MASTER AGREEMENT
Between the

GRASS LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION

and

GRASS LAKE EDUCATION ASSOCIATION,
JCEA/MEA/NEA

**2026-2028**

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THIS AGREEMENT is entered into this 9th day of February, 2026 (effective for the 26-27, 27-28 & 28-29 school years-expiring Dec. 31st 2028) by and between the Grass Lake Community Schools, Jackson County, Michigan, (the "Board") and the Grass Lake Education Association, JCEA/MEA/NEA, the ("Association)".

## PURPOSE

The general purpose of this Agreement is to set forth the wages, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the teaching faculty, and the children who attend the schools in this District. Recognizing that providing a quality education for the children in the Grass Lake Community Schools is the primary objective and obligation of the parties, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions specified, agree to abide by the Agreement's terms and provisions for the duration of this Agreement.

## ARTICLE 1 - RECOGNITION

A. **Bargaining Unit Defined**. The Board recognizes the Jackson County/Grass Lake Education Association as the sole and exclusive bargaining representative as defined in Section 11 of the Michigan Public Employment Relations Act, MCL 423.211as amended, for all certified professional employees under contract with the Board, full or part-time or on leave; excluding daily substitutes, executive, administrative, and supervisory personnel and all other employees.

B. **Representatives**. For the above defined bargaining unit, the Board agrees not to negotiate with any other organization other than that designated as a representative for the duration of this Agreement.

C. **Definitions**:

1. The term "*Association*" refers to the Jackson County/Grass Lake Education Association solely in its representative capacity for the employees of the Grass Lake Community Schools in the bargaining unit as recognized and defined in Section A. above.

2. The term "*teacher*" refers to all professional employees represented by the Association in the bargaining unit as above defined.

3. The term "*Board*" includes its officers, trustees, and representatives.

4. Wherever the term "*school*" is used, it is to include any work location.

5. Wherever the term "*administration*" is used, it shall include the Superintendent, Principals, and other administrative personnel employed by the Board.

6. The term "*District*" refers to the Grass Lake Community Schools.

7. Wherever the singular is used, it is to include the plural.

8. "*Part-time teachers*" are those employed for less than the minimum hours per day as provided in this Agreement, or for less than a full school year, or as a substitute teacher employed in the same position for more than sixty (60) continuous days. Part-time teachers are entitled to all benefits and responsibilities of this Agreement, with salary, fringe benefits, paid leaves of absence, or other compensation, all of which shall be prorated to full-time employment and subject to any and all conditions required by an insurance carrier or company providing any fringe benefits to the District.

9. The term "*certified*" shall mean the teacher has the certificate from the State of Michigan "in hand," or a letter from a certifying institution stating the teacher has been recommended to the State of Michigan for certification in specific area(s).

10. The term "*qualified*" means certified for the grade level, if a K-8 position, or for the subject area, if a 9-12 position.

## ARTICLE 2 - BOARD'S RIGHTS

A. **Specific Board Rights**. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing assigned duties, including the right to promulgate reasonable rules and regulations not inconsistent with this Agreement;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish classes and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

4. To make the final decision on the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees and for administrative and non-teaching activities, and the terms and conditions of employment.

B. **Board Residual Management Rights**. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The Association recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage the operations of the District and to direct and supervise its employees are solely and exclusively vested in the Board and the Administration.

## ARTICLE 3 - ASSOCIATION RIGHTS

A. **State Statutes and Board Policies**. The Association shall abide by the Michigan Public Employment Relations Act, MCL 423.211 et seq., as amended and abide by applicable laws and statutes pertaining to teacher rights and

responsibilities. The Association shall abide by published Board Policies not inconsistent with the terms of this Agreement. The Association President will be provided with sufficient copies of said policies and policy amendments to post in each teacher's lounge.

Nothing contained in this agreement will be construed as a waiver of any rights the Association or its members may have under the Michigan Public Employment Relations Act, MCL 423.211 et seq., as amended or which are otherwise provided by law.

B. **Use of Facilities and Equipment**. District employees within this bargaining unit shall have the right to use school building facilities for their meetings and computers, copy machines, and other duplicating equipment for local Association business when the building facilities or equipment is not otherwise in use or needed for school business as agreed upon by the building principal and are in accordance with written School Board policy, provided the building principal or individual directly responsible for said facilities or equipment is informed of what has been used and what materials were consumed. The Association shall reimburse the District for all costs incident to and repairs directly attributable to the use of such equipment, buildings and facilities including the use of material, supplies, trained operators, and custodial service.

C. **Association Business**. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before and after school and during lunch periods as herein defined, provided such activity shall not interfere with or interrupt normal school operations. Association representatives from outside the District must first check in upon their arrival with the Superintendent or Building Principal's office before visiting school facilities.

D. **Bulletin Board/Mail Boxes**. A bulletin board in the teachers' lounges, as well as teachers' mailboxes, and e-mail shall be made available to the Association and its members. All materials placed on these bulletin boards or in the school mail system by the Association are to relate to official business of the Association and be initiated by the local Association President or an Association Building Representative. The Board shall have the right to withdraw the use of this privilege when such use is contrary to these provisions and/or interferes with the safe, orderly and/or efficient operation of the schools.

E. **Availability of Information Regarding School District**. The Board agrees to furnish to the Association in response to written requests from the Association President, or a designee, from time-to-time, all information which is available to

the public concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information that will assist the Association in formulating intelligent, accurate, informed and constructive collective bargaining proposals, and that information which is necessary for the processing of grievances pursuant to the grievance procedure. It is recognized that information will be provided in the form in which it is readily available and original records must be examined at the school offices during office hours in accordance with the Freedom of Information Act. The Association will not request from the Board information readily available from the teachers.

F. **Minutes of Board Meetings**. The Board agrees to make available to the Association President, on the afternoon of the regularly scheduled Board meetings, a copy of the Board agenda. Minutes approved by the Board shall be made available to the Association President. Minutes of meetings conducted as closed sessions will be handled in accordance with the Open Meeting Act.

G. **Contract Negotiations.** If, at the request of the Board, a teacher is engaged during the school day in contract negotiations on behalf of the Association with any representative of the Board, said teacher shall be released from regular duties without loss of salary or other compensation.

## ARTICLE 4 - TEACHERS' RIGHTS AND RESPONSIBILITIES

A. **Statutory Rights**. Pursuant to the Michigan Public Employment Relations Act, MCL 423.211et seq. As amended, the Board agrees that every teacher employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations or other legally permissible concerted activities for mutual aid and protection, or to refrain therefrom as provided by law. The Board and the Association agree that neither will, directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Employment Relations Act, MCL 423.211 et seq. or the laws of Michigan and the Constitution of Michigan and the United States, discriminate against any teacher with respect to wages, hours, and other terms and conditions of employment by reason of the teacher's membership or non-membership in the Association, the teacher's participation in any activities of the Association, collective professional negotiations with the Board, the teacher's institution of any grievance, complaint or proceeding pursuant to this Agreement, or otherwise to any terms and conditions of employment.

B. **Freedom from Discrimination**. The Board, the Association, and their agents and members agree that neither shall unlawfully discriminate against any employee of the District because of race, religion, color, national origin, age, sex, sexual orientation, height, weight, marital status, disability, or for exercising his/her rights pursuant to of the Michigan Public Employment Relations Act, MCL 423.211 et seq., as amended.

C. **Freedom of Association**. The teachers shall be entitled to full rights of citizenship, and no religious or political activity of any teacher outside of school hours, or the lack thereof, shall be grounds for any discipline or discrimination as to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board provided that it does not detract from his/her effectiveness as a teacher.

D. **Teaching Certificate**. Each teacher shall be responsible for maintaining his/her proper teaching certificate. Failure to maintain appropriate certification will result in immediate loss of position.

E. **Board Policies, Rules, and Regulations**. Teachers shall conform to Board policies, rules, regulations, and procedures.

The Board shall make available in each Building Principal's office a copy of the Board policies. Any change in administrative procedures will be distributed in writing to each teacher.

F. **Academic Freedom**. Both the Employer and Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is encouraged. Core curriculum shall be in compliance with Section 1278 of the Revised School Code, MCL 380.1278.

G. **Grade Challenges.** The evaluation of student performance is the responsibility of the professional staff unless the law expressly requires otherwise. No change in any grade or test score assigned to a student may be made by the Employer or its administrators without consultation of the bargaining unit employee who assigned the grade or score.

1. If there is a challenge to the assignment of a particular grade, the employee shall be informed of the challenge and be provided with the reason(s) for the challenge in writing within three (3) work days after the challenge is made.

2. The bargaining unit employee is entitled to Association representation during any meetings or conferences regarding a challenge to a grade and all such meetings or conferences shall be conducted in private and kept confidential by the Employer, to the extent permitted by law.

## ARTICLE 5 - PAYROLL DEDUCTIONS

A. The Board agrees promptly to advise the Association of all employment status changes for bargaining unit employees in the following circumstances: hiring, termination, FTE status, and layoff/recall.

B. **Miscellaneous Payroll Deductions**. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances to any plan or program jointly approved by the Association and the Board that does not violate applicable legal standards. The Board agrees to make deductions in accordance with this provision for the following, provided the authorization form set forth as Schedule D or other proper authorization form is submitted by the teacher:

1. Insurance - Any MEA option
2. Grass Lake Education Foundation
3. Tax deferred annuities agreed to by the Board and the Association.
4. Jackson County United Fund
5. Jackson City Income Tax
6. Grass Lake EA Scholarship Fund
7. MEA Individual Payroll Dues Deduction option

(a) It is expressly understood and agreed that while the Board will offer each teacher the opportunity to participate in a jointly approved plan or program, the Board does not expressly or impliedly, warrant or guarantee any plan or program in any way.

(b) The Board and the Administration shall not be held liable in any way for the failure to transmit any payroll deduction unless it can be proven that such failure was the result of a willful action of gross negligence.

C. **The Administration Agrees To Offer Direct Deposit.** The number of financial institutions offered for direct deposit shall be no less than five (5).

## ARTICLE 6 - TEACHING HOURS AND CONDITIONS

A. **Hours of Work**

1. **Notice**. The Building Principal will give notice of the teacher hours for the coming school year two (2) weeks before the opening day of school.

2. **Workday.** The teacher's normal work day shall not exceed seven (7) hours and 20 minutes. The workday will be divided into two equal segments for the purpose of substitute teacher coverage.

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3. **Duty-Free Lunch.** The teacher workday will include a thirty (30) minute duty-free lunch period. Teachers will be allowed to leave their respective buildings during their lunch hours, provided the school office is notified beforehand.

