

## **PREAMBLE**

The Board and Association recognize their mutual obligations pursuant to ACT 379 of the Public Acts of 1965, as amended as of the ratification and execution of this agreement, to bargain collectively with respect to hours, wages and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board and by the employees represented by the Association. This Collective Bargaining Agreement is entered into the 26<sup>th</sup> day of March, 2013 by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of a general power district hereinafter referred to as the "BOARD", and the GRAND RAPIDS EDUCATION ASSOCIATION, an incorporated association referred to as the "ASSOCIATION".

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## ARTICLE 1

### RECOGNITION

#### A. RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative for each professional employee (hereinafter referred to as employee) who is employed by the Board in any of the following positions:

- a. Elementary & Secondary
  - (1) Classroom Teacher
  - (2) Teacher:
    - Art
    - English
    - Social Studies
    - SEIP (Special Education Intern Program)
    - Math
    - Music
    - Science
    - Foreign Language
    - Physical Education
  - (3) Coordinator
    - Office Practice
    - Special Ed. Work Study
    - Work Training Program
    - Retail Practice
    - Trade & Industry
    - Youth Employment
    - School to Work
  - (4) Elementary
    - Team Leader
    - Reading Teacher
    - Counselor
    - Early Childhood
  - (5) Grade Director
    - Seventh
    - Eighth
    - Seventh & Eighth
  - (6) Program
    - In-Service Participant
    - Summer School Program
  - (7) Secondary
    - Counselor
    - Head Counselor
    - Department Head

## Library/Media Center Specialist

- b. Special Education
  - (1) Classroom Teacher
  - (2) Orientation & Mobility Specialist
  - (3) Audiologist
  - (4) Teacher Consultant
  - (5) Social Worker
  - (6) Speech Pathologist
  - (7) Therapist
    - Music
    - Occupational
    - Physical
    - Recreational
  - (8) Parent Liaison
  - (9) Parent Consultant
  - (10) School Psychologist
- c. Other
  - (1) Nurse
  - (2) Unassigned Classroom Teacher
  - (3) Media Consultant
  - (4) PBIS consultant
- d. Adult Education Programs
  - (1) High School Completion
  - (2) English as a Second Language
  - (3) GED
  - (4) Adult Basic Education
  - (5) Positions
    - Teacher
    - Academic Advisor
    - Curriculum Consultant
    - Teacher Coordinator

Any person on leave of absence from the above listed positions (hereinafter called "employee") excluding all supervisory and executive personnel.

- 2. All other positions of the Grand Rapids Public Schools are excluded.
- 3. Nothing contained herein shall prevent the Board from modifying, revising, combining or eliminating any position in this Article pursuant to the conditions of this Agreement.
- 4. Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.

5. Any person who is not an "employee", and who is appointed to conduct the duties of any position listed in Appendix C, (Sections 2., 3., 4. and 5.) shall not be a member of this unit.
6. When used herein, "employee(s)" refers to all individuals within the GREA bargaining unit; "teacher(s)" refers to all individuals within the bargaining unit whose employment is subject to the Michigan Teachers Tenure Act (MTTA); and "ancillary staff" refers to all individuals within the bargaining unit whose employment is not subject to the MTTA.

B. OTHER ORGANIZATIONS

The Board will not negotiate with any other employee organization other than the Association for the duration of this Agreement with respect to the wages, hours and working conditions of employees included in the bargaining unit.

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## ARTICLE 2

### PAYROLL DEDUCTIONS

#### A. ASSOCIATION DUES

1. On or before October 15 of each year, any employee may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by the Board) for payroll deductions of Association membership dues. Such sums shall be deducted in approximately equal amounts each payday from the regular salaries of all such employees during the remaining pay periods. Each employee who has previously signed an authorization form shall have deducted from his/her salary Association membership dues beginning the second (2nd) paycheck of the school year providing the Board's Human Resources office received from the Association or its designee the continuing membership list on or before September 1st of that year. The District agrees to honor future PAC forms to the extent allowable under the law.
2. Authorization to deduct such dues and PAC contributions for ensuing school years shall continue in effect unless revoked by the employee, in writing, by July 1st of each year. Notice of such cancellation must be sent to the Board's Human Resources office with a copy to the Association.
3. The Association will notify the Human Resources office prior to September 1<sup>st</sup> as to the amount of dues to be deducted from each employee in 1. and 2. above.
4. Any amount deducted from employees' salaries as Association dues shall be remitted monthly to the Association by the Board's Office according to its rules and regulations.
5. In the event that (a) any revenue is conditioned upon compliance with 2012 PA 349 (b) any penalty is assessed as a result of the district entering into this agreement or (c) the State of Michigan, as a condition to approving any deficit elimination plan proposed by the district requires rescission or modification of this agreement, then this agreement shall be amended in a manner that is narrowly-tailored to achieve the goal(s) of maximizing the district's receipt of all otherwise available revenues avoiding such penalty (or penalties), and/or securing such approval.

#### B. OTHER DEDUCTIONS

Payroll deductions will be available to the employees on a mutually agreed upon basis for the Lake Michigan Credit Union, for the purchase of United States Savings Bonds, for the United Way and for insurance premiums.

Payroll deductions shall also be available for the following:

1. MESSA and MEA Financial Services Programs:
  - a. Tax Deferred Annuity Plans
  - b. MEA Financial Services Life Insurance
  - c. Variable Options
2. West Michigan Internet Services and other Internet Service providers mutually agreed by the Board and Association.
3. And other programs approved by the Board

C. ANNUITY PROGRAMS

The parties agree that the annuity programs approved by the Board shall be available to each employee.

D. SAVE HARMLESS

The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of the monies involved.

E. ASSOCIATION SECURITY

1. Service Fee. Each employee in the bargaining unit who is regularly employed shall, on or before thirty-one (31) days from the commencement of duties, either (a) join the Association and pay Association dues or (b) pay a service fee to the Association. The service fee shall be determined in a legally permissible manner and shall not exceed the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law.
2. Deduction of dues and service fees. The employee may authorize payroll deduction for such dues or service fees. In the event an employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as possible, from the regular paychecks of employees.
3. Non Payment. The procedure in all cases of non-payment of the service fee shall be as follows. The Association shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage

deduction may be filed with the Employer in the event compliance is not effected.

- a. If the employee fails to remit the service fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to the provision above.
  - b. The Board shall, upon receipt of request for involuntary deduction, provide the employee with an opportunity for a timely due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized appropriate payroll deduction.
  - c. The Board and the Association may mutually agree in writing to withhold and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions into an escrow account pending any legal challenges.
  - d. An employee who elects to pay a service fee in lieu of joining the Association shall be afforded the same representation rights as are extended to Association members.
4. MEA Policy. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Association. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
5. Timelines. Due to certain requirements established in recent court decisions, the Association represents that the amount of the Service Fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.
6. Certification. The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction, the amount of Association dues and service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law.

7. Indemnification. The Association shall indemnify and save the Grand Rapids Public Schools, its Board of Education, past and present members of the Board of Education, and past and present administrators harmless against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provision of this Agreement, provided
  - a. That the Association shall defend any such legal action, at its own expense and through mutually selected legal counsel; and
  - b. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
  - c. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
  - d. The Association shall have the complete authority to compromise and settle all claims it defends under this section; and
  - e. The damages have not resulted from negligence, misfeasance, or malfeasance of the District or its agents.
8. Inoperative. Should the Association or its agent challenge the legality or enforceability of subparagraph 7, this Article shall immediately be considered inoperative and severed from this Agreement.
9. Employee change of status. Once per month, the Board shall provide, in writing, to the Association, the name(s) of any employee who has a status change and the nature of that change and the status of all open positions.

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## ARTICLE 3

### ASSOCIATION RIGHTS

#### A. BOARD MEETINGS

The Association shall be notified of all special Board meetings called by the Board to conduct business. The time, date and place of special meetings shall be given to the Association by telephone and/or written communication at approximately the same time and date that the Board members are notified.

#### B. BOARD COMMITTEES

The Association shall be notified by telephone or written communication of regular Board committee meetings as to time, date and place. The Association shall have an opportunity to make reports and/or recommendations at such meetings.

#### C. BOARD AGENDA

The Association shall be recognized as a part of Section 5 of the Agenda of all regular Board meetings.

#### D. BUILDINGS AND EQUIPMENT

The Association shall have the right to use building facilities and equipment at reasonable times and hours for employees. Such use will be scheduled through the building administrator. The Association may post Association notices on the bulletin board designated for Association use. The inter-school mail service may be used by the Association including regular delivery to the Association office.

#### E. UNISERV DIRECTORS

The Association UniServ Directors may have access to school facilities during normal school hours. The initial contact in such buildings shall be with the school office to announce his/her presence. The UniServ Directors' activity shall not interfere with the instructional program.

#### F. FACULTY MEETINGS

Upon the conclusion of the administration portion of any regular faculty meetings, the Association may make announcements.

## G. RECORDS

The Board shall make available to the Association, for inspection, pertinent personnel records of the employees represented by the Association (excluding personnel record file unless so authorized, in writing, by the employee involved) at the written request of the Association from the files at the Board's main offices, 1331 Franklin, S.E., P. O. Box 117. Such records will be made available at the Board's main offices and will not be removed from said offices.

## H. BUILDING/UNIT COUNCIL

1. There may be in every building or unit an organization of the building/unit staff known as the building/unit council.
2. The primary function of the building/unit council shall be an effort by the total staff to promote an efficient, orderly, harmonious building or unit operation. The building/unit council shall be the communication vehicle between the staff and the building/unit administrator. This council shall consider matters of concern within the building/ unit and make appropriate recommendations to the building/unit administrative staff. To effectuate this goal, the building/unit council chairperson shall have the opportunity, on a regularly scheduled basis, to confer with the building/unit administrator.
3. Employees, administrators and paraprofessionals in the building or unit are eligible for membership.
4. The chairperson of the building/unit council is to be elected from employees of that building/unit.
5. The building/unit council may conduct activities and be responsible for functions under the following guidelines.
  - a. In the event of an individual or group concern, an attempt must first be made at resolution with the building/unit council chairperson and/or the building or unit administrator. The Association representative and/or Board representative may be requested by either party to be in attendance at such meetings.
  - b. The building/unit administrator must be apprised of all items to be discussed at any building/unit council meeting. An opportunity to resolve all items to mutual satisfaction prior to the building/unit council meeting must also be provided the building/unit administrator.
  - c. If the concern has progressed through the aforementioned guidelines without satisfactory resolution, the building/unit council chairperson may request a total building/unit council meeting and the building/unit

administrator shall effectuate the building/unit council meeting to be chaired by the building/unit council chairperson.

- d. The building/unit council shall also serve as the communication vehicle to the Instructional and/or Executive Council or to any administrator, provided the possible resolution of the concern is under the authority of such administrator. The building/unit administrator shall be informed prior to any such action.

## I. SHARED DECISION MAKING

1. Shared Decision Making (SDM) is a process for improving student learning through the involvement of all appropriate employees in the decision making process. It is a process through which those individuals responsible for the implementation of a decision at the building/program level are actively and legitimately involved in making decisions.
2. These conditions govern the SDM process:
  - a. Modifications of the Master Agreement require the written agreement of the District and the Association as described in Article 6, Section E. (Contract Waiver forms available from the Association and the District through Human Resource Services).
  - b. All contract waivers will include a specific start and end date.
  - c. Participation in the SDM process is voluntary. No employee will be disciplined or suffer adverse evaluation for electing not to participate in the decision making process.
  - d. The administrator and staff at each building will jointly determine the decision making process(es) they will use.
  - e. Shared Decision Making will occur within the confines of the contract day, if possible.
3. Disputes in individual programs or buildings regarding the SDM process will be addressed by an Association/GRPS team composed of equal numbers of representatives appointed by the District and the Association.
4. A District Advisory Committee for SDM will exist for the purpose of providing advice, facilitating training and recommending strategies to support the SDM process. The composition of this committee will be of equal representation from the District and MEA employee groups.

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## ARTICLE 4

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### A. RIGHT TO ORGANIZE

Pursuant to Act 379 of the Public Acts of 1965, as amended as of the ratification and execution of this agreement, the Board hereby agrees that each employee shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any rights conferred by Act 379 or the laws of Michigan. The Board shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities in the Association or collective bargaining with the Board, or institution of a grievance, complaint or proceeding under this Agreement (or otherwise) with respect to any terms or conditions of employment.

#### B. VENDING MACHINES

Vending machines may be installed in employees' lounges or in other areas which are restricted to the staff. Administration of the machine, product and proceeds shall be the duty of the business office, with proceeds being returned to the building.

#### C. STUDENT ACCESS

1. Students shall be admitted into the building at a time set by the building administrator. No employee shall have a direct responsibility for students in the building prior to the employee's assigned time responsibility. Each employee may permit students in his/her room prior to his/her assigned time responsibility and will be directly responsible for the students and the contents of such room. If an employee wishes, he/she may secure his/her room when it is not in use. The room may be opened at night and, if so, shall be resecured by the custodial staff before the students arrive in the morning.
2. Each Building/Unit Council shall develop, when necessary, procedures for supervising students when, due to inclement weather and/or other emergencies, they are admitted into the building prior to the time employees are required to be at their respective place of assignment. The procedures shall include, but not be limited to, the following guidelines:
  - a. A minimum number of employees shall be required to supervise students at any given time.

- b. Students will be admitted into the building prior to the regular time only when inclement weather and/or other emergency conditions exist.
  - c. The supervision shall take place within the limits set forth in Article 12, Section K., of this Agreement.
3. Each Building/Unit Council may request the Executive Council to review the building procedures.

D. DISTRICT MERGING

In the event that the Grand Rapids Public Schools (District) is combined with one (1) or more school districts, the Board shall use its best efforts to assure the continued employment of its employees in such consolidated district, and to the fullest extent permitted by law, contractual agreements with individual teachers shall be binding.

E. ANNEXATION OF ANOTHER CITY

In the event that other school districts shall become attached to the Grand Rapids Public Schools, employees who have acquired tenure in the annexed districts shall be given tenure by the Board. Further, the Board shall, immediately upon annexation, adjust the wages, hours and other conditions of professional employment of employees in the annexed districts to conform to the terms and conditions of this Agreement.

F. COPYRIGHT

Any copyrightable work prepared solely or in collaboration with others by employees within the course of their employment by the Board is the property of the Board. No syndication or sale of the copyrightable material may be made by the employee without the express release of all creators and the Board. However, the employee shall be given authorship credit.

All employees covered under this agreement who participate at their own cost, without the use of District resources, created independent of the District and its employees, and outside of the classroom or district responsibilities, in the production of publications or other produced materials, shall retain the sole ownership and rights and responsibilities derived from said creation.

G. NON-TENURE EMPLOYEES

- 1. Non-tenure ancillary staff are on probation for the first four (4) years of employment.
- 2. The contract of non-tenure employees may be nonrenewed upon 15 days notice before the end of their probationary year.

3. After completion of the probationary period, non-tenure ancillary staff shall not be terminated without just cause.

#### H. PROFESSIONAL COMMITMENT

1. The joint mission of the Grand Rapids Public Schools and the GREA is to ensure that all students are educated, self-directed, and productive members of society. Grand Rapids Public School professional employees are expected to create a positive learning climate for their students, build student achievement, develop strong parent-teacher communication, respect cultural and ethnic diversity, and work cooperatively to improve education continuously for Grand Rapids Public School students.
2. An employee's primary responsibility is in the classroom or regular facility in which his/her basic assignment occurs. Additionally, as an employee of the Board, the employee also has student supervision responsibilities throughout the building and grounds during regular school hours at the place of employment and the responsibility to comply with citywide functions as assigned by supervision in accordance with this Agreement.
3. Second only to actual teaching, the most valuable contact the District has with those it serves is between employees and parents or guardians. This contact is the prime basis upon which parents choose Grand Rapids Public Schools over the competition. To that end, the District and its employees commit to better acquaint our public with the dedication and high quality of our professional educators, and to form supportive learning teams with our parents and guardians. Employees will continue to make themselves reasonably available to discuss student progress and to provide support.

#### I. ACADEMIC FREEDOM

1. The parties seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for employees and students is encouraged, except that:
  - a. The employee must be acting within accepted and/or adopted curriculum and courses of study.
  - b. The employee must submit a written request to the building principal, the principal's designee or the immediate supervisor to obtain written approval prior to allowing a resource speaker into the class room.

- c. The employee must exercise responsibility and must realize that teaching places responsibility upon the employee to carefully consider the maturity level of the student and the circumstances that surround the teaching/learning relationship.
2. If a principal or immediate supervisor denies an employee's request to invite a resource speaker into his/her classroom, the employee may appeal the decision to a committee composed of one (1) district administrator, one (1) Board member, and one (1) Association Representative. The committee shall inform the principal and the employee concerning its decision.
3. Any employee accused of the improper use of academic freedom may be dismissed only after proof of impropriety has been provided. Any allegation found to be untrue shall be completely removed from the employee's record and the employee's status shall be immediately restored if any reduction may have been made.

#### J. TENURE ACT

As stated in the Michigan Teachers' Tenure Act, no employee shall terminate his/her services with the Board during the current school year except by mutual agreement. Employees who do not provide notice of intent to resign at least 60 days before the beginning of the school year are subject to forfeiture of tenure status. The same notice requirement applies to non-tenure (i.e., ancillary staff) bargaining unit employees.

#### K. RECORD KEEPING

1. It is a professional responsibility of GREA members to record and maintain accurate student attendance records. The Board may promulgate and enforce reasonable policies to direct its workforce accordingly.
2. It is a professional responsibility of GREA members to timely prepare and submit reports and forms as needed to obtain State or Federal funds, grants, entitlements and the like, including but not limited to Medicaid reimbursement forms, as directed or required.

#### L. EMPLOYEE RIGHT TO REVIEW FILES

Each employee shall have the right, upon request, to review those contents of his/her own personnel folder, on file at the Board's main offices, which pertain to or are the result of any evaluation completed since the beginning date of his/her employment in the Grand Rapids Public Schools system. Such records shall be made available in the office where such records are filed and shall not be moved from said office.

## M. EVALUATION - not applicable to teachers

## 1. Definitions

- a. Evaluation – A formal written record, signed by the immediate supervisor and ancillary staff, that is placed in the employee’s permanent file.
- b. Observation – A classroom visitation, or other worksite visitation in the case of non-classroom professionals, for the purpose of gathering information.
- c. Non-renewal – action by the board to discontinue the employment of a non tenure employee during the probationary period, which action is not subject to grievance or arbitration.

## 2. Who is evaluated

Non-tenure ancillary staff who have completed the probationary period (“non-probationary employees”), are expected to be evaluated, utilizing the Progressive Evaluation Process described below, no more than once per three (3) school years, unless there is performance warranting special attention due to identified problems, in which case the non-probationary employee may be evaluated in other years. If the non-probationary employee is not evaluated at least once per three (3) school years, the non-probationary employee is deemed to be effective or highly effective. (Distinction to be determined by the previous evaluation).

3. The building/unit administrator or immediate supervisor shall present a copy of the current Evaluation of Performance form and/ or Revised Progressive Evaluation Process (P.E.P.) manual to each ancillary staff new to the Grand Rapids Public Schools and shall make it available upon request to those presently employed. P.E.P. will be utilized as a segment of the total evaluation procedure, unless the ancillary staff and the evaluator mutually agree to use another form, as described below.

A non-probationary ancillary staff who has demonstrated consistent satisfactory performance and is scheduled for a sequenced PEP required by this Master Agreement may, in lieu of participating in a “traditional” PEP, engage in an alternative professional improvement plan/process. Such Participation in an alternative plan/process must be mutually agreed upon by and between the ancillary staff and their evaluating supervisor. Failure to reach agreement regarding an alternative will result in both evaluating supervisor and ancillary staff complying fully with the “traditional” PEP.

If an alternative plan/process is utilized, the evaluating supervisor will continue to be the primary person responsible for the Evaluation – traditional or



alternative. The PLP is an example of a resource for an alternative plan/process; other resources may be utilized.

An alternative professional improvement plan/process may include:

- a. Learning project
- b. Portfolios
- c. Leadership development
- d. Continuing education
- e. Curriculum development
- f. Diversity training/implementation
- g. Mentoring

4. Responsibility for Evaluation

- a. The evaluation of the performance of each ancillary staff in the school system is the responsibility of administration. An ancillary staff who is to be evaluated shall be advised of one specific administrator who has been trained in how to do evaluations, and shall be responsible for the evaluation.
- b. In such evaluations, all monitoring or observations of employees shall be conducted openly and with the knowledge of the ancillary staff. No electronic device shall be used during the evaluation process without the consent of the ancillary staff. This section b also applies to teachers.

5. Forms and Timelines

The performance of all ancillary staff shall be evaluated, in writing, as follows:

- a. A formal evaluation period of each ancillary staff to be evaluated will begin with a conference between the ancillary staff and administrator. This conference will occur no later than the sixth (6th) Friday\* of the school year for all ancillary staff.

NOTE: "6<sup>th</sup> Friday" means the 6<sup>th</sup> Friday after Labor Day.

- b. A follow-up conference between the ancillary staff and administrator will be held no later than the ninth (9th) Friday of the school year to finalize suggestions coming out of the first conference and agree on the Initial Performance Objectives (Appendix A) written by the ancillary staff:

and

- 1) Review the resources which are available to the ancillary staff and determine the assistance the administration will provide to help the employee improve.

- 2) Review the time schedule for the completion of the formal evaluation.
  - 3) No ancillary staff shall be required to prepare more than five (5) initial P.E.P. objectives.
- c. The administrator must observe the ancillary staff at least once before winter recess. Each observation shall be made in person by the evaluator for a minimum of forty-five (45) consecutive minutes (but not less than one class period). The results of each observation must be recorded on the Observation Form (Appendix B), reviewed with the ancillary staff not more than ten (10) workdays after the observation and reflected on the interim report. Alternate forms may be used for non-classroom professionals.
  - d. Identified areas of weakness in the performance of an ancillary staff will be discussed with the ancillary staff. The ancillary staff will be provided with a written copy of the identified areas of weakness along with the recommended steps for improvement. The district will provide professional development, coaching, and instructional supports to assist the ancillary staff. Within fifteen (15) working days following receipt of written recommendations the ancillary staff will submit a written report that identifies specific steps taken in response to the administrative recommendations.
  - e. Before the winter recess, the administrator will complete Appendix C (The Interim report) and review the result with ancillary staff. Observation(s) before winter recess will be reflected on this Interim Report. New performance objectives should be written in areas of weakness. The administrator and ancillary staff may mutually agree in writing to complete Appendix C by the end of the first full school week in January.
  - f. The administrator must observe an ancillary staff at least one (1) time after the interim report and before the final evaluation. The administrator must observe an ancillary staff rated minimally effective or ineffective at least two (2) times after the interim report and before the final evaluation. Each observation shall be made in person by the evaluator for a minimum of forty-five (45) consecutive minutes (but not less than one class period, where applicable).

The goal of observations connected with evaluation is to observe the teaching and learning process during a typical school day. Therefore, observations of ancillary staff for evaluation purposes shall not occur during the following periods:

- The first or last week of the student calendar,

- During state testing or assessment periods,
- During the three (3) days before a break period,
- The first or last day of any trimester, semester, or marking period, or
- A building wide crisis, e.g., code red, emergencies, death of student or staff.

The results of each observation must be recorded on the Observation Form (Appendix B), and reviewed with the ancillary staff no more than ten (10) workdays after the observation, and reflected on the final evaluation. Alternate forms may be used for non-classroom professionals.

- g. Should an ancillary staff receive an interim evaluation rating of minimally effective or ineffective, District resource persons shall be used for consultant purposes to offer assistance to the employee.
- h. The parties agree that if there are at least 60 calendar days between the first and last observation of a probationary ancillary staff employee. The requirement that the evaluation be based on at least two observations at least 60 days apart has been satisfied.
- i. The final conference for a less than effective ancillary staff shall be completed no later than the last school day before spring break but no later than April 1<sup>st</sup> in the case of probationary ancillary staff. However, if the probationary ancillary staff's service is calculated on an anniversary year basis, the final conference shall be 90 days before the end of the anniversary year.
- j. The final conference for an effective or highly effective ancillary staff shall be completed no later than the first (1<sup>st</sup>) Friday in June or a later date if mutually agreed by the administrator and employee. A comparable deadline shall apply to an ancillary staff probationary employee on an anniversary year method.
- k. Non-probationary ancillary staff shall be evaluated on a Final Evaluation of Performance form (Appendix D) once per three (3) school years following the time lines a. through j. above unless there is an identified problem. In such cases, the forms and timelines in 5a. through 5j. above or, if necessary, the process in 12. below will apply. It is understood that the administration may, at any time, recognize effective performance.
- l. Approved periodic leave days, (e.g. conference, personal business, sick leave, etc.) would not cause a change in the evaluation time lines. However, no day that is a deadline for a step in the evaluation process

will be considered missed if the ancillary staff or evaluator is absent that day.

- m. Long term leaves will result in the evaluation time lines being “frozen” until the ancillary staff returns to work. A long term leave shall be defined as an approved leave of absence of more than ten (10) consecutive working days.

#### 6. Final Conference

Three (3) copies of the completed Final Evaluation of Performance Form shall be shown to the ancillary staff for information and review. The ancillary staff shall, after and upon completion of joint review, sign all copies of the evaluation and shall check one (1) of two (2) appropriate boxes signifying agreement or disagreement with the evaluation and shall return all copies to his/her principal or supervisor. The principal or supervisor shall keep at least one (1) copy on file in the building for future reference by the ancillary staff and/or administration while the ancillary staff is assigned to that building/unit. In the event the ancillary staff does not agree with the evaluation, all objections must be placed in writing and provided to the administrator within five (5) working days of the ancillary staff's receipt of the completed Final Evaluation of Performance form. Such objections shall be attached to the completed Final Evaluation of Performance form.

- a. Merit Pay - See Appendix N

#### 7. Test Results

Test results of academic progress of students shall not be used as evaluative of the overall quality of an ancillary staff service or fitness for retention.

#### 8. Notice of Dismissal

Prior to his/her dismissal, the ancillary staff shall be notified, in writing, of the reasons for recommendation of such dismissal.

#### 9. Grievance

Failure to comply with the above-prescribed format, including the time lines, may result in the ancillary staff filing a grievance and processing it through the grievance procedure.

#### 10. Evaluation Workgroup

The development of the ancillary staff Final Evaluation of Performance form(s) shall be the responsibility of the Evaluation Workgroup. If the Evaluation Workgroup cannot reach an agreement on the evaluation form(s), the

Superintendent or designee shall make the final decision. The evaluation form(s) developed by the Evaluation Workgroup shall be the primary evaluation form(s) used for evaluating ancillary staff.

11. Process for New Hire, Late Recall, Transfer

The evaluation process for an ancillary staff new hire, a late recall, and/or a transfer may begin at a time other than indicated in 5.a. above provided such change occurred after the sixth (6<sup>th</sup>) Friday.

- a. Such process will begin within ten (10) working days of the assignment with a conference between the ancillary staff and the supervisor.
- b. Within twenty (20) working days of reporting to the assignment, the supervisor will furnish the ancillary staff with the timelines for this evaluation process.
- c. The timelines as outlined in 5.f. through 5.j above shall be observed.
- d. No ancillary staff shall be dismissed due to an ineffective evaluation under the provisions of this subsection (11.), unless the evaluation has commenced on or before January 9th of the year in which the dismissal recommendation is made.

12. Out of Sequence

An evaluation may occur when an ancillary staff performance, in the opinion of the Board, warrants special attention because there is an identified problem. (This shall not apply to any ancillary staff who is scheduled to be evaluated as outlined in 5. or 11. above.) For this evaluation the following procedure shall be utilized.

- a. The affected ancillary staff shall be notified in writing that this type of evaluation is commencing. Such notice shall include the name of the evaluator and the reasons for the decision to use this type of evaluation.
- b. No later than ten (10) working days after notification to the ancillary staff, in a. above, the evaluator shall have a conference with the ancillary staff.
- c. No later than the twentieth (20<sup>th</sup>) working day of this process, the evaluator shall provide the ancillary staff with a copy of the P.E.P. or another form to which they mutually agree.
- d. No later than the thirtieth (30<sup>th</sup>) working day of this process, the evaluator shall observe the work performance of the ancillary staff for a minimum of at least forty-five (45) consecutive minutes (but not less than one class period). No more than forty-eight (48) hours after this

observation (excluding Saturdays and Sundays), the evaluator shall submit a written report to the ancillary staff, unless the due date falls on a date on which an ancillary staff shall not be observed, in which case, the report is due the next school day (See Article 4, M, 5, f.). If the evaluator is of the opinion that the performance of the ancillary staff is deficient in any respect, such will be specifically noted in this report.

- e. No later than the thirty-fifth (35<sup>th</sup>) working day and within five (5) school days of noting such deficiencies as outlined in d. above, the evaluator shall identify, in writing, specific ways/means/steps that the ancillary staff is to take to improve in the noted areas. Upon noting deficiencies and identifying ways/means of improvement, it shall be the evaluator's responsibility to provide definite positive assistance to correct the deficiencies. This report as well as any subsequent ones shall address the deficiency previously noted and the ancillary staff's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the ancillary staff is now performing effectively in that area.
- f. If an area of deficiency is noted, no later than the sixtieth (60<sup>th</sup>) working day a second formal observation shall occur and shall follow the procedure outlined in d. and e. above. This report as well as any subsequent ones shall address the deficiency previously noted and the ancillary staff's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the ancillary staff is now performing effectively in that area.
- g. No later than the conclusion of the seventieth (70<sup>th</sup>) working day, an interim evaluation conference shall be held. The ancillary staff whose performance is deemed effective or highly effective shall have this evaluation terminated at this point. The employee whose performance is not deemed effective or highly effective shall continue the evaluation process.
- h. At the interim evaluation conference, the parties shall review the results of the evaluation so far. Specific deficiencies in work performance which have been previously noted shall be discussed and a plan developed for dealing with each.
- i. No sooner than the ninetieth (90<sup>th</sup>) working day nor later than the one hundredth (100<sup>th</sup>) working day, another formal observation shall occur after the interim evaluation conference in conformance with the requirements of d. and e. above.
- j. No sooner than the one hundred tenth (110<sup>th</sup>) working day nor later than one hundred twentieth (120<sup>th</sup>) working day, the evaluator shall submit a

final evaluation and recommendation regarding the ancillary staff continued future employment.

- k. No non-probationary ancillary staff, due to an ineffective evaluation under the provisions of this subsection (11.), shall be dismissed within the first one hundred twenty (120) working days following the date of notification as required in a. above.

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## **ARTICLE 5 BOARD OF EDUCATION RIGHTS**

### **A. RESPONSIBILITIES**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

### **B. AUTHORITY**

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Grand Rapids Public Schools and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and to the provisions of this Agreement.

### **C. ADMINISTRATIVE STAFF**

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees, and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

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## ARTICLE 6

### NEGOTIATIONS PROCEDURE

#### A. SUBSEQUENT YEARS

Renegotiation of this Agreement for the subsequent years shall be commenced not later than March 1<sup>st</sup> of the calendar year in which this Agreement expires. Any agreement shall be reduced to writing and signed by the Board and the Association.

#### B. ASSOCIATION NEGOTIATORS

The Board agrees that Association members, a maximum of seven (7) employees, engaged during the school day in official new contract negotiations on behalf of the Association with the Board during the term of this Agreement, shall be entitled to released time without loss of salary, provided the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on duty released time (i.e., time will be split equally between off duty time and on duty time).

#### C. RECORDS AND INFORMATION

During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and other conditions of employment for employees, the Board shall provide the Association with documents related to financial resources, budgetary requirements and allocation and any other related information which is presented to any regular and/or special meetings called by the Board to conduct official business or to any other governmental body.

#### D. TOTALITY OF AGREEMENT

This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### E. MUTUAL CONSENT

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in writing, and signed by both parties as an amendment to this Agreement.

F. LEAST RESTRICTIVE ENVIRONMENT

The Board shall not reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members without first providing notice to the Association.

