representative and shall be a complete statement of the grievance. It shall be signed by the grievant and his/her/their Association Representative and copies will be made and designated I, II, and III. Copy I shall be delivered to the building principal within the above time limit. Copy II will remain with the

teacher and Copy III with the Association. Within five (5) days of receipt of the written grievance the principal shall meet with the grievant and Association Representative(s) in an effort to resolve the grievance.

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

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

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

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

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

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

#### D. Costs

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

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

## **<u>1.4</u> NEGOTIATIONS PROCEDURE**

A. Matters of common concern may be subject to negotiation during the period of the Agreement upon request and mutual agreement of both parties. The parties undertake to

cooperate in arranging meetings for such discussion, furnishing information and otherwise constructively considering and resolving any such matters. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executing in writing by the parties hereto.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by the Association, subject to requirements of Section 17 of the Public Employment Relations Act (PERA). The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke lawful measures it may deem appropriate.

## 2.1 ASSOCIATION RIGHTS

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

mail through the District's internal mail system. Any mail not delivered by the District shall be promptly returned to the sender.

- E. The Board agrees to furnish to the Association in response to written requests available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation Board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background together with information which may be necessary for the Association to process any grievance or complaint. Nothing herein shall require the Board to provide the Association with research or clerical time.
- F. The Association shall be given opportunity to advise the Board with respect to any new or modified fiscal, budgetary or tax programs, construction programs or major revisions of educational policy to their adoption and/or general publication.
- G. The rights granted herein to the Association shall not be granted to any competing labor organization.
- H. At the request of the Association, the Board agrees to furnish the Association President with five (5) teaching periods (for secondary teachers) per week or five (5) hours per week (for elementary teachers) to conduct Association business and to confer with the administration regarding labor-management matters. The Association shall reimburse the Board, on a quarterly basis, for all salary costs (including MPSERS and FICA) associated with this leave.

## **<u>2.2</u>** TEACHER QUALIFICATIONS

A. Teachers employed by the Board for a regular instructional assignment must possess a Michigan teaching certificate valid for their assignment.

Employment of bargaining unit members without Michigan teaching certificates in instructional assignments will be permitted where authorized under Section 1233b of the Revised School Code or its successor provision.

Bargaining unit members assigned to non-instructional professional positions not requiring a teaching certificate (e.g. counselor, social worker, speech therapist) shall possess an approval, authorization or license (as applicable) valid for the position to which they are assigned.

- B. All teachers must meet all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations and standards adopted by the Michigan State Board of Education.
- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, extra duties enumerated by Article 5.4 and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Consideration in making such assignments will be given to teachers regularly employed in the District.
- D. Counselors, librarians, special education teachers, specialized instructors (i.e. reading, math), speech therapists, prevention intervention specialists, school psychologists, elementary computer instructors, vocal music, elementary art, instrumental music, and elementary physical education teachers shall follow a schedule developed by their building principal or the central office administration, in consultation with the teacher.

It is agreed that the scheduling of these kinds of teachers presents problems not generally found in the scheduling of regular classroom teachers; therefore, these teachers shall have a schedule developed that is substantially equivalent to a regular classroom teacher's schedule.

During lunch times, the building principal shall have the right to assign counselors to supervisory duties when any administrator regularly assigned to the building is not present.

- E. Whenever elementary music, art, and physical education teachers, elementary computer instructors, special education teachers, specialized instructors (i.e. reading, math) and/or librarians are absent for any reason, the Board will provide a substitute teacher whenever possible.
- F. "Certified" shall be defined for purposes of this Agreement as holding all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. It is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District and Association of any change to his/her/their certificates, endorsements or approvals after the original filing of same with

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

G. In the event that the Board commences a process to assess whether one or more schools within the District should be identified for school improvement, corrective action, or restructuring as contemplated under the No Child Left Behind Act Final Regulations, 34 CFR Part 200, the Board will, upon request of the Association, provide the Association an opportunity to review the data on which the proposed identification is based. Data shall be provided in a form which is in compliance with the Family Educational Rights and Privacy Act and its implementing regulations.

If the Board identifies a school for improvement under the No Child Left Behind Act and a school improvement plan consequently must be developed pursuant to 34 CFR 200.41, the Board will consult with the Association regarding the development of the plan and, upon the Association's request, negotiate over the impact of the plan upon the Association's bargaining unit, to the extent required by law.

#### **2.3 PERSONNEL FILES**

A. Each teacher shall have the right upon request to review all evaluation materials and the contents of his/her/their personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Reasonable advance notification shall be given to the Human Resources Department before this review can take place.

## 2.4 SENIORITY

- A. Seniority:
  - a. Seniority begins to accrue on the most recent date of hire and continues to accrue until resignation or discharge.

"Date of hire" means the date of the Board of Education meeting on which the teacher's initial employment as a member of the bargaining unit was officially approved, if that approval occurred prior to the first day that the teacher performed services for the District as a member of the bargaining unit. If a

teacher performed services as a member of the bargaining unit prior to the date of the Board of Education meeting at which that teacher's employment was officially approved, then the teacher's "date of hire" shall be the first date on which the teacher performed services for the District as a member of this bargaining unit.

- b. Individual teachers sharing the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected teachers and Association Representatives to be in attendance.
- c. No person or teacher who is not a member of the bargaining unit shall accrue seniority in the bargaining unit.
- d. No administrator shall accrue additional seniority in the bargaining unit, but shall have credited to the bargaining unit seniority list all prior unbroken service to the Grand Ledge Public Schools, as a teacher. This prior service credited to the bargaining unit seniority list may be utilized by an administrator for bumping into the bargaining unit upon termination of his/her/their administrative contract of employment.
- e. Teachers contracted on a part-time basis shall have seniority calculated on a pro rata basis.
- f. Substitute work performed by part-time teachers shall not count toward accrual of seniority.
- g. Seniority does not accrue for summer school teaching.
- h. Unpaid leaves of absence shall not add to a bargaining unit member's seniority except as noted in  $\P$  h (iii) below. However, said leaves shall not constitute a termination of employment or a break in service that would void previously accumulated seniority.
  - i. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:

Number of days on leave/Number of days in school year X Number of calendar days in the year = Number of days of adjustment to seniority date

- ii. All adjustments in seniority dates as computed above shall be rounded to the nearest whole day.
- iii. Teachers will continue to accrue seniority while on paid leaves, on military leaves, and on leaves taken under the Family and Medical Leave Act.
- i. The Board shall provide the Association with a bargaining unit seniority list in March of each year, in electronic (read only format). The seniority list shall include the teacher's date of hire, any adjustments in that date necessary for ranking purposes, the teacher's present assignment, and specify the area(s) in which the teacher is certified and qualified.
- j. Any changes in certification and qualification must be documented and presented to the central office for inclusion in the next published seniority list. There shall be a thirty (30) day objection period for the Association or any bargaining unit member to challenge the accuracy of the seniority dates on the seniority list. This period shall commence on the date on which the seniority list is provided to the Association President. Absent objection within this interval, the list prepared by the District shall be regarded as conclusively accurate. In May, the Board shall provide an updated seniority list which includes any adjustments made during the objection period.

# 2.5 CURRICULUM COUNCIL

A. The Association and District recognize that curriculum is ultimately determined by the Board of Education. The Board of Education will seek input from teachers. A process for this input shall be developed between Academic Services and the Association's leadership and changes to the process shall be mutually agreed upon.

# 2.6 INSTRUCTIONAL AIDES

- A. Aides will be furnished as follows:
  - a. All Begindergarten (BK) and Kindergarten classrooms will have a paid aide for the duration of each instructional session.
  - b. First and second grade classrooms will have 3 hours of aide support per day.