*Start and End times for each building:
HS 7:25-2:45
MS 7:20-2:40
EL 8:25-3:45

B. **Preparation Time.**

1. **Secondary Teachers.** Secondary teachers will be given not less than 275 (two hundred seventy-five) minutes of preparation time per week within the student day. Preparation periods will be 55 (fifty-five) minutes in length.

2. **Elementary Teachers.** Elementary teachers will be given one (1) fifty-five (55) minute block of preparation time each day within the student day except as follows:

a. Specialist teachers will receive equal preparation time each week, scheduled in blocks of time not smaller than twenty (20) minutes

each. Specialists are defined as art, music, elementary library, technology, elementary foreign language, health, and physical education teachers. Specialists will be consulted and given an opportunity for input on their schedule.

b. Counselors' and librarians' schedules are such that they may take their preparation time at their convenience rather than on a schedule.

C. **Additional Preparation Time**. Recess will be scheduled daily by administration. There will be a minimum of 50% of the grade level staff required to supervise recess. Elementary teachers will be required to meet one day per week with administration or as grade level teams when plan time exceeds 275 minutes per week.

D. **Secondary Teaching Load**. Under block scheduling, the normal weekly teaching load at the secondary level shall not exceed twenty (20) teaching periods, and each secondary teacher shall have five (5) unassigned preparation periods per week. Under traditional scheduling, the normal weekly teaching load at the secondary level shall not exceed thirty (30) teaching periods, and each secondary teacher shall have five (5) unassigned preparation periods per week. When mutually agreed to, a teacher may be assigned a teaching duty in lieu of a preparation period. Compensation shall be

1/6 of salary for Middle School
1/10 of salary for High School
1/20 of salary for High School shortened period (skinny)

E. **Definition of Preparation Time and/or Period**. The terms "*preparation time*" and/or "*period*" mean time that is set aside to be used by teachers to work on student-school related activities of their choosing. Said time is not appropriately spent on personal pursuits**.**

F. **Extra Teacher Load Compensation**. The following provisions shall apply to all situations requiring teaching (substituting) during a teacher's preparation period.

1. Any teacher in the elementary, middle, or high school may be asked to volunteer to substitute teach during their preparation period.

2. A teacher who substitute teaches during their preparation period shall be compensated $35 for each block preparation period lost.

3. Any teacher asked to AT ADMINISTRATIVE REQUEST provide coverage of an additional class to their own will be compensated 20 dollars for every teaching period defined as follows:
   a. Elementary = 0-55 minutes
   b. Middle and High school = 0-entire defined class period

G. **Faculty Meetings**. At the first faculty meeting of each school year the Building Principal, with input from the staff, shall schedule no more than two (2) faculty meetings per month for a total of two (2) hours per month. Other short unscheduled meetings may be called by the Principal when emergencies arise with notice to the building representative. All teachers are required to attend faculty meetings unless excused by their Building Principal. Teachers shall attend meetings of committees for which they volunteer, but committee meetings shall be limited to two (2) hours per month unless otherwise agreed by the committee members. Failure to attend a required faculty meeting will result in the staff member meeting with the Principal or their designee (grade/team/dept chair) to cover required content. Administration may deliver the content in other manners, such as via email, when appropriate.

H. **Parent/Student Conferences**. Teachers shall schedule time when necessary for consultation with parents. When necessary, appointments may be required after the scheduled teacher work day to accommodate a parent's availability.

I. **Miscellaneous Programs**. Teachers are encouraged to attend and participate in such other meetings and programs as called and/or designed by the Superintendent.

J. **Attendance Records**. Attendance records shall be kept accurately and up to date by all teachers. Elementary teachers shall take and record attendance at the beginning of the school day and immediately following the lunch recess period. Secondary teachers shall take and record attendance at the beginning of each hour, which shall be supplied to the office on an hourly basis. Hourly attendance shall be recorded in the office. Periodic checks as to the accuracy of daily attendance will be the responsibility of the classroom teacher.

K. **Teacher Communications with Parents and Other Authorities**. Each teacher is required to contact a student's parents when a student is excessively absent, as defined by the District attendance policy, and to immediately notify the building principal of any child the teacher suspects to have an infectious disease or any incident of suspected or known case of child abuse or neglect. Each teacher is required to make deficiency reports to parents when

appropriate at mid marking period. Each teacher is also encouraged to notify parents of their children's positive progress in class.

L. **Class Size**. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree the following class sizes are desirable:

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| Developmental Kindergarten: | Fifteen (15) pupils or less |
| Early Elementary (K - 5): | Twenty-five (25) pupils or less |
| Middle School (6 – 8): | Thirty (30) pupils or less |
| Senior High (9 - 12): | Academic class load of Thirty (30) |

In classes having split grades the ratios shall be as follows: K-3: Twenty-three (23) pupils; 4-6: Twenty-six (26) pupils

In classes having a specific number of stations, class enrollments will not exceed the number of available stations.

The foregoing need not apply to study halls or the music program.

The Board, in keeping with its commitment to the above desirable class sizes, will adhere to the following guidelines to achieve educationally sound and equitable class sizes:

1. Initially schedule, if possible, all classes so that class size is within the above class sizes, and wherever possible equalize the size of different classes of the same course or grade.

2. If it is not possible to stay within the above class sizes, no class should exceed the class sizes unless all other classes of the same course or grade have reached the above class sizes.

3. Whenever possible no teacher will have classes exceeding the above class sizes more than one semester in a row without mutual agreement of the teacher and the building administration.

4. There shall be a full time floating aide at the elementary level to be used for overloads of students in the regular and split classrooms. The placement of the aide shall be based on recommendations by the building committee and the principal. The recommendations shall be

submitted to the superintendent. There shall be one and one-half (1 1/2) hours per day of aide time per classroom overload.

5. A full time aide shall be assigned to the kindergarten level except when the aide is relieving the elementary secretary during two 15-minute break times. The aide's time shall be shared equitably among the kindergarten classes, including kindergarten lunchroom duty.

M. **Student Dismissal and Bus Supervision**. All teachers are responsible for the proper dismissal of their students at the end of the school day and assisting in school bus loading if deemed necessary by the Building Principal after consultation with the Association building representative.

N. **Building Facilities**. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teachers' use and at least one (1) room appropriately furnished which shall be primarily reserved for use as a faculty workroom and/or lounge. A vending machine for beverages may be installed by the Association with the approval of the administration.

O. **Safety Responsibilities**. Teachers are responsible for reporting unsafe objects or conditions to the Building Principal and whenever possible protecting students against injuries caused by the condition and/or correcting it without undue risk to the teacher; but the teacher shall not be held responsible for reported unsafe conditions which are not corrected by the next school day if reasonably possible.

P. **Teacher Responsibility for Materials** Teachers shall be responsible to exercise due care in the utilization of materials, equipment and facilities, which are under their control.

Q. **Student Responsibilities**. Teachers recognize that classes or groups of students subject to their control shall not be left unattended, except in case of an extreme emergency in which event the teacher will make every effort to have a non-student adult supervise those students if they must leave the room or group as a result of said emergency.

R. **Teacher Records/Lesson Plans**. Teachers shall prepare lesson plans, which shall be available for review in the classroom during the school day. Teachers shall make lesson plans available for substitutes before the start of the substitute's first class.

S. **Telephone**. A telephone shall be made available to teachers for their reasonable use. Toll calls outside the District must be approved by the Building Principal. Phones for private use are maintained, but not in lounges. Personal toll calls shall not be charged to the District.

T. **Professional Courtesy**. The parties endorse the concept of Professional Courtesy, which is defined as duties performed by a teacher during released or non-instructional time for another teacher who is indisposed by circumstances either by or beyond his/her control. In any case, Professional Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy. It shall be the responsibility of the teachers to notify the Building Principal at the time of the change.

U. **Duty During Emergencies**. In emergency situations teachers shall remain on duty as deemed necessary by the Building Principal. Such emergencies shall be defined as, but not limited to, severe weather warnings, student disturbances, or other situations or conditions, which may threaten the health or safety of students. When students are dismissed early under emergency situations, teachers shall be released from duty where there is a threat to their health or safety after it is determined that no students will be returning to the buildings.

V. **Supplies and Materials**. The Board recognizes that appropriate text, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. To facilitate the purchase of teaching materials, equipment and supplies to be used during the school year, the following procedure will be followed:

1. Every employee shall submit their supplies needed via district vendor to building admin/dept or grade level chair where applicable by June 1.

2. As soon as the materials, supplies, and budget are finalized, the Building Principal shall communicate to each teacher any changes in the previously planned purchases or need to rearrange priorities.

   The Board will attempt to purchase items in order of priority, but it is recognized that in conjunction with the above procedure, purchases shall be at the Board's discretion.

W. **Classroom Security**. All teachers will be provided means to secure the classrooms to which they are assigned. Teachers will follow the guidelines in emergencies as established through the emergency operations plan.

X. **School Improvement**. A school improvement committee, established as a result of Section 1277 of the Revised School Code, shall have no authority to modify this Agreement, unless mutually agreed.

Any school improvement committee participation beyond the established workday, and the exceptions to the established workday as provided in this Agreement, shall be voluntary.

Y. **Least Restrictive Environment**. Pursuant to the requirements of inclusion and to promote a proper learning environment for those students identified as emotionally impaired and learning disabled by an Individualized Educational Program Team (IEPT), an equitable distribution of such students shall be made within the building, grade and/or subject area which will accommodate the students schedule.

A regular classroom teacher shall not be required to perform routine, scheduled medical procedures to sustain the bodily functions of a medically fragile student. Upon enrollment of the child, a joint plan of action will be formulated to handle emergency situations.

For teachers providing instructional services to a qualifying student, the building principal and teacher will mutually determine what ongoing training, observation opportunities, and other support shall be provided to the teacher and/or assigned aid. They will be given all appropriate and necessary training and support (including, but not limited to CPI/deescalation) at no expense to the teacher.

The administration agrees to pursue providing for a substitute in the absence of the regularly assigned special education aide. Temporary assistance will be provided.

Aides for special needs students will be equally distributed throughout grade levels and subject areas where needed.

Teachers with IEP/504 students assigned to their classroom, will be notified and provided in writing the accommodations for the students before the first full week (5 school days) of the school year.

Z. **Mandates**. If a problem arises during the term of this Agreement because of new school code mandates, the parties shall, upon request of either party, bargain in good faith in an attempt to resolve the problem. This provision shall not be construed to require bargaining for subjects which are either permissive, prohibited, or illegal as a matter of law.