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**ARTICLE 7****JOINT COUNCILS/COMMITTEES****A. INSTRUCTIONAL COUNCILS**

1. The Board and the Association hereby create a council known as the Instructional Council whose responsibility shall be to initiate policy changes which affect and determine the instructional program(s). The members of the Council shall establish processes for resolving issues which impact student achievement.
2. The Council shall be composed of seven (7) qualified employees to work with seven (7) qualified administrators. The seven (7) employee members shall be appointed by the Association, and the administrators shall be appointed by the Superintendent. It is encouraged that Instructional Council members serve a minimum of two (2) years. The Superintendent and GREA staff member shall be ex-officio members of the Instructional Council. The Instructional Council chairperson shall alternate yearly between the Association and the District, with the District chairing on odd-numbered school years (e.g. 2012-2013) and the Association chairing on even-numbered school years (e.g. 2013-2014).
3. The Board and administrative staff will consistently seek the Instructional Council's input before implementing policies which affect student achievement.
4. The Council shall meet on a regularly scheduled basis as determined by the Council. Classroom substitutes for employees where needed will be provided by the Board.
5. The Council may consult with employees, students and members of the community and shall be empowered to appoint subcommittees which will lead to improvement of instruction.
6. The subcommittees shall meet as directed by the Council and shall make regular reports of their findings to the Council.
7. The Instructional Council shall annually consider appointing a committee to review the testing program and to make recommendations to the Instructional Council. The recommendations shall include, but not be limited to, the adequacy and appropriateness of tests given.
8. All necessary expenses for staff and clerical assistance as determined by the Council to carry out its responsibilities shall be provided by the Board.

## B. PROFESSIONAL DEVELOPMENT DESIGN TEAM

1. The professional development design team shall be responsible for 36 professional development hours that each GREA member completes each year, except that a member may elect to independently determine the last 6 hours which shall be completed between July 1 and the Friday before spring break of each year. The member is allowed to select professional development from any of the following approved vendors: GRPS, GREA/MEA/NEA, any county ISD, college, or university. The professional development must be scheduled outside the regular work day, and proof of completion must be submitted to the Office of Organizational Learning by the Friday before Spring Break. If completion has not taken place by the Friday before Spring Break, the member is expected to attend the last scheduled pd day offered by the District.
2. The professional development design team shall be comprised of six (6) persons from the Association, and six (6) persons from the Board. Each division (PK-5, 6-8, 9-12, and Special Education) will have its own professional development design team.
3. The professional development design team will assess, evaluate and make recommendations concerning the structure and content of professional development.
4. The executive director of each division (PK-5, 6-8, 9-12, and Special Education) shall determine the meeting schedule at the first professional development design team meeting, held during the classroom set-up day in August, and shall meet as scheduled.
5. The professional development design team shall work together to encourage the offering of professional development which is connected to the academic plan, district and school data, and teacher needs.
6. All necessary expenses for clerical assistance needed by the professional development design team to carry out its responsibilities shall be provided by the Board.
7. The professional development design team will create an overarching vision for the upcoming school year's professional development opportunities no later than May 15. The academic plan, district and school data, and teacher needs will be used to determine the vision for the upcoming school year. Once the vision has been established, it is the responsibility of the professional development design team to submit professional development proposal forms to the academic team thirty (30) work days before scheduled professional development sessions.

C. JOINT WORKLOAD REVIEW COMMITTEE

1. The Committee shall be composed of the Superintendent or designee, the Association President, the Association UniServ Directors, three persons appointed by the Association, and three to five administrators named by the Superintendent.
2. The purpose of the Committee shall be to review and discuss exact class size and overload hour data and to mutually seek resolution of problems associated with class size and overload assignment.
3. Within ten (10) working days following the first count day of the school year and not later than fifteen (15) working days following the start of the second semester, the Superintendent or designee shall forward to the Association President, exact and specific class size and overload hour data. This data shall reflect the class size in each elementary classroom and the hour by hour class size for each secondary teacher. Further, the number and subject for each overload hour shall be shown by building.
4. Not later than ten (10) working days following receipt of the above data the committee shall meet to review, examine and discuss same consistent with its purpose as set forth in 2. above.

D. BOARD-ASSOCIATION ADMINISTRATIVE MEETINGS

There will be meetings between the Superintendent of Schools and the Association administration upon the request of either party and scheduled by mutual agreement.

E. SCHOOL SAFETY IMPROVEMENT WORKGROUP

There will be a joint School Safety Improvement Workgroup comprised of ten members selected by the District (which shall include representatives from non-MEA represented groups or units) and ten representatives from GREA and other MEA-represented groups. The workgroup will meet at least twice per year. Annual recommendations with budget implications should be made to the Superintendent by March 31 of each year.

The workgroup's charge is to:

1. Make recommendations to the Superintendent regarding school safety and student discipline issues.
2. Make recommendations for modifications to the school crisis management and emergency procedures manual.
3. Make recommendations to enhance the district's crisis response and prevention plan.

4. Make recommendations concerning an effective district-wide communication plan.
5. Review and make recommendations on specific safety-related procedures such as identification badges, MIOSHA Safety data sheets, etc.
6. Investigate alternative funding sources for safety and student discipline issues such as grants.
7. Plan and provide for training within existing budget constraints on all of the above.
8. The superintendent shall allocate \$10,000 to the safety workgroup to be used exclusively for the purchase of safety related equipment or safety plan documents, or safety training for buildings or programs, provided there is no ongoing budget obligation imposed on such building or program. The workgroup shall allocate the funds based on need and cost effectiveness and shall develop or require reasonable guidelines for safeguarding such materials.

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## ARTICLE 8

### EMPLOYMENT QUALIFICATIONS

#### A. APPLICATION

Applicants for employment in the unit shall be recruited, screened, selected and hired by the Superintendent or by the Grand Rapids Public Schools Human Resources (Human Resources) staff acting on behalf of the Superintendent of Schools. A good faith effort shall be made to employ minority persons until the number of minority employees more accurately reflects the percentage of minority students enrolled by the Board.

#### B. EMPLOYEE HEALTH

1. Each employee shall possess and maintain sufficient good health (physical and mental) to adequately perform the essential functions of his/her respective duties and to carry out his/her responsibilities.
2. Each employee of the Board may be required to obtain a Tuberculin skin test and/or chest x-ray prior to fifteen (15) days after the beginning of his/her date of employment. Such examination shall be free to each employee who reports to the designated place and at the time and place scheduled by the Board. Each employee receiving the Tuberculin test from the Board's designee must have the test read by the designee at the time and the place designated when the test was given. All other readings of the test administered by the Board designee shall be considered invalid and the test must be repeated. The results from other valid testing agencies will be accepted by the Board.

The frequency of such employee test shall be pursuant to the requirements made by the State of Michigan. Each employee who fails to comply with this requirement shall be considered to be not qualified for employment and shall be terminated.

3. In cases where inadequate employment performance is believed to be the result of physical or mental disability the Superintendent or his/her designee may request an employee to obtain a physical, clinical, psychological or psychiatric examination. Expenses for any such examination shall be paid in full by the Board. Failure to acknowledge such request may result in termination of employment; however, the employee may request full assistance from the Association at any time during such proceedings. Notice of a written request for any such examination shall be delivered in person by the appropriate administrator or by registered mail.

### C. EMPLOYEE CERTIFICATION

Each new employee or employee transferred to a position requiring changed certification, who reports to work between September 1<sup>st</sup> and October 15<sup>th</sup>, shall file certification materials, and the signed Michigan Department of Education highly qualified teacher report form with supporting documentation (i.e. transcripts portfolios, etc.) to Human Resources within forty-five (45) calendar days of date of employment. Any such employee reporting to work after October 15<sup>th</sup> shall file such materials within thirty (30) calendar days of date of employment. In the event the employee does not comply with the above, his/her personal contract will be revoked unless such time is extended by mutual agreement between the employee and Human Resources provided the delay of submission of the materials is beyond the control of the employee.

### D. PART TIME EMPLOYEES

Human Resources shall give consideration to a part time employee(s) prior to hiring a new employee(s) for a full-time position(s). For teachers, positions are not guaranteed and management retains the right of placement.

### E. EMERGENCY PERMITS

When Grand Rapids Public Schools assigns a certified teacher to a position for which he or she is not fully endorsed, so that the District must apply for an emergency permit, a full year permit, a temporary approval or an emergency approval, GRPS shall pay the fee for the permit or approval only (not for the teacher's certification.)

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**ARTICLE 9**

**TRANSFERS AND VACANCIES**

**(Not applicable to teachers where indicated)**

A. TRANSFER PHILOSOPHY

Since frequent transfers of staff are disturbing to the educational process and interfere with optimum employee performance, the Association and the Board agree that the transfers of such employees should be minimized.

B. ASSIGNMENTS TO ASSURE STUDENT NEEDS ARE FIRST

Preamble

The District and the Association recognize the capabilities, training, experience and interests of all employees. To assure accountability and to eliminate the possibility of arbitrary and capricious action, and to assure that student needs are met, the following criteria will be utilized to fill ancillary staff vacancies, grant ancillary staff transfers and make ancillary staff assignments. The Superintendent, as granted by the Board of Education, has the sole right to assign employees to positions for which they are qualified.

The following are listed as factors for placement of teachers and are factors listed in order of priority regarding teachers and ancillary staff:

1. Teacher's Certification (HQ, Certification and Endorsement);
2. Teachers and ancillary staff - Qualifications or willingness to perform the extra training, duties and responsibilities shall apply (i.e. District Trainings – Reading First, Balanced Literacy, Read-180, SIOP, 5-E Instructional Model, IFL, etc.), provided the extra training could have reasonably\* been completed and available as of the first day of the assignment. Job expectations will be described in the position posting (see Article 9, K. 5 & 6). If a teacher or ancillary staff has not completed the training as outlined above, the District may reassign them or require them to take the next available training.

\* NOTE: The following factors shall be considered: availability of training, including the frequency of the training, teacher, ancillary staff or immediate family member extended illness, disability or death of the immediate family member.

3. Student needs: defined as the need for endorsed bilingual or certificated ESL staff or staff who are able to receive a permit from the State of Michigan, the need to not have all brand new staff in a location or classification. (See Article 9. C. 1.)

4. Teacher and ancillary staff's willingness to obtain necessary building training, within a reasonable time frame (see note below). Job expectations will be described in the position posting (see Article 9, K. 5 & 6).

NOTE: Normally up to one calendar year from the start of the assignment, e.g., bid into the position in June 2009, start assignment August of 2009, have until August 2010 to complete.

5. When a teacher and ancillary staff are in a program affected by new requirements/trainings, the teacher and ancillary staff must sign an agreement to obtain the necessary requirements/trainings within a reasonable timeframe (see note below). If the teacher or ancillary staff are not willing to meet the necessary requirements/trainings, they have the option to voluntarily transfer out of the building/program.

NOTE: Up to one calendar year from the start of the assignment, e.g., bid into the position in June 2009, start assignment August of 2009, have until August 2010 to complete.

6. Ancillary staff's length of service in the district (seniority) – Article 10 A.

NOTE: Building Training is defined in this section as training that is open to a wide range of individuals within the school and is related to the school's improvement plan and/or theme (as designated by the District) training, or required by a grant that the school/program has obtained.

#### C. DEFINITION OF CERTIFICATION/QUALIFICATION

The following requirements shall apply to voluntary transfers, involuntary transfers and recalls of ancillary staff. All positions require state endorsement appropriate to the position and meet Highly Qualified requirements according to the *No Child Left Behind (NCLB) Act of 2001, if applicable*. The following additional qualifications are required for these positions only:

1. For ancillary staff, the Association and District will review training opportunities for Association employees before any additional training requirements are added to any position, with reasonable prior notice. This review must be timely, at least two weeks prior to a posting for required training (as a prerequisite or willingness to receive training as soon as possible).
2. For teachers and ancillary staff grades 9-12:
  - a. Secondary certification in the subject area and a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges as defined in the Policies and Standards for the Accreditation of Secondary Schools in effect as of the effective date of this Agreement.

- b. For high school music positions, this includes training in the specific area (vocal, orchestra or band.) See Appendix J.

3. Specialty Schools Specialist Positions:

Coit Creative Arts Academy Art Specialist; Coit Creative Arts Academy Music Specialist; Coit Creative Arts Academy Theater Specialist; Shawnee Math/Tech/Science Math Specialist; Shawnee Math/Tech/Science Science Specialist; Shawnee Math/Tech/Science Technology Specialist:

A major or minor in the subject area (or has the credit hours sufficient to qualify for a major or minor) to which the employee is assigned.

4. Preschool, Elementary, Middle and High School Montessori Classroom Teachers:

Appropriate State certification and either preschool, elementary, middle and high school Montessori license or Montessori teacher education is required.

IBB will be used to add additional programs such as Advanced Placement & International Baccalaureate.

5. Dual Immersion Positions (English/Spanish):

All vacant teacher and ancillary staff positions will be posted as requiring a bilingual endorsement. If no internal or external individual applies with this endorsement, the position may be filled with an internal applicant who demonstrates oral and written fluency in Spanish and English. The Association will be provided a copy of the objective criteria used to measure fluency. The individual will sign a "District Agreement" to annually provide documentation of coursework completion (6 credits per year) toward obtaining that endorsement.

6. Bilingual Positions (English/Spanish):

Determination of Need. At language centers utilizing a Bilingual-transitional model as established in the site based budget and the school improvement plan, and with Central Office approval, where a vacancy exists the following will apply:

a. Pre-K/Elementary

If there is not, at a minimum, one bilingual endorsed teacher per grade level, the position shall first be filled with an internal applicant with a bilingual (English/Spanish) endorsement. If no internal individual applies, the position shall be filled with an external candidate who holds the appropriate Michigan endorsement. If no internal or external candidate applies with the appropriate Michigan endorsement, then the position will

be filled with an internal candidate who demonstrates oral and written fluency in Spanish and English. The Association will be provided a copy of the objective criteria used to measure fluency. The individual will sign a “District Agreement” to annually provide documentation of coursework completion (6 credits per year) toward obtaining that endorsement.

b. Secondary – Core Content

If there is not, at a minimum, one teacher in the core area with a bilingual (English/Spanish) endorsement, the position shall first be filled with an internal applicant with a bilingual (English/Spanish) endorsement. If no internal individual applies, the position shall be filled with an external candidate who holds the appropriate Michigan endorsement. If no internal or external candidate applies with the appropriate Michigan endorsement, then the position will be filled with an internal candidate who demonstrates oral and written fluency in Spanish and English. The Association will be provided a copy of the objective criteria used to measure fluency. The individual will sign a “District Agreement” to annually provide documentation of coursework completion (6 credits per year) toward obtaining that endorsement.

7. English as a Second Language (ESL) Positions

Determination of Need. At language centers utilizing an English as a Second Language (ESL) model as established in the site based budget and the school improvement plan, and with Central Office approval, where a vacancy exists the following will apply:

a. Pre-K/Elementary

If there is not, at a minimum, one ESL or bilingual endorsed teacher per grade level, the position shall first be filled with an internal applicant with an ESL or bilingual endorsement who is highly qualified. If no internal individual applies, the position shall be filled with an external candidate who holds the appropriate Michigan endorsement(s) who is highly qualified. If no internal or external candidate applies with the appropriate Michigan endorsement(s), then the position will be filled with an internal candidate who is highly qualified and will sign a “District Agreement” to annually provide documentation of coursework completion (6 credits per year) toward obtaining that endorsement.

b. Secondary – Core Content

If there is not, at a minimum, one teacher in the core area with an ESL or bilingual endorsement, the position shall first be filled with an internal applicant with an ESL or bilingual endorsement who is highly qualified. If no internal individual applies, the position shall be filled with an external candidate who holds the appropriate Michigan endorsement(s) and is highly qualified. If no internal or external candidate applies with the appropriate Michigan endorsement, then the position will be filled with an

internal candidate who is highly qualified and will sign a “District Agreement” to annually provide documentation of coursework completion (6 credits per year) toward obtaining that endorsement.

8. Academic Advisor:

Must be a certified teacher, able to work a flexible schedule, days and evenings and possibly at multiple work sites, and have 3 years of successful Academic Advising experience or 5 years teaching in the Adult Education Division or a Master’s Degree in Guidance and Counseling.

9. All Teacher and Ancillary Staff Positions:

Certification, licenses, approvals, permits and/or endorsements as determined by the State.

D. DELETION OF CERTIFICATION (*Please note this may affect HQ status*)

A teacher or ancillary staff who has a minimum of twelve (12) years of seniority may declare himself/herself unavailable for assignment, reassignment or recall to all classes or subjects within an endorsement of the employee's certificate providing such declaration does not result in a new hire or create a part time position. No employee may declare himself/herself unavailable for assignment, reassignment or recall to an endorsement area in which he/she is currently working or last worked. Such declaration of unavailability may be altered each school year but must be done, in writing, to the Human Resources Office on or before January 1 of the school year prior to when the alteration is to become effective. The deletion of certification by an employee may create an adverse affect on the employee’s qualifications. The employee is responsible for being aware of these possibilities.

E. TIMING OF TEACHER AND ANCILLARY STAFF POSTINGS

No later than January 31 of each year, using the Interest Based process, the parties will meet to establish timelines for that year for postings, involuntary transfers and layoff.

1. *Informational Job Fair.* An informational job fair will be held before the first posting. Schools with known vacancies will be encouraged to have representatives. Information concerning curriculum, student body, building policies, school improvement plans, AYP status, bell times and location will be available to interested staff. Attendance at the Job Fair will be voluntary.
2. *First Teacher and Ancillary Staff posting.* At a minimum, this posting will include:
  - a. All of the teacher and ancillary staff positions of any new programs

- b. All known teacher and ancillary staff vacancies created by the resignation or retirement of employees (provided the employee has provided written notice to Human Resources of his or her resignation or retirement).
- c. Positions of all teacher and ancillary staff taking a leave of absence for the following school year and who do not have a right to return to their position and who have notified Human Resources in writing.
- d. All teacher and ancillary staff positions which were not yet posted (created or became vacant after the last applicable posting).
- e. All teacher and ancillary staff vacancies created as a result of the implementation of a facilities plan.
- f. All teacher and ancillary staff positions held by employees on temporary contract, unless a permanent contract employee has a right to return to the position.
- g. All other known teacher and ancillary staff vacancies.

3. *Second Teacher and Ancillary Staff posting.* At a minimum, this posting will include:

- a. All teacher and ancillary staff positions which became vacant as a result of the ancillary staff successfully bidding in the previous posting or the teacher successfully receiving a position from the previous posting.
- b. Any other newly created teacher and ancillary staff vacancies
- c. All known teacher and ancillary staff vacancies created by the resignation or retirement or layoff of teacher and ancillary staff (provided the teacher and ancillary staff has provided written notice to Human Resources of his or her resignation or retirement).
- d. Positions of all teacher and ancillary staff taking a leave of absence for the following school year and who do not have a right to return to their position and who have notified Human Resources in writing.

4. Open Bid/Posting Meeting – Ancillary Staff

After the second posting and after any displacements (Article 9. J. 5) have occurred, an open bid meeting will be held for ancillary staff. This meeting is open to any ancillary staff member who has not yet had one (1) successful bid this year. For those ancillary staff who receive an involuntary transfer, they may attend if by the date of the open bid meeting, they have not yet had two (2) successful bids. At this meeting ancillary staff will be permitted to select

positions for which they are qualified (See Article 9 B & C.) Positions that become available during this process will be immediately posted.

5. Ancillary Staff Assignments

After the last open bid/posting meeting has been completed, Human Resources shall assign all unassigned ancillary staff to vacant positions, based upon the certifications and qualifications of the individual. It is understood that unassigned ancillary staff may be assigned to any position for which they are certified and qualified (see Article 9 B & C). Because the primary criteria for placement must be assigning as many current ancillary staff into positions for which they are certified and qualified (see Article 9 B & C), and having all positions filled in advance of the beginning of the school year, it is understood that Human Resources may not be able to give ancillary staff a choice of positions.

6. If after the last posting there are special circumstances that create more jobs (such as the approval of grant) then Human Resources may offer one additional posting no later than the two weeks before the start of school. At least one week before such a posting occurs, GREA will be notified so that GREA may send an alert to its membership.

F. ANCILLARY STAFF TRANSFER RELATIVE TO QUALIFICATIONS SENIORITY

1. When an ancillary staff vacancy exists, the Board will make every reasonable effort to relocate an ancillary staff at the employee's request. When the applicant(s) is certified by the State of Michigan and meets qualifications as outlined in Article 9, Sections B and C above, individuals will be reassigned. It is acknowledged and supported that student achievement is furthered when the ancillary staff and building/program are committed to the same educational philosophies and strategies. Therefore, the District is encouraged to place as much information as is reasonably possible concerning building/program philosophy or strategy on the job posting so that ancillary staff can make an informed choice about bidding on a position.
2. If a job is filled after the ancillary bidding process and teacher placement is completed, the job will be reposted during the next year. Those who received such an assignment will receive notice from Human Resources that their position will be posted. This notice shall also be copied to the Association. (See Article 12.N).

G. ANCILLARY STAFF TRANSFER/ASSIGNMENT RELATIVE TO RACIAL BALANCE

Deviations from the transfer procedure may occur in accordance with the transfer requirements of Appendix D.

H. ANCILLARY STAFF TRANSFER PROCEDURE

1. Application for an ancillary staff position may be made at any time during the posting period for that position.
2. The ancillary staff must submit the transfer request to Human Resources.

I. VOLUNTARY ANCILLARY STAFF TRANSFERS

1. Human Resources shall post all ancillary staff vacancies.
2. The ancillary staff postings shall be displayed in all buildings, on the District's website and a copy provided to the Association by email or other reasonable method.
3. Postings will be made available every Monday noon with the posting to close as of the end of the business day on the last day of the posting period. Each ancillary staff requesting consideration for a vacancy must submit his/her application for a posted position in writing to the Human Resources Office within the posting period. The District also provides ancillary staff the ability to bid using the District's electronic network.
4. All ancillary staff vacancies shall be filled within ten (10) working days after the close of the posting unless the Association and Board mutually agree to an exception.
5. Beginning the first day of K-12 student instruction and ending the sixth (6th) Friday of the school year, the Board will have a non-posting period for those Adult Education ancillary staff positions which are filled by Adult Education ancillary staff reassigned within the division. However, positions filled by recall or by newly hired employees during this time period will be posted, and involuntary ancillary staff transfers shall be in accordance with Section J. below.
6. Notwithstanding the above, a voluntary ancillary staff transfer may be denied when the employee's immediate past performance evaluation or ongoing performance evaluation is less than effective as reflected on a final or interim evaluation form on record at the time of the bid.
7. When an ancillary staff position is defined as vacant, said position will be posted and filled as set forth in 1. through 6. above.
  - a. An ancillary staff position that is not staffed through the posting/open bid meeting process shall be filled by recall if there is someone on the recall list who meets the requirements of the vacancy.



- b. An ancillary staff position which is filled on paper for the fall and cannot be temporarily filled by recall may be filled by a temporary employee or new hire at the Board's discretion.
  - c. Ancillary staff temporarily placed in a vacancy which has been filled on paper will be considered to be in a temporary placement and shall be given notice of involuntary transfer at the end of the school year.
8. Ancillary staff shall be eligible for no more than one (1) voluntary transfer per year.
9. Ancillary staff who have successfully bid on a position in a building and who may only be assigned on paper shall be considered as part of that new building/program staff for the following fall for the purpose of Section J.1.a.1) below.

J. INVOLUNTARY ANCILLARY STAFF TRANSFERS

1. It is recognized that an involuntary ancillary staff transfer may be necessary at any time for the following reasons. There shall be two types of involuntary transfers.

a. Type A Involuntary Transfer.

In the event it is necessary to accomplish one of the following:

- 1) To reduce an over-staffed building or program in which case the ancillary staff person(s) in the affected building or program with the lowest seniority who is qualified (as outlined in Article 9 B & C) for the program being reduced shall be transferred out of the building or program.
- 2) To close a building or eliminate a program.
- 3) To maintain a racial balance in a particular building or program as set forth in the Federal District Court Order of 1973. (Appendix D)

b. Type B Involuntary Transfer.

In the event it is necessary to accomplish one of the following:

- 1) Ancillary staff does not meet qualifications
- 2) To resolve a personality conflict when both parties agree there is such a conflict.

- 3) An ancillary staff who volunteers for an involuntary transfer shall receive a type B involuntary transfer notice, regardless of the initial reason for the involuntary transfer.

2. Involuntary ancillary staff transfer process.

- a. No later than a date mutually selected by the parties in the process described in Article 9. E, the District shall provide written involuntary transfer notices to all ancillary staff whose jobs are known to be eliminated for the following school year. The list of individuals and ancillary staff positions of those bargaining unit members with seven (7) or less years of seniority will be available at the District office (1331 Franklin SE) and the Association office (3205 Eaglecrest Dr. NE).
- b. In a time period mutually determined by the parties in the process described in Article 9. E., ancillary staff receiving a Type A involuntary transfer notice who have not received a successful bid in the prior postings and who have twelve (12) or more years of seniority shall have the right to notify Human Resources in writing if they wish to exercise their right to displace another as per Article 9 J. 5. They shall also indicate the person/position whom they wish to displace. Ancillary staff may submit multiple requests on the same form, but shall clearly indicate the "priority" order. Human Resources will then begin processing the displacement requests in seniority order. If more than one ancillary staff person with an involuntary transfer notice attempts to displace the same individual, the most senior of those involuntarily transferred will be awarded the position. If the ancillary staff person awarded the position vacates it at a later date, the displaced individual will be offered his/her contractual "right to home" (Article 9 J. 4.). As per Article 9 J. 5., no more than 25% of a particular building or program ancillary staff may be displaced. The exercise of the bump of a less senior ancillary staff shall not preclude the later use of one or both of his/her two rights to bid into subsequently posted positions. As soon as practicable, Human Resources shall notify these ancillary staff of the results of their displacement request. If an ancillary staff who has displaced another under this provision accepts another assignment, the displacement shall be nullified.
- c. For those ancillary staff receiving notice of involuntary transfer after the Spring timeline (as in Article 9. J. 2. a.) but before August 15, the timelines of 2 a. and 2 b. above shall not apply, and all contractual provisions shall apply. In this event, if the ancillary staff person has 12 years or more of seniority and wishes to displace another ancillary staff, she or he must notify Human Resources in writing within fourteen (14) calendar days of the receipt of the involuntary transfer notice.

- d. Ancillary staff receiving notice of involuntary transfer after August 15 shall be assigned to an ancillary staff position, for which they are qualified for the remainder of the school year, and if the person has 12 years or more of seniority and wishes to displace another ancillary staff, she or he must notify Human Resources in writing before the first posting of the spring. The displacement will be effective at the start of the next school year.
3. Second Ancillary Staff Bid. An ancillary staff who receives a type A or B involuntary transfer notice shall have the opportunity to exercise a second successful bid.
4. Right to Home. Any ancillary staff who receives a type A involuntary transfer notice shall maintain the right to return to his/her previous building or program in the event an ancillary staff position for which he/she is qualified is reauthorized prior to or during the subsequent school year. The ancillary staff position will be offered to the employee without posting and will only be posted in the event the ancillary staff chooses not to accept it. An ancillary staff who is offered the right to home after the school year has begun, may accept it, but may choose to remain in his or her present assignment for the remainder of the school year. At the end of the school year, he or she shall be assigned to the ancillary staff position for which he or she had the right to home. This right shall apply to all ancillary staff receiving a Type A notice, regardless of how they were originally placed in the building or program.
5. Displacement. An ancillary staff with twelve (12) or more years of seniority who holds a type A involuntary transfer notice shall have the right to displace any other ancillary staff in the Bargaining Unit having seven (7) or less years of seniority providing the involuntarily transferred ancillary staff possesses the qualifications appropriate to the new assignment. This provision shall take full effect unless, by displacement, twenty-five (25%) of a particular building's and/or program ancillary staff is affected. The seven (7) or less years ancillary staff affected by the displacement may have the choice of lateral movement into an open ancillary staff position within the building and/or program, or become the applicant for the next available ancillary staff vacancy. An ancillary staff may not displace another ancillary staff if the displacement would cause the building or program to come out of racial balance as defined in Appendix D.
6. No ancillary staff, qualified as defined in Section B. above, shall be involuntarily transferred out of a middle school or a high school if it would be possible by rearrangement of existing ancillary staff assignments or schedules within that building/program to cause an involuntary transfer of a lesser senior ancillary staff out of that building.

An ancillary staff grieving an alleged violation of this provision must identify in the grievance the rearrangement of assignments or schedules which it is claimed should have been made.

#### K. ANCILLARY STAFF VACANCY DEFINED

1. For the purpose of this Agreement an ancillary staff vacancy shall be defined as a position for which an employee is required and will be assigned or hired.
2. An ancillary staff position vacant as a result of an approved leave of absence under Article 16, Section D. 4., and Article 17, Sections B. and F., will not be considered as a vacancy and may be filled by a temporarily contracted person.
3. The actual ancillary staff vacancy created as a result of adding ancillary staff or as a result of the fact that an ancillary staff has retired, resigned, died, been discharged, or transferred shall be the vacancy posted.
4. Positions held by ancillary staff laid off in the spring shall not be deemed vacant until after July 1. Ancillary staff positions which are anticipated to be open as a result of a first semester layoff will be posted prior to the start of the second semester.
5. In addition to the requirements as outlined in Sections B. & C. above, posting of elementary ancillary staff positions shall include building and level, posting of secondary ancillary staff positions shall include building and department(s), all other ancillary staff postings shall include building(s) or program(s) of assignment. In bilingual ancillary staff postings, the language will be specified. Where appropriate, ancillary staff postings should include the name and number of a contact person and a description of the school, program and/or position expectations. Prospective applicants are encouraged to contact the school/program administrator and staff to become familiar with the expectations.
6. Building profiles will also be available for employees to review. The profiles will include a cover sheet to each annual report with any additional data such as: bell times, brochure, curriculum, expectations, handbook, school profile, school action plan for learning (SAPL) aka school improvement plan, training, teaming, etc. Two sets of profiles will be maintained for employees to review, one at Human Resources and one at GREA.
7. To provide employees as much information as possible when they bid on positions, all ancillary staff postings shall note if there is someone currently in the position.

#### L. NOTIFICATION OF TEACHER AND ANCILLARY STAFF TRANSFER

The Association shall be informed of all Association member transfers. Said notification will be made monthly.

#### M. EXPERIMENTAL OR PILOT PROGRAMS

Assignments or transfers to pilot or experimental programs (including charter schools) are granted at the discretion of the Superintendent or designee after consultation with the Association designee. Upon completion of the pilot or experimental program (the duration of which will be initially designated by the Superintendent or designee), the terms and conditions of the Collective Bargaining Agreement will then apply. It is understood that the Association may grieve any pilots designated to exceed one year. Either party may demand to bargain over any transition issues.

#### N. UNFILLED ANCILLARY STAFF POSITIONS

In the event there are no applicants for an ancillary staff posted position who meet the requirements of Article 9 B & C, the District shall:

1. first recall an ancillary staff from the appropriate list who meets the requirements of Article 9 B & C.
2. If there is no one on the ancillary staff recall list with these requirements, then the District shall fill the ancillary staff position(s) in one of the following ways (Article 9, Sections B & C shall apply where necessary):
  - a. employ a new hire, or
  - b. seek a full year or emergency permit or temporary or annual authorization from the state to fill the position, the district will first offer the opportunity to accept the position to an employee who has received a type A involuntary transfer notice, or
  - c. seek a full year or emergency permit or temporary or annual authorization from the state to fill the position with a new hire, or
  - d. assign the employee in the system who has the license or approval as required by the State and meets the requirements as outlined in Sections B & C appropriate to the assignment.

#### O. ITINERANT TEACHER AND ANCILLARY STAFF ASSIGNMENTS

The parties agree that, in the event an ancillary staff or teacher's assignment in art, music, p.e., counseling, or social work at any middle school or high school is reduced, the teacher or ancillary staff will have the right to fill out their schedule to the previous level in an elementary itinerant position without bidding (or applying if teacher), if one is available, and it would not cause the displacement of another teacher or ancillary staff. For teachers, the District retains the right to placement. By March 1 of each year, itinerant ancillary staff may submit a statement of written preference for a specific

location(s) to Human Resources and the preference will be considered, along with other factors.