#### B. Assignment Conditions

- a. Use of paid aides will be determined by the Board. When aides are assigned, their schedule will be worked out with the teacher and the building principal.
- b. All aides shall receive proper orientation and instruction prior to implementation in the classroom setting. Proper general orientation will be provided by the principal and the teacher and consist of a minimum of one (1) hour of instruction. Pertinent areas to be considered are:
  - i. Duties and responsibilities.
  - ii. School procedures and schedules.
  - iii. Orientation to instructional and/or clerical materials.
  - iv. Use of aides consistent with District guidelines and Michigan Department of Education.
- c. Upon assignment to a professional, the aide and professional shall be required to meet and discuss specific procedures utilized by the professional, prior to the aide commencing duties in any capacity. Follow-up conferences shall be held during each semester of the school year to discuss the use of aides, innovations, problems, etc.
- d. If an aide is absent and the teacher requests it, a substitute will be provided, if available.

# **<u>2.7</u> TEACHER RIGHTS**

- A. Pursuant to the Public Employment Relations Act (PERA) as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in negotiations.
- B. The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission as provided by law.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities outside of the school day of any teacher or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher.

D. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, disability, color, national origin, age, sex, sexual orientation, marital status, or membership in or association with the activities of any employee organization.

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

- E. If a teacher brings a classroom condition to the attention of the Board that is believed by the teacher to be hazardous to his/her/their health, the Board, Association and concerned teacher shall meet and confer regarding the concern expressed by the teacher. The parties shall discuss potential solutions to address substantiated concerns.
- F. Any changes or updates to the Certified Staff Handbook will be communicated to the Association's Executive Committee and disseminated electronically to the teachers.

#### 2.8 EXCLUSION OF TENURE IN POSITION

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

## **<u>3.1</u> TEACHER PROTECTION**

- A. One of the teacher's primary responsibilities conducive to a good learning environment is to maintain classroom control and discipline; however, the Board recognizes its responsibility to give reasonable support and assistance to teachers.
- B. All cases of accident, injury, or assault involving teachers or students growing out of the exercise of a teacher's duties or school activities shall be reported to the principal promptly.

C. The standards set forth in the Revised School Code governing corporal punishment and the use of physical force upon pupils, shall govern the conduct of teachers toward students in that context. The Board and the Association subscribe to the observance of these standards.

### 3.2 INSTRUCTIONAL MATERIALS

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

#### 3.3 SCHOOL EQUIPMENT

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

#### 3.4 TEACHING FACILITIES

The Board agrees to continue to make available existing teacher rooms, restrooms, lunch room, and telephone facilities for the use of teachers, and will provide comparable facilities in any new building program. Long distance charges for non-professional, non-school business shall be paid by the using teacher. Parking facilities shall be made available to teachers for their exclusive use whenever practical and possible.

## 3.5 TEACHING HOURS

A. The Board recognizes the principle of a standard work week, and will set work schedules and make professional assignments which can reasonably be completed within such standard work week. The parties have agreed upon a schedule containing 370 minutes of instruction per day for elementary and secondary teachers with an additional 50 instructional minutes per week for professional development collaboration sessions (as allowed by the Pupil Accounting Manual).

In collaboration with the building principal, high school Counselors will be assigned up to ten working days during the summer and paid at the contractual hourly rate.

The parties additionally recognize that the hours of student contact time specified in this Article are subject to adjustment so that the District satisfies all requirements of the Revised School Code and State School Aid Act for full receipt of foundation allowances and other appropriations.

B. It is hereby agreed that attendance at regularly scheduled PTA, PTIA, PTO meetings, etc., school staff meetings shall be scheduled not more frequently than once monthly for one (1) hour. When these meetings are scheduled after school they will begin not more than ten (10) minutes after dismissal of regular class. When these meetings are scheduled before the commencement of regular class.

Professional development collaboration sessions will be held weekly for 50 minutes. When these meetings are scheduled after school they will begin not more than ten (10) minutes after dismissal of regular class. When these meetings are scheduled before school they will conclude at least ten (10) minutes before the commencement of regular class. Once a month (excluding December and June), these meetings will be designated flex professional development, and teachers do not need to report to the building during this time. The schedule for these meetings will be set at the beginning of the year, and will have a regular schedule. They will not be held on the same day as staff meetings.

Attendance at staff meetings and professional development collaborations sessions shall be required unless the principal excuses the teacher in advance.

C. The normal workday in the elementary school will be seven (7) hours and twenty (20) minutes.

Example Elementary Schedule

| J             |                                                           |  |  |  |  |
|---------------|-----------------------------------------------------------|--|--|--|--|
| 8:30          | Workday begins                                            |  |  |  |  |
| 8:30 - 8:55   | Conference and Preparation                                |  |  |  |  |
| 8:55 - 12:00  | Contact starts w/students; Instructional Responsibilities |  |  |  |  |
| 10:30 - 10:45 | Recess                                                    |  |  |  |  |
| 10:45 - 12:00 | Instructional Responsibilities                            |  |  |  |  |
| 12:00 - 12:45 | Duty Free Lunch                                           |  |  |  |  |
| 12:45 - 2:15  | Instructional Responsibilities                            |  |  |  |  |
| 2:15 - 2:30   | Recess                                                    |  |  |  |  |
| 2:30 - 3:50   | Instructional Responsibilities                            |  |  |  |  |
| 3:50          | Students dismiss, End of Workday                          |  |  |  |  |
|               |                                                           |  |  |  |  |

\*\*lunch times, recess times, arrival and dismissal may vary from building to building as long as the items specified in the contract are maintained.

- a. It is understood that the above times may vary from elementary school to elementary school, but the length of recess time, length of preparation period, time spent in instructional responsibilities, and length of lunch hour (see Section C (d) of this Article below) will not vary from elementary school to elementary school. The work day will be agreed upon by mutual consent of the parties.
- b. Elementary teachers may be required to supervise up to one (1) fifteen (15) minute elementary recess per week.
- c. Additional relief time from instructional responsibilities in the amount of an average of two hundred ten (210) minutes per week shall be provided when elementary music, art, physical education, or other special subjects teachers are in the classroom. Music, art, and physical education classes may be adjusted to account for this time. Specials teachers will have additional relief time an average of two hundred ten (210) minutes per week.
- d. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period of forty-five (45) minutes in length, except that on days of inclement weather when students are confined to the building, sharing arrangements shall be worked out in each building in cooperation with teachers and principals.
- D. The normal workday in the intermediate school will be seven (7) hours and twenty (20) minutes.

Example Intermediate Workday

| 7:35        | Workday begins             |
|-------------|----------------------------|
| 7:35-7:50   | Conference and Preparation |
| 7:50-10:00  | Instructional Time         |
| 10-10:15    | Recess                     |
| 10:15-11:30 | Instructional Time         |
| 11:30-12:00 | Lunch                      |
| 12:00-12:45 | Instructional Time         |
| 12:45-1:00  | Recess                     |
| 1:00-1:40   | Instructional Time         |
| 1:40-2:20   | Extension                  |
| 2:20-2:25   | Transition to Dismissal    |
| 2:55        | Contractual Work Day Ends  |

- a. It is understood that the above times may vary, based on the master schedule and adjusted start and end times. The work day will be agreed upon by mutual consent of the parties.
- b. Intermediate teachers may be required to supervise up to one (1) fifteen (15) minute recess per week
- c. Additional relief time from instructional responsibilities in the amount of an average of two hundred forty (240) minutes per week. Teachers will have one planning period per day when art, music, physical education, or other special subjects teachers are in the classroom, and teachers will be required to teach extensions two out of three trimesters to reach that average. Specials teachers will have additional relief time an average of two hundred forty (240) minutes per week.
- d. All intermediate teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes in length, except that on days of inclement weather when students are confined to the building, sharing arrangements shall be worked out in each building in cooperation with teachers and principals.
- E. The secondary teachers' (middle school and high school) formal teaching hours shall be as follows:
  - a. Secondary teachers are to be in their assigned building at least fifteen (15) minutes before classes start and shall be responsible for the organization and control of their classrooms during this time.
  - b. Secondary teachers are to remain in their assigned building and make themselves available for conferences at least twenty-five (25) minutes after classes are dismissed for the day unless other arrangements are approved by the principal, except Fridays and days preceding holidays teachers may leave at the close of the pupil day.
  - c. Secondary teachers shall be entitled to a duty-free uninterrupted lunch period of at least twenty-five (25) minutes in length.
  - d. The normal teaching load at the secondary level will be one of the following: five
    (5) teaching periods and one (1) preparation/conference period or four (4) teaching periods and one (1) preparation/conference period.