AA. **Traveling Teachers**. The Administration will endeavor to minimize the number of trips between buildings that the teacher will be required to make. A conference will be held with the traveling teacher before finalization of the schedule by the Building Principal. Sufficient time (10 minutes) outside of lunch and prep) will be allowed for the teacher to travel the distance. Traveling teachers shall be reimbursed mileage at the IRS rate. All reimbursement requests must be made during the current fiscal year. Reimbursement will be determined upon IRS qualifications, and most direct routes between buildings.

## ARTICLE 7 - TEACHER ASSIGNMENTS AND QUALIFICATIONS

A. **Teacher Assignments**. No new teacher shall be employed by the District for a regular full-time teaching position who does not meet the requirements specified under MCL School Code Act 451 of 1976 Section 380.1531. Temporarily shall be defined for purposes of this Article as not to exceed beyond the current school year.

B. **Notification of Teaching Assignments**. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified in writing and consulted by the Building Principal no later than the last day of each school year. In the event that subsequent changes in the schedule are necessary, as determined by the Administration and in accordance with this Agreement, all teachers affected will be notified in writing as soon as possible. Subsequent changes in a teacher's schedule will not be made unless an emergency situation, as determined by the Administration, requires a change in a teacher's schedule of assignments. Any employee that is assigned to a new classroom shall have assistance by the District to move classroom instructional materials.

C. **Notification of Pending Resignation**. Any teacher who anticipates and/or upon becoming aware of the fact that he/she will not be an employee of the District for all or part of the current or coming school year shall, in good faith, notify the Superintendent in writing as soon as reasonably possible.

D. **Student Teachers**. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) student teacher simultaneously. Only a tenure teacher who has taught in his/her subject area(s) for two (2) or more years will supervise a student teacher. No student teacher shall be used as a substitute for any teacher other than his/her supervisor teacher. Such a student teacher may act as a substitute teacher for the supervisor teacher only when said supervisor teacher is attending a workshop on student teaching conducted by the host college of the student teacher. The Board agrees that such supervisor teachers will be in no way responsible for conduct, accidents or other occurrences during the time the supervisor teacher is attending such workshops.

E. **Mentor Teachers**. Each new teacher shall be assigned a Mentor Teacher during the new teacher's first three (3) years in the classroom as required by Section 1526 of the Revised School Code, MCL 380.1526.

1. The Mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

2. If an employee is assigned as a Mentor Teacher, the teacher shall be called a mentor and the following shall apply:

    a. Mentor Teachers shall be tenured teachers.

    b. Participation as a Mentor Teacher shall be voluntary.

    c. The Association shall be promptly notified of all Mentor Teacher assignments.

    d. Whenever practical, Mentor Teachers shall work in the same building and shall have the same certification as the new teacher.

    e. Mentor Teachers shall not participate in the evaluation of a new teacher.

    f. Mentor Teachers may be required to attend the monthly New Teacher Academy meetings.

3. Professional courtesy will be extended whenever possible so that the Mentor and new teacher can have release time for observations and demonstrated teaching.

4. The mentor teacher will be required to assist the mentee in submitting a mid-year and end of year meeting log to their building administration. Mentor teachers will receive a $200 stipend at the conclusion of the fiscal year.

F. **Split Classrooms.** Split classrooms shall consist of no more than two (2) adjacent grade levels.

G. **Job Sharing.**

1. **Definition**. "Job Sharing" shall be defined as two (2) teachers voluntarily assuming one (1) full time teaching position.

2. **Written Application**. Teachers interested in a job sharing situation must present a written application to the Superintendent, Building Principal and Association President before March 1 of the school year. The plan submitted should include a description of:

   A. Teachers involved
   B. Grade level or subject area to be shared
   C. Brief description of how responsibilities would be shared

   The written application will not be subject to the grievance procedure.

3. **Notification**. Before any staffing into a job sharing position, the Association and the District must agree, in writing, to the terms and conditions of the assignment.

4. If the superintendent approves the application and agrees to the terms and conditions of the assignment, a recommendation will be made to the board for approval. The agreement shall also permit the Board or its designee to terminate the shared assignment if such requirements are not met.

5. Teachers in a shared job shall attempt whenever possible to reciprocate substituting. Teachers substituting in the shared job shall be paid the District's regular substitute pay.

## ARTICLE 8 - EXTRA DUTY ASSIGNMENTS

A. Any assignment in addition to the normal teaching schedule during the regular school year shall not be obligatory, except band, choir and drama (if a class), but shall be with the consent of the teacher.

1. Preference in making such assignments shall generally be given to teachers regularly employed in the District. The final appointment will be made in the best interest of the students.

2. Applicants for Schedule B positions must meet minimum requirements as developed by the District

3. If there is more than one teacher applicant for a Schedule B position, the teacher whom the Superintendent or their designee deems is best qualified in the activity will be awarded the position after considering the teacher's previous experience in the activity and professional background.

4. If the Board is unable to fill the position with someone from the outside, the Board may assign the position to a teacher.

5. No teacher shall be required to accept more than one (1) such position per school year.

6. Advance notice of any such assignment shall be given as soon as practical but at least fifteen (15) days before the assignment begins except for emergencies and those assignments that begin before the opening of school, or during the first week of school.

It is agreed that co-curricular and extra-curricular positions are non-tenure in nature.

B. **Returning Staff**

1. All persons holding Schedule B positions shall be contacted, by the Athletic Director or Principal, no later than June 30, for fall and winter

activities, and October 30, for spring activities, and shall, at that time, indicate their intent to continue in said position.

2. All vacancies shall be posted as soon as reasonably possible.

3. Attempts will be made to fill all positions no later than two (2) weeks before the start of the activity.

C. **Experience Credit for Extra Duty (Schedule B)**. Supplemental pay for Schedule B activities: shall be based upon the appropriate salary step of Schedule B. For the purpose of step placement on Schedule B, the following will apply:

1. Teachers will be given credit for each year's experience in a particular activity which they are to perform on the extra duty schedule B which is comparable to the previous position (i.e. same sport or activity) they performed at their prior place of employment. However, step placement will be no higher than Step 7 and there shall be no retroactive payment for past years services.

2. When changing positions within a particular activity which is comparable to the previous position (i.e. same sport or activity), step placement will be maintained within and between classes, except that if the change would result in movement to a higher paying class, step placement will be no higher than Step 7.

3. A teacher who is currently holding a position covered by Schedule B will be placed on said pay schedule in accordance with the above provision effective with this Agreement.

4. If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Schedule B.

The inclusion of any activity above does not establish a position but only indicates the rate of pay for such a position if it is established for that year by the Board of Education. Determining whether a position is active or inactive is within the sole discretion of the Superintendent/Athletic Director.

All increases to Schedule B, will be consistent with negotiated increases to Schedule A.

D. **Evaluation of Coaches**. Coaches shall be evaluated in writing by the Athletic Director, Superintendent, or other administrator at the conclusion of the coaching season or school year, whichever is earlier. The coach may submit in writing any response desired which shall be attached to the evaluation.

## ARTICLE 9 - CALENDAR

A. **School Calendar**. The school calendar will be released as soon as available, when the county calendar has been agreed upon by the county and Jackson ISD. For the duration of the contract, bargaining unit employees shall work 184 days. School calendars shall have at least the minimal number of student days and hours to receive full state school aid.

1. **Open House/Parent Teacher Conferences**

a. Teacher requirements for mandatory school duties outside of the regular school day shall be limited in number to three (3) events per school year up to a total of seven hours, as determined by building administrators.

b. The district will provide release time through predetermined late arrivals or scheduled half days to compensate for mandatory school duties outside of the regular school day. Teachers will be released at the same time as students for the day before Winter Break and the last day of school.

c. Staff shared between buildings will be notified in writing of their mandatory function, outside of the school day, on or before the first scheduled teacher work day.

B. **Establishing School Calendar**. Before the adoption of the school calendar by the Board for the ensuing school year(s),the Superintendent and representatives of the GLEA, shall meet to develop a mutually acceptable calendar. Such a meeting shall occur one week prior to the adoption by the Board of Education.

C. **Completing Full School Year**. If the school year does not begin as designated according to the calendar, or if students and/or teachers are not in attendance on regularly scheduled school days during the designated school year, all such student attendance school days and teacher work days, except for attendance days lost resulting from an Act of God, shall be made up through an extension or alteration of the school calendar as mutually agreed upon

between the Association and the Superintendent. If the parties are unable to mutually agree on how the day(s) will be made up, said days shall be added to the end of the school year.

D. **Act of God Days**. Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.

1. When school is officially called off for students due to inclement weather or other Acts of God or when schools are dismissed due to same, schools will be closed and teachers shall not be required to be on duty.

2. When Act of God days are made up, pursuant to the State School Aid Act, bargaining unit employees shall be required to report to work. Neither the closure of schools due to Act of God days, nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member. The make-up of Act of God days shall be only as is required by state law.

3. Should it be necessary to make up days, such days will be added to the end of the negotiated calendar. The first make-up day, of any required, will take place on the last scheduled teacher workday. Teachers will be expected to complete normal year-end work duties. The parties may mutually agree to make up days at times other than the last scheduled teacher workday.

4. A bargaining unit employee who takes a sick or personal business day that falls on an "Act of God" day, will not be charged for that day(s) of leave. Any employee on an extended leave of five (5) or more continuous days will not be eligible for this benefit.

## ARTICLE 10 - VACANCIES, PROMOTIONS AND TRANSFERS

A. **Teacher Request for Reassignment**. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to change his/her teaching assignment shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The application shall be made annually before April 1. If a teacher is denied a transfer for which he/she has applied, the

teacher shall be entitled to a conference with the Superintendent, who shall give the reasons for the denial.

B. **Definition, Temporary Vacancies, and Posting**

1 **Definitions**. A position is defined as a designated assignment of grade level and/or subject areas to be taught. A vacancy is defined as a position which is unoccupied.

2. **Temporary Vacancies**. When a vacancy in any professional position occurs during the school year, and the Board determines that the position is to be continued for the ensuing school year, the position may be filled on a temporary basis until the end of the current school year and, if filled temporarily, then the position may be considered a vacancy for the ensuing year.

C. **Transfers and Assignments**. The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary schools, and/or transfers between schools will be necessary from time to time. The parties agree, subject to the previous sentence, to consult and cooperate with each other where transfers and/or assignments for the improvement of the instructional program are necessary.

## ARTICLE 11 - LEAVES OF ABSENCE

A. **Paid Leaves**

1. **Sick Leave** All teachers upon reporting for duty at the start of the school year shall be granted a total of nine (9) days per school year. Personal days may not be taken for more than 3 consecutive, scheduled work days in a row. These days may not be used in conjunction with a holiday or professional learning day.