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## ARTICLE 10 –SENIORITY

### LAYOFF AND RECALL (Ancillary Staff)

#### A. SENIORITY

Seniority is defined as length of continuous service in positions represented by the Association.

1. Seniority begins for each employee on the day the employee reports for work as authorized.
2. An employee who as a matter of law has been granted "transferred seniority" (i.e., a Special Education and/or an Adult Education employee whose program has been transferred from another district to Grand Rapids) shall bring with him/her all seniority accrued in his/her previous bargaining unit.
3. Any certified person who begins employment with the Grand Rapids Public Schools in an intern position shall accrue seniority during the internship. (Retroactive only to August 1, 1996.)
4. Seniority shall accrue throughout layoff and both paid and unpaid leaves for the remainder of the school year in which the layoff or leave occurs and the following school year or any segment thereof. An employee on leave through Article 17, Section F., shall continue to accrue seniority throughout the entire leave.
5. A Bargaining Unit employee who accepts a non-bargaining unit position with the District shall, upon return to a Bargaining Unit position, be credited with his/her previous seniority within the Bargaining Unit.
6. An employee working less than full-time shall accrue seniority in the same manner as a full-time employee.
7. An employee working more than the regular year (e.g. 217 Day Program) shall accrue seniority in the same manner as a regular year employee.
8. Seniority shall terminate when:
  - a. the employee resigns.
  - b. the employee is discharged.
  - c. the employee fails to return from layoff or leave of absence.
9. An employee added to the Bargaining Unit as a result of changes made in Article 2 of the 1982-84 Master Agreement shall have a seniority date no earlier than September 7, 1982.

10. Should additional criteria be necessary to break a tie, the following priority will be utilized for teachers and ancillary staff:
- a. The higher seniority date shall be given to the person with the highest total years of service in positions represented by the Association; if this does not break the tie then,
  - b. The highest number of total years of employment for the Grand Rapids Board of Education; if this does not break the tie then,
  - c. The highest number of years teaching in that Division (i.e., Elementary, Secondary, Special Education, Adult Education); if this does not break the tie then,
  - d. The highest total of graduate semester hours on record in Human Resources; if this does not break the tie then,
  - e. The date and time of the letter offering employment into the bargaining unit; if this does not break the tie then,
  - f. The number of days the individual was employed as a substitute prior to hiring into the bargaining unit.

B. LAYOFF (applies to Teachers where indicated)

In the event it becomes necessary through layoff to reduce the number of ancillary staff, the proposed reductions shall be discussed with the Association prior to implementation.

1. The Board shall lay off ancillary staff in reverse order of seniority based solely on District staffing needs in areas of qualification (see Article 9 B & C) and employee's next school year's assignments. The next school year assignment is defined as 50% of the ancillary staff present assignment, as on record in Human Resources. In addition, when there is a need to reduce in any of the following areas, the Board shall layoff ancillary staff only within the affected job category(ies): School Social Workers, School Nurses, School Psychologists, Occupational Therapists, Physical Therapists, and Speech Therapists (or any other ancillary staff).

Because of the inadequate number of bilingual ancillary staff to meet the program needs, an ancillary staff who is bilingual and who is currently working in a position that requires a bilingual employee, shall not be laid-off.

2. Any layoff of a teacher or ancillary staff shall automatically terminate the individual's employment contract and all Board paid benefits allowed therein. Provided the employee pays his/her share of July and August premiums, the



Board shall continue to pay its portion of insurance benefits through August 31 on behalf of a laid off employee who has worked the whole school year. Upon recall (whether to a permanent or temporary assignment), the individual's employment contract and all benefits under this Master Agreement shall be reinstated in full.

3. The Board shall give no less than thirty (30) calendar days' notice before the start of the school year or the start of the 2nd semester to the ancillary staff being laid off (except as specified below in Article 10 B. 4).

In addition, the Board shall give notices no less than 30 calendar days before the beginning of the second trimester to ancillary staff for layoffs at schools with trimester schedules.

4. In conjunction with Article 21, Section A., it is intended that this Article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this Article.
5. Seniority shall continue to accrue through layoff subject only to the limitations of Section A., 4. above.
6. Any Association member who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the District the amount of unemployment compensation, upon the written request of the District. In this case, the Association member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment to the district by September 30.

#### C. ANCILLARY STAFF LAYOFF PROCESS

1. If not hand-delivered before the date mutually selected by the parties in the process described in Article 9. E, written notice of layoff must be certified, return receipt mailed to the affected ancillary staff to their last-known home address by the date determined by the process in Article 9. E.
2. The recall list will be provided to each laid off ancillary staff. A copy of the list will also be provided to the Association.
3. Laid-off employees must complete an Additional Qualifications Form if they would like to be recalled to special education or bilingual positions.

#### D. ANCILLARY STAFF RECALL

The Board will establish a recall in inverse order of layoff.

1. Laid off ancillary staff shall be placed on a single master list which shall provide the opportunity for each ancillary staff to identify the areas for which he/she is qualified and available. The list shall be constructed placing ancillary staff in seniority order and shall note current qualifications as defined in Article 9, Sections B & C.
2. The list will be available at both GREA and Human Resources and will be mailed or hand-delivered to all laid-off ancillary staff with the layoff notice. Additional distribution will be determined by mutual agreement between the Association and the Board.
3. It is the responsibility of the ancillary staff to verify the accuracy of the additional requirements identified on the list and to notify Human Resources in writing, within fourteen (14) calendar days of the date appearing on the list, to correct the list. Proof of additional requirements must be provided by the ancillary staff to Human Resources.
4. Recall of ancillary staff will be based on verified qualified status and seniority. In the event a laid-off ancillary staff later provides verification of additional qualified status at such time he/she will be added, according to seniority, to the newly appropriate area. Should the ancillary staff added to the area, as a result of newly attained qualified status additional requirements, have the greatest seniority in the area, said ancillary staff will be the next individual recalled but will not displace a less senior ancillary staff previously assigned.
5. When recalling ancillary staff, the Board shall attempt to assign them to their previous building/programs if a position for which the ancillary staff is qualified is still vacant, but only if this would not adversely impact the rights of other ancillary staff to be recalled.

An ancillary staff on layoff shall initially be recalled by Human Resources using all telephone and email contact information provided by the employee. It is the ancillary staff's responsibility to provide Human Resources with contact information so that recall can be effected as quickly as possible. If Human Resources is not able to reach the employee for twenty-four (24) hours during the business week, then Human Resources will assign the ancillary staff to the position for which they are qualified per Article 9 B & C.

In the event the ancillary staff accepts recall or is assigned, a letter will be sent to the employee, and a copy of the letter will be sent to the Association office on the same day or will be provided by email. The ancillary staff shall notify Human Resources, in writing, of acceptance within five (5) business days from the date of the postmark. An ancillary staff who does not timely respond shall be sent the same recall letter, marked "final notice," by certified mail and a copy of the letter will be sent to the Association the same day. If the ancillary staff fails to notify Human Resources, in writing, within five (5) business days of the postmark stamped on the certified receipt or if the letter remains unclaimed for

five (5) business days, it shall be exclusively presumed that said employee has terminated all employment with the District.

To eliminate the necessity of formal acceptance within the prescribed time limits above, an ancillary staff on layoff may leave a letter with Human Resources indicating acceptance of a position should one be offered. The letter shall expire when school resumes session.

6. If a laid-off ancillary staff rejects a position (and is qualified for it) and no one else on layoff is qualified for it, then the ancillary staff will be terminated with notice.
7. The ancillary staff list will be divided at the non-probationary and probationary point. No probationary ancillary staff shall be recalled if there is any non-probationary ancillary staff person in any area qualified for the position.
8. No new ancillary staff shall be hired nor shall a temporary contract be entered into while a laid off ancillary staff exists. Exception to this shall be made only when no one on the laid off list has the qualified status, and/or additional requirements (as per Article 9) for the position.
9. An ancillary staff recalled to a position with less time than worked during the previous year shall have the right to refuse such a position without jeopardizing his/her recall rights.

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## ARTICLE 11

### TRANSFER OF EMPLOYEE OUT OF UNIT

#### A. PURPOSE

For the purpose of this Article, a transfer out of unit shall mean a change of position from the unit to a supervisory or administrative position.

#### B. PRESENT EMPLOYEES

It is the Board's policy to transfer, when practicable, from within its present employee ranks.

#### C. APPLICATION

Any employee interested in a full-time administrative or supervisory position may file a written application with the Superintendent.

#### D. ANNOUNCEMENT OF VACANCIES

The Board will, when practicable, publicize any administrative or supervisory vacancy via the Telestaff or, during the summer months, enclose an announcement with the employee's payroll check. For all new positions, the announcements will include a general statement of the qualifications required.

#### E. SENIORITY AND RETURN OF MEMBER RIGHTS

Association members transferring to a position outside of the Association shall have their Association seniority date frozen until such time as they have returned to the Association. Upon return to the Association, staff shall be assigned in accordance with Article 9, if applicable.

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## ARTICLE 12

### WORKING CONDITIONS

#### A. REFERENCE MATERIALS CENTER

The Board shall provide a Teacher Reference Materials Center in each school. In Adult Education there shall be at least one Reference Materials Center. The Instructional Council will confer from time to time for the purpose of selecting materials to be placed in the Teacher Reference Library and Resource Center.

#### B. ROOM CONDITIONS FOR ALL BOARD OF EDUCATION OWNED BUILDINGS

The Board of Education shall provide where not presently available:

1. a desk for each employee with lockable drawer space;
2. A personal, lockable enclosed space for each employee to store coats, overshoes and personal articles;
3. storage space in each classroom for instructional materials;
4. Classroom keys, working key cards, and key to personal lockable space will be assigned by the administrator and signed out by the employee

#### C. TESTING AND EVALUATION

1. Upon request, employees shall administer adopted tests.
2. In selecting tests, preference shall be given to those tests which are machine scorable.

The scoring of machine scorable tests is the responsibility of the administration. The scoring of the non-machine scorable tests is the employee's responsibility.

3. Federal and/or State of Michigan sponsored testing and evaluation programs will be conducted in accordance with their guidelines.

#### D. STUDENT HEALTH SERVICES

The District and the Association recognize that requiring an untrained or hesitant employee to perform student health services is not desirable. Accordingly, the parties agree that, should problems arise regarding the provision of such services by any employee, they will promptly confer in an effort to resolve such problems. In all such cases the parties agree to be guided by the concept that the provision of such services

shall be provided by a volunteer or by a person hired and trained to provide such services.

#### E. SAFETY CONDITIONS

When a room, building or area is judged by authorized, qualified personnel because of its conditions, including temperature, to create a health or safety hazard, the room shall be closed to employees and students until the hazard is corrected. Each employee is encouraged to submit a recommendation to the building administrator concerning the alleged hazard with a description of the potential hazard the condition poses.

Classrooms shall be maintained during regular school hours in non-emergency situations at or above sixty-two degrees (62°) Fahrenheit.

#### F. FLU SHOTS AND HEPATITIS B INOCULATIONS

1. The District will reimburse up to \$10 per year for the cost of the flu shot. The District may schedule times and locations for the inoculations.
2. Reimbursements will be processed after appropriate documentation is submitted to Human Resources. Reimbursements will only be processed within sixty (60) days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business Office.
3. The series of Hepatitis B inoculations will be provided at no expense to the employee provided the employee completes the series. The District may deduct the cost of the inoculations from the employee's paycheck if the employee does not complete the series. The District will cover the cost of the Titer test.

#### G. SUPPLIES

The Board will provide supplies and textbooks and provide supplies and materials with curriculum changes.

#### H. DUPLICATING MATERIALS

The Board shall make available in each school building owned by the Board functional typing, duplicating and copying equipment to aid employees in the preparation of instructional materials.

#### I. TELEPHONE FACILITIES

A telephone shall be made available for professional use in all Board owned buildings and units (see Building/Unit Council, Article 3, Section H.) Such phone shall be placed

in a location conducive to private conversation. Said telephone shall not be located in the principal's/supervisor's office.

## J. DEPARTMENT HEADS

Department heads shall be determined annually by the Board and the position(s) filled according to the following:

1. Recommendation(s) to the building administration of candidates for department head position(s) may be made by the employees in each department.
2. When the assignment is made, the employee selected, and the assignment, shall be identified. Department heads shall be appointed as follows:
  - a. Senior High Schools - English, math, science, social studies, business education, industrial arts, home economics, art, music and foreign language and/or physical education only if the department has at least four (4) full-time equated members. Full-time equated members are calculated by dividing the number of department sections by five (5) for buildings with a six-period day and by six (6) for buildings with a seven-period day.
  - b. Middle Schools - English, math, science and social studies only if the department has at least four (4) full-time equated members. Full-time equated members are calculated by dividing the number of department sections by five (5). If there are fewer in any department, math-science and/or social studies-English will be combined and a department head will be appointed for the combination even if the minimum of four (4) is not reached.
  - c. Department heads shall not be appointed to other extra compensation position(s) when there will be a conflict of duties or responsibilities.
3. Duties
  - a. General Functions
    - 1) Coordinate departmental purchase and supply requests.
    - 2) Maintain an inventory of departmental materials including equipment and supplies as directed by the subject supervisor (inventory to be taken biannually maximum).
    - 3) Attend department head meetings as arranged by the principal and/or subject supervisor. Department heads will spend a reasonable amount of additional after-school time for this assignment.

- 4) Coordination of department multi-media instructional materials and equipment.

b. Coordination Functions

- 1) Lead departmental curriculum studies and experimentation.
- 2) Plan and implement an in-service training program for teachers in the department at the building level and city-wide in conjunction with the supervisor and other department heads.
- 3) Interpret the curriculum to the building staff and the school community.
- 4) Acquaint the building staff with current materials and methods.

c. Other Functions (Senior High Only)

- 1) Coordinate department staff, facilities and scheduling of classes.
- 2) Visit departmental classrooms and provide teacher observation when released time is available. Building administrators will arrange released time for department heads as needed for the purpose of classroom visitations and teacher observations.
- 3) Interpret curriculum to feeder schools.

4. Department Head Reimbursement

a. Senior High

- 1) Three percent (3%) of BA base plus fifty dollars (\$50.00) times the number of full-time equated teachers in the department.
- 2) Released time of one (1) hour if the number of equated employees is ten (10) or more. A department head with released time shall also be responsible for additional city-wide responsibilities.

b. Middle School - Two percent (2%) of BA base plus twenty-five dollars (\$25.00) times the number of full-time equated employees in the department.

c. The rate of pay shall be determined as of the fourth (4th) Friday and remain constant throughout the year.



5. Any department head who is desirous of retaining the department head assignment and who is not being recommended to continue such assignment for the next year shall have the privilege to:
  - a. discuss this matter with the principal.
  - b. discuss such action with the principal together with the appropriate administrator.

The administrator's decision shall be final. That decision shall be given, in writing, to the department head.

## K. HOURS AND ASSIGNMENTS

### 1. General

- a. Each employee recognizes his/her contractual responsibility to attend conferences and/or meetings specified in this agreement.
- b. Employees shall have access to their classrooms or work area at least ten (10) days prior to the scheduled start of school.
- c. The administrator shall provide to each employee access either to his/her classroom or a work area during preparation time.
- d. The administration and association shall produce and annually distribute a mutually agreed upon hours document.

### 2. Elementary Schools

- a. For the purposes of this agreement, an elementary school is defined as a pre-K, K-5, K-6, K-7, or K-8 building.
- b. The teacher shall be in his/her building 15 minutes before, and respective classroom five (5) minutes before, his/her first student responsibility at the beginning of the school day and be at his/her place of assignment at the beginning of the p.m. session. The teacher shall remain on duty after student dismissal to insure appropriate professional responsibilities (including provisions for the safe departure of students) are fulfilled. In common practice, this requires remaining at school approximately fifteen (15) minutes after the last student responsibility.
- c. School hours for elementary students shall be as follows:

FULL DAYS: 9:00 A.M. – 12:06 A.M. AND 12:46 P.M. – 3:51 P.M.

HALF DAYS: 9:00 A.M. – 11:43 A.M.

- d. School hours may vary according to transportation schedules. However, in no event shall the total time be greater than in c. above.
- e. Planning Time
- 1) To enhance student education, the Board will provide elementary teachers (art, music, phys. ed., reading, science, or other areas) to continue the resultant teacher planning time at the 1999-2000 levels (i.e., an equivalent of 95 minutes per week). Classroom teachers are not required to be present in the classroom after the 1<sup>st</sup> session at the beginning of the school year, but are expected to use the time for preparation and planning. It is understood that the District may provide substitute teachers or other methods to satisfy the above requirement.
  - 2) When a teacher loses the planning time described in e.1) above, as a result of the Board's inability to provide a substitute, the teacher will be compensated at either the rate specified in Appendix C, 7. a, or compensatory time.
  - 3) The District will provide 180 minutes elementary planning time each full month of school for elementary classroom teachers (including art, music and PE itinerants), using substitute services. These 180 minutes are in addition to the 95 minutes already provided for elementary teachers. During partial months, this additional time will be prorated.

The identified elementary classroom teachers will have the option of scheduling this additional 180 minutes in one of the following ways:

- Schedule time once per month, or
- Schedule time every other week, or
- Schedule the time after school and receive additional compensation from the District at the rate of \$14.17 (to be increased if other hourly rates are increased) per 60 minutes, or
- Submit another option for approval that does not exceed the cost of a substitute for 180 minutes.

For planning purposes, the employees need to notify the appropriate building administrator & the Association office of the option they have selected by the first Friday of each school year (parties will agree on an alternate date if this is initiated during a

school year). The building administrator will work with the teacher to schedule their option for the 180 minutes of planning time in a manner that is efficient for school operations.

f. Employee Breaks

- 1) Each elementary employee, including elementary art, music, physical education, science, reading, and other teachers, shall have a duty free break not to exceed fifteen (15) minutes each morning and afternoon. These breaks shall be provided following the first forty-five (45) minutes of the instructional sessions and before the forty-five (45) minutes prior to completion of the instructional sessions.
  - 2) Each elementary principal and employee staff will develop a plan to cover breaks on a rotating basis with all employees routinely assigned to that building. Duty assignments shall be shared equitably by all employees. However, an art, music or physical education teacher shall not be required to perform rotating duty at more than one building.
  - 3) If an elementary classroom teacher has supervision responsibility during the morning session, he/she will not receive a break if released that session for art, music, or physical education. If an elementary classroom teacher has supervision responsibility during the afternoon session, he/she will not receive a break if released that session for art, music, or physical education.
  - 4) If a teacher on rotating duty has not received a fifteen (15) minute duty free break, and it is not feasible to schedule a break, he/she will be provided compensatory time or payment.
- g. An elementary art, music, reading, science or physical education teacher assigned to an elementary building will not be scheduled for more student contact time per day/week than the average of the regular classroom teachers assigned to that building.
- h. Each employee shall have a forty (40) minute duty-free lunch period.
- i. Elementary Preparation - An elementary teacher shall not be required to make more than ten (10) different daily preparations from the following subject areas: reading, math, English, spelling, handwriting, science and social studies. For this purpose, a preparation is defined as a planned structure for teaching children who are grouped together for instruction.
- j. Elementary art, music, or physical education teachers who are also assigned to grades 7 and/or 8 as a part of their elementary assignment

shall remain under the same schedule requirements listed above for all elementary art, music, and physical education teachers.

### 3. Secondary Schools

The hours in the secondary schools shall be determined by the Board upon recommendation of the Superintendent. The function of a classroom teacher includes scheduled instruction and/or equivalent alternate duty, and preparation. Therefore, the following duty time schedule for all classroom teachers in these schools shall be observed:

- a. For the purposes of this agreement, a Secondary school is defined as a building that is neither an elementary building (Article 12, K, 2, a), nor an adult education site (Article 12, K, 6)
- b. A classroom teacher shall be in his/her building fifteen (15) minutes before his/her first responsibility and in his/her respective room ten (10) minutes before his/her first pupil responsibility. The teacher shall remain in his/her room ten (10) minutes after his/her last pupil responsibility, in the building fifteen (15) minutes after his/her last responsibility.
- c. A classroom teacher shall be on duty a total of no more than three hundred seventy three (373) minutes per day, one hundred eighty-four (184) minutes per half day, and one thousand eight hundred sixty-five (1865) minutes per week for instruction and/or alternate assignment, preparation and pupil conference time. *See GREA Hours and Professional Development Schedule.*
- d. A classroom teacher shall have and use a minimum two hundred seventy-five (275) minutes per week for preparation activities related to planning and execution of the classroom assignment.
- e. Alternate Duties - Any teacher assigned less than one thousand three hundred seventy-five (1375) minutes of teaching assignment shall accept other duties (including substitute teaching) to complete the duties as outlined in a. above. Typically this duty will be classroom teaching; however, other duties such as study hall supervision, noon duty, etc., may be substituted upon mutual agreement of the principal and teacher with the approval of the Administrator of Secondary Schools.
- f. Class Preparation - No teacher shall have more than three (3) separate preparations a day with the exception of a teacher who is teaching special education classes. Nothing shall prevent any teacher, upon mutual agreement of the teacher and principal, from accepting an additional preparation.

g. Secondary teachers shall receive a 25 minute duty-free lunch.

#### 4. Academic Extra Compensation and Hours

- a. Each employee who receives academic extra compensation (Appendix C, Section 6., a. consultants, special education, media) shall normally work an eight and one-half (8 1/2) hour day with one (1) hour for lunch (8:00 a.m. to 4:30 p.m.). The above times may be altered by mutual agreement between the employee and his/her immediate supervisor provided the total working time does not exceed seven and one-half (7 1/2) hours.
- b. Each employee who receives academic extra compensation (Appendix C, Section 6., b. secondary counselor/elementary guidance specialist, c. elementary team leader, and d. school psychologist) shall normally work an eight (8) hour day with one (1) hour for lunch (e.g., 8:00 a.m. to 4:00 p.m.). The above times may be altered by mutual agreement between the employee and his/her immediate supervisor, provided the total working time does not exceed seven (7) hours.
- c. Each employee who does not receive extra compensation will work the same hours as classroom teachers with the exception of nurses, librarians, audiologists, instructional coaches, interventionists, media persons and Adult Education employees. These employees shall have a normal work day of 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch. These times may be altered by mutual agreement between the employee and his/her immediate supervisor providing the assignment reflects a seven (7) hour day.
- d. Whenever a new position is created that is not a regular classroom teaching position or a position already named in the recognition clause, the district and the Association will meet to negotiate if the position is to be considered a consultant position.

#### 5. Special Education Hours

Each full-time employee working in a special education facility shall work a seven (7) hour day. Within that day, five (5) hours and fifteen (15) minutes shall be instruction time. The remaining one (1) hour and forty-five (45) minutes shall be divided by the administration between duty free break(s), duty free lunch and/or preparation time. Preparation time will be on site, unless changed by mutual agreement with the immediate supervisor, and the scheduling of assignment related activities within that time will be at the discretion of the employee.

## 6. Itinerant Employees

- a. Each employee who works in two (2) or more buildings or programs shall have one (1) supervisor.
- b. The itinerant employee shall have all matters which may result in scheduling conflicts between buildings and/or programs resolved by that supervisor.
- c. The itinerant employee shall, if requested, supply to the building principal(s) a weekly work schedule.
- d. The itinerant employee may be required by his/her supervisor to revise or alter his/her schedule from the hours normally worked by the classroom teachers in the building(s) he/she provides services. However, the overall length of his/her work day shall not exceed the length of the division to which he/she is assigned.

## 7. Adult Education Workload

- a. The maximum workload for Adult Education employees shall not exceed twenty-five and a half (25.5) instructional hours per week including travel time.
- b. Each employee assigned to Adult Education may be required to attend up to two (2) days in-service before the contract begins. Each employee will be paid for the in-service according to Appendix C., Section 8., c.

Each employee may be involved in recruitment activities including, but not limited to, door-to-door recruitment, phone calls, letter writing, contacting agencies, industries and other recruitment duties as assigned. These activities shall be compensated at the Appendix C, section 8., b. rate in addition to his/her contract rate, provided the hours worked are beyond the contract week and/or contract year.

## 8. Employee Meetings

- a. Each employee may be required to attend meetings as described in Appendix A.

There are no second Monday meetings, except those specified on the calendar.

In the Adult Education division, the first (1st), third (3rd) and fourth (4th) Monday meetings may be scheduled on any day of the week (Monday through Thursday) on which the majority of the employees of a given

program or building are scheduled for work. This day shall be established by the fourth (4th) week of each semester and shall remain constant for each semester. Adult Education city-wide meetings may be scheduled on days other than the rest of the District by mutual agreement between the GREA and the District.

- b. Each employee, unless excused by the administration, shall attend each scheduled staff meeting. It is recognized that unexcused absences may fall under the employee discipline provisions of this Agreement. The time obligation for a part time employee shall be prorated according to the assignment. However, job share employees are covered by Article 12. S.
- c. Employees acknowledge that in an emergency situation, a short (15 minute maximum) meeting may be called immediately following student dismissal. Additionally, the Tuesday after Labor Day and the Tuesday following Martin Luther King Jr. Day may be used as the appropriate Monday.

#### 9. Employee Participation in Evening Functions

The building principal or his/her designee will schedule five (5) after school or evening functions during the school year. One of these functions shall be the first P.T.A. or Open House each year. Each employee not attending the above events may be penalized one one-thousandth (1/1000) of the BA, Step One, salary for each function missed. Employees will be given a one-month notice of activities they are expected to attend.

#### 10. Travel Time

Time shall be allowed for each employee required to travel between buildings. Such travel is not to be considered part of regular released time or lunch period.

#### L. LUNCH PERIOD

Each employee is permitted to leave his/her school building during his/her duty-free lunch period.

#### M. PARENT-EMPLOYEE CONFERENCE

- 1. There shall be some released time for parent-employee conferences (see Appendix A).
- 2. Based on need as determined by the principal, upon the recommendation(s) of the individual kindergarten teacher(s), a substitute teacher will be provided to allow additional time for the kindergarten teacher(s) to have parent-employee conferences.

## N. ANCILLARY STAFF JOB ASSIGNMENT

Written notice of a successful bid into an ancillary staff position shall constitute the assignment letter. Ancillary staff who have not been laid-off, involuntarily transferred, or who have not bid out of the building/program, shall not receive additional written notice of assignment from Human Resources. Principals and supervisors shall provide ancillary staff specific notification of assignment no later than August 1<sup>st</sup> of each year.

If an ancillary staff job is filled after the bidding process is completed, the job will be reposted during the next year. Those ancillary staff who received such an assignment will receive notice from Human Resources that their position will be posted. This notice shall also be copied to the Association.

## O. PLAN BOOK

Each classroom teacher must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for one (1) day in advance. Such plan books must be available in the building at all times during the school year. Each Adult Education employee shall file his/her plans with the program director. However, if the program director supervises more than one (1) site, the employee shall file his/her plans in a place so designated by the supervisor which is at the employee's normal work site. It is expressly understood that the employee's plans are his/her property and, as such, no principal/ supervisor shall permanently retain any employee's plans.

## P. SUMMER SCHOOL

1. Compensation for summer school shall be determined by the Superintendent or designee, but shall be no less than \$25.00 per hour. The rate paid shall be the rate on the posting; no contrary or oral agreements to the contrary shall be valid.
2. Ancillary Staff Selection
  - a. Summer school ancillary staff positions shall be posted no later than the last week of the regular school year. It is understood that classes may be canceled due to lack of enrollment.
  - b. The Superintendent or designee shall determine who to hire into summer school positions.

## Q. CLASS SIZE

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



the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. The number of students a teacher is required to instruct may be an important aspect of an effective educational program and the parties agree that class size should meet the following guidelines except in physical education, band, and vocal music.

2. It is agreed that the following individual class sizes should be:

|                       |             |
|-----------------------|-------------|
| Pre-K-Readiness ..... | 20 students |
| K-2.....              | 25 students |
| 3-6 .....             | 27 students |
| 7-12 .....            | 29 students |

When schools are over utilized, they will be closed to transfer students as provided in Board Policy 5119.1.

- a. All students identified as handicapped by an individualized education planning committee (IEPC) and integrated into a regular classroom shall receive services in the specific handicap as stated in the IEPC.
  - b. School social workers' caseloads should not exceed one (1) school social worker to seventy-five (75) assigned students.
  - c. School psychologists' caseloads should be distributed equitably among all school psychologists based on an overall ratio of one (1) school psychologist to every one hundred twenty-five (125) students identified as LD, EI, CI, ECSE, AI, POHI, SCI, MCI, HI, VI, or SXI.
3. Whenever a teacher's class size is greater than the above and a teacher believes that the needs of the students are not being adequately met because of the class size, that teacher may, after the first ten (10) days of the school year, request relief following the procedure described below:
- a. The teacher shall communicate, in writing, with his/her immediate supervisor the relief sought and attempt to resolve the matter.
  - b. If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall notify the appropriate administrator. The administrator shall immediately acknowledge receipt of the request.
  - c. The administrator shall attempt to resolve the alleged adverse conditions within five (5) working days after receipt of written request.
  - d. In reviewing a class size problem, the administrator shall consider the following:

- 1) Number of students in each class
- 2) Number of classes being taught by the teacher
- 3) Number of at risk students
- 4) Size of classroom or facility
- 5) Combination classes
- 6) Number of students mainstreamed and type and degree of disability
- 7) Instructional materials and equipment available
- 8) Nature of subject and skills taught, i.e., basic or enrichment
- 9) Availability of instructional support staff

e. The administrator shall report to the teacher a solution from the alternatives listed below:

- 1) Assignment of a professional
- 2) Reassignment of a student(s)
- 3) Assignment of a paraprofessional
- 4) Provide substitute teacher time to provide the teacher with additional planning time
- 5) Relieve teacher of other professional duties or responsibilities
- 6) Purchase additional equipment and/or technology
- 7) Purchase additional materials
- 8) Any other mutually acceptable solution

f. In the event the teacher is not satisfied with the decision, he/she may appeal the decision of the administrator to the Executive Director of Human Resources or designee.

g. Within five (5) working days following receipt of the teacher's appeal, the Executive Director of Human Resources, the Chief Financial Officer and the Chief Academic Officer or designee will meet with the affected teacher and his/her Association representative and the administrator to hear and consider the appeal.

Within three (3) working days following the above meeting, the Administrative Team shall render their decision. The Administrative Team may implement a solution from e. 1) through 8) above or another solution.

h. Nothing shall prevent any employee, upon mutual written agreement of the employee and the immediate supervisor, from accepting additional students.

4. This Section (Article 12, Section Q.) is subject to the grievance procedure, and the issue will be dealt with as a Type A grievance (only processed through Level Two of the Grievance Procedure.)

5. The parties hereby establish a joint committee known as the Joint Workload Review Committee. (See also Appendix C, Section 7., c. and Article 7, Section C.)

R. COMPENSATORY PAYMENT

1. When an employee is requested by his/her immediate supervisor and agrees to work hours longer than those to which he/she is regularly obligated by this Agreement, compensatory payment or time shall be granted as determined by the immediate supervisor.
2. If compensatory payment is approved by the supervisor, the employee will be paid as applicable in Appendix C, Section 7.
3. Accrual of approved time for payroll purposes will be on an hourly basis rounded to the nearest quarter hour.
4. Accrual of approved compensatory time will be on an hour for hour basis rounded to the nearest quarter hour.
5. Compensatory payment/time will not be authorized for:
  - a. routine lesson plan development and grading of papers,
  - b. attending IEPC meetings, or
  - c. parent contacts and/or parent conferences.
6. All compensatory time must be recorded on a standard form which differentiates between hours of supervision and instruction.
7. Compensatory time must be used in the year in which it is earned, except that a maximum of twelve (12) hours may be reserved and transferred to the next school year.
8. Hours in excess of twelve (12) are to be paid off at the established rate in the then applicable Collective Bargaining Agreement. Payment will be made not later than June 30th of the current school year.
9. The restrictions established in Article 17, Section C., 1.e. shall not apply to compensatory time.
10. In the event of a transfer from one building to another, the compensatory time accumulated shall follow the employee.