The Administration may add a daily 25 minute or less Check and Connect / Homeroom period to the school day. The establishment and expectations of a Check and Connect / Homeroom period will be made in collaboration with Building Leadership Teams.

The preparation/conference periods will be scheduled as one of the regular length periods during the day; teachers will not be scheduled for their preparation/conference period during shortened classes such as Check and Connect / Homeroom.

- e. Any Secondary teacher who teaches during his/her/their trimester planning/preparation period will be compensated:
  - i. 1<sup>st</sup> trimester assigned each year: \$1,500
  - ii. 2<sup>nd</sup> trimester assigned each year: \$2,000
  - iii. 3<sup>rd</sup> trimester assigned each year: \$2,500
- f. Teachers from all levels may volunteer to teach on planning must notify the Human Resources office by June 15 of each year.
- F. Teachers will instruct their assigned subject content area(s) from the established curriculum standards and benchmarks.
- G. Teachers will maintain professional standards for communication with staff, students and parents regarding students and the curriculum.
- H. The district will utilize up to 38 hours authorized as instructional time (as allowed by the Pupil Accounting Manual) to spread professional development hours throughout the year. The district will reduce contractual time to seven (7) hours twenty (20) minutes. K-6 schools will end 10 minutes earlier than the 2020-2021 school year, and 7-12 schools will begin 10 minutes later than the 2020-2021 school year. This time will be used to allow for weekly professional development collaboration sessions.

#### 3.6 CLASS SIZE & CASELOAD SIZE

A. Elementary and Intermediate Grade Class Size

The board will attempt to maintain class sizes at or below the lower cap for each class. Class sizes shall not exceed the upper cap. Overage pay for classroom teachers will be paid for any students above the lower cap at a rate of \$250/student per trimester. For specials teachers (Music, Art, P.E.) \$50/student per trimester.

- a. The Board will attempt to maintain a lower cap class size of twenty-three (23) or less students in Begindergarten (BK) / developmental kindergarten. Classes may not exceed the upper cap class size of twenty-five (25) students.
- b. The Board will attempt to maintain a lower cap class size of twenty-six (26) or less students in Kindergarten 2nd grade. Classes may not exceed the upper cap class size of twenty-eighty (28) students.
- c. The Board will attempt to maintain a lower cap class size of twenty-eight (28) or less students in 3rd 6th grades. Classes may not exceed the upper cap class size of thirty-one (31) students.
- d. Elementary Choir and General Music classes are not to exceed two (2) classes, except with the consent of all teachers involved.
- e. Combined grade classes shall not exceed thirty (30) students.
- B. Secondary Grade Class Size

The board will attempt to maintain class sizes at or below the lower cap for each class. Class sizes shall not exceed the upper cap. Overage pay for classroom teachers will be paid for any students above the lower cap at a rate of \$50/student/class/per trimester.

- a. The Board will attempt to maintain a lower cap class size of thirty (30) or less students in 7th 12th grade classes. Classes may not exceed the upper cap class size of thirty-four (34) students. Some exceptions follow:
  - i. Laboratory station classes (science, computer, drafting) and MMC English classes shall not exceed thirty (30) students unless the teacher has granted permission to do so and the board pays for the overage, but these classes will not exceed the upper cap class size of thirty-four (34) students.
  - Physical Education (excluding PHW) The Board will attempt to maintain a lower cap class size of forty (40) or less students. Overage pay will be paid for any classes over forty (40) students. Classes may not exceed the upper cap class size of forty-four (44) students.
  - iii. Music The Board will attempt to maintain a class size of fifty (50) or less students. Classes that have more than 50 students will have additional staff support offered (co-teacher, accompanist, para, etc). Music classes that exceed one hundred (100) students will also be paid an overage pay of \$50/student/class per trimester. There is no upper cap for music but limits will be determined by goals and objectives and prerequisites as determined by the teacher and principal.

C. Caseloads and Class Size for Special Education

The board of education will follow the Michigan Administrative Rules for Special Education (MARSE) guidelines for caseloads and class size.

a. Special education teachers may choose one of the following options:

**Option A:** Special education teachers with caseloads of 11-20 students shall receive a \$500 stipend per trimester; over 20 students shall receive a \$750 stipend per trimester. Caseload numbers for this stipend will be assessed 2 weeks after the start of each trimester.

#### OR

**Option B:** Special education teachers shall be granted 1 day of leave per contract year (non-cumulative), for every 5 special education students on their caseload, for the purpose of completing special education duties such as, but not limited to, holding IEPs, other meetings, working on paperwork, logs, progress monitoring or any other duties related to their job as a special education teacher. Caseload numbers for assessing how much leave time is granted will be assessed 2 weeks after the start of the first trimester.

D. The Board will attempt to maintain a lower cap for counselor caseloads of four hundred (400) or less. If a counselor's caseload exceeds four hundred (400) students, the counselor shall be paid a lump sum of \$250/trimester as overload payment.

#### 3.7 TEACHING CONDITIONS & SCHOOL CALENDAR

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

- C. A secondary teacher may be assigned by his/her building principal to cover a class for an absent teacher. The first two (2) occurrences in a trimester (3 in a semester) where a teacher is assigned to substitute on their planning time for another will be paid at the contractual hourly rate. After the first 2 occurrences in a trimester, covering a class for an absent teacher will be voluntary and paid at the contractual hourly rate. Doubling or combining of classes shall be done only by mutual consent.
- D. Teachers invited to IEPs during their contractual school day shall attend as part of their normal duties.
- E. In the case where an IEP needs to be updated due to new district, county, state, or federal guidelines, then the teacher responsible for updating the IEPs will be paid to do so at the Contractual Hourly Rate (CHR).
- F. For the 2021- 2022 school year, there will be 180 instructional days and 184 contractual days. Opening Day for staff will now be September 1, 2021 (and August 31, 2021 will not be a teacher work day).
  - a. Opening Day will include a district kickoff, staff meetings, work in rooms, introduction of school improvement work for the year, but no professional development.
  - b. September 2, 2021 will be a late start to the teacher work day. Elementary teachers are obligated to report from 12-7 instead of normal hours with open houses from 5:30-7:00. High, middle, and intermediate teachers report from 11-6 with open houses from 4:30-6.
  - c. The afternoons of October 15, 2021 and November 12, 2022 will be half-days of professional development.
  - d. January 21, 2021 and March 4, 2022 will be half days of work for teachers. The afternoons will be comp time for evening conferences. (Comp time moved from Martin Luther King Jr. Day so it can be preserved as a day of service and reflection.)
- G. For the 2022-2023 & 2023-2024 school years, there will be 181 instructional days and 185 contractual days.
  - a. Opening Day will include a district kickoff, staff meetings, work in rooms, introduction of school improvement work for the year, but no professional development.
  - b. The second teacher work day will have a late start. Elementary teachers are obligated to report from 12-7 instead of normal hours with open houses from

5:30-7:00. High, middle, and intermediate teachers report from 11-6 with open houses from 4:30-6:00.