**Any unused Personal Business days will be carried over as sick days.** A teacher shall be allowed to accumulate up to a maximum of one hundred seventy (170) sick days. If the teacher has more than one hundred and seventy (170) days accumulated at the beginning of the school year, they shall be granted nine(9) sick days at the beginning of the year. However, the teacher may not carry over more than one hundred and seventy (170) sick days from one year to the next.

2. **Sick Leave Use**. Accumulated sick leave may be used by a teacher for the following purposes:

(a) Personal illness and physical or mental disability including childbirth and complications of pregnancy.

(b) Critical illness in the teacher's immediate family for which the teacher's presence is required.

1) A maximum of fifteen (15) days per school year may be used for this purpose.

2) Immediate family for the purpose of this provision shall be defined as: current spouse, partner, children, step children, parents, parents-in-law, brothers, sisters, grandchildren, grandparents and qualified dependents.

3) Additional days may be granted at the Superintendent's discretion.

4) Personal business days may be used for family illness.

5) Employees are expected to attend all scheduled Professional Learning or Professional Development. Sick leave may only be used on a scheduled PD/PL day if the employee is ill or otherwise unable to perform their duties due to a qualifying reason. A scheduled doctor's appointment or at the Superintendent's discretion is an acceptable usage of time. The intent of this is to facilitate communication between staff and administration and ensure, when applicable, that staff are attending required professional learning.

(c) **Death in the Immediate Family**. Any teacher may use up to a maximum of five (5) days to attend the funeral and for bereavement at the time of death for a death in the immediate family. Only two of the five days shall be charged against the teacher's accumulated sick leave. Immediate family for the purpose of this provision shall be defined as spouse, partner, child, parent, parent-in-law, brother-in-law, sister-in-law, brother, sister, grandchild, grandparent, step family, partner or a member of the teacher's household. In addition, one (1) day each year charged

against the teacher's accumulated sick leave may be used to attend the funeral of a close friend or relative not in the immediate family.

(d) **Medical/Dental Appointments**. Full or half days may be used for medical or dental appointments not of a routine nature which cannot be scheduled outside of school hours. When using a half day of sick leave, the employee will indicate if the leave is for the AM or PM portion of the work day.

Teachers who choose to take a ½ day of sick leave or personal day in the PM segment on a student half day during the PM will be charged ½ sick or personal leave.

3. **Sick Leave Eligibility Requirements**. To be eligible to use accumulated sick leave credits, the following conditions shall apply:

(a) Sick leave with pay for each school year will be granted after the teacher has worked one (1) day of the new school year. Teachers hired for a specific period of time which is other than a full school year shall be credited with a prorated amount of sick leave in which the teacher is paid at least one-half (1/2) of the scheduled work days.

(b) Teachers shall inform the District through the current substitute request system or call their supervisor directly for a morning absence no later than 90 minutes prior to the start of the student day in their assigned building.

(c) Notification of leave for funeral or death of a person is expected as soon as practicable to the Superintendent or Building Principal.

(d) After three (3) consecutive absences, a physician's statement may be required, upon request of the Superintendent or central office, to certify that it was necessary for the teacher to be absent and/or that the teacher may return to work without limitation or restriction.

(e) Any time the administration has good and sufficient reason to suspect a teacher is abusing sick leave, said teacher will be so notified in writing and informed that any time thereafter said teacher may be required to substantiate any further sick leave

absence with a certificate from a medical doctor if further abuse is suspected. If there is no cause to suspect abuse of sick leave within ninety (90) days of the above notification, no doctor statement will be necessary until such time as further abuse is suspected and notice is again given as provided above.

(f) In an emergency situation with notification of the building administrator a teacher, who has been on duty for a period of two (2) hours or more in either morning or afternoon session of the school day and must leave during the session, shall not be charged for any sick leave for the half day that this occurred. This provision shall apply to all other leaves.

(g) Upon the recommendation of the Superintendent, the Board may, at its own expense, require a teacher to submit to a physical or mental examination by an approved specialist to determine the employee's fitness for duty. Sick leave time shall not be charged to the employee for attending this examination.

(h) The Board shall furnish each teacher with a written statement by the second pay period of each school year setting forth the total sick leave credit accumulated.

4. **Sick Leave Pay-Off**. The Board will provide the following annual incentives for teachers that use little or no sick time beyond that for which they are obligated by (5) below.

0 days used = One (1) day's pay (teacher's salary divided by teacher work days)

This incentive pay will not affect the accumulation of personal sick time of up to one hundred seventy (170) days.

Upon retirement or death, after ten (10) years of continuous service with the School District, the School District agrees to pay for unused accumulated sick leave, up to one hundred seventy (170) days, on the following schedule:

Ten (10) to Nineteen (19) years of service to Grass Lake Community School District: Thirty-five ($35.00) per day

Twenty (20) to Twenty-nine (29) years of service to Grass Lake Community School District: Fifty ($50.00) per day.

Thirty (30) and over in years of service to Grass Lake Community School District: Sixty-five ($65.00) per day.

5. **Jury Duty/Court Appearance**. A teacher called for jury duty or subpoenaed to give testimony before any judicial body shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligations. The Board will not be liable for this provision in any legal matter where the employee is testifying against the School Board, when the employee has been subpoenaed as a witness, or in situations where the teacher is found to be guilty of gross negligence or criminal act. Teachers released from judicial proceedings, during the school day, must report for duty immediately upon being released by the court in order to receive jury duty/court appearance pay, provided at least two (2) hours remain in the normal school day or a meeting has been scheduled which the teacher would normally attend. Any subpoena for personal issues not related to district employment outside of civic duty, will be counted as personal time.

6. **Attendance of Educational Conferences**. Teachers may be granted a leave of absence with pay with prior administration approval for visitation to other schools or attending meetings or conferences of an educational nature. Conference expenses including mileage will be paid according to Board Policy. Estimates of total cost of conference expenses shall be included in conference requests. Upon return from the conference an itemized expense list with expense receipts attached shall be presented for reimbursement. The teacher shall also submit a written report to the Superintendent and upon the request of the Board give a brief oral report to the Board of what was learned at the conference and how it would benefit the District. The Board agrees to place such oral reports as the first item on the agenda after approval of the minutes.

7. **Worker's Compensation**. Leave allowances for employees injured while working for the District and thus becoming eligible for Worker's Compensation benefits shall be as follows:

(a) Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.

(b) If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate.

8. **Personal Business**. Teachers may use up to (4) days per school year for personal business which cannot reasonably be conducted other than during normal school hours. Written notification for use of personal business days shall be given to the Superintendent at least seventy-two (72) hours in advance, except in emergencies wherein notification shall be submitted as soon as reasonably possible.

(a) These days shall not be used on the workday preceding or following a vacation or holiday, or the first and last day of school without the Superintendent's approval.

(b) Unused personal business days shall accrue as sick leave.

(c) The total number of sick days and personal days granted shall not exceed thirteen (13) days per school year.

(d) If a teacher is on a personal business day and school is cancelled, the day will not be deducted from the teacher's personal business days.

E) Personal days may not be taken for more than 3 scheduled, consecutive work days in a row unless approved by the superintendent.

9. **Association Business Leave**. At the beginning of each school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association for the purpose of attending local, state, or national conventions and/or educational conferences of the JCEA, MEA, or NEA, or for any other Association business purpose except for picketing against any school district. The Association agrees:

(a) To notify the Board at least five (5) school days in advance of taking such leave;

(b) To pay for the cost of the substitute;

(c) To limit said leave to two (2) persons on a given day;

(d) To take the leave for at least one-half (1/2) the school day.

(e) No one teacher may use more than three (3) of such days at any one time or for a total of more than five (5) days during any school year, except the president of the local Association may use up to and including seven (7) of the ten (10) days.

(f) If a teacher is on an approved business day and school is cancelled, the day will not be deducted from Association days.

10. **President of JCEA Leave**. If a teacher is elected President of the JCEA, said employee shall be granted regular released time for a full school year, provided (1) thirty (30) days advance notice is given before the start of said leave, (2) the JCEA reimburses the Board for that portion of said employee's salary and fringe benefits equal to the amount of released classroom time, and (3) the JCEA reimburses the District for any unemployment compensation that may have to be paid by the District as a result of hiring a substitute teacher for said purpose.

B. **Unpaid Leaves**.

1. **Conditions**. Unless otherwise indicated, all leaves are subject to the prior approval of the Board and the following conditions shall apply:

(a) The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act (FMLA). All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. Paid sick days shall count toward leave under the FMLA as permitted under board policy, if the paid sick leave is greater than three (3) consecutive days for a single illness. The district shall count these days towards the twelve (12) week total in a twelve (12)

month period. FMLA does not restrict an employee from being on a paid leave greater than twelve (12) weeks.

(b) Requests for leaves shall be in writing. The initial request shall be submitted to the Building Principal. The request shall be signed by the Principal and submitted to the Superintendent. The Superintendent or a designee may request a meeting with the employee for further clarification of the unpaid leave request. A representative of the bargaining unit may accompany the employee. A teacher can not request to use unpaid time unless they have exhausted their sick and personal days. This request will be capped at 2 days total for the year, unless medical documentation can be provided that the absences are medically and unavoidably necessary.

(c) All leaves shall be limited to one (1) year or less. The board may, in its discretion, grant an extension of a leave of absence.

(d) Salary increments shall not accrue while on leave.

(e) Sick leave days shall not accrue while on leave but unused leave days held at the start of the leave shall be reinstated.

(f) Subject to the requirements of the federal Family and Medical Leave Act, all fringe benefits paid by the Board will cease at the commencement of the unpaid leave, but the teacher may, at his/her option, continue such benefits for two years at his/her own expense subject to all conditions required by the insurance carrier. A teacher who fails to return on his/her own volition shall reimburse the district insurance premiums paid while on FMLA.

(g) A teacher wishing to return to the District after an extended leave of absence scheduled to end at the end of the school year, must request in writing to the Superintendent or designee, not later than March 20th prior to the termination of his/her leave. Failure to comply with the provision shall be considered as a resignation. The Superintendent or designee will attempt to contact all teachers on such leaves of absence, by certified mail, on or before March 1st and inform them of the above requirements.

(h) Teachers who have been granted Alternative Career Leaves shall notify the Board, no later than March 31, in the year they wish to return, of their intent to return for the following school year. Failure to return shall be deemed conclusive evidence of resignation. The teacher may apply to return to a vacant position.

(i) A teacher may return from a leave of absence at the beginning of any semester (for Medical Leave see Article10, B-3). The teacher shall return to his/her previously held position. When it is not possible to return the teacher to the previously held position, he/she will be returned to a substantially equivalent position or if no vacancies, a position held by a less senior teacher within certification and qualification. In such case, the layoff notices shall be waived.