S. SHARED POSITION

1. Two (2) employees may agree to share one (1) full-time position with the approval of the principal or supervisor. In the event the principal or supervisor denies the job share request, and the employee(s) believe the permission was unreasonably denied, the employee(s) may appeal the decision to Human Resources. The decision of Human Resources is not subject to the grievance process.
2. Salary will be prorated to equal the percentage of contract worked.
3. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available.
4. The participating employees must agree to share a position for the duration of the school year.
5. A leave of absence without pay shall not be available to one (1) employee unless: (1) the other employee agrees to assume the position full-time, or, (2) an acceptable alternative is available, or, (3) the employee is disabled.
6. Both employees agree to participate fully in required activities such as evening functions (Article 12, Section K., 9.) and parent-employee conferences. One (1) of the employees will be present at all required staff meetings. The supervisor and the employees will submit in the written job share agreement, their mutual understanding of how the following will be handled: staff meetings, staff planning or training time, absences (i.e., will one sub for the other).
7. Both employees will be allowed insurance coverage pursuant to Article 14, Section G.

T. SUBCONTRACTING

The duties of any Association member or the responsibilities of any position covered by this Agreement shall not be transferred to a person(s) not covered by this Agreement with the exceptions noted in Article 20, Section A., 3.

1. It is agreed that a less than full-time Association member will be utilized only as a last resort (with the exception of those employees who voluntarily agree to job share as per Section T above), and whenever work assigned to part time staff can be consolidated in full-time position(s) that shall be done.
2. Prior to the assignment of any Association work to a person(s) outside the unit, this work will be offered to Association members as follows:

- a. An Association member who is under-utilized (i.e., does not have what is considered a full schedule of classes) and whose schedule will permit the addition of the work. Ancillary staff will be called in order of seniority.
  - b. An Association member who is appropriately qualified but on layoff. The refusal of a work load less than that which the employee had at the time of layoff shall not constitute grounds for loss of recall rights.
3. No employee covered by this Agreement shall be required to perform work which has been historically reserved exclusively for other bargaining units (except for the paraprofessional unit) except in emergencies, to prevent the disruption of instruction to students, or to preserve the health, safety and welfare of students, parent and/or professional colleagues.
4. Association members will not be substituted for or replaced either in whole, or in part, by an intern.
5. For an assignment in Adult Education outside the limits of the Grand Rapids School District, the Board may deviate from the requirements of 2. above with notification to the Association.

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## ARTICLE 13

### EMPLOYEE PROTECTION

#### A. CONTROL AND DISCIPLINE

Employees are principally responsible for the discipline and order of students under their supervision and in their building. An employee complying with Board rules and regulations and acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be supported and assisted by the Board. Employees and the Board are responsible for the enforcement of school regulations, rules and policies. Therefore, in all cases, the employee and the administration shall follow the established disciplinary process including the Uniform Discipline Code. Whenever it appears to the employee that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation may be submitted to the administration and they shall take appropriate action.

#### B. PUPIL REMOVAL

1. A teacher may remove a pupil(s) from class to a place designated by the administrator when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student an intolerable detriment to the learning environment. In such cases, the teacher will furnish the principal as soon as reasonably possible the full particulars of the incident in writing. In such cases, the principal will communicate his/her action, if any, to the teacher in writing as soon as reasonably possible. If such communication does not occur, the teacher may contact the appropriate divisional Executive Director about the lack of communication. The Executive Director's decision concerning the communication shall be final and not subject to grievance. State Law will be followed.
2. A teacher may recommend to the principal or designee suspension and/or exclusion of such pupil(s) from his/her classroom or the teacher may exercise his/her right under the state "snap suspension" law to remove the student from his/her class for the remainder of the day. In the event the teacher uses the "snap suspension" law, he/she must follow both District policy and the school code provisions regarding "snap suspensions."

#### C. ASSAULT

If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the Board or its representative. Complete incident reports will be sent to the security office by administration as soon as reasonably possible. The Board shall provide legal counsel

to the employee in connection with handling of such incident by law enforcement and judicial authorities.

#### D. PHYSICAL ASSAULT OR INJURY INFLICTED BY A STUDENT

1. If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the District representative.
2. An employee, who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for a work related injury, including completing the Employee Injury Report.
3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including but not limited to colds, flu, conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between that sum and the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in this Agreement.

#### E. PROPERTY DAMAGE

In case of the destruction of the employee's property by a student(s) while an employee is acting in the line of duty and while the student(s) is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, watches and/or jewelry (maximum reimbursement for watches and/or jewelry \$200), prosthetic devices (e.g. hearing aides), the District shall reimburse the employee for reasonable and customary loss after the employee has appropriately completed an incident report and submitted documents to support reimbursement, and the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor in which such damage occurred. The District will not reimburse for loss of jewelry.

**F. AUTOMOBILE VANDALISM AND/OR THEFT**

Reimbursement to employees for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

1. The employee is acting in the line of duty during his/her regular assignment when such loss occurs, and the automobile is parked in the designated area, as assigned by the building administrator or supervisor, or the employee is transporting students at the request of the District, and loss more likely than not occurred as a result of an action taken by a student or students.
2. The district will pay a maximum of \$250 per incident or the cost of the repair, whichever is less, pending confirmation of repair.
3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
4. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
5. The damage was properly reported to the employee's supervisor immediately after the discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the building principal or the immediate supervisor.
6. The employee signs the claim form stating the damage and/or loss was, to the best of his/her knowledge, done while he/she was acting in the line of duty, and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.
7. At least two (2) estimates from reputable local businesses shall be attached.
8. All reimbursement requests must be submitted within 60 days of payment for the damage.

**G. COMPLAINT ABOUT AN EMPLOYEE**

1. Any complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall promptly be called to that employee's attention.
2. An employee being investigated by the Board shall be informed, before being asked any questions and before being requested to produce any information,



that anything he/she says may be used against him/her in relation to his/her employment.

If the investigation involves allegations of a criminal nature, the employee shall be informed that anything he/she says can be used in relation to criminal charges and in a court of law.

The employee being investigated shall be informed of his/her right to representation.

3. When an investigation is complete the employee shall be informed of the results of the investigation.

#### H. PROFESSIONAL BEHAVIOR

Abuses of sick leave or other leaves, chronic tardiness or absence, and other deficiencies in professional behavior reflect adversely upon the professionalism of district teachers and professional staff. If, after warning(s) in writing (copies initially retained by the administrator or supervisor), such deficiencies continue, the Board may institute discipline and/or evaluation procedures which may result in the employee's dismissal. Nothing in this section precludes the Board from initiating a written reprimand or more severe discipline when warranted by just cause (for ancillary staff) or as long as such discipline shall not be arbitrary or capricious (for teachers).

#### I. STAFF REPRIMAND

1. No ancillary staff employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement without just cause. Information forming the basis for the reduction of benefits provided in this Agreement will be available to the employee and the Association. Employees with temporary contracts are not subject to just cause standards or due process and may be terminated at any time for any reason.
2. Before placing a written reprimand in an ancillary staff or teacher's personnel file, the administrator making the reprimand shall:
  - a. present the ancillary staff being reprimanded a copy of the reprimand.
  - b. give the ancillary staff an opportunity to have an Association representative hear the reasons for the reprimand.
  - c. require the ancillary staff to sign the original which indicates only that the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance or approval of the reprimand but is a verification that the employee is aware the reprimand is in his/her permanent file. The employee shall receive a copy at the time of signing.

## J. PERSONNEL FILE

1. An employee shall at all times have access to his/her personnel file which shall be maintained at the Board's main office. This file shall be the single and exclusive personnel file maintained with respect to each employee.
2. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue.

## K. FREEDOM OF INFORMATION ACT

1. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
3. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:
  - a. race
  - b. unlisted telephone number(s)
  - c. personal insurance information
  - d. social security number(s)
  - e. bank account information
  - f. credit union information
  - g. medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
  - h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
  - i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the

- allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)
- j. documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
  - k. any disciplinary information more than four (4) years old, unless the disclosure is required by law
  - l. any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
  - m. student records or references to specific students as required by FERPA
  - n. evidence concerning authorization to work in the U.S.
  - o. employer references, as required under Bullard-Plawecki
  - p. educational transcripts
  - q. criminal history checks including fingerprints
  - r. documents pertaining to current litigation involving the requesting party
  - s. privileged attorney communications, opinions, work products
  - t. home address
4. Furthermore, the Board agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the Employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at Human Resources, but not yet converted to microfiche, shall be considered to be a part of the personnel file.
5. The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this Agreement or any provision of the contract that conflicts with the court's opinion.

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## ARTICLE 14

### COMPENSATION AND BENEFITS

#### A. SCHOOL CALENDARS

1. The salary schedule shall be based on teaching hours and workloads as spelled out in this Agreement and shall comply with the school calendar as shown in Appendix A. The scheduled minutes per day of student instruction shall be calculated each year by dividing the state-required hours of instruction by the number of instructional minutes and dividing by the number of instructional days. To equalize kindergarten times and because of secondary half-days, if the result above is an uneven number, the needed time will be added to make the time even.
2. Ken-O-Sha Home Community Calendar. This calendar and all agreements pertaining to it are in Appendix F.
3. Elementary Alternative Year Calendar. This calendar and all agreements pertaining to it are in Appendix F.
4. Professional Development/School or Program Improvement and Collaborative Planning Time.

To meet the state mandate for five (5) professional development days and the state-required scheduled hours of student instruction, the following is agreed:

- a. The training time provided for each school year will be set forth in the calendar negotiated by the District and the Association. The Parties agree to negotiate the calendar by April 15 of each year.
- b. Attendance. Schools or staff members who do not arrange for use of the professional development time or who do not complete their professional development time during the school year must complete the required time before the end of the school year. All employees are expected to work all of the time described above. If an employee does not work on these days, he/she will be docked at his/her daily rate of pay, unless that employee is absent due to a pre-approved paid leave. (The District will use the overpayment procedure.) Compensatory time, personal business days, etc. will not be approved for these days. Any exceptions must be authorized in writing by the Superintendent or designee.
- c. Building Adjusting Bell Time/Instructional Week – The work day/work week described otherwise in this Collective Bargaining Agreement shall be adjusted as necessary to meet state requirements. For each school year, the student scheduled instructional day shall be determined

through calendar bargaining each year. Buildings or programs may apply to have an alternate weekly schedule (for example four longer days per week and one shorter one) using the contract waiver process subject to the following:

- 1) A written plan must be submitted to Human Resources and GREA no later than March 31 of the prior year.
- 2) It must describe the exact schedule and rearrangement of time.
- 3) Unless it is a continuation of an existing waiver it must demonstrate parental support through a survey.
- 4) There must have been an affirmative 2/3 secret ballot vote of the affected GREA staff and administrators.
- 5) Before submission to Human Resources, It must be signed by the principal and GREA building representative.

## B. SALARY SCHEDULES

1. The salaries of employees covered by this Agreement are set forth in Appendix B.
2. The salaries for extra-curricular activities and additional assignments are as set forth in Appendix C.
3. Overpayment/underpayment - The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be made based upon the amount overpaid or underpaid over the past three (3) years. In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through payroll deduction, for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.
4. Wage and Fringe Benefits Designee

In the case of death of an employee, the District is required to follow wage and hour and probate laws regarding disbursement of all owed wages and fringe benefits. Pursuant to Section 3 of the Wage and Fringe Benefits Act, MCL 408.480, the employee may designate someone to receive such payments.

Designee forms must be signed and on file in Human Resources. The employee designation may be cancelled or changed only by filling out a new form with Human Resources.

5. If Congress enacts legislation suspending FICA payments during the life of this Agreement, the parties shall meet to negotiate the impact.

#### C. PAY PERIOD

Each employee shall be paid bi-weekly, beginning in September, by twenty one (21) or twenty-six (26) equal payments per year, as selected by the employee. Notice of a change in selection from twenty one (21) to twenty-six (26) pays or from twenty-six (26) to twenty one (21) pays must be made in writing to Human Resources by August 15 of the year it is to take effect. In no event will any change be made without expressed employee authorization. New employees will be offered the option of twenty one (21) or twenty-six (26) pays at the time of employment. If there is a deduction for a program the employee is buying, the deduction shall be prorated over twenty one (21) or twenty-six (26) pays as appropriate. See Appendix A or Appendix N for the schedule of pay periods.

#### D. EXTRA-CURRICULAR ASSIGNMENTS

1. Payment for an extra-curricular assignment(s), other than athletics, that commences before the regular school year shall begin with the first (1st) paycheck and be evenly distributed among the remaining pay periods.
2. Payment for an extra-curricular assignment(s), other than athletics, that is made at the beginning of the school year but which duties commence after the beginning of the regular school year shall begin no later than the third (3rd) paycheck and be evenly distributed among the remaining pay periods.
3. Payment for an extra-curricular assignment(s), other than athletics, made after the school year has started shall begin as soon as practicable and be evenly distributed among the remaining pay periods.
4. Payment for an athletic extra-curricular assignment(s) (Appendix C., Sections 2, 3., and 4.) shall begin at the commencement of the designated season and shall be paid in full in equal installments over the course of the designated season with the following ending dates:
  - Fall - December 31;
  - Winter - March 31;
  - Spring - June 30.

## E. SUBSTITUTE TEACHING

Each employee who is requested by his/her immediate supervisor and agrees to substitute during his/her preparation period will receive compensation at the rate provided in Appendix C, Section 7. or shall accrue compensatory time as outlined in Article 12, Section R.

## F. RATE OF PAY FOR WEEKS WORKED BEYOND REGULAR SCHOOL YEAR

Any employee required by the administration to work in his/her regular assignment before the school year or during the school year vacation periods or beyond the school year shall be compensated at the rate of two percent (2%) of his/her regular school year salary per one (1) full week (5 days) of work. Compensation for weeks worked prior to the start of a new school year shall be at the new rate.

## G. INSURANCE BENEFITS

### 1. General Provisions

a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of medical premiums.

b. The minimum insurance payment for medical premium by the Board shall be: [see also G.2.a.(4) & (5).]

single person coverage: \$5,500  
member-spouse coverage: \$11,000  
family coverage: \$15,000

c. The annual amount shall be prorated for late start and early termination members

d. In the case of non-medical premiums, the Board shall pay the entire premium effective upon ratification and execution and shall not under any circumstances require the Board to provide the described benefits.

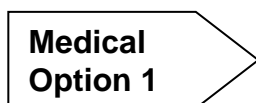
e. The Parties agree to meet annually on or before July 1<sup>st</sup> of each year beginning with the 2013-2014 year to discuss the possibility of calculating a percentage of premium to be paid by individual members. The description of benefits in this Agreement are general only and shall be superseded by and controlled by the terms of the applicable insurance policy or plan.

(1) For the 2012-2013 school year, the annual amounts are as described in G.1.a. and shall be prorated for an effective date of September 1, 2012.

- (2) Subject to the provisions of G.2.a.(4) & (5), beginning on July 1, 2013 for the 2013-2014 school year, the annual amounts are as described in G.1.a.
- (3) Beginning on July 1, 2014 for the 2014-2015 school year the annual amounts are as described in G.1.a, G.2.a.(4) & (5) unless the parties otherwise agree.

2. Insurance Benefits Plan

a. PAK A



(1) Choices II (\$200/\$400 deductible)

(a). Medical = MESSA Choices II, Saver Rx (\$10/\$40), XVA2 Rider.

\$20/\$25/\$50 OV/UC/ER, \$200/\$400 deductible

(b). Dental = Delta Plan 80/80/80: \$1,500

80=\$1,500 (ortho), note: no adult ortho

Coordinated Benefits

50/50/50: \$1,500

50 = \$1,500 (ortho) note: no adult ortho

(c). Vision = VSP3

(d). Life = \$40,000 AD&D

(e). LTD = 66.67%, 60 calendar day modified fill, 2 year limit on own occupation, mental/nervous, drug/alcohol. Freeze on offsets with the Standard Insurance Company. Board provides all Insurance benefit coverage for first 6 months, next 6 months health coverage only. Refer to Section H for more details.

(2) Choices II (\$500/\$1000 deductible)

(a). Medical = MESSA Choices II, Saver RX (\$10/\$40), XVA2 Rider.

\$20/\$25/\$50 OV/UC/ER, \$500/\$1000 deductible

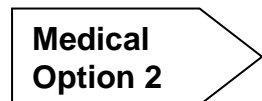
(b). Dental = Delta Plan 80/80/80: \$1,500

80=\$1,500 (ORTHO), NOTE: no adult Ortho

Coordinated Benefits

50/50/50: \$1,500

50 = \$1,500 (Ortho) NOTE: no adult Ortho





- (c). Vision = VSP3
- (d). Life = \$40,000 AD&D
- (e). LTD = 66.67%, 60 calendar day modified fill, 2 year limit on own occupation, mental/nervous, drug/alcohol. Freeze on offsets with the Standard Insurance Company. Board provides all insurance benefit coverage for first 6 months, next 6 months health coverage only. Refer to section H for more details.

**Medical  
Option 3**

- (3). MESSA ABC Plan 1 with HSA (administered by HealthEquity)
  - (a) Medical = ABC Plan 1 (HealthEquity health savings account), ABC Rx, XVA2 Rider  
OV/UC/ER = N/A, \$1250/\$2500 deductible
  - (b). Dental = Delta Plan 80/80/80: \$1,500  
80=\$1,500 (Ortho), NOTE: no adult Ortho  
Coordinated Benefits  
50/50/50: \$1,500  
50 = \$1,500 (Ortho) NOTE: no adult Ortho
  - (c). Vision = VSP3
  - (d). Life = \$40,000 AD&D
  - (e). LTD = 66.67%, 60 calendar day modified fill, 2 year limit on own occupation, mental/nervous, drug/alcohol. Freeze on offsets with the Standard Insurance Company. Board provides all insurance benefit coverage for first 6 months, next 6 months health coverage only. Refer to Section H for more details.
- (4). For those electing the ABC Plan 1, the amounts described in G.1.a above are modified as follows effective July 1, 2013:
  - Single person coverage: \$5,692.50
  - Member-spouse coverage: \$11,385
  - Family coverage: \$15,525
- (5). If during the open enrollment period scheduled for April 15, 2013 – May 15, 2013, or by August 31, 2013, 500 members enroll in the ABC Plan 1, the amounts described in G.1.a. above shall be adjusted to the following for those who remain in PAK A Choices II \$200/\$400 or PAK A Choices II \$500/\$1000:



- c. Cash in lieu (employees working less than 40%)

Cash in lieu = total yearly amount \$3,000 - prorated based on part-time hours and start date.

- d. The Board will establish and maintain an HRA account for employees choosing the ABC Plan 1. (Funding level and maximum reimbursement amount to be determined by number of enrollees in ABC Plan 1 times the difference in cost between the actual July 1, 2013 family ABC Plan 1 premium and \$15,525 less reasonable administrative costs).

The Parties shall develop reimbursement rules which shall include the following:

- (1) No reimbursement if employee elects a Choices II Plan;
- (2) No reimbursement until after first \$200/\$400 expended by the employee;
- (3) A maximum reimbursement of up to \$500 for single and up to \$1000 for 2 person and family, will be stipulated as to whether it is per person or per employee, along with a cutoff date and other submission rules, etc.
- (4) There will be no Flexible Spending Account (FSA) available for medical (health/dental/vision) for employees participating in ABC Plan 1. However, an FSA will be available for dependent care for all eligible employees (see M.2 below for further clarification).

- e. Member Co-Pay

1. Full-time employees selecting either Choices II (PAK A) Plans or ABC Plan 1 shall contribute annually an amount equal to the difference between the cost of the member's elected medical insurance coverage level and the District's annual contribution specified in G.1.a, G.2.a.(4) & (5), above toward the premium of July 1 through June 30. This shall be prorated for part-time or late start members.
2. For employees selecting either Choices II (PAK A) Plan or the ABC Plan 1 who are working less than 100% but at least 40% of a full-time equated contract, the employee shall contribute annually the prorated amount equal to the difference between the cost of the member's elected insurance coverage level and the District's annual contribution as specified in G.1.a, G.2.a.(4) & (5), toward the premium of July 1 through June 30. This shall be prorated for late start members.

3. The employee's contribution shall be paid via payroll deduction through the pre-tax premium portion of the District's section 125 flexible benefits plan.
4. For those employees enrolling in PAK B with cash in lieu, the Board will pay the PAK B premium in full.
- f. Employees working at least 40% of a full-time equated contract are eligible to enroll in either PAK A (Choices II or ABC Plan 1) or PAK B with Cash in Lieu. Part time employees who are 40% or more and who are enrolling in either PAK A (Choices II or ABC Plan 1) will pay their pro rata share of the cost of the health portion (single, two person, family) of the PAK A (Choices II premium or the ABC Plan 1 premium) (prorated to actual time worked based on current contract), via payroll deduction. If the composite health portion rate (single, two person, family) is not available, the established COBRA rate for health only at the appropriate level (single, two person, family) will be used.

### 3. Other Provisions

- a. In the event that an employee is disabled through an injury or illness covered by Worker's Disability Compensation, the employee's Hospital/Medical Insurance or Option Program, Dental Insurance, Vision Insurance, and Negotiated Group Term Life Insurance shall continue, with necessary premiums paid by the Board at the contribution level specified in G.1.a., G.2.a.(4) & (5) and G.1.d above, for twelve (12) months. If the employee is still disabled after twelve (12) months, he/she may, at the employee's cost, continue insurance benefits and reimbursement programs, per a. above, subject to carrier approval.
- b. The Board shall make payment of PAK A Choices II or ABC Plan 1 premiums, or PAK B with Cash In Lieu premiums and Cash in Lieu payments, for each qualified employee and his/her eligible dependent(s) as defined by the underwriters to assure insurance coverage for the full period covered by this Agreement.
  - 1) Each employee who is notified in the spring of impending lay off shall have the summer premiums paid by the Board.
  - 2) All other Hospital/Medical, Negotiated Group Term Life, Dental, Vision, LTD or Cash in Lieu changes will become effective the first of the month following the change of employment status.
- c. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.

- d. Payroll deduction shall be available for all MESSA programs and other programs approved by the Board.
- e. Benefits will be effective the first day the employee reports to work.
- f. All newly hired employees must complete appropriate benefit enrollment forms within 30 days of hire. An employee may change the level of coverage only by notification to the District's third party administrator of its benefits program in accordance with the carrier's regulations during the annual open enrollment period or within 30 days of a qualifying event.
- g. When spouses are members of this bargaining unit, not more than one may select Hospital/Medical coverage. The other may select the Option Program as set forth in 6. below. It is the intent of the Parties to eliminate double coverage wherever possible.
- h. Coverage

Insurance coverage will comply with MCLA 388.1766d. If a member becomes eligible for Medicare and elects Medicare in lieu of MESSA Choices II PPO protection, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents.

#### H. LONG TERM DISABILITY

The following operating procedures will be used to implement the long term disability program for employees assigned to positions which are represented by the Association:

##### 1. General Provisions

Negotiated Group Term Life Insurance, Dental Insurance, Vision Insurance and Negotiated Options, as otherwise set forth in this Agreement, shall continue for six (6) months following the month the insured becomes eligible to receive LTD benefits. Hospital/Medical Insurance, as otherwise set forth in this Agreement, shall continue at the Board's annual contribution level as specified in G.1.a, G.2.a.(4) & (5) above for one (1) year following the month the insured becomes eligible to receive LTD benefits or until the disabled employee becomes eligible for retirement disability insurance, whichever occurs first.

## 2. Changes in Carrier

The parties agree that future changes of carrier will be made after mutually conducting a thorough evaluation to assure it meets the specifications of the Master Agreement and currently approved certificate booklet.

3. Long-term disability insurance will be provided by The Standard during the life of this Agreement at the following coverage level: 66.67% benefits, monthly maximum (varies by contract), 2 year limit on nervous/mental; 2 year limit on alcoholism/drug; 2 year limit own occupation; \$100 or 10% minimum benefit; survivor benefit; social security freeze—yes; maternity—same as any other disability; yes—freeze on offsets. 60 Calendar Day Modified Fill. LTD is provided for GREA to those employed at least 50%; for all other groups, LTD provided only to full-time employees.

For employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue its annual contribution as specified in G.1.a., G.2.a.(4) & (5)., and G.1.d. above towards the full PAK A Choices II or ABC Plan 1 at the Board's expense for the first six months. For the next six months, the Board shall continue its annual contribution as specified in G.1.a., G.2.a.(4).&(5). above towards the employee's then existing health only coverage levels. The employee is responsible to pay their portion of the premium and the monthly contribution.

## I. SHORT TERM DISABILITY

Because the parties desire to reduce the costs for employees who purchase short term disability insurance through payroll deduction, the Parties agree as follows:

1. The District will offer a short term disability plan with The Standard through payroll deduction.
2. The Parties will meet as needed to discuss the effectiveness of the program and to make any modifications the parties decide are needed. Approval from The Standard will be necessary for plan changes.
3. Effective December 1, 2004, the MESSA short term disability insurance will no longer be offered through payroll deduction.
4. Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.

Employees currently taking MESSA short term disability who choose to convert to The Standard at a time other than the initial enrollment or upon becoming eligible for The Standard plan, will be granted "continuity of coverage" in pre-existing determination.

5. New hires and employees who become eligible after the plan effective date must apply within 30 days of their date of hire or date of eligibility. In these cases, the pre-existing conditions limitation does not apply.

#### J. DENTAL INSURANCE

This includes coordination of benefits both internal and external. Should the spouse's dental program include a deductible, the employee may elect to have coverage as is provided to those whose spouse is not covered by a dental insurance plan.

#### K. OPTION PROGRAM

1. For those employees not electing Hospital/Medical Insurance (2. above) the Board will provide the following benefits in lieu of Hospital/Medical Insurance. The employee will receive the PAK B which includes:
  - a. Life Insurance: \$50,000 with accidental death and disability
  - b. Dental: 80/80/80: \$1,500; 80: \$1,500 (except those with dental insurance through another source: 50/50/50/50: \$1,300.)
  - c. Vision: VSP3
2. If the employee becomes totally disabled from any cause before reaching age sixty (60), the Negotiated Group Term Life insurance provided will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. The employee is responsible for making application for the waiver of premium in a timely fashion.
3. Each Option Program member will be entitled to a cash payment of three thousand dollars (\$3,000) annually. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The Board and Association will mutually agree to a 125 Plan to implement this. The plan year is December 1 through November 30.
4. Employees electing PAK B must certify they have medical coverage elsewhere. Failure during open enrollment (or the required time frame) to elect hospital/medical coverage from one of the options above for which an employee is eligible will result in the individual being covered in the ABC Plan 1 single subscriber health benefit.

## L. TUITION REIMBURSEMENT

### 1. Qualifications

- a. Each employee holding provisional, professional, permanent, continuing or life certification may qualify, provided he/she is not eligible for tuition reimbursement from another source(s). Nurses, school psychologists, school social workers and therapists are eligible after completing three (3) years of Grand Rapids Public School employment. For those probationary teachers holding a provisional certificate, they must be in their third, fourth or fifth years of employment with Grand Rapids Public Schools to be eligible.
- b. Each employee on leave of absence without pay for study purposes may qualify provided the employee is not eligible for tuition reimbursement from another source(s).
- c. Each employee on leave of absence with pay shall not qualify.
- d. Course work may not interfere with the employee's regular assignment. Exception shall only be by approval of the principal or immediate supervisor.
- e. Any employee eligible to receive tuition reimbursement must return to Board employment prior to payment.
- f. An employee shall be required to repay the tuition reimbursement if he/she resigns or retires before he/she works at least thirty (30) work days after the completion of the coursework.

### 2. Course Approval

- a. A request for reimbursement must be made in writing to the Benefits Office at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date and the name of the university or college offering the course.
- b. Such course(s) must be for college graduate credit, workshop equivalent to college graduate credit, or be a Grand Rapids Community College course. Nurses will be reimbursed for undergraduate course(s). In addition, State Board CEU's will be reimbursed when all of the requirements in Section H are met.
- c. The course(s) must be related to the employee's regular assignment. The administration's judgment of relevancy is final and binding and is not subject to the grievance procedure.



- d. Approval or disapproval shall be submitted to the employee in writing.

3. Tuition Reimbursement Rates

- a. Courses taken at the University of Michigan, Michigan State University or Western Michigan University shall be reimbursed at the actual tuition rate charged.
- b. Courses taken at other institutions shall be reimbursed at the actual tuition rate charged but shall not exceed the highest current rate of the universities referred to in a. above.

4. Tuition Reimbursement Eligible Hours

- a. The maximum number of credit hours eligible for tuition reimbursement per year (September 1st-August 31st) for an employee working thirty (30) or more hours per week and are in years three, four or five of their probationary period shall be:

- Semester hours - 6
  - Term hours – 9
  - State Board CEU's – 3 CEU's equal to 1 semester hour

- b. Other non-probationary members shall be eligible for:

- Semester hours – 3
  - Term hours – 6
  - State Board CEU's – 3 CEU's equal to 1 semester hour

- c. Teachers in years one and two of probation are not eligible for tuition reimbursement.
- d. All other employees shall be reimbursed pro-rata according to the number of hours worked per week.

5. Tuition Reimbursement Application Procedures

- a. Pre-approval of the course (see 2. above) must be obtained.
- b. The employee must satisfactorily complete the course with a passing grade.
- c. The employee must submit the tuition receipt to the approving party in 2.a. above for payment authorization.
- d. The Business Office shall make payments according to its procedures.

M. FLEXIBLE BENEFITS PLAN

1. Pre-Tax Health Insurance Premiums.

Eligible insurance contributions will be deducted pre-tax.

2. Flexible Spending Accounts

The following flexible spending accounts will be available to full-time employees that have been employed at least one year with the District.

a. Medical Spending Account

b. Dependent Care Spending Account

These accounts allow an employee to set aside tax-free dollars to pay for certain unreimbursed medically related expenses and dependent care expenses. Contact the Benefits Office for enrollment information.

The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in the MESSA ABC Plan 1.

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## ARTICLE 15

### PLACEMENT ON SALARY SCHEDULE

#### A. PLACEMENT

Placement on salary schedules shall be on the basis of training and experience as hereinafter defined (Sections B. through E. below).

#### B. CREDIT AND ADVANCEMENT

1. Credit on the schedule will be allowed for obtaining only one (1) Bachelor, Master, Specialist, Candidate or Doctorate degree.
2. An employee who works fifty percent (50%) or more of the preceding work year, including those on a temporary contract, shall be granted one (1) step on the salary schedule unless otherwise prohibited by this Agreement.

#### C. EXPERIENCE

The Board may, but shall not be required to, grant credit up to five (5) years for outside teaching experience, or industrial/business experience related to the employee's assignment, to each new employee. Within five (5) work days of the offer of employment same shall be reported to the Association together with the details for granting of the experience credit. Such report shall include names, the years of experience, the type of experience and the experience granted. Credit on the salary schedule for outside experience above five (5) years may be granted by mutual agreement between the Association and the Superintendent or designee.

#### D. GRAND RAPIDS EXPERIENCE

Full credit for prior contracted teaching experience(s) in the Grand Rapids Public Schools District will be allowed provided such experience was within the fifteen (15) year period immediately preceding reappointment.

#### E. HIGHER CLASSIFICATION ON SALARY SCHEDULE

1. Each employee who completes additional training and who is eligible for a higher classification on the salary schedule shall submit written proof of such eligibility and must apply in writing (by filling out the appropriate form) at the Office of Personnel Services prior to October 1st or February 1st of the semester in which the salary change is to be applied. The change from one (1) salary schedule to another shall be a horizontal step movement.
2. If an employee completes a higher degree but the degree has not been granted and submitted to Personnel Services on or before October 1st or February 1st,

the additional remuneration shall not begin (i.e., earnings begin) until the beginning of the semester following receipt of the degree unless such time for submission is extended by mutual agreement between the employee and Personnel Services provided the delay of submission of the degree is beyond the control of the employee.

3. Each MA+ credit hour applicable to the MA+ salary schedule shall be earned subsequent to the issue date of the MA degree.
4. Grand Rapids Professional Growth credits will apply to the MA+ schedule. Professional Growth credits earned before the employee receives his/her MA degree will be applied to the MA+ schedule after he/she receives the MA degree.

F. ANNUAL INDIVIDUAL CONTRACT STATEMENT

Each school year, all Association members shall receive a written contract specifying the teacher's or other employee's salary (step, column and longevity) for that year. When the labor contract is unsettled, the prior year's contract shall govern until the successor contract is ratified.