- c. Maintain two half days for professional development for longer presentations as needed.
- d. Negotiations for these calendar years will start no later than December 2021.
- H. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are the requisite number of days and hours of student instruction as is required by the State School Aid Act. Teachers will receive their regular pay for days and hours that are canceled but shall work on the rescheduled days and hours with no additional compensation. Rescheduling shall be accomplished collaboratively.

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

- I. Calendar Guidelines Parent-Teacher Conferences
  - a. Elementary & Intermediate (K-6):

One half day in the afternoon (3 hours) and two evening (3 hours each) conferences will be held each spring and fall. Compensatory time will be scheduled as designated on the school calendar for evening conferences. One (3 hour) session in the fall and the spring will be held virtually.

b. Middle (7-8):

One half day in the afternoon (3 hours) and two evening (3 hours each) conferences will be held each spring and fall. Compensatory time will be scheduled as designated on the school calendar for evening conferences. Two (3 hour) sessions in the fall and the spring will be held virtually.

c. High School (9-12):

Two evening (3 hours each) conferences will be held each trimester. Compensatory time will be scheduled as designated on the school calendar for evening conferences. One (3 hour) session each trimester will be held virtually.

d. If a teacher is absent when parent-teacher conferences are held, the teacher will be responsible for rescheduling an opportunity for parents/guardians to conference with the teacher. This rescheduled opportunity shall take place within five (5) school days of the teacher's return to work after the absence and shall be confirmed, in writing, by the teacher to the parents/guardians and the teacher's building principal. The rescheduled parent-teacher conference opportunity shall take place after the teacher work day.

If a teacher does not comply with the above requirement, he/she/they shall be charged one-half (1/2) of one sick leave day for each three (3) hour segment of parent-teacher conferences that are not rescheduled. If the teacher has exhausted sick leave, the charged time shall be docked from the teacher's salary. The requirement of rescheduling parent-teacher conferences shall not apply to those teachers who are on an extended leave of absence where a substitute teacher has been given the responsibility for conducting the parent-teacher conferences.

J. Teachers have no contractual obligations on Martin Luther King Jr. Day, nor will it be a comp day for other work. Martin Luther King Jr. Day will be preserved as a day of service and reflection.

## **<u>3.8</u>** MENTOR TEACHERS

- A. The assignment of mentor teacher shall be regarded, posted and filled as an extra-duty position within the meaning of Article 5.4 of this Agreement. Mentors will be appointed for those teachers with less than three years of teaching experience, whether that experience was gained at Grand Ledge Public Schools or in another school system.
- B. Nothing in this Agreement shall be interpreted or applied to indicate that the assignment of mentor teachers is exclusively work within the bargaining unit represented by the Association. Rather, the purpose of this Article is to delineate the wages and specified working conditions for that assignment when it is performed by members of the Association's bargaining unit.
- C. Bargaining unit members performing the duties of mentor teacher will be compensated at the rate listed in Article 5.4.

D. A mentor teacher must be an experienced educator who demonstrates instructional expertise, ability to work well with colleagues, continuous learning and preparation, and is skilled at providing instructional support. Mentor teachers must have a total of not less than five (5) years of teaching experience.

The mentor teacher shall be available to provide professional support, guidance and instruction to the mentee. The purpose of the mentor teacher is to offer experienced assistance and support to the mentee in a collegial fashion. The mentor teacher shall make periodic reports to the administration regarding the type (i.e., general description of contact) and extent of his/her/their contact with the mentee during the existence of the mentor/mentee relationship.

- E. A mentor may be assigned to more than one (1) mentee at a time.
- F. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- G. Representatives of the Board and the Association agree to confer as necessary regarding the implementation of this Article and any clarification of the role and responsibilities of mentor teachers.
- H. The Board will appoint mentors for newly hired teachers not later than ten (10) working days of the mentee's first work day.

## 4.1 SICK LEAVE

- A. It is the intention of this Leave Policy to provide reasonable protection against loss of salary for those absences from work caused by accidents, illness, bereavement, and personal emergencies beyond reasonable control. Teachers recognize the essential nature of the relationship with students which cannot be filled by any substitute.
  - a. A teacher shall be granted 7 paid sick leave days per contract year. A teacher who does not fulfill a contract year shall have their sick leave days pro-rated. The value of any sick leave days used in excess of this pro-rated allocation shall be deducted (at the teacher's per diem rate) from the teacher's remaining wages.
  - b. Any of the paid seven (7) days not used will be credited to the teacher's record and be accumulated without limit.

- c. The Board reserves the right to require verification from a health care professional to verify a teacher's fitness for duty under the following circumstances:
  - i. To determine a teacher's ability to return from a leave of absence taken because of illness or disability.
  - ii. To evaluate a teacher's fitness for duty where the Board has articulable concerns regarding the teacher's physical and/or mental ability to perform the functions of his/her assignment. At the request of the teacher, these concerns will be made in writing at or prior to the time that verification is required. The cost of any medical or psychological examination required by the Board shall be paid by the Board, to the extent that the teacher's insurance does not cover the cost of the examination. In the event the Board is not satisfied with the assessment of the teacher's health care professional, the Board has the right to designate a healthcare professional to perform a second examination. In the event of a dispute between the teacher's health care professional and a health care professional designated by the Board, the teacher and the Board shall request that their respective health care professionals consult for the purpose of attempting to reconcile their assessments, or if that is not possible, to mutually designate a third health care provider to examine the teacher.
  - iii. The teacher shall report or have their absence reported in the District substitute system, setting forth the reason for absence.
- d. Employees may use sick leave and/or paid time off (PTO) for the following reasons:
  - i. Personal illness or disability, accidents, bereavement, and personal emergencies beyond reasonable control.
  - ii. Illness or injury in the immediate family. The "immediate family" is defined as any person whose illness or injury has a real meaning to the teacher.
- e. See Article 4.5 B for use of sick leave in relation to Family and Medical Leave Act (FMLA).
- f. Beginning after ten (10) consecutive days of absences due to a serious health condition of the teacher, absences shall be charged against the teacher's leave entitlement under FMLA at the option of either the Board or the teacher.
- B. If unable to work at the beginning of a new school year, a teacher will be allowed to use previously earned sick leave while he/she/they remains ill and unable to work, providing not otherwise employed. Medical verification may be required by a physician of the Board's choice at its expense.

- C. A Sick Leave Committee shall consist of four members: Two members designated by the Association, and two members designated by the Superintendent. The committee shall have the authority to grant additional sick leave, funded by the district, for a major medical event of a teacher. Additional sick leave is meant to serve as a bridge to Long Term Disability, and thus will not exceed 70 days per medical event. (Please contact the Benefits person for details about Long Term Disability). Examples of major medical events would be cancer, heart attack, stroke, severe car accident, other life-threatening illnesses/injuries, or unavoidable extenuating circumstances that require missing work.
  - a. Any member who experiences a major medical event, having exhausted his/her own sick leave and paid time off (PTO) days, may apply to participate in additional sick leave by emailing the Assistant Superintendent of Human Resources and the Association President as well as filling out the Sick Leave Request Form on the district website.
  - b. The decision of the Sick Leave Committee to grant or reject sick time is final, and the requesting teacher will be notified within a week.
  - c. In the event of a tie vote of the committee to grant sick leave, a mutually agreed upon arbitrator shall be used to break the tie. Any cost for the service of the use of the arbitrator shall be evenly split between the Association and the District.
  - d. Past use of sick time shall be factored into the final decision for additional leave.
- D. When a Grand Ledge Public School teacher retires under the provisions of the Michigan Public School Employees Retirement System (MPSERS) and has had at least ten (10) years of service in the Grand Ledge Public Schools, they shall receive a cash payment from the District equal to fifty-five dollars (\$55) per day of accrued sick leave and paid time off (PTO). Upon verification of retirement from MPSERS, the district shall pay a lump sum no later than the 2nd pay after the retirement date.