2. **Child Care**. A leave of absence shall be granted to any teacher who is the parent or legal guardian of a child for the purpose of child care. Said leave shall commence upon request of the teacher after giving thirty (30) days advance written notice to the Superintendent. It is further provided that:

(a) In the event of death of the child on leave, the leave may be terminated upon request of the teacher if any of the following apply: a vacancy exists for which the teacher on leave is certified and highly qualified. When the leave period ends, the teacher will be returned to his or her previously held position.

(b) The leave may be extended for a period of up to two (2) school years at the written request of the teacher.

3. **Medical Leave**. The teacher shall provide the Board with a statement from the teacher's doctor as to his/her physical health and well being and the advisability of his/her continuing work.

(a) Any teacher, whose personal illness or disability extends beyond his/her accumulated sick leave, shall be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability for a period of up to one (1) calendar year. It is understood and agreed that the application for said leave must be made at least five (5) days before it is to become effective and that the length of time is specified. If further time is necessary, it may be granted by the Board, provided the

conditions of the original application have been met. The probationary period of non-tenured teachers may be extended by a number of days not to exceed the number of days of said leave.

(b) Unpaid medical leaves of absence of up to sixty (60) teacher workdays shall not serve to interrupt continuous service. Unpaid medical leaves of absence longer than sixty (60) teacher work days will be deducted from continuous service beginning with the sixty-first (61st) work day.

(c) Leave for maternity related disability shall be treated the same as any other medical disability.

4. **Uniformed Services Leave**. A Uniformed Services leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the uniformed services of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

5. **Other Leaves**. Other leaves of absence may be granted by the Board upon written request (see Article 11, Section B, 1).

## ARTICLE 12 - PROFESSIONAL COMPENSATION

A. **Schedule A and B**. The basic salaries of teachers and extra duty compensation covered by this Agreement are set forth in Schedules A and B and requirements listed below which are attached to and incorporated in this Agreement. In addition, the Board agrees to participate in the Michigan School Employees Non-Contributory Retirement Program.

For each year of the contract, percentages below will be added to Schedule A / B. Those employees that are eligible will receive one step for each year of the contract.

| | | |
|---|---|---|
| 2026-2027 | 2.25% (1% off scale) | (3.25% total) |
| 2027-2028 | 2% (1% off scale) | (3% total) |
| 2028-2029 | 2% (1% off scale) | (3% total) |

All salary increases will take effect on the first teacher work day of the respective school year.

B. **Salary Payments**. Teachers will be paid in twenty-one (21) or twenty-six (26) pays. If the teacher elects to be paid in twenty-six (26) paychecks, the checks for the summer months will be paid on the regular two (2) week plan.

C. **Paychecks**. Payroll checks will be issued bi-weekly on Fridays to teachers except as elsewhere provided.

D. **Pay Periods**. Annual contractual salaries will be divided by either twenty-one (21) or twenty-six (26) to determine the gross bi-weekly amount, except for part-time teachers. This will be paid to the employee, less the withholding tax, and any other lawfully required or permitted deductions selected by the employees. If a teacher does not file a written election to be paid on a twenty-one (21) pay basis at least ten (10) days before the first pay day, or within ten (10) days after the execution of this Agreement, whichever is later, he/she will be paid on a twenty-six (26) pay basis. An election, once made, may not be changed before the next school year except in case of retirement or job termination.

E. **Paychecks -** Schedule B Pay for supplemental activities may be added to the teacher's first check after the start of the activity and spread equally over the remaining pay periods for that activity or the teacher may elect a lump sum payment at the end of the activity. Teachers receiving pay over twenty six (26) pays, may also elect to have pay for supplemental activities spread over remaining pays in the school year. The options for payment must be selected at the start of the school year.

F. **Paychecks - Holiday/Vacations**. Paychecks will be mailed to teachers on the Wednesday before the pay date. Except in emergency situations beyond the control of the business office, when paychecks cannot be issued as outlined above, paychecks shall be provided to teachers no later than the regularly scheduled pay date.

G. **Insurance**. The District and bargaining unit employees will participate in the Jackson County Health Consortium for the duration of this Agreement. The employee will have the current options for health care offered by the Consortium, if the employee meets the contractual requirements as a full-time

employee. PAK B will be provided for those full-time employees who do not select health care. The employee shall be responsible for the deductible and any costs beyond the employer's contribution for the health plan. If the statutory caps for insurance change, the employer contribution shall reflect the amount of the statutory changes.

**The current year's plan will be listed in the Appendix.**

The district and the employees of the GLCS will participate in the Jackson County Health Consortium. The district and members may exit the consortium by mutual agreement. The member has the options for Health Care (as presented from the Health Care Consortium). If they meet the contractual requirements as a full time employee. The employee shall be responsible for the deductible and any costs beyond the employer's contribution for the health plan.

Reimbursement for medical deductibles up to $500.00; plus $750.00 annuity, or stipend.– If nine (9) employees opts for cash in lieu, the Plan B annuity or stipend will be three thousand dollars ($3,000)

H. **Horizontal Advancement on Salary Schedule**. The following definitions and conditions shall apply to horizontal advancement on the salary schedule:

1. **B.A. Schedule** shall apply to all teachers possessing a Bachelor's Degree from an accredited college or university and holding a provisional or permanent certificate.

2. **M.A./B.A. + 30 Schedule** shall apply to all teachers possessing a Master's Degree or at least thirty (30) semester hours beyond a Bachelor's Degree from an accredited college or university in education and holding a provisional or permanent certificate.

3. **B.A.45/M.A.15 Schedule** shall apply to all teachers possessing at least forty-five (45) semester hours beyond a Bachelor's Degree in education, or fifteen (15) semester hours beyond a Master's Degree from an accredited college or university and holding a provisional or permanent certificate.

4. **Specialist/B.A. 60/M.A. 30 Schedule** shall apply to all teachers possessing a Specialist Degree or at least sixty (60) semester hours beyond a Bachelor's Degree in education, or thirty (30) semester hours beyond a Master's Degree from an accredited college or university and holding a provisional or permanent certificate.

5. All credits must be submitted to the Superintendent on an official transcript of credits from an accredited institution of higher learning. All courses must be preapproved in writing by the Superintendent in advance of enrollment in the courses. Failure to do so will result in the courses being deemed ineligible.

6. To be approved credits must be directly related to:

   (a) a program of study approved by an accredited college or university. The determination is made at the discretion of the superintendent.

   (b) the teacher's major or minor field of study within the BA/BS degree relating to teaching, or

   (c) the teaching assignments within the District.

7. Credits shall be earned and approved based on the above criteria. If course work is completed before the termination of the first nine (9) weeks of the school year horizontal advancement on the salary schedule will be allowed for the full school year. If course work is completed after the first nine (9) weeks but by the end of January, horizontal advancement will be granted as of the second semester.

8. Approval shall not be revoked for courses previously approved.

   It is understood that in order to advance horizontally along the salary schedule after initial placement, credits will be earned in education or fields related to the assignment of the individual teachers.

I. **Compensation in Excess of Teacher Work Year**. Teachers covered by this Agreement who work in excess of the number of teacher work days for the school year shall be paid for each day they work in excess thereof at a rate proportional to their regular salary.

J. **Compensation for Teachers who are Required to Move Their Classrooms.** Teachers who are required by the Superintendent to move their classroom shall receive compensation for personal time spent in the process. The compensation will be one hundred fifty dollars ($150.00). Teachers will report time spent on a time sheet and notify their Building Principal in advance of the time they intend to spend moving their classroom.

K. **Longevity**. A Longevity Schedule shall be available to teachers as follows:

Teachers who have completed twelve (12) to fifteen (15) years of actual service in the Grass Lake Schools shall receive one thousand five hundred dollars ($1,500.00) each year.

Teachers who have completed sixteen (16) to nineteen (19) years of actual service shall receive two thousand dollars ($2,000) each year.

Teachers who have completed twenty (20) or more years of actual service shall receive two thousand five hundred dollars ($2,500.00) each year.

The longevity payment shall be added to the regular scheduled salary amount and divided equally per pay period.

## ARTICLE 13 - GRIEVANCE PROCEDURE

A. **Definitions**.

1. A grievant shall invoke the formal grievance procedure on the form set forth in Schedule C which is incorporated into, and made a part of this Agreement.

2. The "*aggrieved party*" is the person(s) or the Association instituting the action.

3. A "*grievance*" is an action instituted on the belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

4. The "*teacher*" includes any individual or group who is an employee in the bargaining unit covered by this Agreement.

5. A "*party of interest*" is the person, or persons, who might be required to take action, or against whom action might be taken, in order to resolve the problem.

6. The term "*days*" shall mean teacher workdays during the school year and weekdays Monday through Friday during the summer recess.

B. **Purpose**.

The primary purpose of this procedure is to secure, at the lowest level possible, solutions to the problems of the parties.

C. **Structure**.

1. There shall be one (1), or more, Association Representative(s) (building representative(s)) for each school building to be selected in a manner determined by the Association.

2. The Association shall establish a Grievance Committee. All meetings and decisions concerning any grievance shall be arranged through this committee. If any Association Representative, or any member of the Grievance Committee, is a party to any grievance, he/she shall disqualify himself and a substitute shall be named by the Association.

3. The Building Principal shall be the administrative representative when the particular grievance arises in that building.

4. The Superintendent, or his/her delegate, shall be the administrative representative when the grievance arises in more than one school building.

D. **Procedure**.

1. Before entering into the following prescribed grievance procedure, an effort must have been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual written consent.

2. If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution before the end of the school year.

## Level One - Immediate Supervisor

A teacher or the Association with a grievance shall submit it, in writing, to his/her immediate supervisor or Principal; individually, together with the Association Representative, or through the Association Representative within fifteen (15) days of the occurrence of the event upon which the grievance is based, or within fifteen (15) days after the grievant has knowledge or should have had knowledge of the event upon which the grievance is based. A decision shall be rendered, in writing, within ten (10) days after presentation of the grievance. If the grievance involves more than one (1) building, the grievance may be filed with the Superintendent (Level Two).

## Level Two - Superintendent

1. If the aggrieved party is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a request to appeal with the Association Grievance Committee within two (2) days.

2. Within four (4) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is a basis for appeal. If the Committee decides there is a legitimate grievance, it shall immediately process the claim by filing the appeal with the Superintendent, within two (2) days of its decision

3. The decision of the Superintendent shall be made within ten (10) days from receipt of the appeal.

## Level Three – State Mediator

The Board and the Association may mutually agree in writing to submit the grievance to a State Mediator within ten (10) days of the completion of Level Two. If the grievance is not resolved within twenty (20) days, the grievance may revert to Level Four.