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**ARTICLE 16****LEAVES OF ABSENCE WITHOUT PAY****A. PERSONAL ILLNESS LEAVE**

1. Leave for personal illness shall be granted for disability because of substantiated illness, including pregnancy, or injury.
2. Any absence because of disability due to illness or injury which is not covered by accumulated leave days under Article 17 shall be leave for personal illness under this Article.
3. No benefits or salary will be paid during the leave.
4. Prior to return from such leave, the employee shall present satisfactory medical evidence that he/she is able to return to perform the essential functions required by the position. In addition, before the employee returns, the Board may, at its expense, require examination by health care providers of its choice.

**B. OTHER LEAVES - GENERAL**

1. Application
  - a. Except for qualifying FMLA leaves or circumstances beyond the employee's control, application for unpaid leave of absence must be made, in writing, to Human Resources not less than forty (40) working days before the commencement of the leave.
  - b. The application must identify the type of leave requested and include all information supporting the request.
2. Grant or Denial
  - a. The grant or denial of the application will be in writing.
  - b. Such leave will be granted if it results in the return to work of an employee on layoff, provided it does not violate the Teachers' Tenure Act.
  - c. Notwithstanding paragraph b. above, such leave will not be granted if the applicant's last performance evaluation was ineffective as recorded on a final evaluation form or if the applicant's pending evaluation is ineffective as recorded on an interim evaluation form.
  - d. Notwithstanding paragraph b. above, consecutive leaves may be granted at the discretion of the Board.

3. Benefits During Leave

No benefits or salary will be paid by the District during the leave.

4. Duration of Leave

The duration of any leave hereunder shall not exceed one (1) year.

5. Notification of Return

a. An employee must notify Human Resources, in writing, either that he/she will return to work or request an extension. The notice or request must be received by Human Resources no later than thirty (30) calendar days before the expiration of the leave. Failure to give timely notice or to timely request an extension shall be conclusively presumed a resignation from employment.

b. A grant or denial of a request for extension shall be within the discretion of the Board. If the request for an extension is denied and the employee does not return to work, it shall be conclusively presumed that the employee resigned employment.

6. Return

a. The Board shall make every reasonable effort to return an employee who has been on an extended leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and the administration. There is no guarantee that any employee can be returned to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one (1) semester in length except as otherwise provided in this Agreement.

b. The Board shall re-employ any employee returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year according to the procedures set forth in this Article unless changed by mutual agreement between the employee and the Superintendent or his/her designee.

c. Upon Return From Leave

1) The employee's rights to benefits under this Agreement will be reinstated.

2) If the employee worked fifty percent (50%) or more of the scheduled work days in the school year in which the leave

commenced, one step on the salary schedule shall be credited. Otherwise, the employee shall be placed on the same salary step as at the commencement of the leave.

### C. FAMILY AND MEDICAL LEAVE ACT

1. The employer shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:
  - a. the serious health condition of the employee; or
  - b. the serious health condition of the employee's spouse, parent, or child; or
  - c. the placement of a child for adoption or foster care; or
  - d. the birth of employee's son or daughter and care of the infant Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child; or
  - e. Qualifying exigency leave: eligible employees who are the spouse, son, daughter or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces; or
  - f. Military caregiver leave: eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the armed forces.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. However, if the leave would qualify, under another provision of the Master Agreement, for superior return rights, the superior rights shall apply.
3. The employee shall have the option of using accrued paid leave days, if available (as defined in Article 17, Section B). The remainder of the leave time will be unpaid. However, if an employee who has accrued leave days chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert paid days during the leave.
4. Medical, dental and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213(a)(2), will be expected to reimburse the District for the medical, dental and vision premiums or rate established for COBRA. Such reimbursement shall be deducted from the employee's payroll check upon return or from any remaining monies then owed the employee.
5. Seniority shall continue to accrue during the FMLA leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the employer to:
  - a. take leave for periods of a particular duration; or
  - b. temporarily transfer to another position offered by the employer for which the employee is qualified.
7. Whenever practical, the employee will provide the Board at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.
8. If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA.
9. The Board reserves the right to require appropriate certifications as provided in the FMLA, except as specified in Article 17, Section B., 5. f.



10. In the event the FMLA is modified through legislation, rules, regulations, or court decision, the Parties agree to negotiate concerning the effects, upon request of either Party.
11. FMLA leave shall run concurrently with other applicable leaves of absence, if any.

#### D. OTHER LEAVES - SPECIFIC

1. Peace Corps, United States Government Teaching, Exchange Teaching, Military Leave
  - a. After submitting a written request and upon approval of the Superintendent, any tenured employee will be granted a leave without pay for serving in the Peace Corps, exchange teaching, or teaching for the United States Government overseas. Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board. Such leave will not exceed two (2) years.
  - b. Military Leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to the Human Resources office the official documents to support the leave request and re-employment. The leave of absence shall not exceed the time for which an employee will serve in the military.
2. Self Improvement Through Study
  - a. Upon approval of the Superintendent, a leave of absence without pay for up to one (1) year will be granted to any employee who desires study leave. Such leaves for study may be renewed upon approval of the Superintendent.
  - b. A leave for study shall be placed in one (1) of the two (2) following categories:
    - 1) Study related to the employee's assignment or prospective assignment as determined at the time of application. The employee will, provided he/she was a full-time participant (the employee must submit written proof to Human Resources upon returning) in the study program and upon returning from such, be re-employed and will be advanced on the salary schedule as if he/she were employed by the Board.
    - 2) Study not related to the employee's assignment or prospective assignments as determined at the time of application. The

minimum qualifications for the returning employee shall be as follows:

- a) He/She shall possess a provisional, permanent, continuing professional education certificate in the area in which the vacancy exists.
- b) He/She shall possess eighteen (18) semester hours or the minimum required by the North Central Association in the area in which the vacancy exists or have taught in the area within the last five (5) years.

### 3. Public Office

- a. Upon thirty (30) days notice and upon approval of the Superintendent, the Board shall grant a leave of absence for not more than three (3) weeks, without pay, to any employee to campaign for public office. If the employee does not exercise the leave of absence listed in b. below, the Board agrees to return the employee to the same position held prior to the leave.
- b. If the employee is elected to the public office and it is necessary to discontinue his/her employment in the Grand Rapids Public Schools in order to fulfill the requirements of his/her political office, he/she may, at the discretion of the Board, be granted a leave without pay for the term of the elected office but said leave shall not exceed two (2) years.

### 4. Child Care

- a. The Board shall grant a leave without pay, not to exceed one (1) year, to any employee for the purpose of caring for a newborn or a child who is or may be placed in his/her residence or is adopted or placed by a court of competent jurisdiction. However, the leave must terminate at the end of a semester, unless an exception is granted by the Superintendent or designee. It is understood that the foregoing sentence will mean, in some cases, that the actual duration of the leave exceeds one year.
- b. Any employee placed on such leave shall not be employed elsewhere during the period covered by the leave. However, an employee will be allowed less than full-time employment in a non-educational setting only if it will result in the return to work of an employee on layoff. If otherwise employed, the leave is void and therefore canceled.
- c. Unless otherwise agreed according to 4.a. above, the employee will be returned at a semester break to the position the employee occupied prior to the beginning of the leave provided the actual duration of the leave

does not exceed eighteen (18) months and the employee made the request in writing at the time the leave began.

5. Local Association Officer Leave

A leave of absence of up to two (2) years for one (1) employee shall be granted to any employee upon application for the purpose of serving as an officer of the local Association. Upon returning from such leave, that employee shall be placed on the salary schedule and on the step that he/she would have been placed had he/she worked in the system during such leave period.

6. Career Exploration Leave

a. Upon application, the Board shall grant a leave of absence for one (1) year to any employee for the purpose of career exploration provided that the employee must make application prior to March 15 for the following school year. Upon approval of the Superintendent, the Board will grant a Career Exploration Leave at other times for up to one (1) year.

b. During such leave the employee may not be employed in a similar position with another educational institution. Exception may be provided through mutual agreement of the employee and the Superintendent or his/her designee.

7. Short Term leave

a. The District agrees to grant all requests for unpaid leave subject to the following conditions:

1) The leave is requested five (5) working days in advance of the beginning of such leave except in situations where the employee is prevented from doing so by conditions beyond his/her control.

2) The restrictions outlined in Article 17, Section C., 1. e. apply.

3) The leave may not exceed ten (10) consecutive working days.

4) The leave, except in emergency situations, shall not fall during the first two (2) weeks of school nor the last two (2) weeks of school.

b. It is expressly understood that no reason need be given by the employee for use of such day(s) and that the day(s) may be used for recreational purposes including the extension of vacation periods.

c. The day(s) will be granted on a "first-requested, first-granted" basis.

- d. An individual absent from his/her assignment through this approved leave will not be subject to the penalty identified in Article 16 B. 7.
- e. No employee may have more than one (1) short term leave in any school year.
- f. A short term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for a number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.

8. Other Leaves

Other leaves of absence without pay may be granted by the Board.

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**ARTICLE 17****LEAVES OF ABSENCE WITH PAY****A. RELIGIOUS HOLIDAYS**

If available personal days are not sufficient for religious observances, up to two (2) sick days may also be used for such purposes. When an employee requests the use of this leave for days not known to be a religious holiday, the Board may request documentation.

**B. ACCUMULATED LEAVE DAYS**

1. Each active employee shall be eligible to earn leave with pay subject to the limitations provided herein and all leave days used shall be deducted from accumulated leave.
2. General Rules
  - a. Active Employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers compensation will also be considered as active employees for up to twelve (12) months. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered as active employees until such time as they return to work.
  - b. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence.
  - c. If an employee is returning from a personal illness or injury, and the Board has reason to believe the employee is not yet medically fit to return, the Board may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.
  - d. Teachers and ancillary staff shall be required to make only one contact reporting an absence. The principal or supervisor shall notify them in advance where absence calls should be made. Employees shall give such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
  - e. Use of leave for purposes other than as stated in this article shall be cause for disciplinary action up to and including discharge.

- f. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.

### 3. Rate of Accumulation

- a. Each regular full-time employee shall earn leave days at the rate of one (1) day per month of employment. This will be a total of ten (10) days per annum, provided he/she is employed for the full school year.
- b. Each regular full-time 217 day employee shall earn leave days at the rate of one day per month of employment except in the month of October in which two (2) days shall be earned.
- c. The days shall become effective upon active employment.
- d. Unused, earned leave days shall be cumulative for each individual employee, and shall be credited to the employee's leave time bank. The amount of each employee's accumulation is unlimited.
- e. Accumulated sick leave time shall terminate upon death of the employee or upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave shall be credited with previously earned accumulated benefits.
- f. Employees reinstated from a suspension shall be credited with previously earned accumulated benefits and any benefits that would have accrued during the suspension if no disciplinary action is taken.
- g. All new full-time employees on regular contracts (temporary contracts are not eligible) shall be given five (5) sick leave days at the beginning of employment and shall earn days at one per month. These days are prorated for less than full time employees. However, employees on a temporary contract will not be eligible for these five (5) days. Once the employee is permanently hired into the Association, they will receive the five (5) days.

### 4. Proration

- a. The days shall be prorated for any employee working less than full-time (on a partial contract).
- b. Each employee who does not work a complete school year due to a layoff, a termination, a resignation, an unpaid leave, a suspension or

placement on Long Term Disability shall have the leave days for that year prorated to the amount of days for which wages will be paid.

- c. Each employee who does not work a complete school year due to being recalled or hired after the start of the school year, shall have the leave days for that year prorated to the amount of days for which wages will be paid.
- d. Each regular school year employee filling a position for the summer segment of the 217 (formerly 230) Day Program shall earn two (2) leave days for such segment.
- e. Leave days for a Adult Education employee shall be deducted pro rata, based on thirty (30) hours, according to the time actually missed.
- f. Any necessary payroll adjustment shall be made on the employee's last paycheck. The Board is hereby authorized to make any such adjustment, provided it is the appropriate amount, without specific written authorization from the employee. However, the Board will notify the employee in writing of the calculation of the adjustment in advance of the last paycheck.

## 5. Uses and Restrictions

Accumulated leave may be used for the following reasons:

- a. Due to personal illness, injury or on orders of a physician to remain absent due to exposure to disease. In cases subject to Workers' Compensation Law, such leave time may be used to supplement Workers' Compensation so that the total amount paid an employee will equal but not exceed his/her regular salary for the period of absence from duty. (If an employee chooses not to use accumulated leave during a Family Medical Leave of Absence, it may affect their ability to collect short term and long term disability.)
- b. Leave time due to the illness or injury of an immediate relative (immediate family is as defined below) shall not exceed nine (9) working days per occurrence.
- c. Bereavement – Leave time because of the death in the immediate family (spouse, children, siblings, parents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, any minor child living with the employee) of an employee shall not exceed nine (9) working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two (2) working days. Additional time as allowed by the Superintendent or designee.

- d. Leave time because of serious illness or injury of a relative beyond the immediate family shall be allowed to provide for emergency arrangements and shall not exceed two (2) working days per occurrence.
- e. Accumulated leave may be used in increments of ½ hour.
- f. Any employee absent because of personal illness, injury or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the Superintendent to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The Superintendent, at his/her option, may require approval of any such medical certificate by another physician selected by him/her.
- g. Each employee who is absent for purposes listed in this section on a day when school is canceled by the Superintendent, and employees need not report, shall not be charged for a leave day.

## C. EMPLOYEE PERSONAL/BUSINESS LEAVE

### 1. Personal Business Days

Each employee may use, yearly, three (3) leave days for the employee's personal business which shall not be deducted from his/her leave accumulation. An employee may, but shall not be required to, state the reason for this leave. Leaves will be granted under the following conditions:

- a. The application shall be made on the form provided by the Board and processed according to administrative rules.
- b. The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
- c. This leave shall not be utilized for recreational and/or hunting and fishing purposes.
- d. Such leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).
- e. The following limits on the number of days used will be followed unless increased by the administration.



- 1) No more than thirty (30) employees may use such a day on any one (1) day.
- 2) No more than ten percent (10%) of the employees in any given building or program having twenty (20) or more employees may use such a day on any one (1) day.
- 3) No more than two (2) employees in any given building or program having nineteen (19) or less employees may use such a day on any one (1) day.

f. Unused days will accumulate as accumulated leave days.

2. Additional Personal Business Leave

- a. During the 2010-2011 school year, one additional personal business day will be provided to all GREA bargaining unit members (a maximum of four).
- b. One day may be sold to the District at a rate of \$100, less required withholdings, for full-time employees and shall be pro-rated for part time employees.
- c. Employees must notify the District of intent to sell the day by the last work day before spring break, 2011, to be paid with the last payroll in May 2011. If timely notice is not provided, unused personal business days shall be rolled into unused sick days pursuant to the current Master Agreement.

D. LEAVES FOR OTHER PURPOSES

Leaves of absence with full pay not chargeable against the employee's sick leave days shall be granted for the following reasons:

1. Jury Duty

- a. In the event an employee is summoned for jury duty during their scheduled work year, a special paid leave of absence, not deducted from the employee's accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.
- b. Pay received from the court for jury duty in excess of five (5) days of service shall be reimbursed to the Board with the exception of mileage.

2. Court Appearances District Related

- a. In the event an employee is subpoenaed or summoned to appear in court on a work related matter, a special paid leave of absence not to be deducted from the employee's accumulated leave may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to the Board as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.
- b. If the employee is subpoenaed to appear for a student related matter, they must contact Human Resources upon receipt of the subpoena. Human Resource staff will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of laws and regulations occur.
- c. Pay received from the court for witness fees in excess of five (5) days of service shall be reimbursed to the Board with the exception of mileage.

### 3. Court Appearances Not Related to Work

In the event an employee is summoned or subpoenaed to appear in court on a non-work related matter, the employee may use earned vacation time, personal business time or earned compensatory time. The employee may also choose to be unpaid for this time.

4. Approved visitation and/or participation which is requested by the employee to visit other educational programs is not to exceed two (2) days per school year. Application forms to be provided by the Board.
5. Attending any function when so requested by the administration.

## E. ASSOCIATION LEAVE DAYS

Leave of absence with pay not to exceed a cumulative total of ten (10) days per school year shall be given the Association upon application thereof for Association purposes. Application must be made with Human Resources via the principal or immediate supervisor at least five (5) working days in advance of the anticipated absence except in cases of emergency. Additional days may be granted providing the Association reimburses the district at the current substitute rate.

## F. ASSOCIATION PRESIDENT LEAVE

Upon written request from the Association, the Association President shall be granted a full-time release with full salary and benefits. The full cost of such salary and benefits shall be borne by the Board.

Upon return from being released as Association President, the employee shall be returned to his/her former position if it exists or, if it does not exist, to a comparable position. During the period that the Association President is released, the employer will be allowed to fill his/her position on a temporary basis.

G. MISUSE OF LEAVE

Any misuse of any leave may result in disciplinary action.

H. ADOPTION LEAVE

Employees will be allowed to use up to 30 days of their personal paid sick leave accumulation for adoption of a child. If both parents are employees of the District in MEA-represented groups, they may use only a combined total of 30 days per occurrence. This time will be counted against available FMLA time.

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## ARTICLE 18

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

A "grievance" is a claim by one or more employees of improper interpretation or application of this Agreement and shall be processed as follows:

1. Type A (Non-arbitrable) - A claim based upon an improper interpretation of this Agreement may be processed through Level Two.
2. Type B (Arbitrable) - A claim by one or more employees that there has been improper application of this Agreement may be processed through the final level including binding arbitration.
3. An "aggrieved employee" is the employee(s) who is directly affected and, therefore, makes the claim. The Association is the aggrieved when Association rights (limited to Articles 1; 2, Sections A. and E.; 3; 4, Sections D. and E.; 6; 12, Section U.; 15, Section C.; 17, Section E.; and 21, Sections A., B., C., D., and E.) have been allegedly violated. Association grievances will commence, in writing, at Level Two.
4. A "group grievance" with a common alleged violation which directly affects two (2) or more employees may be filed by the Association. If a group grievance is filed it must be signed by at least two (2) or more of the known affected employees and the Association President. Prior to the Level Two hearing the Association shall notify the Director of Human Resources of additional affected employees. Group grievances will commence, in writing, at Level Two.

#### B. NONGRIEVABLE ITEMS

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. Failure to re-employ any employee on a probationary contract.
2. Except as to discipline less than discharge involving loss of pay as set forth in 3. below, any claim or complaint for which there is another remedial procedure or forum established by law including any discharge subject to the procedure specified in the Michigan Teachers' Tenure Act.
3. It is recognized that any discipline of a teacher less than discharge involving loss of pay by more than an amount equivalent to fourteen days' compensation or transfer to a position carrying a lower salary is subject to either the Tenure Act or the grievance procedure but not both. The teacher will be advised of the

option of electing to follow either the Tenure Act or the grievance procedure. The Association will provide the Board with a statement, signed by the teacher, indicating exclusively pursuant to either the Tenure Act or the grievance procedure. A decision to exercise rights pursuant to the grievance procedure is and shall be a clear and unequivocal waiver of rights pursuant to the Tenure Act. In any event the arbitration of discipline under this provision may not be held sooner than forty-five (45) days following the Board's receipt of the signed statement provided herein.

#### C. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both Parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

#### D. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in this Article. A supply of the grievance forms shall be on file with the Association building representative, the building principal and/or the immediate supervisor.

1. Level One
  - a. An employee may, within five (5) working days of the occurrence of the grievance, orally discuss the matter with the principal or immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved employee shall file the grievance, in writing. The written grievance must be submitted to the principal or immediate supervisor within fifteen (15) working days of the occurrence of the grievance.
  - b. Three (3) copies of this written grievance shall be prepared by the employee and one (1) copy shall be sent to each of the following:

the Association, the principal or immediate supervisor, and the Director of Human Resources.

- c. Within three (3) working days of the filing date, the principal or supervisor and/or his/her representative will meet with the aggrieved and/or the aggrieved's representative in an effort to resolve it. A written answer shall be given within three (3) working days after such meeting. Copies of the answer shall be sent to the parties as in b. above.

## 2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a letter shall, within five (5) working days thereafter, be transmitted by the employee or the employee's representative to the Director of Human Resources stating a desire to pursue the grievance to level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Director of Human Resources or his/her designee will meet with the Association to discuss the issues. The aggrieved must be present at the grievance hearing. A written answer shall be given within fifteen (15) working days after the meeting on the grievance.
- c. An "Association" or "Group" grievance commencing at this level shall be filed within twenty (20) working days of the alleged occurrence of such grievance.

## 3. Level Three

- a. If the decision at Level Two is not satisfactory to the aggrieved, the grievance may be submitted for arbitration by written notice given by the Association within fifteen (15) days after receipt of the Level Two decision. An impartial arbitrator shall be promptly selected (within fifteen (15) days of receipt of the list of arbitrators) by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission, or a list from the American Arbitration Association in accordance with their rules and regulations with the requesting party liable for the filing fee.
- b. The power of the arbitrator shall be limited to the interpretation of the application of the express terms of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.

- c. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.
4. No grievance shall be processed unless initiated and carried to the next step within the time provided. All requests for reasonable extension (defined as fifteen (15) days or less) of timelines will be honored provided they are made in writing, within the appropriate time period, with copies submitted to both parties. Requests for extension beyond fifteen days may be granted if mutually agreed upon by both parties. Such requests must be in writing and signed by both parties in order to be valid.

#### E. EXPEDITED GRIEVANCE PROCEDURE

1. When either party so requests, a grievance (limited only to alleged violation of Article 9 and/or 10) may be submitted to an expedited grievance procedure.
2. The procedure is as follows:
  - a. A grievance so processed will be heard once internally at either Level One or Level Two. The choice of the level of hearing will be that of the Superintendent or his/her designee.
  - b. Within five (5) working days of the receipt of an expedited grievance, the Superintendent or his/her designee will indicate the level at which the grievance will be heard and establish a mutually agreeable hearing date no later than ten (10) working days after the receipt of the expedited grievance. The decision of the hearing officer(s) will be rendered within five (5) working days of the hearing.
  - c. In the event the decision of the hearing officer(s) indicated in b. above is not satisfactory, the Association shall have the right to submit the matter to expedited arbitration within five (5) days of the receipt of said decision.
  - d. Neither party shall submit to the arbitrator pre- and/or post-hearing briefs.
3. Any such grievance submitted by the Association must be identified as expedited and must be filed according to the timelines outlined in Section D., 2.c. above.
4. Any grievance filed as an alleged violation of an Article not stated in 1. above may, by mutual agreement between the Director of Human Resources and the Association, be processed via the expedited grievance procedure.

#### F. GRIEVANCE HEARINGS

Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary. Neither shall it lead to overload or overtime payments for the time spent at hearings.

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**ARTICLE 19****SANCTIONS, STRIKES AND PENALTIES****A. NO STRIKE**

During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual employee will cause, authorize or support nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself place and will not request any other organization to place a sanction of any form on the Grand Rapids Public Schools.

**B. ASSOCIATION VIOLATION OF STRIKE AND SANCTIONS**

The Association will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities prohibited by this Article.

**C. EMPLOYEE PENALTY**

Willful violation of this Article by any employee or group of employees will constitute just cause (not arbitrary and capricious for teachers) for discharge and/or the imposition of discipline or penalties.

**D. ASSOCIATION PENALTY**

The Board, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association.

**E. CAUSE OF DISCHARGE**

Violation of any terms, sections or provisions of this Agreement by any employee or employees shall constitute just cause (not arbitrary and capricious for teachers) for disciplinary action up to and including discharge.

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**ARTICLE 20**  
**APPOINTMENTS AND RELEASE OF EMPLOYEES**  
**TO AND FROM PAID EXTRA-CURRICULAR ASSIGNMENTS**

**A. ANNUAL APPOINTMENTS**

1. All appointments to reimbursed extra-curricular assignments are annual appointments. Such appointment(s) become binding to the Board and the employee at the time the position(s) is authorized.
2. At the time the assignment is made, such assignment shall be accompanied with a written statement which shall name the employee, the assignment, responsibilities involved, the duration of the assignment and the compensation to be paid.
3. The Board shall not hire or appoint any non-bargaining unit member to an extra-curricular position when a qualified bargaining unit member applies, unless it is determined by the administration that a non-bargaining unit member is more qualified.
4. Extra-curricular assignments, carrying additional remuneration, shall not be automatically renewed each year. The building principal shall maintain the right to recommend to the Superintendent the candidate who has the best qualifications for the assignment (as provided in 3. above). An employee is not required to accept the assignment against his/her will.

**B. APPOINTMENT PROCEDURE**

1. Each principal shall annually recommend employees for appointment to each paid extra-curricular assignment authorized for the school year. See Appendix C for further details.
2. Other Positions - The principal's recommendations shall be submitted to the appropriate administrator.

**C. RELEASE PROCEDURE**

1. The appropriate administrator, after showing, in writing, due cause, may release or place on probation any employee at any time.
2. Any employee in 1. above or 3. below being released shall be evaluated, in writing, by the principal. A copy of the evaluation shall be presented to the employee. The principal may utilize in formulating the evaluation any oral and/or written reports from those employees holding positions of higher authority such as head coach, athletic director, department head, etc.

3. Any employee who is desirous of retaining an extra-curricular assignment and who is not being recommended to continue such assignment for the next year, shall have the privilege to:
  - a. discuss the matter with the principal.
  - b. discuss such action with the principal together with the appropriate administrator.

Coaches not reappointed shall have thirty (30) days after written notification for recourse which may include, at the coach's option, a hearing by a board of review. The board shall consist of two (2) administrators, selected by the Superintendent or his/her designee, and two (2) coaches, selected by the coach, and one (1) selected by the four (4) members. This board of review shall make recommendations to the Superintendent.

4. The Superintendent's decision shall be final. That decision shall be given in writing to the employee and shall also become part of the employee's personnel file.

#### D. SATISFACTORY EVALUATIONS

Evaluations are considered satisfactory unless indicated, in writing, to the contrary within thirty (30) days following the conclusion of the extra-curricular assignment. The conclusion of assignment for each athletic coach will be at the completion of the M.H.S.A.A. finals in his/her particular sport.

#### E. CALENDAR FOR APPOINTMENTS

1. Each employee wishing to be relieved of appointment for the ensuing school year shall notify the building principal in writing, prior to May 10th.
2. Each employee wishing to apply for any athletic position shall submit a written application to the principal of the building in which the vacancy exists and a copy to the Director/Athletics/Student Activities.
3. Each employee wishing to apply for any position other than athletic shall submit a written application to the building principal and a copy to the appropriate administrator.
4. Known vacancies other than athletic (Appendix C, Section 5.) for the ensuing year shall be published by the principal in his/her building for ten (10) working days prior to the fourth Friday in May; however, vacancies which occur before the second Friday in May shall be published by the principal in the affected building for five (5) days prior to filling the vacancy.

5. The Director/Athletics/Student Activities shall publish all known athletic vacancies of all secondary schools in each school building for a period of ten (10) working days prior to May 25th. No vacancy in a position listed in Appendix C, Section 2., will be filled without its being posted throughout the system for ten (10) days. This procedure will be in effect providing the position becomes vacant at least thirty (30) days prior to the official beginning of the activity. In the event a position becomes vacant within a thirty (30) day period prior to the official beginning of the activity, an interim assignment may be made. If an interim assignment has been made, the ten (10) day posting shall occur before the beginning of the following season of the involved activity. Athletic vacancies which become known during the summer shall be posted in the office of the Director/Athletics/Student Activities.
6. Each principal shall submit recommendations for appointments for the ensuing school year by May 30th for all positions for which, in terms of known staff and known needs, he/she can arrive at firm recommendations.

F. CLINIC PASSES FOR COACHES

1. With the approval of the building principal and the school athletic director and provided approval is granted by the Director/Athletics/Student Activities, the registration fee and travel allowance for senior high coaches and athletic directors to conventions and/or clinics shall be paid out of athletic funds. This is one (1) clinic or convention per coach per year.
2. Passes issued by the Board for coaches and other athletic personnel attending events in an official capacity are to read "admit bearer and one (1) guest."

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## ARTICLE 21

### MISCELLANEOUS PROVISIONS

#### A. INDIVIDUAL CONTRACT SUBJECT TO MASTER AGREEMENT

1. Any individual contract heretofore executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties, excluding prohibited subjects identified within Section 15 of PERA as of the ratification and execution of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. No contract offer, either verbal or written, to employ an individual shall be valid unless the offer was made by Human Resources and the employment offer approved by the Board.

#### 2. Temporary Contracts

##### a. Types

(1) Long Term Temporary Vacancy. A temporary contract shall be issued to an individual who is temporarily filling a vacancy created by an employee who is absent due to a leave of absence or illness and plans to return before the end of the school year, or to an individual who is hired after the beginning of the school year to temporarily fill a position for the remainder of the semester or the year.

(2) Permanent Vacancy. A temporary contract will not be utilized in filling a newly authorized position, unless the position has been posted as per Article 9 and no properly endorsed and certified bargaining unit member applied. In this event, the position shall be reposted as per Article 9 in all subsequent years until an appropriately endorsed and certified individual under regular contract fills it.

b. The temporary contract shall include a termination date and/or will terminate upon notice provided by the District. Employees with temporary contracts are not subject to just cause standards or due process and may be terminated at any time for any reason.

c. Each employee receiving a temporary contract shall be entitled to the same rights and benefits as other employees (except as specified in this Agreement) only during the period of the temporary contract. An

employee who taught fifty percent (50%) or more of the year under a temporary contract shall be advanced one (1) step on the salary schedule if hired for a permanent position.

- d. When a substitute or non-Association person is needed to fill a position or vacancy for more than sixty (60) working days, that person will be offered a temporary contract for that position. Pay for the first sixty (60) working days of the assignment will be that which is paid for a regular substitute teacher in the district. Beginning with the sixty-first (61st) working day, the employee will be placed on the appropriate step within the appropriate salary schedule set forth in this Agreement. When a temporary contract is accepted by a laid-off employee, the working day period will be waived and the employee shall retain all recall rights. A person who is working in a temporary contract position at the end of any school year and who begins the following school year in the same or another temporary position (not day-to-day) subbing will not be required to wait another sixty (60) days for base pay and benefits.
- e. A temporary contract employee will not be obligated to pay association dues when receiving the daily substitute pay amount [typically until the sixty-first (61<sup>st</sup>) day of employment]. Dues shall commence with the first day of employment on the BA base or higher.
- f. The following applies to temporary contract employees hired into permanent vacancies [subject to Article 21 A. 2. a. (2) above].

**FOR PERMANENT VACANCIES ONLY:**

| Types of Teacher  | Rights                   | Pay   | Duration      | Seniority                            | Tuition   |
|---|--------------------------|---|---------------|--------------------------------------|---|
| 1.Certified & Holding Proper endorsement for position                                 | Regular contract-tenure- | Contract  | On-going      | First work date                      | Contract  |
| 2.Certified not endorsed for position   | Regular contract-tenure  | Contract  | On-going      | First work date                      | Contract, except if working on Bilingual or ESL, can obtain tuition |
| 3. Active Certificate in another state or territory— completing Michigan requirements | Temporary Contract       | Will be granted whatever steps and/or columns are negotiated based on experience upon initial | No Just Cause | Effective date of temporary contract | No  |

|   |   |  |   |  |           |
|---|---|--|---|--|-----------|
| <p><i>Note: Due to Department of Education, if the Michigan certificate is not obtained during the first year for any reason, and if the district chooses to reemploy, then they come under category #6</i></p> |   | <p>hire. This pay will be frozen until Michigan certification is obtained.</p>   |   |  |           |
| <p>4. Expired certificate. (Applies to current employees who were certified but whose certification has lapsed.)</p>  | <p>Temporary Contract will be given IF there is a position for the employee after all certified individuals have been placed. If there is no position, the employees shall be placed on a mandatory one-year unpaid leave. If the employee becomes certified during this year, and if a position is available, the District MAY reinstate him or her during the year.</p> | <p>Freeze pay at current step until recertified.</p>   | <p>Up to one year maximum</p>   | <p>Effective date of temporary contract.</p> | <p>No</p> |
| <p>5. New hire with an expired certificate</p>  | <p>Temporary Contract</p>   | <p>Will be granted whatever steps and/or columns are negotiated based on experience upon initial hire. This pay will be frozen until Michigan certification is obtained.</p> | <p>Case by case review in discretion of district<br/><br/>No Just Cause</p> | <p>Effective date of temporary contract</p>  | <p>No</p> |

|  |                    |  |  |                                      |    |
|--|--------------------|--|--|--------------------------------------|----|
| 6. Never certified, holds at least BA degree | Temporary Contract | Frozen on appropriate degree Base until obtains certification;   | Case by case review in discretion of district<br><br>No Just Cause | Effective date of temporary contract | No |
| 7. Not certified; no degree                  | Temporary Contract | Temporary Contract (sub pay 1 <sup>st</sup> 60 days, then BA Base). In future years, if continuously employed, will not serve 60 days on sub pay but will stay on BA Base. | No Just Cause  | Effective date of temporary contract | No |

g. Exceptions to the above (a-f) may occur after consultation with the Association.