## **4.2 PAID TIME OFF (PTO)**

- A. A teacher shall be granted five (5) paid time off (PTO) days per contract year (non-cumulative) for full pay. A teacher that does not use these days shall have the days credited to his/her accumulated sick leave on June 30.
- B. PTO shall be granted when the teacher has a substitute teacher scheduled in the District substitute system and has notified the building administration or designee of the date(s), the substitute assigned, and the substitute confirmation.

- C. Days immediately prior to and following scheduled breaks shall not be used for PTO unless approval is received from the building administration.
- D. Teachers must receive approval from their building administration to use 5 PTO days consecutively.

#### 4.3 SCHOOL BUSINESS LEAVE

- A. Leave of absence with pay not chargeable against the teacher's sick leave will be granted as follows:
  - a. Time necessary for appropriate professional representatives to attend conferences and other activities recommended by the Association and approved by the Superintendent.
  - b. Visitations at other schools approved by the administration.
  - c. Attendance at approved educational conferences or conventions.
  - d. All other absences which are in the course of school business and having approval of the administration.
- B. Teachers will notify their principal immediately upon discovery that leave is required. Leaves of absence will be applied for in writing, except in cases of emergency.

#### 4.4 EXTENDED LEAVE OF ABSENCE

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

upon return, and the effect, if any of the leave on the salary schedule must also be put in writing. Pay deductions shall be computed as 1/number of annual teacher work days designated on the school calendar (Attachment A-1) of scheduled salary for any such days as may be approved.

C. It is expressly agreed that all leaves are from the school system.

## 4.5 OTHER LEAVES

- A. Leaves of absence with full pay not chargeable against the teacher's sick leave shall be granted for the following reasons:
  - a. Absence when a teacher is called for jury duty provided the teacher remits any monies received for jury duty to the Board.
  - b. Time necessary for appearance in any legal proceeding on behalf of the school district connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
  - c. Time necessary to take the selective service physical examination.
  - d. Absence while confined due to contagious diseases such as: mumps, measles, whooping cough, scarlet fever, and COVID-19 when it is reasonably established that the exposure occurred at school.
  - e. A teacher who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one of the following options at the time he/she/they becomes eligible for workers' compensation benefits:
    - i. The teacher may utilize his/her/their accumulated sick leave for each day absent provided that he/she/they reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Teachers shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
    - ii. The teacher may elect to receive workers' compensation benefits only.
    - iii. The teacher may elect to receive the difference between his/her/their regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the teacher's sick leave accumulation. (For example, if workers' compensation pays sixty (60%) percent of full

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

- f. Teachers shall be granted three (3) days of bereavement per contract year (non-cumulative), in the event of the death of an immediate family member. Teachers shall not be deducted sick time or PTO time for these three (3) days. The "immediate family" is defined as any person whose death has a real meaning to the teacher. If a teacher elects to use more than three days for bereavement he/she/they can use sick time or PTO for additional days.
- B. Family Medical Leave Act (FMLA):

A teacher may elect to use some or all of their accrued sick leave and/or PTO concurrently with any FMLA leave, without restriction. For purposes of applying the Family and Medical Leave Act, a July 1-June 30 twelve-month (12) period shall be used.

#### 4.6 ASSOCIATION DAYS

- A. The Board shall grant release time, not to exceed twenty (20) days per year to the designated representatives of the Executive Committee of the Association employed by the Board for Association business. In the event a teacher employed by the Board is a designated official of the ECEA, the Association shall have the right to purchase an additional twenty (20) days of released time.
- B. The Board shall be reimbursed by the Association for the cost of substitute pay for the released time used by the Association Executive Committee member employed by the Board or delegated representative.
- C. If the District requests or requires representatives of the Association to be present at a meeting during the regular contractual school day, the Association will not utilize association days and will not be charged.

## 4.7 SCHOOL IMPROVEMENT

A. A School Improvement Plan (SIP) shall be defined as a plan, program or process required under Section 1277 of the Michigan Revised School Code or corresponding provisions of the State School Aid Act.

- B. Recommendations made by any site-based committee at the building level shall not violate any of the rights secured to the Board or the Association under this Agreement.
- C. Any provision(s) of a SIP or applications thereof affecting the wages, hours and/or terms and conditions of employment, or the impact of any wages, hours and/or other terms and conditions of employment of any bargaining unit member must be ratified by the Board and the Association prior to being implemented.
- D. Individual membership in SIP/BET shall be voluntary.
- E. Areas identified for school improvement planning are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff.

## 5.1 INSURANCE PROTECTION AND SELF-FUNDED BENEFITS

- A. Workers' Disability Compensation Act Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation law of the State of Michigan. (See Article 4.5. A (e))
- B. The Board shall make available health care protection (as outlined in paragraph E below) for a twelve (12) month period for each full-time employee and his/her eligible dependents, subject to the following conditions. Part-time employees shall receive a pro-rata benefit.

Bargaining unit members who will not be returning to employment in the ensuing school year will have insurance premium contributions paid on their behalf by the Board under this Article through June 30 only. If a bargaining unit member separates from employment after June 30 and the Board has remitted premium contribution for the individual for the month(s) of July, August and/or September, the separating teacher shall be obligated to the Board for those premium amounts. The Board shall have the right to recover such sums (in addition to any other remedies provided by law) by deducting the premium amounts owed from any wages remaining to be paid to the separating employee.

C. District provided subsidies will be used for health insurance only. The district will pay for ancillaries for all teachers.

- D. The district will continue its contract with the SET SEG clinic. The district will continue to pay the contract rate for SET SEG for people who choose Plan A. Those who choose Plan B will be able to opt into the SET SEG clinic; the cost of this option will be paid for by the teacher.
- E. Teachers may elect only one (1) of the following fringe benefit plans:

#### Plan A:

Health Insurance Plan's to be determined each year by the District's Insurance Advisory committee.

| Long Term Disability                    | to 66 2/3%<br>90 calendar days modified fill<br>\$4,000 maximum<br>Freeze on Offsets<br>Alcoholism/drug addiction 2 years                                                                                                              |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dental (self-funded)                    | Mental/nervous 2 years<br>-100/80/80:<br>\$1,000 per person maximum annual benefit<br>\$1,500 maximum orthodontic benefit                                                                                                              |
| Negotiated Life<br>Vision (self-funded) | \$20,000 AD&D<br>Exam: \$64 covered every 12 months<br>Lenses (regular, bifocal, trifocal,<br>progressive), Frame Allowance and Contact<br>Lenses covered every 12 months per<br>amounts determined by Insurance company<br>each year. |

#### <u>Plan B</u>:

Dental (self-funded) same as Plan A Vision (self-funded) same as Plan A Negotiated Life \$20,000 AD&D Long Term Disability to 66 2/3% Same as Plan A

A teacher may elect during open enrollment not to enroll in dental and vision benefit plans.

Employees that choose Plan B shall receive cash in lieu through the Section 125 Plan only after Grand Ledge Public Schools receives documentation that they have other insurance coverage that meets the ACA minimum value and coverage requirements. Plan B participants will be responsible for FICA (employee share) on the cash option amount and may elect, through a separate salary reduction agreement, to contribute the option amount to 403b annuity. Cash in lieu shall be \$310 per month for single, \$335 per month for two-person, and \$400 per month for families.

The District contributed premium (subsidy) for Plan A shall be \$505 per month for single subscriber enrollments, \$1085 per month for two person enrollments and \$1416 per month for full family enrollments.

If the premium for the above plans exceed the Board contributions specified above, the Association shall have the right to amend the plan benefit structure so that the premiums fall within the Board contributions specified above. Any premium amounts beyond the District's contribution, as specified above, which are required to maintain the coverage selected by the teacher are the responsibility of the teacher and shall be payroll deducted. The teacher has the option of signing an agreement authorizing that any such premium amounts be payroll deducted through the District's Section 125 Plan. Where a teacher is on 20 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the teacher's salary in the ensuing school year.