## Level Four - Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Level Two or Level Three, or if no decision has been rendered within ten (10) days from receipt of the appeal by the Superintendent, the Association may refer the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association, whose rules and

procedures shall govern the arbitration selection process. The Board and the Association shall not assert in such hearing any ground or rely on any documentary evidence not previously disclosed to the other party. The arbitrator shall render a decision based upon the interpretation of this Agreement and shall have no authority or power to alter, modify, add to subtract from or ignore any of the terms of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board has discretion to exercise. Specifically, the arbitrator shall have no authority or power to render a decision in cases which involve:

(a) the termination of any probationary teacher;

(b) the termination of any teacher from extra duty assignments;

(c) the content of any teacher evaluation;

(d) the discharge or demotion of a teacher or any other matter within the jurisdiction of the Tenure Commission or any other administrative agency created by federal or state law to render an enforceable decision.

2. The fees and expenses of the arbitration shall be assessed to the parties as follows:

(a) If the grievance is sustained and the remedy sought by the Association is awarded in full the Board shall pay the fees and expenses of the arbitrator in full.

(b) If the grievance is denied in full the Association shall pay the fees and expenses of the arbitrator in full.

(c) If the grievance is neither sustained in full nor denied in full the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

(d) Regardless of which party prevails, the Association and Board remain responsible for payment of their respective costs for witnesses, legal counsel, and related activities.

E. **Right of Representation**. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by the Association.

F. **Miscellaneous**.

1. A grievance may be withdrawn at any level without record or prejudice of interpretation of the Agreement in the future.

2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing and processing grievances shall be as presented on Schedule C. The office of the Superintendent shall prepare copies of the Grievance Report Form, submitting these to the Association President for his/her use.

5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

6. Any grievance not appealed from a decision at any level of this procedure within the time lines specified shall be considered settled. No further appeal shall be made.

7. When a teacher is participating at any level of the grievance procedure with any representative of the Board, the teacher shall be released from assigned duties without loss of salary.

## ARTICLE 14 - ACCOUNTIBILITY

The Board and the Association recognize that the ability of students to progress and mature academically is a combined result of school, home, economic, and social environment, and that teachers alone cannot be held accountable for all aspects of the academic achievement of the students in the classroom. Teachers shall be held accountable for providing the opportunity for academic achievement of the students in the classroom.

## ARTICLE 15 - Seniority & Vacancies/Transfers & Layoff/Recall

A. PLACEMENT: Teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit on the regular school calendar from their most recent date of hire. A substitute teacher, continuously employed in a long-term teaching position, who is hired as a probationary teacher in the same position and once they have earned their certification will have their seniority date revert to their first day of substituting in that position being continuously employed.

B. LIST: A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each Teacher shall be a listing of the Teacher's certification and endorsements. Corrections shall be brought to the attention of the administration by November 1 and after mutual agreement with the Association President or designee, the list shall be final. An updated list may be requested at any time.

C. TIE BREAKER: If there is a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and proceeding in a similar manner until all persons with the tie are assigned a seniority position.

D. LOSS OF SENIORITY: All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen if the teacher transfers to a non-bargaining unit position in the District for two (2) years or less. If they return to the bargaining unit within the two years, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.

E. LEAVES OF ABSENCE: If a teacher is on unpaid leave of one year or more, their seniority date shall be changed by the amount of time of the unpaid leave. The seniority date is not affected if they are on qualified military duty leave or for any duration of layoff.

## VACANCIES AND TRANSFERS

A. **VACANCY**: A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer and the Board determines to fill it. Newly created bargaining unit positions and any leave of absence by a Teacher for the entire school year shall also be considered vacancies if the Board determines to fill them. Any vacancy that occurs after the beginning of the school year shall be considered temporary and may be filled temporarily for that school year only.

B. **NOTIFICATION**: When any bargaining unit vacancies occur, the Board shall inform the Association in person or by phone, provide electronic notice to employees, and post the vacancy on the district website.

C. **TIMELINE AND CONSIDERATIONS**: Vacancies shall be posted for five (5) calendar days before being filled unless the superintendent and the Association President mutually agree to a necessary shorter posting period due to unique challenges with a certain position.

D. **FILLING A VACANCY:** Any teacher may apply for specific posted positions by submitting a written request to the Superintendent by the end date listed on the specific posting. The Board agrees to consider certification, distinguishing factors of qualification as defined and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (preferably in person, minimally a phone call) to discuss the basis for the non-selection.

E. **TRANSFERS**: Teachers may be involuntarily transferred due to scheduling needs and other reasons that are not arbitrary or capricious. The District will notify the teacher and Association in person or by phone and provide rationale. Those teachers holding appropriate certification and qualifications will be given consideration.

## LAYOFF AND RECALL

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this article shall be used in any reduction of staff, laying off and recalling teachers.

A. The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher shall be transferred into a vacant position within their area of certification prior to any teacher being laid off.

B. Certification shall be defined as holding the required certificates, endorsements, and licenses required by law to serve in the position assigned.

C. LAYOFF: If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority/service time provided all other factors distinguishing those teachers from each other are equal as stated in section D below. If seniority/service time is the determining factor in a layoff, preference will be given to teachers with more service time to the District.

D. Distinguishing factors of qualification shall be defined as follows:

   a. Holding appropriate certification for the position.
   b. The two most recent year-end evaluation ratings.
   c. Severity of the teacher's disciplinary record including verified abuse of sick or personal leave.
   d. Relevant special training (in accordance with MCL 380.1248).

E. **NOTIFICATION:**

   a. The Association will be notified of a contemplated reduction in personnel at least ten (10) calendar days prior to layoff notices being given to teachers and the potential staff affected and rationale shall be shared with the Association at that time.

b. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.

F. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.

G. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.

H. **RECALL:** Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective on either of their two most recent year-end evaluations. If they received a rating of developing or needing support on either evaluation, they have a right to recall for one (1) year. They will be recalled in each area of certification in seniority order (highest senior/service time teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section D above.

I. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall. If the teacher needs additional time to report to work, the teacher must contact the Superintendent to work out the start date at the discretion of the Superintendent.

J. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

## ARTICLE 16 - STUDENT DISCIPLINE/TEACHER PROTECTION/DISCIPLINE

A. **Student Discipline**. The Board and the teachers recognize their mutual obligation for maintaining proper control and discipline in the classroom and other school related activities. In taking disciplinary actions, teachers shall use reasonable and just methods in accordance with the District's established disciplinary process. The Board shall provide support and assistance to teachers for the maintenance of control and discipline in accordance with the District's policies.

1. Rules and regulations shall be distributed to teachers, parents, and students at the commencement of each year.

2. Whenever it appears to the classroom teacher that a student and/or students require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation will be submitted in writing to the Administration and such action as the Administration deems appropriate will be taken. The Principal will communicate with the teacher concerning disposition of such cases.

3. A teacher may exclude a student from class temporarily when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect on the rest of the class makes the continued presence of the student in the classroom intolerable, in which event the teacher must escort the student to the Principal's office and turn the student over to the Principal or the Principal's designee. In the event the Principal or his designee is not readily available, the teacher may place the student under the control of another teacher for security purposes until the Principal or his designee arrives. It is understood that removing a student from class is a last resort measure and students on the secondary level will

not be returned to that particular class the same day, thus allowing the teacher to fully communicate with the Principal and minimizing the disruption to the rest of the students. The Building Principal shall take action based on what has been communicated to him with respect to the student matter.

In the event the Principal or his designee or another teacher is not readily available to assume responsibility for the student, the student will remain in the office or with another teacher on prep until assistance arrives. The intent is to ensure that no student is ever unsupervised.

B. **Teacher Protection**. Parental or student complaints to the administration and/or the Board directed towards a teacher shall be called to the teacher's attention within ten (10) school days or dropped.

1. **Assault.** If a teacher, acting within the scope of one's professional employment, is assaulted, the incident shall be immediately reported to the Building Principal or appropriate administrator. The Board shall assist the teacher in connection with the handling of the incident by law enforcement and judicial authorities. A teacher may only use reasonable physical force as permitted by Section 1312 of the Revised School Code, MCL 380.1312.

2. **Civil Action.** If any teacher is the subject of a civil action brought by a student, or parent of a student, for action taken by the teacher acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by a teacher in the defense of a civil action brought by a student or parent of a student which arose out of and within the scope of one's professional employment, shall not be charged against the teacher.

C. **Personal Property Reimbursement**. The Board will reimburse the teacher, up to One Thousand Dollars ($1000.00) for loss, damage, or destruction of personal property used or intended to be used as an instructional tool or device by the teacher, provided:

1. The Building Principal is informed in writing and approves that the personal property is to be used for educational purposes;

2. The loss occurs on school premises or while the teacher is engaged in school business;

3. The loss is not a result of negligence by the teacher.

4. Request and approval must be completed annually.

5. This is not intended to duplicate a teacher's other insurance coverage.

## TEACHER DISCIPLINE

A. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Probationary teachers shall not have the right to the grievance procedure for any discipline. For verbal or written reprimands, non-probationary teachers may utilize the grievance procedure up to and including Level Three only.

B. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

C. Discipline may include but is not limited to:
   1. Verbal warning or written warning
   2. Verbal reprimand or written reprimand
   3. Suspension
   4. Discharge

D. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

E. Any teacher shall, upon request, be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance.

F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.

G. Each teacher shall have the right to review their personnel file in the presence of the Superintendent. A representative of the Association may be requested by either party to accompany the Teacher to such review.

H. Both parties agree that abuse of earned personal business and sick leave can occur. If this occurs, discipline will be imposed according to procedures.

## ARTICLE 17 - CONTINUITY OF OPERATIONS

A. **Job Action.** The Association agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage or acquiesce in any strike or job action, defined herein as the abstinence in full or part from any of the employee's duties of employment for the purpose of effecting a change in the employee's or any other person's employment conditions or relationship during the term of this Agreement.

B. **Unfair Labor Practice**. The Board and the Association agree that neither will, 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.

C. **Lock Out.** The Board agrees that it will not lock out any member of the bargaining unit covered by this Agreement, for any reason, during the term of this Agreement.

D. **Annexation, Consolidation**. Before any annexation, consolidation, or other reorganization of the District, the Association will be notified so that the effects of the same on its members may be negotiated.