**B. AGREEMENT SUPERSEDES RULES AND POLICIES**

Excluding prohibited subjects identified within Section 15 of PERA as of the ratification and execution of this agreement, this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**C. CONTRARY TO LAW**

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

**D. EQUALITY OF APPLICATION**

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



#### E. COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced with the printing expense divided equally between the District and the Association. Before printing copies, each bargaining unit member will be offered the option of either having a paper copy or a copy provided on CD-ROM. If an employee does not choose a paper copy at the time of order, they will be provided a copy on CD-ROM, upon request. In addition, each building will have 1 to 3 (depending on building size) copies of the Agreement in a loose-leaf binder for the lounge.

#### F. ACTS OF GOD

Should the State Aid Act continue to require the rescheduling of Act of God Days (inclement weather), it shall be accomplished through the following procedure:

1. 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.
2. Employees shall not be required to be in attendance on days when students are excused from schools due to inclement weather or when schools are otherwise closed due to Acts of God.
3. When schools are closed during the school day because of inclement weather, staffs will be excused by the administration as soon as they have completed the supervision of student dismissal.
4. When Act of God Days are rescheduled pursuant to the current State Aid Act or subsequent statutes, employees shall be required to report to work. Neither the closure of schools due to Acts of God, nor the rescheduling of such day(s) shall act to increase or decrease the amount of compensation due an employee in accordance with his/her step and level on the salary schedule, including all salary schedules/payments set forth in any of the appendices in this Agreement.
5. Should it become lawful, during the term of this Agreement, to permit Act of God Days without a requirement that such days be rescheduled, the parties agree to be governed by the provisions of 1., 2. and 3. above.
6. Should an Act of God Day cause the scheduling of additional student instruction time to meet the K-12 or Adult Education hour requirement, any make-up time for K-12 will be mutually determined by the Parties.

#### G. ADULT EDUCATION EXEMPTIONS

Adult Education employees shall be exempted from the following: Article 12, Sections K., 9., M., and R.

H. REORGANIZATION

The Board will make every effort to avoid closure or reorganization of classrooms or programs after the school year has begun. However, in the event such a reorganization becomes necessary, a teacher affected by the reorganization shall be provided with two (2) full days of released time to prepare for the new assignment. Additional days may be granted at the discretion of the supervisor. In addition, if the teacher has expended his/her personal funds for materials or supplies for the original assignment, the Board will reimburse him/her upon a showing of receipts.

I. INTEREST BASED STRATEGIES (IBS)

The Parties agree to utilize Interest Based Strategies as a problem solving tool. The Association and Human Resources will be responsible for calling meetings as appropriate. The Association and the District will each designate their participants. Letters of Agreement developed through this process will be subject to the normal ratification process.

J. This provision allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

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**ARTICLE 22****RETIREMENT****A. EARLY NOTICE**

Any employee who has reached the age and years of service requirement of the Michigan Public School Retirement Act and has completed at least ten (10) years of service with Grand Rapids Public Schools, shall receive upon retirement, payment for unused sick leave days (accumulated at the time of retirement) as outlined below:

1. To qualify for the payment you must work through the end of your scheduled work year – this may vary by assignment. Official notification must be made to Human Resources.
2. Notification to Human Resources after your first scheduled workday of the fiscal year and up to the last District business day before Spring Break the amount paid for each unused day shall be \$55.00.
3. Notice to Human Resources after the last District business day before Spring Break and up to June 30<sup>th</sup> or the individual's last scheduled work day, if they work an alternate calendar, the amount paid for each unused day shall be \$40.00
4. There shall be no payment for notification after June 30<sup>th</sup> or the last scheduled work day if the employee works an alternate schedule.
5. Exceptions may be made in the cases of extenuating circumstances that would prevent an individual from providing timely notice. The decision regarding the validity of extenuating circumstances (for example unforeseen illness or disability for the employee or an immediate family member, as defined in this contract) shall be made by the Association President and the Executive Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.
6. Years of Service: If the employee has only one day of sick time remaining that was accrued in June and has provided the District notice before June 30<sup>th</sup> (or their last scheduled work day if they work an alternate calendar), they will receive fifty dollars (\$50.00) for each year for Grand Rapids service.
7. The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.

**B. UNIVERSAL SERVICE CREDIT**

In accordance with MPSERS requirements of either Basic or MIP, each retiring employee has the option of using accumulated sick leave time to purchase Universal Service Credits up to the maximum allowed at the accumulated leave time payout rate. The retiring employee shall initiate the tax deferred purchase process with MPSERS. Upon approval of the application by MPSERS, and pursuant to IRS guidelines, the District will pay the accumulated leave money at the time the retiring employee receives his or her last pay. The amount may be set up as a special pay plan and forwarded to MPSERS to facilitate this purchase.

**C. SPECIAL PAY PLAN**

1. The payment for accumulated leave days or vacation days if applicable, will be placed in a Valic Special Pay Plan 403(b) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from Valic a distribution in cash or self-direct the investment of their money.
2. If the dollar value for accumulated leave days and/or vacation days if applicable, is less than \$499.99, the employee shall receive the payment via the normal payroll process and subject to a withholding of all applicable taxes.

**D. RE-EMPLOYMENT OF RETIRED EMPLOYEES**

Employees who have retired from the District may be hired into bargaining unit positions subject to the following conditions:

1. There must be no employees on layoff qualified for the position(s) and;
2. Either:
  - a. The position has been posted and not filled by a qualified bargaining unit member as defined in Article 9 of the Collective Bargaining Agreement, or
  - b. The retiree has specific training and/or certification and/or licensure that no other bargaining unit member possesses.
3. The position is limited to no more than one year. If there is a desire to extend it beyond one year, it must be reviewed for possible posting into the bargaining unit prior to its extension.
4. If the retiree belongs to both MEA-Retired and NEA-Retired, there will be no additional dues requirement.

5. The pay and benefits will be negotiated between the District and the retiree; however, in no event shall the retiree receive more in compensation (pay and benefits) than he or she would receive under the Association contract (whether on an annual, daily or hourly basis.)
6. Human Resources will notify the Association in writing (email is acceptable) prior to the employment of any retiree. The Association's approval is not required so long as the hiring complies with the specifications of this Agreement. The notification will state which of the reasons listed above is the reason for this particular hiring.
7. The Parties agree, that should any disputes arise as a result of this letter of agreement, the parties will use Interest-Based Problem Solving Process to resolve it.

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## ARTICLE 23

### MENTOR TEACHERS

#### A. PURPOSE

1. Each teacher in his or her first three years of classroom teaching as defined in section 1526 of the Michigan Revised School Code will be assigned a mentor. The mentor shall be available to consult and advise the new teacher. The purpose of the mentor assignment is to provide the new teacher with a peer who can offer assistance, resources and information in a non-threatening and collegial fashion. The Parties pledge their mutual support of the mentor concept to assist new employees in meeting the high standards of the Grand Rapids Public Schools. Mentors and mentees should refer to "A Framework for Teaching," Addendum 2 of the current PEP manual regarding the District expectations for quality teaching.
2. In addition, the District may provide mentors to new employees not covered by section 1526 of the School Code. In this event, all of the terms of this article shall apply.
3. In addition, the District may provide special mentors to other employees who received a rating of "ineffective" or "minimally effective" on their prior year's evaluation. These special mentors may be either current or retired Association members in the mentee's area of employment, and shall be compensated at an annual rate of \$600.00. In the event that the special mentor is a current employee and the mentor is scheduled for a sequenced evaluation, the principal/supervisor and mentor may agree to use the mentorship as the PLP.

#### B. MENTOR SELECTION/ASSIGNMENT

Employees interested in mentoring should notify their building principal or program supervisor at the beginning of the school year.

1. Participation as a mentor shall be voluntary.
2. Within the available pool of qualified mentors, new teachers and mentors shall be matched within the same building or program to the extent reasonably possible. Documents identifying the assigned mentors shall be submitted to Human Resources by the principal or program supervisor within ten (10) working days of the mentee's hire/assignment.
3. As soon as reasonably possible after mentor/mentee assignments are made, the list of mentors and new teachers shall be provided to the Association

president. updates will be sent to the Association President at the close of each marking period.

4. If a mentee so chooses, they may request a different mentor be assigned to them. In the event of a mid-year change, the mentor shall receive pro-rated compensation. Requests for a new mentor must be made to the building principal, Mentor Coordinator, or program supervisor.

#### C. MENTOR AUTHORITY

1. Because the purpose of the mentor/new teacher match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction in a non-threatening and collegial fashion, the Parties agree that the relationship between the mentor and new teacher shall be confidential. Only the fact that a mentor was provided shall be mentioned on the new teacher's evaluation. The mentorship shall not be mentioned on the mentor's evaluation unless the mentorship was provided as the mentor's Professional Learning Plan (PLP) as described in section H. below.
2. Neither the mentor nor the new teacher shall be called or required to testify as a witness in any grievance or administrative hearing involving the professional competence of the mentor or new teacher, or the mentor relationship. However, nothing herein excuses the mentor or new teacher from testifying or cooperating with an investigation of alleged criminal or illegal conduct.
3. Association members and/or Association coaches are not to be utilized as the evaluator under any circumstances.

#### D. ADMINISTRATIVE SUPPORT

Upon request, the Administration shall make available reasonable release time using the allocated visitation days currently allowed in Article 17, Section D., 4. so that the mentor may work with the new teacher in his/her assignment during the regular work day.

#### E. NEW EMPLOYEE ORIENTATION

1. The District will continue to provide three days of new employee orientation immediately prior to the start of the school year, which will include at least the following topics:
  - a. Mentor/probationer relationships
  - b. District/building/program policies and procedures
  - c. Successful performance evaluation
  - d. Statutes which impact probationers and all teachers
  - e. Instructional resources

- f. School or program improvement
  - g. Staff development
  - h. Special Education/Regular Education relationships
  - i. The Association shall have 120 minutes on the agenda for Association membership orientation and Association contract orientation.
2. Employees hired after the beginning of the school year shall attend a two hour training with the Association, a two evening orientation session with the District, fulfill ten hours of time completing the district's new employee orientation online modules, and complete two hours of Novell or technology training. If the online modules are not available, the district will schedule not more than three evening orientation sessions (typically no later than April 1 of that school year), to satisfy the orientation requirement.

#### F. EXPECTATION

The expectation is that the mentor relationship shall last three (3) years.

- G. It is expected that all mentors shall attend a mentor orientation session scheduled by the district, four (4) organizational meetings and meetings at least every other week with the new teacher. The Mentor Coordinator will document attendance at the organizational meetings and provide the District with a list at year's end.

Mentors who have attended four (4) mentor organizational meetings in a given school year will be considered "GRPS trained mentors" and need only attend one (1) organizational meeting in subsequent years as designated by the Mentor Coordinator to be eligible for mentor compensation or to use mentorship for teacher evaluation.

- H. Before the mentorship begins, the principal/supervisor and mentor shall agree on the compensation from one of the options listed. The principal/supervisor and mentor shall sign the Mentor Agreement document, and it shall be returned to the Human Resources Office. The principal/supervisor and the mentor can make any of the following alternate arrangements for each year of the mentorship:

1. If the mentor is scheduled for a sequenced evaluation, the principal/supervisor and mentor may agree to use the mentorship as the Professional Learning Plan (PLP). Mentors who use the mentorship as a PLP agree to become "GRPS trained mentors" by attending four mentor organizational meetings as per Article 23 G.
2. The principal/supervisor and mentor may agree on an appropriate amount of compensatory time for the mentor within the existing parameters for compensatory time (Article 12, R).
3. If none of the above options are selected, the mentor will be compensated in the following manner:



- a. \$600.00 for a first-year teacher, upon submission of documentation to Human Resources that the commitments in Article 23, G (above) have been completed.
  - b. \$300.00 for a second-year teacher, upon submission of documentation to Human Resources that the mentor met with the second-year teacher at least nine (9) times during the school year.
  - c. \$150.00 for a third-year teacher, upon submission of documentation to Human Resources that the mentor met with the third-year teacher at least four (4) times during the school year.
4. The District will offer SBCEU credit to teachers serving as mentors (under PA 335 Section 1526 guidelines) no later than thirty days after ratification of this Agreement. Any cost associated with the SBCEU will be incurred by the teacher.

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## **Article 24 SHARED TIME**

### A. DEFINITION

Shared Time is the program in which Grand Rapids Public Schools provides educational services to area non-public schools.

### B. AGREEMENT

This Agreement applies to Grand Rapids Education Association bargaining unit members who work in the shared time program. Unless specifically referenced in this article, all terms and conditions of the current Master Agreement apply.

### C. PROBLEM-SOLVING

Upon the request of either party, the Grand Rapids Education Association and the Grand Rapids Public Schools will meet to discuss problems or concerns with the implementation of the program. By mutual agreement, additional written letters of agreement may result from these discussions.

### D. WORK YEAR

Because the school calendars of the non-public buildings serviced vary, it is expressly recognized that the actual schedule may vary for shared time staff from the published GRPS school calendar. However, in no event shall a shared time teacher be required to report more than the total number of teacher attendance days for all GREA staff, as described in the Master Agreement. Shared time teachers are required to report the same total number of teacher attendance days as all GREA staff.

### E. INDIVIDUAL CALENDARS

On an on-going basis throughout the year, each shared time employee will communicate with his/her supervisor concerning the actual teacher attendance days, based on the needs of the building he/she services. If it appears the employee will report more teacher attendance days than provided in the Master Agreement, he/she and the supervisor will discuss how best to reduce the teacher attendance days. If it appears the employee will report less than the teacher attendance days required in the Master Agreement, he/she and the supervisor will discuss how best to increase the teacher attendance days, without decreasing the number of student contact days.

### F. MEETINGS

On the first and third Monday of each month, employees are required to attend shared time staff meetings at 3:45 p.m. Employees who miss part of the meeting are

responsible for obtaining the information from the meeting by contacting the shared time office.

#### G. PARENT-TEACHER CONFERENCES

In order to be eligible for paid conference exchange days, shared time teachers will attend 18 hours per year of school sponsored parent-teacher contact time as scheduled by their assigned school(s). If 18 hours are not scheduled, the teacher shall discuss with his/her supervisor how to make up the 18 hours. If no agreement is reached, the teacher shall be assigned alternate duties to achieve the 18 hours.

#### H. SCHOOL CLOSING DAYS

Shared Time teachers shall work at their assigned sites when the assigned sites are open, regardless of whether or not Grand Rapids Public Schools is open or closed. On days when their shared time site is unexpectedly closed due to Acts of God, shared time teachers are not required to report for work unless needed to achieve the requisite number of teacher attendance days per paragraph E. herein. However, on an individual basis, they may choose to work at an alternate site, upon advance approval of the Shared Time Office. In this case, as part of the discussions with the supervisor, a teacher who needs to add teacher attendance days to the year should communicate to his/her supervisor that he/she plans to work on Acts of God days for the non-public school. They should discuss the location, type of work, etc. If for any reason this Agreement cannot be followed, the teacher shall so inform the supervisor in advance or as soon as reasonably possible, and the supervisor will have the authority to assign the teacher to alternate duty.

I. The Shared Time staff understand the need to maximize student FTE counts to fund the program, therefore, GREA agrees that six (6) hours of professional development will not be used for staff development in shared time. Rather, the Shared Time staff will instruct the six (6) hours during the school year. Therefore, Shared Time staff will have thirty (30) hours of professional development time.

J. In the event Shared Time teachers are teaching in programs which have school in session at any time during the Winter break for GRPS or Martin Luther King Day or the Friday before Memorial Day (if GRPS is not in session) the individual Shared Time teacher shall have the option of using personal days on any such days, subject to the following limitations:

1. There must be a substitute known to be available to provide coverage by no later than five (5) school days before the intended absence.
2. In the event there are not enough substitutes to provide coverage, GREA seniority order will be used to determine which requests will be honored.
3. So that the Shared Time Office has adequate time to assess if sufficient substitutes are available, and so that staff whose requests cannot be honored

are given adequate advance notice, the following are the deadlines for making requests for use of personal days:

- a. For Winter Break, the deadline is December 1.
- b. For Martin Luther King Jr. Day, the deadline is the last day of school before the GRPS Winter Break.
- c. For the Friday before Memorial Day (if the District is not in session), the deadline is March 28.

(This is an exception to Article 17 C.1.c. and d.)

- K. The Parties agree that the Shared Time Office and Shared Time teachers shall make arrangements for the professional development day to occur on another day, to maximize student contact time.

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**Article 25****CHILD DISCOVERY CENTER**

Pursuant to the School Code (380.501-380.518) the Grand Rapids Public Schools, a K-12 public school district, has authorized the Child Discovery Center as a charter school. Therefore, the teachers and other professional employees are covered by the terms and conditions of the Collective Bargaining Agreement between the Grand Rapids Public Schools and the Grand Rapids Education Association. All of the terms and conditions of the collective bargaining apply to those employees except as enumerated below.

- A. Article 4 G (Non-Tenure Employees). Because charter school employees are excluded under the Michigan Teacher Tenure Act [38.71 section 1(3)] from obtaining tenure while teaching in a charter school, it is expressly recognized that Article 4 G applies to ancillary staff at the Child Discovery Center.
- B. Article 4 J (Tenure Act) is excluded.
- C. Article 4 M (Evaluation) is excluded. The staff and principal of the Child Discovery Center will jointly develop an evaluation process.
- D. Article 7 (Joint Councils/Committees) is excluded.
- E. Article 9 (Transfers and Vacancies). GREA employees working for GRPS will not have transfer rights into the Child Discovery Center. Similarly, Child Discovery Center staff will not have transfer rights into GRPS positions. In the event of layoff in either GRPS or Child Discovery Center, the laid off employees will not have rights within the other.
- F. Article 10 (Seniority-Layoff and Recall). Teachers at the Child Discovery Center shall have seniority only within the Center and not within GREA as a whole. Similarly, GREA seniority will not apply within the Child Discovery Center.
- G. Article 11 (Transfer of Employee out of Unit) is excluded.
- H. Article 12 A (Reference Materials Center) is excluded.
- I. Article 12 J (Department Heads) is excluded.
- J. Article 12 K (Hours and Assignments) is excluded.
- K. Article 14 A (Calendar) and 14 D (Extra-Curricular Assignments) are excluded.
- L. Article 20 (Appointments and Release of Employees to and from Paid Extra-Curricular Assignments) is excluded.
- M. Article 24 (Shared Time) is excluded.

- N. Appendix D (Court Order) is excluded.
- O. Appendix F (230 Day Employees) is excluded.
- P. Appendix H (National Board of Professional Teaching Standards) is excluded.

*The remainder of this page is intentionally left blank.*

**ARTICLE 26  
DURATION OF CONTRACT**

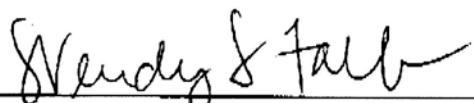
**CONTRACT LENGTH**

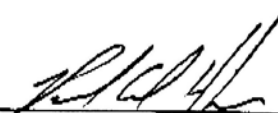
Unless otherwise stated herein, this Agreement shall be effective as of August 24, 2012, and shall continue in effect until June 30, 2015. This Agreement shall not be extended orally and it is understood that it shall expire on the dates indicated.


All employee rates of pay shall be frozen at the pay rate in place on June 30, 2014. No step increases or other increase to employee pay rates, compensation, or fringe benefit costs shall occur following this date unless otherwise agreed. However, notwithstanding this freeze, this Agreement may be re-negotiated during its term at the option of either party, upon written notice to the other party of a desire to re-negotiate given on or before April 1, 2014. If this Agreement is re-negotiated, the negotiations shall be specifically limited to the direct pay rates, inclusive of steps, of employees covered by this Agreement and the Board's contributions toward health insurance premiums. All other provisions of this Agreement shall remain in full force and effect during the re-negotiations and until this Agreement is terminated.

THE BOARD OF EDUCATION OF  
THE GRAND RAPIDS PUBLIC SCHOOLS

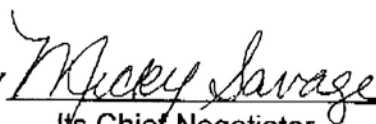
THE GRAND RAPIDS  
EDUCATION ASSOCIATION

BY   
Its President

BY   
Its President

BY   
Its Secretary

BY   
Its Secretary

BY   
Its Chief Negotiator

BY   
Its Chief Negotiator

## APPENDIX A

### GENERAL PROVISIONS

#### 1. Flexibility of Sessions

If it is determined that students in any half-day programs are not meeting minimum state code requirements, the Board shall retain the right to make necessary rearrangements of a.m. and p.m. sessions, within a day, to provide this minimum. Any such changes shall be sent to the Association and the affected employees no less than thirty (30) work days before they become effective.

#### 2. Flexibility of Schedule

The Board shall maintain schedule flexibility to comply with the school code calendar requirements.

#### 3. State Requirements regarding student instruction days

This calendar is based on the state's current law that 180 days of student instruction do not need to be scheduled, as long as the 1098 hours of instruction requirement is met. The parties agree that should the state restore the 180 day requirement, the Parties will use the Interest-Based Strategy Process to renegotiate the calendar to meet state requirements.

#### 4. For the schedule of individual teacher records time and professional development/collaborative planning time, see the calendar below. For the alternative calendars, see Appendix F.

#### 5. Parent-Teacher Conferences

Buildings have the authority to use shared decision making to determine alternate schedules for parent-teacher conferences. Any change from the recommended calendar must be supported by a majority of the affected GREA staff. Buildings must provide nine (9) hours of conference times in the spring and fall. In exchange for conference time, GREA staff who have conference responsibilities, or who perform alternative service for 18 hours, will have the following days with no responsibilities but will be paid: Wednesday before Thanksgiving, Martin Luther King Jr. holiday and the Friday before the full week of Spring break. (When the Friday before Spring Break week is Good Friday, the parties will adjust the conference exchange day to another date.)

#### 6. Employees will be required to attend manifestation determination meetings, IEP meetings, child study meetings, and/or parent meetings as directed by his/her immediate supervisor. Whenever possible, these meetings shall occur during the regular school day. A minimum of forty-eight hours notice is required for meetings scheduled outside of the regular school day, except for emergency situations.



*The remainder of this page is intentionally left blank.*

**2012-2013-Monday Staff Meeting Schedule**  
*Alt. Calendar Year Round Schools (Campau, Campus, Coit, Dickinson, GR Montessori)*

| FIRST MONDAY                          | SECOND MONDAY | THIRD MONDAY                          | FOURTH MONDAY      |
|---------------------------------------|---------------|---------------------------------------|--------------------|
| Bldg./Program Adm./School Improvement | No Meeting    | Bldg./Program Adm./School Improvement | GREA               |
| Tuesday September 4                   | No Meeting    | No Meeting                            | September 24       |
| October 1                             | No Meeting    | October 15                            | October 22         |
| No Meeting                            | No Meeting    | No Meeting                            | November 26        |
| December 3                            | No Meeting    | December 17                           | No Meeting         |
| January 7                             | No Meeting    | Tuesday January 22                    | Tuesday January 29 |
| February 4                            | No Meeting    | No Meeting                            | February 25        |
| March 4                               | No Meeting    | March 18                              | No Meeting         |
| No Meeting                            | No Meeting    | April 15                              | April 22           |
| May 6                                 | No Meeting    | No Meeting                            | Tuesday May 28     |
| June 3                                | No Meeting    | June 17                               | No Meeting         |
|                                       |               |                                       |                    |

There are 2 months that have 5 Mondays, October 29, 2012 and April 29, 2013. All 5<sup>th</sup> Mondays are free.

First Monday – Building/Program Administration/School Improvement (SIT). If no building/program administration or SIT activities are scheduled, this time will be used for team planning. If no team planning is scheduled, this will be individual planning time. Such meetings are limited to one and one-half (1½) hours after student dismissal.

Second Monday – No Meetings.

Third Monday - Building/Program Administration/School Improvement. If no building/program administration or SIT activities are scheduled, this time will be used for team planning. If no team planning is scheduled, this will be individual planning time. Such meetings are limited to one and one-half (1½) hours after student dismissal.

Each employee, unless excused by the administration, shall attend each scheduled staff meeting. It is recognized that unexcused absences may fall under the employee discipline provisions of this agreement. The time obligation for a part time employee shall be prorated according to the assignment. However, job share employees are covered by Article 12.S.

Fourth Monday – GREA. At the beginning of any GREA fourth (4th) Monday meeting the administration may make brief announcements.

In an emergency situation, a meeting may be called at any time.

2012-2013 Monday Staff Meeting Schedule  
38 AA REGULAR CALENDAR

| FIRST MONDAY                            | SECOND MONDAY | THIRD MONDAY                            | FOURTH MONDAY      |
|---|---------------|---|--------------------|
| Bldging/Program Adm./School Improvement | No Meeting    | Bldging/Program Adm./School Improvement | GREA               |
| Tuesday September 4                     | No Meeting    | September 17                            | September 24       |
| October 1                               | No Meeting    | October 15                              | October 22         |
| No Meeting                              | No Meeting    | November 19                             | November 26        |
| December 3                              | No Meeting    | December 17                             | No Meeting         |
| January 7                               | No Meeting    | Tuesday January 22                      | Tuesday January 29 |
| February 4                              | No Meeting    | No Meeting                              | February 25        |
| March 4                                 | No Meeting    | March 18                                | March 25           |
| No Meeting                              | No Meeting    | April 15                                | April 22           |
| May 6                                   | No Meeting    | May 20                                  | No Meeting         |
| June 3                                  | -----         | -----                                   | -----              |

There are 2 months that have 5 Mondays, October 29, 2012 and April 29, 2013. All 5<sup>th</sup> Mondays are free.

First Monday – Building/Program Administration/School Improvement (SIT). If no building/program administration or SIT activities are scheduled, this time will be used for team planning. If no team planning is scheduled, this will be individual planning time. Such meetings are limited to one and one-half (1½) hours after student dismissal.

Second Monday – No Meetings.

Third Monday - Building/Program Administration/School Improvement. If no building/program administration or SIT activities are scheduled, this time will be used for team planning. If no team planning is scheduled, this will be individual planning time. Such meetings are limited to one and one-half (1½) hours after student dismissal.

Each employee, unless excused by the administration, shall attend each scheduled staff meeting. It is recognized that unexcused absences may fall under the employee discipline provisions of this agreement. The time obligation for a part time employee shall be prorated according to the assignment. However, job share employees are covered by Article 12.S.

Fourth Monday – GREA. At the beginning of any GREA fourth (4th) Monday meeting the administration may make brief announcements.

In an emergency situation, a meeting may be called at any time.

# Appendix A

38AA - Regular School Calendar

2012-2013

| MONTH                    | MON      | TUES   | WED    | THURS  | FRI    | Student |            | PD=Professional Development<br>CED=Conference Exchange Day | RC=Records Day |
|--------------------------|----------|--------|--------|--------|--------|---------|------------|--|----------------|
|                          |          |        |        |        |        | Days    | Staff Days |  |                |
| JULY                     | n        | n      | n      | n      | n      |         |            |  |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
| AUGUST                   |          |        | n      | n      | n      |         |            | 8/27-8/29 PD   |                |
|                          | n        | n      | n      | n      | n      |         |            | 8/30-Classroom set up                                      |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
|                          | PD-27    | PD-28  | PD-29  | 30     | n      |         | 4          |  |                |
| SEPTEMBER                | H - 3    | 4      | 5      | 6      | 7      | 4       | 5          | 9/3/12 - Labor Day Holiday                                 |                |
|                          | 10       | 11     | 12     | 13     | 14     | 5       | 5          | 9/4/12 First day for students                              |                |
|                          | 17       | 18     | 19     | 20     | 21     | 5       | 5          |  |                |
|                          | 24       | 25     | 26     | 27     | 28     | 5       | 5          |  |                |
| OCTOBER                  |          |        |        |        |        |         |            |  |                |
|                          | 1        | 2      | 3      | 4      | 5      | 5       | 5          |  |                |
|                          | 8        | 9      | 10     | 11     | 12     | 5       | 5          |  |                |
|                          | 15       | 16     | 17     | 18     | 19     | 5       | 5          |  |                |
|                          | 22       | 23     | 24     | 25     | 26     | 5       | 5          |  |                |
| NOVEMBER                 | 29       | 30     | 31     |        |        | 3       | 3          |  |                |
|                          |          |        |        | 1      | 2      | 2       | 2          | 11/5 RC elementary; PD secondary                           |                |
|                          | RC/PD-5* | CED-6  | 7      | 8      | 9      | 3       | 5          | 11/6 Election Day/CED-no students                          |                |
|                          | 12       | 13     | 14     | 15     | 16     | 5       | 5          | 11/6 11:59 pm grades due in system                         |                |
|                          | 19       | 20     | CED-21 | H - 22 | H - 23 | 2       | 5          | 11/21 CED  |                |
| DECEMBER                 | 26       | 27     | 28     | 29     | 30     | 5       | 5          | 11/22-11/23 Thanksgiving Holiday                           |                |
|                          | 3        | 4      | 5      | 6      | 7      | 5       | 5          | 12/24-1/4 Winter Break                                     |                |
|                          | 10       | 11     | 12     | 13     | 14     | 5       | 5          |  |                |
|                          | 17       | 18     | 19     | 20     | 21     | 5       | 5          |  |                |
|                          | WB-24    | H - 25 | WB-26  | WB-27  | WB-28  | 0       | 1          |  |                |
| JANUARY                  | WB-31    |        |        |        |        |         |            |  |                |
|                          |          | H-1    | WB-2   | WB-3   | WB-4   | 0       | 1          | 1/1 - New Years Day Holiday                                |                |
|                          | 7        | 8      | 9      | 10     | 11     | 5       | 5          | 1/21 CED   |                |
|                          | 14       | 15     | 16     | 17     | 18     | 5       | 5          | 1/24 & 1/25 elementary-students a.m./RC p.m.               |                |
|                          | CED-21   | 22     | 23     | 24     | 25     | 4       | 5          | 1/23,24,25 secondary exams a.m./RC p.m.                    |                |
| FEBRUARY                 | PD-28    | 29     | 30     | 31     |        | 3       | 4          | 1/26 11:59pm grades due in system                          |                |
|                          |          |        |        |        | 1      | 1       | 1          | 1/28 PD-no students  |                |
|                          | 4        | 5      | 6      | 7      | 8      | 5       | 5          |  |                |
|                          | 11       | 12     | 13     | 14     | 15     | 5       | 5          | 2/18 PD-no students  |                |
|                          | PD-18    | 19     | 20     | 21     | 22     | 4       | 5          |  |                |
| MARCH                    | 25       | 26     | 27     | 28     |        | 4       | 4          |  |                |
|                          |          |        |        |        | 1      | 1       | 1          | 3/29 - Good Friday Holiday                                 |                |
|                          | 4        | 5      | 6      | 7      | 8      | 5       | 5          |  |                |
|                          | 11       | 12     | 13     | 14     | 15     | 5       | 5          |  |                |
|                          | 18       | 19     | 20     | 21     | 22     | 5       | 5          |  |                |
| APRIL                    | 25       | 26     | 27     | 28     | H - 29 | 4       | 5          |  |                |
|                          | SB-1     | SB-2   | SB-3   | SB-4   | SB-5   | 0       | 0          | 4/1-4/5 Spring Break                                       |                |
|                          | 8        | 9      | 10     | 11     | 12     | 5       | 5          | 4/2 11:59 pm grades due in system                          |                |
|                          | 15       | 16     | 17     | 18     | 19     | 5       | 5          |  |                |
|                          | 22       | 23     | 24     | 25     | 26     | 5       | 5          |  |                |
| MAY                      | 29       | 30     |        |        |        | 2       | 2          |  |                |
|                          |          |        | 1      | 2      | 3      | 3       | 3          | 5/27 - Memorial Day  |                |
|                          | 6        | 7      | 8      | 9      | 10     | 5       | 5          |  |                |
|                          | 13       | 14     | 15     | 16     | 17     | 5       | 5          |  |                |
|                          | 20       | 21     | 22     | 23     | 24     | 5       | 5          |  |                |
| JUNE                     | H - 27   | 28     | 29     | 30     | 31     | 4       | 5          |  |                |
|                          | 3        | 4      | 5      | 6      | 7      | 5       | 5          | 6/6 & 6/7 elementary-students a.m./RC p.m.                 |                |
|                          | n        | n      | n      | n      | n      |         |            | 6/5,6,7 secondary exams a.m./RC p.m.                       |                |
|                          | n        | n      | n      | n      | n      |         |            | 6/8 11:59pm grades due in system                           |                |
|                          | n        | n      | n      | n      | n      |         |            |  |                |
| Total Staff Earning Days |          |        |        |        |        | 174     | 191        |  |                |

\* November 5th - Pre-K and elementary (including K-8) shall complete 6 hours of flex PD between 9/1/2012 and 6/7/2013

7.26.12

## Appendix A

### 38AA GREA Regular

2012-2013 Calendar

Professional Development: All Schools are required to meet a minimum of 36 hours. Additional time may be required of a school depending on the school's AYP status. When PD & Records time occur on the same day for Elementary Schools, PD will occur in the afternoon, in order to allow time for records to be completed in the morning.

| <u>Elementary School</u> |              | <u>Secondary School</u> |              |
|--------------------------|--------------|-------------------------|--------------|
| <u>Date</u>              | <u>Hours</u> | <u>Date</u>             | <u>Hours</u> |
| August 27                | 6            | August 27               | 6            |
| August 28                | 6            | August 28               | 6            |
| August 29                | 6            | August 29               | 6            |
| January 28               | 6            | November 5              | 6            |
| February 18              | 6            | January 28              | 6            |
| Flex Time                | 6            | February 18             | 6            |

|                 |    |    |
|-----------------|----|----|
| Total PD Hours: | 36 | 36 |
|-----------------|----|----|

### Records Time

| <u>Elementary School</u> |              | <u>Secondary School</u> |              |
|--------------------------|--------------|-------------------------|--------------|
| <u>Date</u>              | <u>Hours</u> | <u>Date</u>             | <u>Hours</u> |
| November 5               | 6            | January 23*             | 3            |
| January 24*              | 3            | January 24*             | 3            |
| January 25*              | 3            | January 25*             | 3            |
| June 6*                  | 3            | June 5*                 | 3            |
| June 7*                  | 3            | June 6*                 | 3            |
|                          |              | June 7*                 | 3            |

|                |    |    |
|----------------|----|----|
| Total Records: | 18 | 18 |
|----------------|----|----|

\*Indicates early dismissal time for students

### Marking Periods - Grades Due

| <u>All Schools</u> |                 |
|--------------------|-----------------|
| <u>Date</u>        | <u>Hours</u>    |
| Period 1           | 11:59pm - 11/06 |
| Period 2           | 11:59pm - 01/26 |
| Period 3           | 11:59pm - 04/02 |
| Period 4           | 11:59pm - 06/08 |

Parent Teacher Conferences: GREA staff are expected to work evening parent teacher conferences. Schedules are set at the building/program level but are expected to occur around the scheduled marking periods. Staff are expected to work a total of 18 evening hours. In exchange for working these evening hours, staff will be compensated on the following conference exchange days: November 6 (Election Day), November 21 (day before Thanksgiving), and January 21 (MLK Day). Staff who do not complete the required time and without satisfactory explanation will have their pay docked for any missed time.