If a teacher chooses an HSA insurance plan, the district will contribute payment into HSA's shall be made bi-yearly. The first payment shall be made no later than January 15th of each year and the second payment shall be made no later than July 15th of each year. If a teacher is eligible to change insurance mid-year, and opts into the HSA plan, then these amounts will be prorated on a monthly basis. The district contribution to HSA for single subscribers is \$900/year, for two-person subscribers \$1200 per year, and for family subscribers \$2000 per year.

The Association agrees to continue to participate, as it has, in the District's Insurance Advisory Committee. The association will designate who participates on its behalf. The Association shall have the right to determine the plan specifications for the replacement products. In the event that the insurance products are changed, as described above, the Board's premium obligation for the replacement products shall not exceed the premium amounts specified above, unless otherwise agreed upon by the Board and the Association. This provision

likewise does not limit the right of either the Board or the Association to propose changes in plan specifications, premium allocation and other terms and conditions in the process of collective bargaining.

When the Health Insurance Plan is determined each year by the District's Insurance Advisory committee, the District may offer to pay a cash in lieu amount and subsidy amounts that exceed the amounts specified earlier. If offered by the District and accepted by the Association, the Board agrees to pay the newly agreed-upon amounts for the entire insurance plan year (Jan. 1 - Dec. 31), but only for that insurance plan year.

- F. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the Board shall continue to pay premiums for the current year, provided medical evidence has been made available to the Board verifying continuing illness or injury which prevents the teacher from working. A medical leave of absence shall be requested by the teacher.
- G. Accumulated sick leave shall have a cash surrender value of one hundred percent (100%) in the event of death, payable to the teacher's designated beneficiary.
- H. Payroll deduction shall be available for any mutually agreed upon program, as well as all current MESSA, MEA Financial Services and MEA programs, including tax annuities program, subject to the availability of current payroll processing limitations.
- I. The District and the Association shall begin renegotiating the terms of 5.1 annually in October.

## 5.2 SALARY GUIDE

- A. An instructional employee who has had teaching experience, or the equivalent, providing the teaching experience that the employee has had makes him/her/them more valuable than a beginning teacher, may be employed initially at a yearly salary above the minimum salary, providing the credit for experience does not exceed Step G.
  - a. The District may submit a written request to the Association that a teacher be hired into the district with credit for experience above step G.
  - b. The District will provide the Association with the prospective teacher's name, teaching experience, position applied for, pay scale step requested.

- B. The salaries of teachers covered by this Agreement are set forth in the schedules which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect for the term of this Agreement.
- C. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined.
- D. Part-time teachers and/or those teachers with less than a normal teaching load shall have their compensation pro-rated. The resulting proportional amount shall be subtracted from the normal salary amount.
- E. When a teacher is employed outside the regular school day or year for comparable professional work, the Board will compensate the teacher at the Contractual Hourly Rate (CHR). The CHR shall be defined at \$45/hour. Principals/administration shall pre-approve all additional work that will be paid at the CHR. Teachers will document their hours and will be paid for all of their hourly work no later than the 2nd pay after each trimester.
- F. Teachers shall have the option of receiving salary in twenty (20) or twenty-four (24) pays. Teachers shall make a written election by August 15 to be paid over either 20 or 24 pays in the next succeeding school year. The election forms will be mailed to the teacher's home address. Once made, that choice shall be irrevocable unless revoked in writing during the above election window for a succeeding school year. Teachers who do not have a written election on file with the business office shall be paid over 20 pays.
- G. If a pay period falls during a vacation period, payment of wages by direct deposit will be made on the last bank business day within the regular payroll cycle.
- H. Special education teachers may become involved, with administrative approval, in the scheduling of special education students into the regular education curriculum. When this work is performed during the summer months, the teacher will be compensated at the Contractual Hourly Rate (CHR)

## 5.3 SALARY SCHEDULES

- A. A teacher will not be eligible to advance step placement, or to move laterally to another salary column if he/she/they has received an "ineffective" rating on their final/year end evaluation in the immediately preceding school year.
- B. All eligible teachers for the 2021-2024 Master Agreement shall advance a step and are eligible for lane changes. Lanes will be awarded for the 2021-2024 Master Agreement for transcripts received prior to September 1, and January 15, of each year.
- C. Teachers shall receive \$100 for each credit toward a Masters and/or towards an EdSpec, PhD, EDD, or terminal degree. All coursework for reimbursement must be earned after July 1, 2021 and earned while employed with the District. Credits must be applicable to current or potential teaching positions and be approved by the superintendent or a designee. Teachers can submit transcripts prior to September 1, and January 15, of each year for reimbursement.
- D. Certified staff shall earn a \$1,000 annual longevity stipend upon completing at least 25 years of service. The stipend shall be paid annually to those completing the school year, on or before June 30. Teachers who are resigning at the end of the school year, who qualify for this stipend will receive this stipend on or before June 30.
- E. MA+20 requirements
  - a. All credits towards the MA+20 lane change shall occur after the teacher receives a Masters degree and must be graduate-level classes from an accredited university.
  - b. All coursework for lane changes must be applicable to current or potential teaching positions and approved by superintendent or designee.
- F. EdSpec PhD EDD requirements
  - a. Certified staff, who earned a MA+45 column by Sept 1 2021, will be legacied into EdSpec - PhD - EDD column.
  - b. To qualify for the EdSpec PhD EDD salary lane, a teacher must have earned a Bachelor's Degree, a subsequent Master's degree, and an Education Specialist, EDD, or PhD degree from an accredited university.

# Salary Schedule

# <u>2021 - 2024 Salary Scale</u>

| Step | ВА       | МА       | MA+20    | EdSpec - PhD - EDD<br>(and legacy MA+45) |
|------|----------|----------|----------|------------------------------------------|
| А    | \$43,349 | \$46,290 | \$48,790 | \$51,480                                 |
| В    | \$44,774 | \$47,840 | \$50,340 | \$53,035                                 |
| С    | \$46,199 | \$49,390 | \$51,890 | \$54,590                                 |
| D    | \$47,624 | \$50,940 | \$53,440 | \$56,145                                 |
| Е    | \$49,049 | \$52,490 | \$54,990 | \$57,700                                 |
| F    | \$50,474 | \$54,040 | \$56,540 | \$59,255                                 |
| G    | \$51,899 | \$55,590 | \$58,090 | \$60,810                                 |
| Н    | \$53,324 | \$57,140 | \$59,640 | \$62,365                                 |
| Ι    | \$54,749 | \$58,690 | \$61,190 | \$63,920                                 |
| J    | \$56,174 | \$60,240 | \$62,740 | \$65,475                                 |
| K    | \$57,599 | \$61,790 | \$64,290 | \$67,030                                 |
| L    | \$59,024 | \$63,340 | \$65,840 | \$68,585                                 |
| М    | \$60,449 | \$64,890 | \$67,390 | \$70,140                                 |
| Ν    | \$61,874 | \$66,440 | \$68,940 | \$71,695                                 |
| 0    | \$63,299 | \$67,990 | \$70,490 | \$73,250                                 |
| Р    | \$64,724 | \$69,540 | \$72,040 | \$74,805                                 |
| Q    | \$66,149 | \$71,090 | \$73,590 | \$76,360                                 |
| R    | \$67,574 | \$72,640 | \$75,140 | \$77,915                                 |
| S    | \$68,999 | \$74,190 | \$76,690 | \$79,470                                 |
| Т    | \$70,424 | \$75,740 | \$78,240 | \$81,025                                 |
| U    | \$71,849 | \$77,290 | \$79,790 | \$82,580                                 |
| V    | \$73,274 | \$78,840 | \$81,340 | \$84,135                                 |
| W    | \$74,699 | \$80,390 | \$82,890 | \$85,690                                 |
| Х    | \$76,124 | \$81,940 | \$84,440 | \$87,245                                 |
| Y    | \$77,549 | \$83,490 | \$85,990 | \$88,800                                 |
| Z    | \$78,974 | \$85,040 | \$87,540 | \$90,355                                 |