## ARTICLE 18 - NEGOTIATION PROCEDURE

A. **Representatives and Conditions for Bargaining**. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from inside or outside the District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the bargaining unit, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

B. **Official Copies of Agreement**. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent. Copies of the final Agreement shall be printed by the Association and the Board will pay the expense of the paper used in any copies it needs. A copy of the Agreement will be made available to all teachers employed by the Board.

C. **Mediation**. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation process of the Michigan Employment Relations Commission.

D. **Commencement of Successor Agreement Negotiations**. At least ninety (90) days before the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and other terms and conditions of employment of teachers employed by the Board.

## ARTICLE 19 - PROFESSIONAL BEHAVIOR and IMPROVEMENT

A. **Teacher Conduct**. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, unauthorized absence, willful deficiencies in professional performance, or other misconduct by a teacher

reflect adversely upon the teaching profession and create undesirable conditions in the school building. All information forming the basis for disciplinary action will be made available to the teacher and the Association, as permitted by law.

Alleged breaches of misconduct shall be promptly reported to the offending teacher.

B. **Personnel File Review.** A teacher shall have the right, upon request, to review the contents of his/her own personnel file, excluding confidential credentials, letters of recommendation, and to have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.

C. **Contents of Personnel File.** No material originating after initial employment will be placed in a teacher's file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material will be corrected or expunged from the file. This provision does not apply to material which is disciplinary in nature. Letters of recommendation will be based on materials not more than three (3) years old.

Any material originated by the District and contained in the teacher's personnel file which is more than four (4) years old, and to which there is no more recent reference in the file, shall upon the request of said teacher and review by the Superintendent, be removed. If the request for removal is denied by the Superintendent, a committee of the Association President (or designee), the teacher and the Superintendent shall meet to review said materials. The parties acknowledge that Section 1230b(6) of the Revised School Code prohibits the expungement of personnel records which reflect unprofessional conduct. MCL 380.1230b(6).

D. **Personnel File Content Acknowledged.** The teacher shall be notified of all material placed in his/her file and given an opportunity to review and sign such material. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material unless otherwise expressly stated.

E. **Special Education Services**. Teachers are encouraged to use the special education services available to the District.

F. **Teacher Continuous Training**. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.

## ARTICLE 20 - CONTRACT ADMINISTRATION

A. **Special Conference**. Representatives of the Board and the Association bargaining committee will meet within five (5) days of request by either party to administer the Agreement and/or resolve problems that may arise. The meetings are not intended to by-pass the grievance procedure.

B. **Association Representatives**. The Association shall designate a teacher in each school building as Association Representative. The Principal and Association Representative shall meet when either party deems it necessary to review the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

## ARTICLE 21 - MISCELLANEOUS PROVISIONS

A. **Individual Teacher Employment Contract**. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement, and any such individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration, shall be controlling.

B. **Superseding Clause**. This Agreement shall supersede any current rules, regulations or policies of the Board, which shall be contrary to or inconsistent with its terms.

C. **Savings Clause**. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. **Constitutional/Statutory Rights**. Nothing contained in this Agreement shall be construed to deny or restrict any teacher or the Board rights under the Constitution of the United States, the Constitution of Michigan, or under the Michigan General School Laws. Other rights granted in this Agreement are in addition to those provided elsewhere.

E. **School Law Compliance**. The Board, Association and teachers must comply with all school laws or regulations of the State of Michigan at all times.

F. **Emergency Financial Manager.** If an emergency financial manager is appointed under PA 436 of 2012, the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement as provided in the Act.

## EVALUATION

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and Evaluation Procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the GLEA and the District.

## EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and Evaluation Procedures regarding the evaluation of teachers. The 5D Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will

be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the GLEA and the District.

## A. EVALUATION FREQUENCY

1. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.

2. Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially. The biennial rotation will begin in the 2025-26 school year. The principal of each building will determine the group of teachers who will be evaluated in the 2025-26 school year, with the remaining group being evaluated in the 2026-27 school year.

3. A teacher scheduled for evaluation will be notified by the secondFriday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

4. If concerns arise in teacher performance in a non-evaluation year, the administration may place the teacher on an IDP or complete a full evaluation. In this case, the teacher and GLEA will be notified of the concerns before the development of the IDP or the evaluation process.

## B. TEACHER TRAINING

Within the first two (2) weeks of the school year, the district shall provide, during contractually scheduled professional development time, training to all teachers on the evaluation system.

## C. TEACHER EVALUATION PROCESS

1. **Self-Assessment**:

   During a teacher's evaluation year, each teacher will complete their self-assessment of each rubric element of the evaluation tool

and submit their self-assessment in PIVOT by the last Friday in September.

2. **Goals**:

The teacher and Administrator will meet to discuss the self-evaluation, focus areas and student growth goals. They will collaboratively determine what evidence will be collected. The teacher will enter the focus areas and student growth goals into PIVOT, which will be finalized in PIVOT with administrator approval.

3. **Individual Development Plans**:

Any probationary teacher or any teacher who has been rated less than effective in one or more rubric elements may be provided with an Individualized Development Plan (IDP) developed by the administrator in collaboration with the individual teacher. This will be completed by the last Friday in September, within four weeks of the teacher being hired, or within four weeks notification of being placed on an Individualized Development Plan.

4. **Observations and Documentation**:

a. A minimum of two observations will be conducted as a part of each teacher's evaluation. One will be collaboratively scheduled in advance and one may be unannounced. Additional observations are permitted and may be announced or unannounced. Observations that will be a part of the year-end evaluation will last a minimum of 15 minutes but will generally last 20-40 minutes. The teacher shall provide a lesson plan 24 hours prior to the scheduled observation.

b. There shall be a minimum of thirty (30) school days between observations that are utilized in a year-end evaluation for non-probationary teachers not on an IDP.

5. **Post-Observation Meeting and Feedback:**

a. The administrator will provide feedback on the observation via Pivot under Notices and Wonderings on the lesson plan, state standard,

and pupil engagement within seven (7) calendar days of the observation.

b. The post-observation meeting can be in person or electronic via Pivot. Should a teacher choose the electronic meeting option, teachers must respond to the Notices and Wonderings in PIVOT within three (3) calendar days.

c. The administrator will provide the final feedback within thirty (30)calendar days of the original observation.

6. **Mid-Year Progress Reporting:**

a. Teachers who are in their first year of their probationary period or are on an IDP shall receive a midyear progress report. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

b. The school administrator shall develop a written improvement plan, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached). It must include performance goals and any training needed and is designed to assist the teacher to improve the teacher's rating.

c. The midyear progress report must not take the place of a year-end evaluation. The written improvement plan will be located in PIVOT under meeting/PD completed by the last day of January.

7. **Student Growth: 20% of the total evaluation will use student growth factors collaboratively determined between the teacher and the principal.**

a. Part of the student growth may be represented by a building aggregate score determined from state summative assessments (including M-STEP, NWEA, PSAT, SAT)

b. Part of the student growth may be represented by two local assessment measures proposed by the teacher by the final Friday in September. The proposed assessments will be reviewed by the administrator, in

consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached)

c. Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days or if there are other extenuating circumstances identified by the teacher and approved by the administration.

8. **Final Evaluation Rating:**
   Student growth data shall be submitted to the administrator 48 hours in advance of the year-end evaluation meeting.

   The teacher shall prepare a self-assessment using the 5D+ rubric to present at the meeting.

| FINAL EFFECTIVENESS RATING SCALE | |
|---|---|
| 0-1.99 | Needing Support |
| 2-2.79 | Developing |
| 2.8-4.0 | Effective |

## ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 9th day of February 2026 and continue in effect until the 31st day of December 2028. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Jackson County Education Association**

JCEA President GLEA President

_____

MEA Uniserve Director

**Board Of Education-Grass Lake Community Schools**

_____ _____

School Board President School Board Secretary

_____

Superintendent

## SCHEDULE A – SALARY

For each year of the contract, these consecutive increases will be added to Schedule A. Those employees that are eligible will receive one step for each year of the contract.
2026-2027: 2.25% (1% ADDITIONAL OFF)
2027-2028: 2% (1% ADDITIONAL OFF)
2028-2029: 2% (1 % ADDITIONAL OFF)

| 2026-2027 Salary Schedule | | | | |
|---|---|---|---|---|
| **Step** | **BA** | **BA+30/MA** | **BA+45/MA+15** | **BA+60/MA+30** |
| **1** | $ 47,809 | $ 50,916 | $ 52,563 | $ 55,457 |
| **2** | $ 49,088 | $ 52,053 | $ 53,741 | $ 56,696 |
| **3** | $ 51,200 | $ 54,312 | $ 56,072 | $ 59,158 |
| **4** | $ 53,753 | $ 57,014 | $ 58,866 | $ 62,102 |
| **5** | $ 56,150 | $ 59,835 | $ 61,768 | $ 65,168 |
| **6** | $ 58,558 | $ 62,368 | $ 64,393 | $ 67,931 |
| **7** | $ 61,089 | $ 65,345 | $ 67,463 | $ 71,173 |
| **8** | $ 63,647 | $ 68,033 | $ 70,271 | $ 74,102 |
| **9** | $ 66,199 | $ 70,714 | $ 73,011 | $ 77,028 |
| **10** | $ 68,746 | $ 73,392 | $ 75,764 | $ 79,934 |
| **11** | $ 72,131 | $ 76,767 | $ 79,248 | $ 83,610 |
| **12** | $ 76,357 | $ 81,030 | $ 83,628 | $ 88,199 |
| **2027-2028 Salary Schedule** | | | | |

| Step | BA | BA+30/MA | BA+45/MA+15 | BA+60/MA+30 | |
|---|---|---|---|---|---|
| 1 | $ 48,765 | $ 51,934 | $ 53,614 | $ 56,566 | |
| 2 | $ 50,070 | $ 53,094 | $ 54,816 | $ 57,830 | |
| 3 | $ 52,224 | $ 55,398 | $ 57,193 | $ 60,341 | |
| 4 | $ 54,828 | $ 58,154 | $ 60,043 | $ 63,344 | |
| 5 | $ 57,273 | $ 61,032 | $ 63,003 | $ 66,471 | |
| 6 | $ 59,729 | $ 63,615 | $ 65,681 | $ 69,290 | |
| 7 | $ 62,311 | $ 66,652 | $ 68,812 | $ 72,596 | |
| 8 | $ 64,920 | $ 69,394 | $ 71,676 | $ 75,584 | |
| 9 | $ 67,523 | $ 72,128 | $ 74,471 | $ 78,569 | |
| 10 | $ 70,121 | $ 74,860 | $ 77,279 | $ 81,533 | |
| 11 | $ 73,574 | $ 78,302 | $ 80,833 | $ 85,282 | |
| 12 | $ 77,884 | $ 82,651 | $ 85,301 | $ 89,963 | |