Pay Period Information for 2012-2013 School Year for GREA Staff

| Pay Period Information by Fiscal Year |                           |             |
|---------------------------------------|---------------------------|-------------|
| 2012-2013                             |                           |             |
| Period #                              | Pay Period                | Check Date  |
| 1                                     | 08/20/2012 - 08/31/2012   | 09/14/2012  |
| 2                                     | 09/04/2012 - 09/14/2012   | 09/28/2012  |
| 3                                     | 09/17/2012 - 09/28/2012   | 10/12/2012  |
| 4                                     | 10/01/2012 - 10/12/2012   | 10/26/2012  |
| 5                                     | 10/15/2012 - 10/26/2012   | 11/09/2012  |
| 6                                     | 10/29/2012 - 11/09/2012   | 11/20/2013* |
| 7                                     | 11/12/2012 - 11/21/2012   | 12/07/2012  |
| 8                                     | 11/26/2012 - 12/07/2012   | 12/21/2012  |
| 9                                     | 12/10/2012 - 12/21/2012   | 01/04/2013  |
| 10                                    | WINTER BREAK              | 01/18/2013  |
| 11                                    | 01/07/2013 - 01/18/2013   | 02/01/2013  |
| 12                                    | 01/21/2013 - 02/01/2013   | 02/15/2013  |
| 13                                    | 02/04/2013 - 02/15/2013   | 03/01/2013  |
| 14                                    | 02/18/2013 - 03/01/2013   | 03/15/2013  |
| 15                                    | 03/04/2013 - 03/15/2013   | 3/28/2013*  |
| 16                                    | 03/18/2013 - 03/28/2013   | 04/12/2013  |
| 17                                    | SPRING BREAK - 04/12/2013 | 04/26/2013  |
| 18                                    | 04/15/2013 - 04/26/2013   | 05/10/2013  |
| 19                                    | 04/29/2013 - 05/10/2013   | 05/24/2013  |
| 20                                    | 05/13/2013 - 05/24/2013   | 06/07/2013  |
| 21                                    | 05/28/2013 - 06/07/2013   | 06/21/2013  |
| 22                                    |                           | 07/05/2013  |
| 23                                    |                           | 07/19/2013  |
| 24                                    |                           | 08/02/2013  |
| 25                                    |                           | 08/16/2013  |
| 26                                    |                           | 08/30/2013  |

\* Early Pay Day

# Appendix A

38AA - REGULAR SCHOOL YEAR CALENDAR - GREA 2013-2014

Staff: 8/28/13 - 6/10/14  
Students: 9/3/13 - 6/10/14

|             | MON       | TUES    | WED      | THURS   | FRI     | Student Days | Staff Days | NOTES  |
|-------------|-----------|---------|----------|---------|---------|--------------|------------|--|
| <b>2013</b> |           |         |          |         |         |              |            |  |
| JULY        | N - 1     | N - 2   | N - 3    | N - 4   | N - 5   |              |            |  |
|             | N - 8     | N - 9   | N - 10   | N - 11  | N - 12  |              |            |  |
|             | N - 15    | N - 16  | N - 17   | N - 18  | N - 19  |              |            |  |
|             | N - 22    | N - 23  | N - 24   | N - 25  | N - 26  |              |            |  |
|             | N - 29    | N - 30  | N - 31   |         |         |              |            |  |
| AUG         |           |         |          | N - 1   | N - 2   |              |            | 8/28 - PD  |
|             | N - 5     | N - 6   | N - 7    | N - 8   | N - 9   |              |            | 8/29 - AM principal meeting 3 hours; PM Classroom set up 3 hours |
|             | N - 12    | N - 13  | N - 14   | N - 15  | N - 16  |              |            |  |
|             | N - 19    | N - 20  | N - 21   | N - 22  | N - 23  |              |            |  |
|             | N - 26    | N - 27  | PD - 28  | 29      | N - 30  |              | 2          |  |
| SEPT        | H - 2     | 3       | 4        | 5       | 6       | 4            | 5          | 9/2 - Labor Day Holiday  |
|             | 9         | 10      | 11       | 12      | 13      | 5            | 5          | 9/3 - First day for students; No staff meeting                   |
|             | 16        | 17      | 18       | 19      | 20      | 5            | 5          | 9/27 PD  |
|             | 23        | 24      | 25       | 26      | PD - 27 | 4            | 5          |  |
|             | 30        |         |          |         |         | 1            | 1          |  |
|             |           |         |          |         |         |              |            |  |
| OCT         |           | 1       | 2        | 3       | 4       | 4            | 4          |  |
|             | 7         | 8       | 9        | 10      | 11      | 5            | 5          |  |
|             | 14        | 15      | 16       | 17      | 18      | 5            | 5          |  |
|             | 21        | 22      | 23       | 24      | 25      | 5            | 5          |  |
|             | 28        | 29      | 30       | 31      |         | 4            | 4          |  |
| NOV         |           |         |          |         | 1       | 1            | 1          | 11/4 - Elem Records  |
|             | PD/RC - 4 | CED - 5 | 6        | 7       | 8       | 3            | 5          | 11/4 MS/HS PD only   |
|             | 11        | 12      | 13       | 14      | 15      | 5            | 5          | 11/5 & 11/27 - CED   |
|             | 18        | 19      | 20       | 21      | 22      | 5            | 5          | 11/28-11/29 - Thanksgiving Holiday                               |
|             | 25        | 26      | CED - 27 | H - 28  | H - 29  | 2            | 5          | 11/24 start of MP 2<br>11/5 11:59 pm grades due                  |
| DEC         | 2         | 3       | 4        | 5       | 6       | 5            | 5          |  |
|             | 9         | 10      | 11       | 12      | 13      | 5            | 5          | 12/23-1/3 - Winter Break   |
|             | 16        | 17      | 18       | 19      | 20      | 5            | 5          | 12/25 - Christmas Holiday  |
|             | N - 23    | N - 24  | H - 25   | N - 26  | N - 27  | 0            | 1          |  |
|             | N - 30    | N - 31  |          |         |         | 0            | 0          |  |
| <b>2014</b> |           |         |          |         |         |              |            |  |
| JAN         |           |         | H - 1    | N - 2   | N - 3   | 0            | 1          | 1/1 - New Years Day Holiday                                      |
|             | 6         | 7       | 8        | 9       | 10      | 5            | 5          | 1/16 & 1/17 elem students AM/RC PM                               |
|             | 13        | 14      | EX - 15  | EX - 16 | EX - 17 | 5            | 5          | 1/15-1/17 - MS/HS Exams AM / Records PM                          |
|             | CED - 20  | 21      | 22       | 23      | 24      | 4            | 5          | 1/20 - MLK Day - CED   |
|             | 27        | 28      | 29       | 30      | 31      | 5            | 5          | 1/21 start of MP 3<br>1/20 11:59 pm grades due                   |
| FEB         | 3         | 4       | 5        | 6       | 7       | 5            | 5          | 2/17 Mid winter break  |
|             | 10        | 11      | 12       | 13      | 14      | 5            | 5          | 2/18 - PD  |
|             | N - 17    | PD - 18 | 19       | 20      | 21      | 3            | 4          |  |
|             | 24        | 25      | 26       | 27      | 28      | 5            | 5          |  |
| MAR         | 3         | 4       | 5        | 6       | 7       | 5            | 5          | 3/21 PD 3/23 11:59   |
|             | 10        | 11      | 12       | 13      | 14      | 5            | 5          | pm grades due  |
|             | 17        | 18      | 19       | 20      | PD - 21 | 4            | 5          | 3/24 start of MP 4   |
|             | 24        | 25      | 26       | 27      | 28      | 5            | 5          |  |
|             | 31        |         |          |         |         | 1            | 1          |  |
| APR         |           | 1       | 2        | 3       | N - 4   | 3            | 3          |  |
|             | N - 7     | N - 8   | N - 9    | N - 10  | N - 11  | 0            | 0          | 4/4-4/11 - Spring Break  |
|             | 14        | 15      | 16       | 17      | H - 18  | 4            | 5          | 4/18 - Good Friday Holiday                                       |
|             | 21        | 22      | 23       | 24      | 25      | 5            | 5          |  |
|             | 28        | 29      | 30       |         |         | 3            | 3          |  |
| MAY         |           |         |          | 1       | 2       | 2            | 2          | 5/9 PD   |
|             | 5         | 6       | 7        | 8       | PD - 9  | 4            | 5          | 5/26 - Memorial Day Holiday                                      |
|             | 12        | 13      | 14       | 15      | 16      | 5            | 5          |  |
|             | 19        | 20      | 21       | 22      | 23      | 5            | 5          |  |
|             | H - 26    | 27      | 28       | 29      | 30      | 4            | 5          |  |
| JUN         | 2         | 3       | 4        | 5       | 6       | 5            | 5          | 6/11 & 6/12 - Elem students AM / RC PM                           |
|             | 9         | EX - 10 | EX - 11  | EX - 12 | N - 13  | 4            | 4          | 6/10, 6/11, 6/12 - MS/HS exams AM / RC PM                        |
|             | N - 16    | N - 17  | N - 18   | N - 19  | N - 20  |              |            | 6/13 11:59 pm grades due   |
|             | N - 23    | N - 24  | N - 25   | N - 26  | N - 27  |              |            |  |
|             | N - 30    |         |          |         |         |              |            |  |
|             |           |         |          |         | 174     | 191          |            |  |

## Appendix A

### 38AA GREA Regular

2013 - 2014 Calendar

Professional Development: All Schools are required to meet a minimum of 36 hours. Additional time may be required of a school depending on the school's AYP status. When PD & Records time occur on the same day for Elementary Schools, PD will occur in the afternoon, in order to allow time for records to be completed in the morning.

|                 | <u>Elementary School</u> |             | <u>Secondary School</u> |
|-----------------|--------------------------|-------------|-------------------------|
|                 | <u>Date</u>              | <u>Hour</u> | <u>Date</u>             |
|                 | August 28                | 6           | August 28               |
|                 | September 27             | 6           | September 27            |
|                 | February 18              | 6           | November 4              |
|                 | March 21                 | 6           | February 18             |
|                 | May 9 or independent     | 6           | March 21                |
|                 | Flex Time*               | 6           | May 9 or independent    |
| Total PD Hours: |                          | 36          | 36                      |

### Records Time

|                | <u>Elementary School</u> |              | <u>Secondary School</u> |
|----------------|--------------------------|--------------|-------------------------|
|                | <u>Date</u>              | <u>Hours</u> | <u>Date</u>             |
|                | November 4               | 6            | January 15              |
|                | January 16               | 3            | January 16              |
|                | January 17               | 3            | January 17              |
|                | June 11                  | 3            | June 10                 |
|                | June 12                  | 3            | June 11                 |
|                |                          |              | June 12                 |
| Total Records: |                          | 18           | 18                      |

\* to be held between 9/3/13 & 6/12/14

### Marking Periods - Grades Due

| <u>All Schools</u> |                 |
|--------------------|-----------------|
| <u>Date</u>        | <u>Hours</u>    |
| Period 1           | 11:59pm - 11/05 |
| Period 2           | 11:59pm - 01/20 |
| Period 3           | 11:59pm - 03/23 |
| Period 4           | 11:59pm - 06/13 |

Parent Teacher Conferences: GREA staff are expected to work evening parent teacher conferences. Schedules are set at the building/program level but are expected to occur around the scheduled marking periods. Staff are expected to work a total of 18 evening hours. In exchange for working these evening hours, staff will be compensated on the following conference exchange days: November 6 (Election Day), November 21 (day before Thanksgiving), and January 21 (MLK Day). Staff who do not complete the required time and without satisfactory explanation will have their pay docked for any missed time.



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## APPENDIX B

### 1. Salary Schedule 2012-2013 (Effective Upon Ratification) and 2013-2014

|    | <b>BA</b> | <b>MA</b> | <b>MA +10</b> | <b>MA +20</b> | <b>MA +30</b> | <b>MFA/MSW/Spec</b> | <b>PhD</b> |
|----|-----------|-----------|---------------|---------------|---------------|---------------------|------------|
| 1  | 36983     | 41058     | 41651         | 41850         | 42057         | 42244               | 42837      |
| 2  | 38092     | 42290     | 42901         | 43106         | 43319         | 43511               | 44122      |
| 3  | 39490     | 44042     | 44653         | 44859         | 45061         | 45264               | 45875      |
| 4  | 41241     | 46142     | 46753         | 46956         | 47160         | 47362               | 47972      |
| 5  | 42995     | 48237     | 48847         | 49053         | 49256         | 49460               | 50070      |
| 6  | 44303     | 50195     | 50801         | 51002         | 51204         | 51403               | 52009      |
| 7  | 46385     | 52617     | 53223         | 53426         | 53625         | 53826               | 54433      |
| 8  | 48464     | 55391     | 55997         | 56198         | 56399         | 56601               | 57206      |
| 9  | 50543     | 58163     | 58768         | 58972         | 59171         | 59371               | 59977      |
| 10 | 52964     | 61281     | 61887         | 62088         | 62289         | 62490               | 63095      |
| 11 | 56154     | 64877     | 65485         | 65691         | 65893         | 66095               | 66704      |
| 12 | 56434     | 65200     | 65811         | 66018         | 66221         | 66423               | 67035      |

School Year – Based on 191 earning days. Include 7 paid holidays.

For 2012-2013:

All employees earning a lane change shall be moved to their appropriate lane the first full pay period following ratification and execution of the Agreement.

The on-schedule increase in salary and longevity for the remaining days in the 2012-2013 school year shall be paid to the employees in a lump-sum payment on the first paycheck in May 2013.

For 2013-2014:

Employees earning a lane change and submitting required documentation to Human Resources by October 1, 2013 will have the change effective for the first semester. Employees earning a lane change and submitting required documentation to Human Resources by February 1, 2014 will have the change effective for the second semester.

2. Longevity Service

a. Two thousand three hundred nine dollars (\$2,309.00) shall be added to the annual salary at the beginning of the seventeenth (17<sup>th</sup>) year of service and shall continue every year thereafter. This amount is only applicable to employees who began their seventeenth (17<sup>th</sup>) year of service during or after the 1999-00 school year. GREA employees who began their seventeenth (17<sup>th</sup>) year of service prior to the 1999-00 school year shall receive one thousand one hundred fifty-five dollars (\$1,155.00). This is because these employees had the opportunity to receive training steps at that time and continue to receive \$1,155.00 for all training steps previously earned.

L2 →

b. An additional one thousand one hundred fifty-seven dollars (\$1,157.00) shall be added to the annual salary at the beginning of the twenty-second (22<sup>nd</sup>) year of service and continue every year thereafter.

L3 →

c. An additional two thousand three hundred eleven dollars (\$2,311.00) shall be added to the annual salary at the beginning of the twenty-seventh (27<sup>th</sup>) year of service and continue every year thereafter.

L4 →

A second longevity payment of one thousand six hundred forty-two dollars (\$1,642.00) will be made to all employees with twenty-six and a half (26.5) or more actual years of service to the District. The dollar amount will be pro-rated for part time employees and for employees who do not complete the year on paid status. It will be paid in 2 equal installments no later than the 13<sup>th</sup> pay period of the school year and no later than the first pay period in July.

L5, L6 & L7

Employees who previously received training steps as per previous Collective Bargaining Agreements shall continue to receive them, and they shall continue to increase at the negotiated rate in effect for longevity steps.

3. Mileage Reimbursement

Employees who are required/requested to use their vehicle as a part of their assignment and/or job responsibilities shall be reimbursed per mile at the authorized rate. Actual mileage will be determined by measurement from the first location (reporting site) to subsequent location(s) during a given day. The distance from the last location of the day to another location that the employee may travel that is not work related shall not be reimbursable.

Special situations (e.g. staff required to go to a special location outside of their normal work day) will be reviewed by the Business Office and determination of qualification for mileage reimbursement will follow IRS guidelines.

The request for reimbursement must be submitted on the District standard forms within 60 days of the earliest date for which the employee is seeking reimbursement. Payment shall be made in accordance with the rules and regulations of the Business Office. The established rate shall be reviewed and updated on January 1 of each year per the IRS approved rates.

4. Calculation of daily and hourly pay rates

When calculating the employee's daily pay rate, the annual salary shall be divided by the number of employee work days plus seven (7) holidays (Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day). When calculating the employee's hourly pay rate, the daily pay rate shall be divided by six (6).

5. District success formulas

A. Higher than expected student enrollment

If decline in student enrollment is less than the 700 projected by the Board for the 2014-15 school year, as reflected by comparing fall 2013 count day audited count to fall 2014 count day audited count according to the following, on-schedule payment will be made:

|   | BLENDDED ENROLLMENT | SALARY INCREASE |
|---|---------------------|-----------------|
| 1 | 699-600 decline     | .25%            |
| 2 | 599-500 decline     | .50%            |
| 3 | 499-400 decline     | .75%            |
| 4 | 399-300 decline     | 1.0%            |
| 5 | 299-200 decline     | 1.25%           |
| 6 | 199-100 decline     | 1.50%           |
| 7 | 99-0 decline        | 2.00%           |

Center-based students shall not be reflected in the counts and shall not count either for or against the student count. If audited counts are available, payments will be made the first pay in May 2015 as a lump sum payment. This payment shall be based on the base salary amount for each employee.

*The remainder of this page is intentionally left blank.*

## APPENDIX C

1. Each percentage listed in this Appendix is a percent of the K-12 BA, Step One (1) salary (See Appendix B). All non-exempt, non-GREA employees providing services pursuant to Appendix C will be paid at an hourly wage in compliance with Wage and Hour provisions. Please contact Human Resources for assistance. See Article 20 for appointment procedures to be paid extra-curricular assignments.
2. Grand Rapids Senior High School Coaches' Salary Schedule:
  - a. Position & Sport:

Coordinator of Athletics                      16% + 1 hour released time

|                            | 1 <sup>st</sup> yr. | 2 <sup>nd</sup> yr. | 3 <sup>rd</sup> yr. | 4 <sup>th</sup> yr. | 5 <sup>th</sup> yr. |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Varsity Football           | 16%                 | 17%                 | 18%                 | 19%                 | 20%                 |
| Asst. Varsity Football     | 8%                  | 9%                  | 10%                 | 11%                 | 12%                 |
| Reserve Football           | 8%                  | 9%                  | 10%                 | 11%                 | 12%                 |
| Asst. Reserve Football     | 8%                  | 9%                  | 10%                 | 11%                 | 12%                 |
| Freshman Football          | 6%                  | 7%                  | 8%                  | 9%                  | 10%                 |
| Asst. Freshman Football    | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Basketball         | 14%                 | 15%                 | 16%                 | 18%                 | 19%                 |
| Reserve Basketball         | 6%                  | 7%                  | 8%                  | 9.5%                | 11%                 |
| Freshman Basketball        | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Track              | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |
| Asst. Track                | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Freshman Track             | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Baseball/Softball  | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |
| Reserve Baseball/Softball  | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Freshman Baseball/Softball | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Wrestling          | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |
| Reserve Wrestling          | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Freshman Wrestling         | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Swimming           | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |
| Asst. Swimming             | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Golf                       | 6%                  | 7%                  | 8%                  | 9%                  | 10%                 |
| Tennis                     | 8%                  | 9%                  | 10%                 | 11%                 | 12%                 |
| Cross Country              | 8%                  | 9%                  | 10%                 | 11%                 | 12%                 |
| Varsity Volleyball         | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |
| Reserve Volleyball         | 6%                  | 7%                  | 8%                  | 9.5%                | 11%                 |
| Freshman Volleyball        | 5%                  | 6%                  | 7%                  | 8%                  | 9%                  |
| Varsity Gymnastics         | 10%                 | 11%                 | 12%                 | 14%                 | 15%                 |

## Appendix C

|                         |     |      |     |      |     |
|-------------------------|-----|------|-----|------|-----|
| Reserve Gymnastics      | 5%  | 6%   | 7%  | 8%   | 9%  |
| Varsity Bowling         | 10% | 11%  | 12% | 14%  | 15% |
| Reserve Bowling         | 5%  | 6%   | 7%  | 8%   | 9%  |
| Hockey                  | 8%  | 9%   | 10% | 11%  | 12% |
| Soccer                  | 6%  | 7%   | 8%  | 9%   | 10% |
| Varsity Cheer/Pom Pon   | 8%  | 8.5% | 9%  | 9.5% | 10% |
| JV Cheerleading/Pom Pon | 6%  | 6.5% | 7%  | 7.5% | 8%  |
| Freshman Cheer/Pom Pon  | 5%  | 5.5% | 6%  | 6.5% | 7%  |

- b. Each coach will be placed on the foregoing schedule based upon his/her experience as a coach in the Grand Rapids Public Schools.
- c. Promotion within a sport - The coach shall move to the corresponding level commensurate with his/her experience in that sport as a coach in the Grand Rapids Public Schools.
- d. The first assignment as a coach in the Grand Rapids Public Schools will be at the first step in the above schedule, but the administration may grant up to three (3) years outside coaching experience.
- e. An assistant coach may be authorized by the Director/Athletics/Student Activities provided the team has twenty-five (25) or more members. Such determination will be made annually.
- f. The principal shall notify the coach, in writing, not later than five (5) days prior to the end of the school year stating his/her intention as to whether he/she will recommend reappointment, dismissal or placement on probation for the forthcoming year.

### 3. Grand Rapids Middle School Coaching Salary Schedule

#### a. Position

|                                      | <u>1<sup>st</sup> yr.</u> | <u>2<sup>nd</sup> yr.</u> | <u>3<sup>rd</sup> yr.</u> | <u>4<sup>th</sup> yr.</u> | <u>5<sup>th</sup> yr.</u> |
|--------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| K-8 Athletic Coord./Activity Coord.  | 6%                        | 7%                        | 8%                        | 9%                        | 10%                       |
| Intramural/Athletic & Prog. Director | 11%                       | 12%                       | 13%                       | 14%                       | 15%                       |
| Intramural Activity Coordinator      | \$369.75/activity         |                           |                           |                           |                           |
| 7th & 8th grade Basketball           | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |
| Cross Country                        | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |
| Girls' Basketball                    | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |
| Boys' Basketball                     | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |
| Girls' Volleyball                    | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |
| Soccer                               | 3%                        | 3.5%                      | 4%                        | 4.5%                      | 5%                        |

## Appendix C

|                    |    |      |    |      |    |
|--------------------|----|------|----|------|----|
| Track              | 3% | 3.5% | 4% | 4.5% | 5% |
| Baseball/Softball  | 3% | 3.5% | 4% | 4.5% | 5% |
| Cheerleading coach | 3% | 3.5% | 4% | 4.5% | 5% |
| Pom pon sponsor    | 3% | 3.5% | 4% | 4.5% | 5% |

- b. Additional Intramural Activity Coordinators may be authorized when enrollment, facilities and program merit additional staff and are authorized by the Director of Athletics/Student Activities.

### 5. School Day Related Activities

|     |   |     |
|-----|---|-----|
| *a. | Director of Senior High Vocal, Music, Band and/or Orchestra - See Letter of Agreement in Appendix J                               |     |
| b.  | Coach of Debate   | 8%  |
| c.  | Director of Forensics   | 5%  |
| d.  | Senior High Dramatics Director  | 7%  |
| e.  | Other major events or activities as recommended by teacher and principal if approved by the Elementary or Secondary Administrator | 3%  |
| f.  | Senior Class Advisor  | 14% |
| g.  | Junior Class Advisor  | 4%  |
| h.  | Sophomore Class Advisor   | 4%  |
| i.  | Freshman Class Advisor  | 4%  |
| j.  | Department Head (See Article 12)  |     |
| k.  | Student Council - Senior High   | 7%  |
| l.  | Student Council - Middle School   | 3%  |
| m.  | Student Activity Director - Middle School   | 3%  |
| n.  | Elementary Safety Sponsor   | 6%  |
| o.  | Stage Manager - Senior High   | 4%  |
| p.  | Stage Manager - Middle School   | 2%  |
| q.  | Senior High yearbook without a class  | 8%  |
| r.  | Senior High yearbook with a class   | 5%  |
| s.  | Senior High newspaper without a class   | 6%  |
| t.  | Senior High newspaper with a class  | 3%  |
| u.  | Senior High yearbook and newspaper without a class  | 10% |
| v.  | Senior High yearbook and newspaper with a class   | 9%  |
| w.  | Middle School yearbook without a class  | 6%  |
| x.  | Middle School yearbook with a class   | 3%  |
| y.  | Middle School newspaper without a class   | 4%  |
| z.  | Middle School newspaper with a class  | 3%  |
| aa. | Middle School yearbook and newspaper without a class  | 8%  |

|     |   |     |
|-----|---|-----|
| bb. | Middle School yearbook and newspaper with a class   | 7%  |
| cc. | Elementary Technology Contact Person  | 3%  |
| dd. | BPA <i>formerly</i> BOEC(Business Professionals of America). Nationally recognized organization representing high school students studying Microsoft Office Certification, Accounting, MultiMedia, Legal Office Procedures, Desktop Publishing, Database Management, Network Certification, Medical Office Procedures, Web-Site Development, Human Resource Management, Interviewing Skills, Small Business Management, Prepared Speech, Presentation Management, and Parliamentary Procedures. | 3%  |
| ee. | DECA (Distributive Education Clubs of America) Nationally recognized organization representing high school students studying the areas of marketing, management and entrepreneurship.   | 3%  |
| ff. | BOEC and DECA   | 5%  |
| gg. | Special Olympics Coordinators/Coaches at the discretion of the Special Education Director   | 4%  |
| hh. | City Wide Student Council   | 15% |

6. Academic Extra Compensation (See Article 12, J. 4.)

|    |   |     |
|----|---|-----|
| a. | Consultants:  |     |
|    | Special Education                                   | 10% |
|    | Media   | 5%  |
| b. | Secondary Counselor/Elementary Guidance Specialist: |     |
|    | Head  | 6%  |
|    | Regular   | 3%  |
| c. | Elementary Team Leader                              | 5%  |
| d. | School Psychologist                                 | 10% |

7. Substitute and Overload Assignment

- a. Each employee who substitutes shall be compensated at the rate of \$25.60 per each hour taught or granted compensatory time credit as provided in Article 12, Section S.
- b. Each employee in the secondary schools who is assigned an overload of more than the normal twenty-five (25) classroom hours per week for supervision or control purposes shall be compensated at the rate of \$23.48 per each hour taught. Employees shall have up to three (3) paid absences per semester.



- c. Each employee in the secondary schools who is assigned an overload of more than the normal twenty-five (25) classroom hours per week for instructional purposes or each employee in the Adult Education, ABE, ESL, HSC or GED Program, who is assigned an overload of more than the normal twenty-five and one half (25.5) hours per week for instructional purposes shall be compensated at the rate of \$33.07 per each hour taught.
- d. Each employee in the elementary schools who is assigned an extra duty for supervision or control purposes which exceeds the elementary work day as described in Article 12, Section K., shall be compensated at the rate of \$23.48 per each hour of supervision or control.
- e. Each teacher assigned an additional prep during the normal twenty-five (25) classroom hours per week for instructional purposes shall be compensated at the rate of \$33.07 per hour prorated for one-third of an hour for each prep above the amount listed in Article-12.3.g.

8. Assignments Beyond the Work Day or Work Year

- a. Each employee required to participate in curriculum committees as approved by the Instructional Council and/or the Assistant Superintendent of Elementary, Secondary, Adult Education and Compensatory Education Instruction shall be compensated at the rates of \$22.36 per each hour of participation.
- b. Each employee who teaches Adult Basic Education, English as a second language, High School Completion or GED except those noted in 7., c. above; shall be compensated at the rate of \$25.60 per each hour taught.
- c. Each employee required to attend an in-service/workshop shall be compensated at the rate of \$79.92 per each day (\$13.32 per hour) of attendance.

9. Middle School Bookstore Manager Rates

| <u>Category</u> | <u>Rates per Student</u> | <u>No. of Students</u><br>(4 <sup>th</sup> Friday) |
|-----------------|--------------------------|--|
| Books           | 68 cents                 | 0 - 1,000  |
|                 | 41 cents                 | 1,001 - over                                       |
| Supplies        | 33 cents                 | 0 - 1,000  |
|                 | 20 cents                 | 1,001 - over                                       |

A minimum annual rate shall be based on 500 students.