| Step for the 2020-2021 School Year | New step for the 2021 - 2022 School Year |
|------------------------------------|------------------------------------------|
| Step 2 - 5                         | А                                        |
| Step 6                             | В                                        |
| Step 7                             | С                                        |
| Step 8                             | D                                        |
| Step 9                             | Ε                                        |
| Step 10                            | F                                        |
| Step 11                            | G                                        |
| Step 12                            | Н                                        |
| Step 13                            | Ι                                        |
| Step 14                            | J                                        |
| Step 15                            | K                                        |
| Step 16                            | L                                        |
| Step 17                            | М                                        |
| Step 18                            | Ν                                        |
| Step 19                            | 0                                        |
| Step 20                            | Р                                        |
| Step 21                            | Q                                        |
| Step 22                            | R                                        |
| Step 23                            | S                                        |
| Step 24                            | Т                                        |
| Step 25                            | U                                        |
| Step 26                            | V                                        |

Teachers employed for the 2020-2021 school year will be moved to the steps as noted below.

#### 5.4 EXTRA-DUTY

A. Tenure shall not apply to any or all, special duties as assigned by the Board for which extra duty pay is defined.

#### B. Athletics:

Percentage will be based on the step system below. Coaches will advance a step with each year of coaching at GLPS:

Step 1 \$35, 624 Step 2 - \$37,049 Step 3 - \$38,652 Step 4 - \$40,255 Step 5 - \$41,858 Step 6 - \$43,461 Step 7 - \$45,421 Step 8 - \$47,380 Step 9 - \$49,339 Step 10 - \$51,299 Step 11 - \$59,640 \*Legacy Step Only

Current Grand Ledge Teachers (and retired) who were previously at step 11\* in the 2014-2015 and 2015-2016 school years, will continue to be legacied at their current step 11 (a percentage of \$59,640).

| HEAD COACHES            | PERCENTAGES       | ASSISTANT COACHES | PERCENTAGES     |
|-------------------------|-------------------|-------------------|-----------------|
| Baseball                | 10%               | Baseball (2)      | 6%              |
| Basketball              | 12%               | Basketball (2)    | 7%              |
| Cross Country           | 9%                |                   |                 |
| Football                | 12%               | Football (2)      | 7%              |
| Golf                    | 9%                |                   |                 |
| Gymnastics              | 9%                |                   |                 |
| Soccer                  | 9%                | Soccer (1)        | 6%              |
| Softball                | 10%               | Softball (2)      | 6%              |
| Swimming                | 9%                | Swimming (1)      | 5%              |
|                         |                   | Diving (1)        | 5%              |
| Strength                | 5% per season (3) |                   |                 |
| Tennis                  | 9%                |                   |                 |
| Track                   | 10%               | Track (2)         | 6%              |
| Volleyball              | 9%                | Volleyball (2)    | 6%              |
| Wrestling               | 12%               | Wrestling (1)     | 7%              |
| Cheerleading            | 6% (per season)   | Cheerleading (1)  | 4% (per season) |
| Faculty Athletic Asst.  | 6%                |                   |                 |
| MS Basketball 8th Grade | 4%                |                   |                 |
| MS Basketball 7th Grade | 4%                |                   |                 |
| MS Cross County         | 4%                |                   |                 |
| MS Track                | 4.5%              | MS Track          | 2.5%            |
| MS Volleyball           | 4%                |                   |                 |
| MS Wrestling            | 4%                |                   |                 |

Note: MS is middle school in the table above.

#### C. Leadership:

Leadership positions are chosen by building principals, and the pay listed on the table is for a contract year. In the table below, "HS" means high school, "MS" means middle school, and "IS" means intermediate school.

| HS Tech. Coordinator (3 per building)              | \$1,540                                 |       |
|----------------------------------------------------|-----------------------------------------|-------|
| MS Tech. Coordinator (2 per building)              | \$1,540                                 |       |
| Intermediate School Tech. Coordinator (2           | \$1,540                                 |       |
| Elementary Tech. Coordinator (2 per build          | \$1,540                                 |       |
| HS, MS, and IS Departmental Chairs                 | 3 or less in Dept.                      | \$650 |
| HS, MS, and IS Departmental Chairs                 | More than 3, but less than 6 in a Dept. | \$740 |
| HS, MS, and IS Departmental Chairs                 | 6 or more in a Dept.                    | \$835 |
| Elementary/IS Grade Level Teacher<br>Leader (GLTL) | 1 per grade level per<br>elementary/IS  | \$650 |

The High School Principal may select 11 or more chairpersons annually. The Middle School Principal in each building may select 6 or more chairpersons annually. The Intermediate School Principal shall decide whether to use department chairs (6 or more) or grade level teacher leaders (1 per grade level) annually. Each Elementary School shall have 1 GLTL per grade level per elementary school, designated by the principal annually. Designated chairpersons / teacher leaders shall coordinate school programs and instructional interests. Chairpersons / teacher leaders selected shall not be considered executive or supervisory employees. Department chairs and GLTL's will meet at least once a month with their department, or grade level.

School Improvement Chair (PBIS, MTSS, etc.)

\$650

School Improvement Chairs will plan for, collaborate with staff around, and implement building level school improvement initiatives. School improvement initiatives will be approved by the building principal in coordination with Central Office. School improvement teams will be defined as any team that works toward improvement of the district including, but not limited to PBIS, MTSS, etc. Building School Improvement Chairs will meet 4 times/year with the other Building-level chairs from across the district and building principals. Building principals will select chairs for school improvement annually.

| Mentor Teachers            | Year 1            | \$555                   |
|----------------------------|-------------------|-------------------------|
|                            | Year 2 and Year 3 | \$370                   |
| Summer School / Comet Camp |                   | Contractual Hourly Rate |

- D. School-sponsored Clubs & Activities:
  - a. On recommendation of the school principal and approved by the Superintendent.
  - b. In the event a principal does not recommend the formation of a club, the denial can be appealed to the Superintendent.
  - c. Tenure shall not apply to any or all special duties as assigned by the Board for which extra pay is defined.
  - d. If the Club or Activity concludes by the end of a single trimester, payment will be made not later than the second regular payroll after the trimester. If the Club or Activity is longer than a trimester, payment will be made not later than the second regular payroll after the last day of the trimester in which the Club or Activity concludes.

| HS Band Director                                    | \$5,645                                                                      |
|-----------------------------------------------------|------------------------------------------------------------------------------|
| MS Band Director                                    | \$4,105                                                                      |
| HS Vocal Music                                      | \$5,645                                                                      |
| MS Vocal Music                                      | \$4,105                                                                      |
| Elementary Music                                    | \$1,025                                                                      |
| HS Dramatics                                        | Varies according to plays produced                                           |
| HS Musical (Full Length)                            | Head Director - \$3,080                                                      |
|                                                     | Other Director(s) -\$2,565 total (may be split among more than one director) |
|                                                     | Choreographer -\$515                                                         |
|                                                     | Scenery & Design -\$1,025                                                    |
| GLHS Student Council<br>Advisor(s)                  | \$3,695 Total (may be split among more than one advisor)                     |
| Spring Forensics                                    | \$2,565                                                                      |
| Senior High Newspaper                               | \$1,540                                                                      |
| Senior High Yearbook                                | \$1,540                                                                      |
| Quiz Bowl                                           | \$1,540 per season (2)                                                       |
| National Honor Society                              | \$2,100                                                                      |
| DECA                                                | \$2,100                                                                      |
| Lohne Exchange Program                              | \$2,100                                                                      |
| Clubs that promote equity, diversity, and inclusion | Minimum 9 after school meetings - \$840                                      |