**2028-2029 Salary Schedule**

| Step | BA | BA+30/MA | BA+45/MA+15 | BA+60/MA+30 | |
|---|---|---|---|---|---|
| 1 | $ 49,740 | $ 52,973 | $ 54,687 | $ 57,697 | |
| 2 | $ 51,071 | $ 54,156 | $ 55,912 | $ 58,987 | |
| 3 | $ 53,268 | $ 56,506 | $ 58,337 | $ 61,548 | |
| 4 | $ 55,925 | $ 59,317 | $ 61,244 | $ 64,611 | |
| 5 | $ 58,418 | $ 62,252 | $ 64,263 | $ 67,801 | |
| 6 | $ 60,924 | $ 64,888 | $ 66,994 | $ 70,675 | |
| 7 | $ 63,557 | $ 67,985 | $ 70,189 | $ 74,048 | |
| 8 | $ 66,218 | $ 70,782 | $ 73,110 | $ 77,096 | |
| 9 | $ 68,873 | $ 73,571 | $ 75,961 | $ 80,140 | |
| 10 | $ 71,523 | $ 76,357 | $ 78,825 | $ 83,163 | |
| 11 | $ 75,045 | $ 79,868 | $ 82,450 | $ 86,988 | |
| 12 | $ 79,442 | $ 84,304 | $ 87,007 | $ 91,762 | |

## SCHEDULE B – CLASSIFICATIONS

| CLASS | Academic | Athletic |
|---|---|---|
| **1** | Freshman Class Advisor<br>(ES) Drama Production<br>(MS) Drama Production<br>(MS) NHS Advisor<br>Spelling Bee Coordinator<br>Senior Portfolio Coordinator<br>MS Art Club<br>Link Crew Advisors (2 positions)<br>Math Club<br>Key Club | |
| **2** | Sophomore Class Advisor<br>Quiz Bowl<br>*K-5 Choir (Minimum 2)<br>(HS) NHS<br>*Art Shows (Minimum 2)<br>Ecology Club Advisor<br>8th Grade Field Trip | MS Assistant Track<br>MS Assistant Volleyball<br>MS Assistant Cross-country<br>MS Assistant Wrestling<br>MS Assistant Basketball<br>MS Assistant Football<br>MS Sideline Cheer |

| | | |
|---|---|---|
| | Key Club | |
| **3** | (HS) Drama Production<br>Senior Class Advisor<br>(MS) Yearbook<br>**(HS)Yearbook<br>Theater Production Assistant | Power Lifting – Assistant Coach (2 positions) |
| **4** | (MS) Student Council<br>(HS) Student Council<br>Junior Advisor | HS Sideline Cheer<br>MS Track<br>MS Volleyball<br>MS Cross-country<br>MS Wrestling<br>MS Basketball (boys)<br>MS Basketball (girls)<br>MS Football<br>MS Competitive Cheer |
| **5** | Esports<br>***Forensics<br>(HS) Musical Production<br>(6-12) Choir/Vocal Music | JV Baseball<br>JV Softball<br>JV Soccer<br>Varsity Bowling (boys)<br>Varsity Bowling (girls)<br>Freshmen Basketball<br>Freshman Volleyball<br>Assistant HS Track |
| **6** | (6-12) Band Director | Varsity Golf (Boys)<br>Varsity Golf (Girls)<br>Varsity Cross-country<br>Varsity Track (Boys)<br>Varsity Track (Girls)<br>Varsity Baseball<br>Varsity Softball<br>Varsity Wrestling<br>Varsity Competitive Cheer<br>Varsity Soccer<br>JV Basketball (Boys)<br>JV Basketball (Girls)<br>JV Football |

| | | |
|---|---|---|
| | | JV Volleyball<br>Varsity Assistant Football<br>Power Lifting – Head Coach |
| **7** | | Varsity Football (Head)<br>Varsity Volleyball<br>Varsity Basketball (Boys)<br>Varsity Basketball (Girls) |
| Summer Weight Room Supervisor - $50/hour up to 12 hours per week (8 total weeks. This is a timecard position. Employees must be trained in safety standards to oversee operations of the weight room and student programming. | | |

* Minimum of two (2) per year. The art show is building or county-wide.

**Current yearbook advisor will be paid at Class 5, until a new advisor is hired

***Current forensics advisors will be paid at Class 6, until a new advisor is hired.

## SCHEDULE B – SALARY SCHEDULE

**SCHEDULE B - SALARY SCHEDULE 2026-2027**

| Step | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 | CLASS 6 | CLASS 7 |
|---|---|---|---|---|---|---|---|
| **1** | $ 479 | $ 855 | $ 1,432 | $ 1,898 | $ 2,710 | $ 3,575 | $ 5,481 |
| **2** | $ 524 | $868 | $ 1,518 | $ 1,985 | $ 2,840 | $ 3,793 | $ 5,811 |
| **3** | $ 569 | $ 944 | $ 1,605 | $ 2,072 | $ 2,949 | $ 4,013 | $ 6,141 |
| **4** | $ 614 | $ 988 | $ 1,692 | $ 2,158 | $ 3,058 | $ 4,231 | $ 6,471 |
| **5** | $ 658 | $ 1,034 | $ 1,779 | $ 2,245 | $ 3,168 | $ 4,450 | $ 6,802 |
| **6** | $ 703 | $ 1,079 | $ 1,866 | $ 2,332 | $ 3,277 | $ 4,669 | $ 7,132 |
| **7** | $ 748 | $ 1,101 | $ 1,953 | $ 2,419 | $ 3,387 | $ 4,888 | $ 7,462 |

**SCHEDULE B - SALARY SCHEDULE 2027-2028**

| Step | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 | CLASS 6 | CLASS 7 |
|---|---|---|---|---|---|---|---|
| **1** | $ 489 | $ 872 | $ 1,461 | $ 1,936 | $ 2,764 | $ 3,647 | $ 5,591 |
| **2** | $ 534 | $885 | $ 1,548 | $ 2,025 | $ 2,897 | $ 3,869 | $ 5,927 |
| **3** | $ 580 | $ 963 | $ 1,637 | $ 2,113 | $ 3,008 | $ 4,093 | $ 6,264 |
| **4** | $ 626 | $ 1,008 | $ 1,726 | $ 2,201 | $ 3,119 | $ 4,316 | $ 6,600 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **5** | $ 671 | $ 1,055 | $ 1,815 | $ 2,290 | $ 3,231 | $ 4,539 | $ 6,938 |
| **6** | $ 717 | $ 1,101 | $ 1,903 | $ 2,379 | $ 3,343 | $ 4,762 | $ 7,275 |
| **7** | $ 763 | $ 1,123 | $ 1,992 | $ 2,467 | $ 3,455 | $ 4,986 | $ 7,611 |
| | | | | | | | |
| | | | | | | | |
| **SCHEDULE B - SALARY SCHEDULE 2028-2029** | | | | | | | |
| | | | | | | | |
| **Step** | **CLASS 1** | **CLASS 2** | **CLASS 3** | **CLASS 4** | **CLASS 5** | **CLASS 6** | **CLASS 7** |
| **1** | $ 498 | $ 890 | $ 1,490 | $ 1,975 | $ 2,819 | $ 3,720 | $ 5,702 |
| **2** | $ 545 | $903 | $ 1,579 | $ 2,065 | $ 2,955 | $ 3,946 | $ 6,046 |
| **3** | $ 592 | $ 982 | $ 1,670 | $ 2,156 | $ 3,068 | $ 4,175 | $ 6,389 |
| **4** | $ 639 | $ 1,028 | $ 1,760 | $ 2,245 | $ 3,182 | $ 4,402 | $ 6,732 |
| **5** | $ 685 | $ 1,076 | $ 1,851 | $ 2,336 | $ 3,296 | $ 4,630 | $ 7,077 |
| | | | | | | | |
| **6** | $ 731 | $ 1,123 | $ 1,941 | $ 2,426 | $ 3,409 | $ 4,858 | $ 7,420 |
| **7** | $ 778 | $ 1,145 | $ 2,032 | $ 2,517 | $ 3,524 | $ 5,085 | $ 7,763 |

All current scheduled B employees will be grandfathered into the current schedule and continue to move along the step schedule until maxed out at step 7.

Any increase in the New Schedule B amount will be equivalent to negotiated increases on Schedule A. Schedule B employees will move 1 step per year up to the step 7 cap.

Grass Lake Community Schools

Grievance #_____

Distribution of Form

1. Superintendent
2. Principal (in duplicate)
3. Association
4. Grievant

# SCHEDULE C
# GRIEVANCE REPORT FORM

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

**STEP I – Principal**

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance (including contract provisions applicable):

_____

_____

_____

_____

2. Relief Sought: _____

_____

_____

_____

_____

_____

3. Contract Article or Provision Allegedly Violated: _____

_____

_____

_____

_____

Signature Date

C. Disposition of Principal: _____

_____

_____

_____

_____

Signature Date

D Position of Grievant and/or Association: _____

_____

_____

_____

Signature Date

**STEP II - Superintendent**

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

_____

_____

_____

_____

C. Position of Superintendent or Designee: _____

_____

_____

_____

_____

Signature Date

D Position of Grievant and/or Association: _____

_____

_____

_____

Signature Date

**STEP III – State Mediator**

A. Date submitted to State Mediator: _____

B. Recommendation of State Mediator: _____

_____

_____

C. Position of Grievant and/or Association: _____

_____

_____

_____

Signature Date

D Position of Superintendent or Designee: _____

_____

_____

Signature Date

**STEP IV – Arbitration**

A. Date submitted to Arbitration: _____

B. Disposition or Award of Arbitrator: _____

_____

_____

_____

_____

_____

Signature Date

# SCHEDULE C-1
# GRIEVANCE DIAGRAM

| | | |
|---|---|---|
| A. | Alleged Violation or Knowledge of Alleged Violation<br>Informal Discussion with Immediate Supervisor/Administrator<br>Written Grievance (Level I) | within 15 days |
| B. | Disposition from Immediate Supervisor/Administrator | within 10 days |
| C. | Appeal to Association Grievance Committee | within 2 days |
| D. | Association Grievance Committee Decision | within 4 days |
| E. | Association Grievance Committee Files Superintendent Appeal | within 2 days |
| F. | Disposition of the Superintendent | within 10 days |
| G. | Parties may mutually agree to State Mediator | optional 10 days |
| H. | If grievance is not resolved, may revert to Level Four | optional 20 days |
| I. | Association may file a demand for arbitration with the American Arbitration Association, whose rules and procedures shall govern the arbitration process | |