- E. Other School Clubs & Activities:
  - a. On recommendation of the school principal and approved by the Superintendent.
  - b. In the event a principal does not recommend the formation of a club, the denial can be appealed to the Superintendent.
  - c. Tenure shall not apply to any or all special duties as assigned by the Board for which extra pay is defined.
  - d. In recognition of participation by elementary teachers in those after-school and evening events where teacher attendance is otherwise not obligatory, each elementary teacher shall be compensated at the Contractual Hourly Rate. The building principal shall designate the number of compensated staff members needed for each event. Faculty desiring to participate shall express their preference for assignment to a particular event or function to the building administrator who is responsible for staffing.
  - e. If the Club or Activity concludes by the end of a single trimester, payment will be made not later than the second regular payroll after the trimester. If the Club or Activity is longer than a trimester, payment will be made not later than the second regular payroll after the last day of the trimester in which the Club or Activity concludes.
  - f. Clubs, Intramurals, and other activities can be held at any school/grade level with principal approval. Sponsors will collect student fees \$25/per student and turn money into the business office. Principals may waive fees for students who qualify for free/reduced lunch. Sponsors for groups that do not collect student fees will not be paid unless agreed upon by the Association and the District. Prom advisor and Homecoming Dance Advisor do not collect fees.

| Clubs/Intramurals                     | 15-25 students   | Minimum 9 after school mtgs/events. | \$430                      |
|---------------------------------------|------------------|-------------------------------------|----------------------------|
| Clubs/Intramurals                     | 26-50 students   | Minimum 9 after school mtgs/events. | \$625                      |
| Clubs/Intramurals                     | Over 50 students | Minimum 9 after school mtgs/events. | \$840                      |
| Prom Advisor                          |                  | One per class                       | \$1,070                    |
| HomecomingDance<br>Advisor            |                  | One per class                       | \$1,070                    |
| 6 <sup>th</sup> Grade Camp            |                  | Per season                          | \$125                      |
| Elementary<br>After School Activities |                  | Refer to ¶ (d), above.              | Contractual Hourly<br>Rate |

#### 5.5 EARLY RESIGNATION INCENTIVE

- A. Any bargaining unit member who submits an unconditional written resignation, to be effective on the final teacher work day of the school year, to the District on or before 4:00 p.m. on the third Friday of March shall be entitled to receive an early resignation payment in the amount of \$3,000 (less employee FICA, tax withholding and other legally required deductions) to be paid to the eligible bargaining unit member not later than the final payroll of that school year.
- B. Resignations of bargaining unit members who submit letters after 4:00 p.m. on the third Friday of March shall not be entitled to receive the early resignation payment.
- C. Resignations submitted must be signed by the teacher, signify the date on which the resignation is submitted, and designate the effective date of resignation as the last teacher work day of the applicable school year, unless the teacher is physically unable to complete the year and resigns earlier.
- D. All resignations satisfying the above requirements must be submitted to the Human Resources office.

# 6.1 STUDENT DISCIPLINE

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

# 6.2 MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to his Agreement.

- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement supersedes and cancels all previous written agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The only exception to this is "Letter of Agreement #6 -- Summer School, 2021" which will expire September 1, 2021.
- D. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement entitled "Master Agreement between the Grand Ledge Board of Education and the Eaton County Education Association" shall be distributed electronically by the Association within thirty (30) days after the Agreement is signed and presented to all teachers, administrators, and Board members.
- G. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

H. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

# 6.3 LEAST RESTRICTIVE ENVIRONMENT AND MEDICALLY FRAGILE STUDENTS

- A. The parties acknowledge that the policy of least restrictive environment is legally mandated. They also recognize that the extent to which any individual handicapped student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).
- B. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member shall be required to provide school health services for any student except in an emergency situation.
- C. Where mandated school health services are necessary to maintain a student in the classroom, appropriate training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.
- D. For the purpose of this Article, the term "school health services," shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

# 7.1 BOARD OF EDUCATION RIGHTS

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

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

# **<u>8.1</u> DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1 of 2021, and will expire on June 30, 2024.

## FOR THE ASSOCIATION

## FOR THE BOARD OF EDUCATION





Dated this 28th day of June 2021.

# APPENDIX

| Grievance # | Grand Ledge School District |
|-------------|-----------------------------|
|-------------|-----------------------------|

# **GRIEVANCE REPORT**

Submit to Principal in Duplicate

| ling          | /<br>Assignment         | /<br>Nam        | e of Grievant           | / Date Filed  |
|---------------|-------------------------|-----------------|-------------------------|---------------|
| "111 <u>6</u> | rissignment             | 1 (411)         |                         | Dute I lieu   |
| EL I          |                         |                 |                         |               |
| Da            | te Cause of Grievance O | ccurred         |                         |               |
| 1.            | Statement of Grieva     | nce (including  | date, time, and place): |               |
|               |                         |                 |                         |               |
|               |                         |                 |                         |               |
| 2.            | Section of Contract     | allegedly viola | .ted:                   |               |
|               |                         |                 |                         |               |
|               |                         |                 |                         |               |
| 3.            | Specific Relief Sous    | pht.            |                         |               |
|               | Speeme Rener Soug       |                 |                         |               |
|               |                         |                 |                         |               |
|               |                         |                 |                         |               |
|               |                         | /               | /                       | /             |
| Sig           | gnature of              | Date            | Signature of            | Grievant Date |

|                         | Disposition by Principal                                                                                                               |       |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------|
|                         |                                                                                                                                        |       |
|                         |                                                                                                                                        |       |
|                         | /                                                                                                                                      |       |
| Sign                    | ature of Principal Date                                                                                                                |       |
| D.                      | Position of Grievant and/or Association                                                                                                |       |
|                         |                                                                                                                                        |       |
|                         |                                                                                                                                        |       |
|                         |                                                                                                                                        |       |
|                         | ,                                                                                                                                      |       |
|                         |                                                                                                                                        |       |
| Sign                    | ature Date                                                                                                                             |       |
| -                       |                                                                                                                                        | ıl sh |
| ddition                 | ature Date                                                                                                                             | ıl sh |
| ddition<br><u>EL II</u> | ature Date<br>nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona                                          |       |
| ddition                 | ature Date                                                                                                                             |       |
| ddition<br>EL II<br>A.  | ature Date nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona Date Received by Superintendent or Designee |       |
| ddition<br><u>EL II</u> | ature Date<br>nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona                                          |       |
| ddition<br>EL II<br>A.  | ature Date nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona Date Received by Superintendent or Designee |       |
| ddition<br>EL II<br>A.  | ature Date nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona Date Received by Superintendent or Designee |       |
| ddition<br>EL II<br>A.  | ature Date nal space is needed in reporting Section B1 & 2 of Level 1, attach an additiona Date Received by Superintendent or Designee |       |

Signature

Date

|             | C.     | Position of Grievant and/or Association |  |  |  |  |
|-------------|--------|-----------------------------------------|--|--|--|--|
|             |        |                                         |  |  |  |  |
|             |        |                                         |  |  |  |  |
|             |        |                                         |  |  |  |  |
|             |        |                                         |  |  |  |  |
|             |        |                                         |  |  |  |  |
|             |        |                                         |  |  |  |  |
|             |        | /                                       |  |  |  |  |
|             | Signat | ature Date                              |  |  |  |  |
|             |        |                                         |  |  |  |  |
| <u>LEVE</u> | LIII   |                                         |  |  |  |  |

A. Date Demand for Arbitration Received by Board\_\_\_\_\_