10. High School Bookstore Manager Rates                      14%

11. Nurse

Coordinator of Special Projects and program  
(at the discretion of Supervisor of Health) 2%

*The remainder of this page is intentionally left blank.*

## APPENDIX D

### 1. Court Order

In July of 1973 Federal District Court Judge Albert J. Engle issued an opinion and Order in a metropolitan desegregation action identified as George and Carolyn Higgins et al, Plaintiffs vs. Board of Education of the City of Grand Rapids, Michigan et al, Defendants. The Order, primarily, provided for the elimination of racial identifiability of teaching and administrative personnel at the school level within the Grand Rapids Public Schools. The Court further retained jurisdiction in the lawsuit and along with representatives of the Grand Rapids Public Schools, the Michigan Education Association and the Grand Rapids Education Association, prepared a plan for the assignment and reassignment of teaching and administrative personnel which expeditiously, effectively and fully eliminated the racial identifiability of staff at the school level.

The approved plan established a percentage range of minority staff to determine parity at each school. This was determined by calculating the percentage of minority staff and arbitrarily provided for a five percent (5%) deviation to remain within the Order of the Court. (Subsequently, the Grand Rapids Public Schools have reported to Federal District Court each year regarding assignment of teaching personnel in regular K-12 schools using the five percent (5%) deviation applied to the existing percentage of minority personnel.)

### 2. Implementation

The parties agree that implementation of this Appendix should not be unduly disruptive of existing staff. A joint committee is made to locating employees within their areas of certification and in locations of their choice consistent with the terms of the Collective Bargaining Agreement and this Appendix.

In all calculations, only full-time employees assigned to positions represented by the Association assigned to the building/program will be counted. The percentage of minority employees within the secondary (middle and high school), elementary, Adult education and special education divisions shall be based on the percentage of minority employees as of the previous fall. As the minority percentage of employees increases that percentage shall be annually reviewed and raised if necessary. Consistent with the intent of the original court order, a five percent (5%) deviation shall be allowed. To be in compliance each elementary, secondary, Adult education and special education building/program shall have between fifteen percent (15%) and twenty-five percent (25%) minority employees.

Buildings/Programs by division are as follows:

Elementary and Preschool Buildings

Aberdeen (K-8)  
 Blandford/Zoo  
 Brookside  
 Buchanan  
 Burton Elementary  
 CA Frost Environmental Science (K-8)  
 Campus  
 Campus Early Childhood Center  
 Center of Economicology  
 Cesar E. Chavez  
 Coit Creative Arts Academy  
 Congress  
 Dickinson (PK-8)  
 East Leonard  
 Gerald R Ford Academic Center  
 Grand Rapids Montessori (PK-8)  
 Harrison Park Elementary (PK-8)  
 Ken-O-Sha Elementary  
 Kent Hills  
 Martin Luther King Jr. Leadership Academy (PK-8)  
 Mulick Park  
 North Park Montessori Academy  
 Palmer  
 Shared Time  
 Shawmut Hills

Sherwood Park Global Studies (K-8)  
 Sibley  
 Southwest Community Campus (K-8)  
 Stocking

Alternative Education

Bethany Based School  
 Kent County Correctional Facility  
 Student Success Center at Southeast Career Pathways Center

Secondary Buildings

Alger Middle (6-8)  
 Burton Middle (6-8)  
 Innovation Central  
     Academy of Health, Sceinces & Technology  
     Academy of Business, Leadership & Entrepreneurship  
     Academy of Modern Engineering  
     Academy of Design & Construction

Creston Cohort  
 City -Middle/High (7-12)  
 Grand Rapids Montessori (9-12)  
 Grand Rapids University Preparatory Academy (GRUPA) (6-12)  
 Ottawa Hills High (9-12)  
 Riverside Middle  
 Shared Time  
 Union High (9-12)  
 Westwood Middle (6-8)

Special Education Programs

Autism Program at Hillcrest  
 Community Based Occupational Training  
 Homebound Hospitalized  
 Itinerant Psychologists  
 Itinerant Resource Room Teachers  
 Itinerant Social Workers  
 Itinerant Speech Pathologists  
 Ken-O-Sha Center at Campus (PK)  
 Ken-O-Sha Center at Van Auken (PK)  
 Kent Education Center Oakleigh  
 Kent Education Center Beltline High School (9-Post HS)  
 Kent Vocational Options & CBOT (10-Posts HS)  
 Lincoln Developmental Center  
 Lincoln  
 Lincoln/Pinegrove  
 Occupational and Physical Therapists  
 Alger Middle POHI (6-8)  
 Ottawa POHI/SXI/VI (9-Post HS)  
 Shawnee Oral Deaf Program  
 Special Education Services

Adult Education

Various Satellite Sites

3. Affirmative Action

The parties to this Agreement are mutually committed to increasing the number of racial minority employees recruited by and hired into positions within the Grand Rapids Public Schools represented by the Association. The parties further reaffirm their commitment to the goal set forth in Article 8, Section A., of the Agreement.

In an effort to improve the hiring and utilization of racial minorities, the parties have negotiated additional provisions into the contract that bear either directly or indirectly upon Affirmative Action goals. These provisions are Article 8, Section A., and Article 9, Sections G. and J., 1.d.

There shall be established an Affirmative Action Monitoring Committee composed of an equal number of representatives of the Association and of the Board. The Committee shall monitor implementation of Article 8, Section A., of the Agreement. It shall also monitor the implementation of Article 9, and Article 10.

As part of this monitoring function, the Committee shall also issue a report after the first semester of each year detailing the number of employees hired and reassigned. The Committee shall report annually to the Superintendent on progress in complying with the requirements of this Appendix as well as hiring patterns and shall make recommendations as they deem appropriate to improve all aspects of racial balance and affirmative action.

For such reporting purposes the following groups of employees shall not be counted as new hires:

- a. Part time employees who become full-time employees
- b. Recalled employees

*The remainder of this page is intentionally left blank.*

## APPENDIX E

### Mentor Agreement

I agree to serve as a teacher mentor to \_\_\_\_\_ (print name of teacher to be mentored) for the \_\_\_\_\_ school year.

I have read the contract language of the GREA contract (attached) and agree to meet the expectations.

The form of compensation my supervisor and I have agreed upon is: (select only one option)

\_\_\_\_\_ This will serve as my Professional Learning Plan because this is my year for my in-sequence PEP evaluation.

\_\_\_\_\_ Compensatory time. My supervisor & I have a written agreement about my earning comp time for serving as a mentor.

\_\_\_\_\_ Payment. Choose one:

\_\_\_\_\_ \$600 because this is the new teacher's first year with GRPS.

\_\_\_\_\_ \$300 because this is the new teacher's second year with GRPS.

\_\_\_\_\_ \$150 because this is the new teacher's third year with GRPS.

\_\_\_\_\_ For secondary staff. We have agreed to provide time according to Article 12 K 3 f.

\_\_\_\_\_ Other mutually agreeable plan. Please describe:

---

Signature of mentor teacher

Date

---

Signature of principal or supervisor

Date

After both have signed, this form should be sent to Human Resources.

# Grand Rapids Public Schools

## Mentor/Mentee Time Log

Mentor: \_\_\_\_\_ Mentee: \_\_\_\_\_

| Date | Time | Purpose/Outcome | Mentee Initial |
|------|------|-----------------|----------------|
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |
|      |      |                 |                |

**TOTAL TIME:**

Mentor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX F

### ALTERNATIVE CALENDARS

- A. Ken-O-Sha Home Community Program
1. The Parties mutually acknowledge that the Ken-O-Sha Pre-school and Diagnostic Program has historically been regarded as one program, regardless of the site locations. The program serves a population of children from birth through school age.
  2. Because of federal requirements that services should be available to children aged 0-3 on a year-round basis, the Parties have met and negotiated a year-round calendar which will become the calendar for the "Home Community" services effective with the start of the 2013-2014 school year. The calendar for the "Classroom" and Diagnostic Team services will remain as the overall district K- 12 school calendar.
  3. Association-represented employees may only switch from one calendar to the other at the start of a school year, as defined in the current Association Agreement or with the Budget Office, Special Education Office and Human Resources' approval as program needs mandate.
  4. No Association represented employee will be required to work the "Home Community" calendar, except voluntarily. However, an employee who refuses to work the "Home Community" calendar may be involuntarily transferred from Ken-O-Sha, if there is no position available in the "Classroom" services in his/her area of assignment (social worker, OT, PT, etc.) and provided that for ancillary staff, the least senior employee(s) in that area is the one being involuntarily transferred.
  5. To the greatest extent possible, given qualifications, ancillary staff's calendar selection and seniority, if it is necessary to reduce the number of ancillary staff in a program area, the least senior ancillary staff (Association District-wide seniority) shall be involuntarily transferred.
  6. Any future vacancies shall be posted clearly specifying which calendar applies to the vacancy.
  7. When the Board reports annual days and hours of work to the Michigan Public School Retirement System (MPERS), all paid holidays and workdays shall be reported.
  8. Employees working the year round program will not have the option of a 22 pay spread.

38AAB - HOME COMMUNITY KENOSHA - GREA

2012-2013

| MONTH     | MON        | TUES    | WED      | THURS   | FRI     | Student Days | Staff Days | NOTES   |
|-----------|------------|---------|----------|---------|---------|--------------|------------|---|
| AUGUST    | PD - 27    | PD - 28 | PD - 29  | 30      | N - 31  |              | 4          | 8/27-8/29 - PD (no students)<br>8/30 - Classroom set up |
| SEPTEMBER | H - 3      | 4       | 5        | 6       | 7       | 4            | 5          |   |
|           | 10         | 11      | 12       | 13      | 14      | 5            | 5          | 9/3 - Labor Day Holiday                                 |
|           | 17         | 18      | 19       | 20      | 21      | 5            | 5          | 9/4 - First day for students                            |
|           | 24         | 25      | 26       | 27      | 28      | 5            | 5          |   |
| OCTOBER   | 1          | 2       | 3        | 4       | 5       | 5            | 5          |   |
|           | 8          | 9       | 10       | 11      | 12      | 5            | 5          |   |
|           | 15         | 16      | 17       | 18      | 19      | 5            | 5          |   |
|           | 22         | 23      | 24       | 25      | 26      | 5            | 5          |   |
|           | 29         | 30      | 31       |         |         | 3            | 3          |   |
| NOVEMBER  |            |         |          | 1       | 2       | 2            | 2          | 11/5 - RC Elementary; PD secondary                      |
|           | RC/ PD - 5 | CED - 6 | 7        | 8       | 9       | 3            | 5          | 11/6 - Election Day CED (no students)                   |
|           | 12         | 13      | 14       | 15      | 16      | 5            | 5          | 11/6 - 11:59 pm grades due in system                    |
|           | N - 19     | N - 20  | CED - 21 | H - 22  | H - 23  | 0            | 3          | 11/21 - CED   |
|           | 26         | 27      | 28       | 29      | 30      | 5            | 5          | 11/22 - 11/23 Thanksgiving Holiday                      |
| DECEMBER  | 3          | 4       | 5        | 6       | 7       | 5            | 5          |   |
|           | 10         | 11      | 12       | 13      | 14      | 5            | 5          | 12/24-1/4 - Winter Break                                |
|           | 17         | 18      | 19       | 20      | 21      | 5            | 5          | 12/25 - Xmas Holiday                                    |
|           | N - 24     | H - 25  | N - 26   | N - 27  | N - 28  | 0            | 1          |   |
|           | N - 31     |         |          |         |         | 0            | 0          |   |
| JANUARY   |            | H - 1   | N - 2    | N - 3   | N - 4   | 0            | 1          | 1/1 - New Years Day Holiday                             |
|           | 7          | 8       | 9        | 10      | 11      | 5            | 5          | 1/21 - MLK Day - CED                                    |
|           | 14         | 15      | 16       | 17      | 18      | 5            | 5          | 1/24-1/25 - Students AM / Records PM                    |
|           | CED - 21   | 22      | 23       | RC - 24 | RC - 25 | 4            | 5          | 1/28 - PD (no students)                                 |
|           | PD - 28    | 29      | 30       | 31      |         | 3            | 4          |   |
| FEBRUARY  |            |         |          |         | 1       | 1            | 1          |   |
|           | 4          | 5       | 6        | 7       | 8       | 5            | 5          |   |
|           | 11         | 12      | 13       | 14      | 15      | 5            | 5          | 2/18 - PD (no students)                                 |
|           | PD - 18    | 19      | 20       | 21      | 22      | 4            | 5          |   |
|           | 25         | 26      | 27       | 28      |         | 4            | 4          |   |
| MARCH     |            |         |          |         | 1       | 1            | 1          |   |
|           | 4          | 5       | 6        | 7       | 8       | 5            | 5          |   |
|           | 11         | 12      | 13       | 14      | 15      | 5            | 5          | 3/29 - Good Friday Holiday                              |
|           | 18         | 19      | 20       | 21      | 22      | 5            | 5          |   |
|           | 25         | 26      | 27       | 28      | H - 29  | 4            | 5          |   |
| APRIL     | N - 1      | N - 2   | N - 3    | N - 4   | N - 5   | 0            | 0          |   |
|           | N - 8      | N - 9   | N - 10   | N - 11  | N - 12  | 0            | 0          | 4/1-4/5 - Spring Break                                  |
|           | 15         | 16      | 17       | 18      | 19      | 5            | 5          | 4/2 - 11:59 pm grades due in system                     |
|           | 22         | 23      | 24       | 25      | 26      | 5            | 5          |   |
|           | 29         | 30      |          |         |         | 2            | 2          |   |
| MAY       |            |         | 1        | 2       | 3       | 3            | 3          |   |
|           | 6          | 7       | 8        | 9       | 10      | 5            | 5          |   |
|           | 13         | 14      | 15       | 16      | 17      | 5            | 5          | 5/27 - Memorial Day                                     |
|           | 20         | 21      | 22       | 23      | 24      | 5            | 5          |   |
|           | H - 27     | N - 28  | N - 29   | N - 30  | N - 31  | 0            | 1          |   |
| JUNE      | N - 3      | N - 4   | N - 5    | N - 6   | N - 7   | 0            | 0          |   |
|           | N - 10     | N - 11  | N - 12   | N - 13  | N - 14  | 0            | 0          | 6/8 - 11:59 pm grades due in system                     |
|           | 17         | 18      | 19       | 20      | N - 21  | 4            | 4          |   |
|           | 24         | 25      | 26       | 27      | N - 28  | 4            | 4          |   |
| JULY      | N - 1      | N - 2   | N - 3    | N - 4   | N - 5   | 0            | 0          | 7/31 - Records AM / Students PM                         |
|           | N - 8      | N - 9   | N - 10   | N - 11  | N - 12  | 0            | 0          |   |
|           | N - 15     | N - 16  | N - 17   | N - 18  | N - 19  | 0            | 0          |   |
|           | 22         | 23      | 24       | 25      | N - 26  | 4            | 4          |   |
|           | 29         | 30      | RC - 31  |         |         | 3            | 3          |   |
| AUGUST    |            |         |          | RC - 1  | N - 2   | 1            | 1          |   |
|           | N - 5      | N - 6   | N - 7    | N - 8   | N - 9   | 0            | 0          | 8/1 - Students AM / Records PM                          |
|           |            |         |          |         |         | 174          | 191        | Total Staff Earning Days                                |

**8AAB - Home Community Year Round Calendar**

**Professional Development:** All Schools are required to meet a minimum of 36 hours. Additional time may be required of a school depending on the school's AYP status. When PD & Records time occur on the same day for Elementary Schools, PD will occur in the afternoon, in order to allow time for records to be completed in morning.

2012 - 2013

| Date        | Hours |
|-------------|-------|
| August 27   | 6     |
| August 28   | 6     |
| August 29   | 6     |
| January 28  | 6     |
| February 18 | 6     |
| Flex Time   | 6     |

| Records Time |    |
|--------------|----|
| November 5   | 6  |
| January 24   | 3* |
| January 25   | 3* |
| July 31      | 3* |
| August 1     | 3* |
|              |    |

Total PD Hours 36

18

\*=1/2 day for students

2013 - 2014

| Date                | Hours |
|---------------------|-------|
| August 28           | 6     |
| September 27        | 6     |
| February 18         | 6     |
| March 21            | 6     |
| Individual or May 9 | 6     |
| Flex Time           | 6     |

| Records Time |    |
|--------------|----|
| November 4   | 6  |
| January 16   | 3* |
| January 17   | 3* |
| May 7        | 3* |
| May 8        | 3* |
|              |    |

Total PD Hours 36

18

\*=1/2 day for students

**Parent Teacher Conferences:** GREA staff are expected to work evening parent teacher conferences. Schedules are set at the building/program level but are expected to occur around the scheduled marking periods. Staff are expected to work a total of 18 evening hours. In exchange for working these evening hours, staff will be compensated on the following conference exchange days: November 6 (Election Day), November 21 (day before Thanksgiving), and January 21 (MLK Day). Staff who do not complete the required time and without satisfactory explanation will have their pay docked for any missed time.

*The remainder of this page is intentionally left blank.*

38AAB - HOME COMMUNITY KENOSHA

2013-2014 Staff: 8/28/13 - 8/21/14  
Students: 9/3/13 - 8/21/14

|             | MON      | TUES    | WED      | THURS   | FRI     | Student Days | Staff Days | NOTES  |
|-------------|----------|---------|----------|---------|---------|--------------|------------|--|
| <b>2013</b> |          |         |          |         |         |              |            |  |
| AUG         | N - 26   | N - 27  | PD - 28  | 29      | N - 30  | 0            | 2          | 8/28 - PD<br>8/29 - Prin mtg AM; Class set up PM |
| SEPT        | H - 2    | 3       | 4        | 5       | 6       | 4            | 5          | 9/2 - Labor Day Holiday                          |
|             | 9        | 10      | 11       | 12      | 13      | 5            | 5          | 9/3 - First day for students                     |
|             | 16       | 17      | 18       | 19      | 20      | 5            | 5          | 9/27 - PD  |
|             | 23       | 24      | 25       | 26      | PD - 27 | 4            | 5          |  |
|             | 30       |         |          |         |         | 1            | 1          |  |
| OCT         |          | 1       | 2        | 3       | 4       | 4            | 4          |  |
|             | 7        | 8       | 9        | 10      | 11      | 5            | 5          |  |
|             | 14       | 15      | 16       | 17      | 18      | 5            | 5          |  |
|             | 21       | 22      | 23       | 24      | 25      | 5            | 5          |  |
|             | 28       | 29      | 30       | 31      |         | 4            | 4          |  |
| NOV         |          |         |          |         | 1       | 1            | 1          | 11/4 - Elem Records                              |
|             | RC - 4   | CED - 5 | 6        | 7       | 8       | 3            | 5          | 11/5 - CED                                       |
|             | 11       | 12      | 13       | 14      | 15      | 5            | 5          | 11/27 - CED                                      |
|             | 18       | 19      | 20       | 21      | 22      | 5            | 5          | 11/28-11/29 - Thanksgiving Holiday               |
|             | N - 25   | N - 26  | CED - 27 | H - 28  | H - 29  | 0            | 3          |  |
| DEC         | 2        | 3       | 4        | 5       | 6       | 5            | 5          | 12/23-1/5 - Winter Break                         |
|             | 9        | 10      | 11       | 12      | 13      | 5            | 5          | 12/25 - Christmas Holiday                        |
|             | 16       | 17      | 18       | 19      | 20      | 5            | 5          |  |
|             | N - 23   | N - 24  | H - 25   | N - 26  | N - 27  | 0            | 1          |  |
|             | N - 30   | N - 31  |          |         |         | 0            | 0          |  |
| <b>2014</b> |          |         |          |         |         |              |            |  |
| JAN         |          |         | H - 1    | N - 2   | N - 3   | 0            | 1          | 1/1 - New Years Day Holiday                      |
|             | 6        | 7       | 8        | 9       | 10      | 5            | 5          | 1/16 Elem Students AM/Records PM                 |
|             | 13       | 14      | 15       | RC - 16 | RC - 17 | 5            | 5          | 1/17 Records AM/Elem Students PM                 |
|             | CED - 20 | 21      | 22       | 23      | 24      | 4            | 5          | 1/20 - MLK Day - CED                             |
|             | 27       | 28      | 29       | 30      | 31      | 5            | 5          |  |
| FEB         | 3        | 4       | 5        | 6       | 7       | 5            | 5          | 2/18 - PD  |
|             | 18       | 11      | 12       | 13      | N-14    | 4            | 4          |  |
|             | N - 17   | PD - 18 | 19       | 20      | 21      | 3            | 4          |  |
|             | 24       | 25      | 26       | 27      | 28      | 5            | 5          |  |
| MAR         | 3        | 4       | 5        | 6       | 7       | 5            | 5          | 3/21 - PD  |
|             | 10       | 11      | 12       | 13      | 14      | 5            | 5          |  |
|             | 17       | 18      | 19       | 20      | PD - 21 | 4            | 5          |  |
|             | 24       | 25      | 26       | 27      | 28      | 5            | 5          |  |
|             | 31       |         |          |         |         | 1            | 1          |  |
| APR         |          | 1       | 2        | 3       | N - 4   | 3            | 3          | 4/7-4/11 - Spring Break                          |
|             | N - 7    | N - 8   | N - 9    | N - 10  | N - 11  | 0            | 0          | 4/18 - Good Friday Holiday                       |
|             | N-14     | N-15    | N-16     | N-17    | H - 18  | 0            | 1          |  |
|             | 21       | 22      | 23       | 24      | 25      | 5            | 5          |  |
|             | 28       | 29      | 30       |         |         | 3            | 3          |  |
| MAY         |          |         |          | 1       | 2       | 2            | 2          | 5/7 - Elem Students AM/Records PM                |
|             | 5        | 6       | RC-7     | RC-8    | PD - 9  | 4            | 5          | 5/8 - Records AM/Elem Students PM                |
|             | 12       | 13      | 14       | 15      | 16      | 5            | 5          | 5/8 - PD or Independent                          |
|             | 19       | 20      | 21       | 22      | 23      | 5            | 5          | 6/26 - Memorial Day Holiday                      |
|             | H - 26   | N-27    | N-28     | N-29    | N-30    | 0            | 1          |  |
| JUN         | N - 2    | N - 3   | N - 4    | N - 5   | N - 6   | 0            | 0          |  |
|             | 9        | 10      | 11       | 12      | N - 13  | 4            | 4          |  |
|             | 16       | 17      | 18       | 19      | N - 20  | 4            | 4          |  |
|             | N - 23   | N - 24  | N - 25   | N - 26  | N - 27  | 0            | 0          |  |
|             | N - 30   |         |          |         |         | 0            | 0          |  |
| JUL         |          | N - 1   | N - 2    | N - 3   | N - 4   | 0            | 0          |  |
|             | N - 7    | N - 8   | N - 9    | N - 10  | N - 11  | 0            | 0          |  |
|             | 14       | 15      | 16       | 17      | N - 18  | 4            | 4          |  |
|             | 21       | 22      | 23       | 24      | N - 25  | 4            | 4          |  |
|             | N - 28   | N - 29  | N - 30   | N - 31  |         | 0            | 0          |  |
| AUG         |          |         |          |         | N - 1   | 0            | 0          | 8/21 - Last day                                  |
|             | N - 4    | N - 5   | N - 6    | N - 7   | N - 8   | 0            | 0          |  |
|             | N-11     | N-12    | N-13     | N-14    | N - 15  | 0            | 0          |  |
|             | 18       | 19      | 20       | 21      | N - 23  | 4            | 4          |  |
|             |          |         |          |         |         | 174          | 191        |  |

# Holiday: 7 days  
Sept 2  
Nov 28  
Nov 29  
Dec 25  
Jan 1  
Apr 18  
May 26

# PD: 36 hrs  
Aug 28 6  
Sept 27 6  
Feb 18 6  
Mar 21 6  
May 9 6  
FLEX 6

# RC: 18 hrs  
Nov 4 6  
Jan 16 3  
Jan 17 3  
May 7 3  
May 8 3

# CED: 18 hrs  
Nov 5 6  
Nov 27 6  
Jan 20 6

2nd MP - Nov 4  
3rd MP - Jan 20  
4th MP - Mar 24

## B. Year Round Regular Calendar

1. The Parties have met and negotiated a year-round calendar which will become the calendar for the regular program expanded over an eleven (11) month period.
2. Employees working the year round program will not have the option of a 22 paid spread.
3. When necessary and at the employee's choice, Association-represented employees in the two programs will be allowed to work under the two calendars simultaneously.
4. When the Board reports annual days and hours of work to the Michigan Public School Employees Retirement System (MPERS), all paid holidays and workdays shall be reported, so that employees on the alternate calendar receive a full year's credit in MPERS.
5. No Association represented employee will be required to work the "year round" calendar, except voluntarily.
6. Any future vacancies shall be posted clearly specifying which calendar applies to the vacancy.
7. Any year round calendar employee who elected a 26-pay spread in 2012-2013 and is moved to the traditional calendar in 2013-2014 shall have their 2013-2014 pay spread over 27 pays to avoid a pay gap. (Note: the 27 pays will begin two weeks prior to the start of the traditional calendar pay schedule. The District and the Association agree to properly identify and communicate the pay start date of 27 pay spread to employees impacted.)

*The remainder of this page is intentionally left blank.*

38AAD - Elementary Year Round School Calendar

2012-2013

| MONTH                    | MON    | TUES   | WED    | THURS  | FRI    | Student Days | Staff Days                        | PD=Professional Development                | RC=Records Day |
|--------------------------|--------|--------|--------|--------|--------|--------------|-----------------------------------|--|----------------|
|                          |        |        |        |        |        |              |                                   | CED=Conference Exchange Day                |                |
| JULY                     | n      | n      | n      | n      | n      |              |                                   |  |                |
|                          | n      | n      | n      | n      | n      |              |                                   |  |                |
|                          | n      | n      | n      | n      | n      |              |                                   |  |                |
|                          | n      | n      | n      | n      | n      |              |                                   |  |                |
|                          | n      | n      |        |        |        |              |                                   |  |                |
| AUGUST                   |        |        | n      | n      | n      |              |                                   | 8/6-8/7 PD                                 |                |
|                          | PD-6   | PD-7   | 8      | 9      | 10     | 2            | 5                                 | 8/8-Classroom set up                       |                |
|                          | 13     | 14     | 15     | 16     | 17     | 5            | 5                                 | 8/9 First day for students                 |                |
|                          | 20     | 21     | 22     | 23     | 24     | 5            | 5                                 | 8/29 PD                                    |                |
|                          | 27     | 28     | PD-29  | N - 30 | N - 31 | 2            | 3                                 | 8/30 & 8/31 No school for staff/students   |                |
| SEPTEMBER                | H - 3  | 4      | 5      | 6      | 7      | 4            | 5                                 | 9/3 Labor Day Holiday                      |                |
|                          | 10     | 11     | 12     | 13     | 14     | 5            | 5                                 |  |                |
|                          | N - 17 | N - 18 | N - 19 | N - 20 | N - 21 | 0            | 0                                 | 9/17-9/21 Intersession                     |                |
|                          | 24     | 25     | 26     | 27     | 28     | 5            | 5                                 |  |                |
|                          |        |        |        |        |        |              |                                   |  |                |
| OCTOBER                  | 1      | 2      | 3      | 4      | 5      | 5            | 5                                 |  |                |
|                          | 8      | 9      | 10     | 11     | 12     | 5            | 5                                 |  |                |
|                          | 15     | 16     | 17     | 18     | 19     | 5            | 5                                 |  |                |
|                          | 22     | 23     | 24     | 25     | 26     | 5            | 5                                 |  |                |
|                          | 29     | 30     | 31     |        |        | 3            | 3                                 |  |                |
| NOVEMBER                 |        |        |        | 1      | 2      | 2            | 2                                 | 11/5 RC                                    |                |
|                          | RC-5*  | CED-6  | 7      | 8      | 9      | 3            | 5                                 | 11/6 Election Day/CED-no students          |                |
|                          | 12     | 13     | 14     | 15     | 16     | 5            | 5                                 | 11/6 11:59 pm grades due in system         |                |
|                          | N - 19 | N - 20 | CED-21 | H - 22 | H - 23 | 0            | 3                                 | 11/19 & 11/20 No school for staff/students |                |
|                          | 26     | 27     | 28     | 29     | 30     | 5            | 5                                 | 11/21 CED                                  |                |
| DECEMBER                 |        |        |        |        |        |              |                                   | 11/22-11/23 Thanksgiving Holiday           |                |
|                          | 3      | 4      | 5      | 6      | 7      | 5            | 5                                 | 12/24-1/4 Winter Break                     |                |
|                          | 10     | 11     | 12     | 13     | 14     | 5            | 5                                 |  |                |
|                          | 17     | 18     | 19     | 20     | 21     | 5            | 5                                 |  |                |
|                          | WB-24  | H - 25 | WB-26  | WB-27  | WB-28  | 0            | 1                                 |  |                |
| JANUARY                  |        |        |        |        |        |              |                                   |  |                |
|                          |        | H - 1  | WB-2   | WB-3   | WB-4   | 0            | 1                                 | 1/1 - New Years Day Holiday                |                |
|                          | 7      | 8      | 9      | 10     | 11     | 5            | 5                                 | 1/21 CED                                   |                |
|                          | 14     | 15     | 16     | 17     | 18     | 5            | 5                                 | 1/24 & 1/25 students a.m./RC p.m.          |                |
|                          | CED-21 | 22     | 23     | 24     | 25     | 4            | 5                                 | 1/26 11:59pm grades due in system          |                |
| FEBRUARY                 |        |        |        |        | 1      | 1            | 1                                 | 2/11-2/15 Intersession                     |                |
|                          | 4      | 5      | 6      | 7      | 8      | 5            | 5                                 | 2/18 PD-no students                        |                |
|                          | N - 11 | N - 12 | N - 13 | N - 14 | N - 15 | 0            | 0                                 |  |                |
|                          | PD-18  | 19     | 20     | 21     | 22     | 4            | 5                                 |  |                |
|                          | 25     | 26     | 27     | 28     |        | 4            | 4                                 |  |                |
| MARCH                    |        |        |        |        | 1      | 1            | 1                                 |  |                |
|                          | 4      | 5      | 6      | 7      | 8      | 5            | 5                                 |  |                |
|                          | 11     | 12     | 13     | 14     | 15     | 5            | 5                                 |  |                |
|                          | 18     | 19     | 20     | 21     | 22     | 5            | 5                                 | 3/25-3/29 No school for staff/students     |                |
|                          | N - 25 | N - 26 | N - 27 | N - 28 | H - 29 | 0            | 1                                 | 3/29 - Good Friday Holiday                 |                |
| APRIL                    |        |        |        |        |        |              |                                   |  |                |
|                          | SB-1   | SB-2   | SB-3   | SB-4   | SB-5   | 0            | 0                                 | 4/1-4/5 Spring Break                       |                |
|                          | 8      | 9      | 10     | 11     | 12     | 5            | 5                                 | 4/2 11:59 pm grades due in system          |                |
|                          | 15     | 16     | 17     | 18     | 19     | 5            | 5                                 |  |                |
|                          | 22     | 23     | 24     | 25     | 26     | 5            | 5                                 |  |                |
| MAY                      |        |        |        |        |        |              |                                   |  |                |
|                          |        |        | 1      | 2      | 3      | 3            | 3                                 |  |                |
|                          | 6      | 7      | 8      | 9      | 10     | 5            | 5                                 |  |                |
|                          | 13     | 14     | 15     | 16     | 17     | 5            | 5                                 |  |                |
|                          | N - 20 | N - 21 | N - 22 | N - 23 | N - 24 | 0            | 0                                 | 5/20-5/24 No school for staff/students     |                |
| JUNE                     |        |        |        |        |        |              |                                   |  |                |
|                          |        |        |        |        |        |              |                                   |  |                |
|                          | H - 27 | 28     | 29     | 30     | 31     | 4            | 5                                 | 5/27 - Memorial Day                        |                |
|                          | 3      | 4      | 5      | 6      | N-7    | 4            | 4                                 | 6/19 & 6/20 students a.m./RC p.m.          |                |
|                          | 10     | 11     | 12     | 13     | N-14   | 4            | 4                                 | 6/20 students last day                     |                |
| 17                       | 18     | 19     | 20     | N-21   | 4      | 4            | 6/21 11:59pm grades due in system |  |                |
|                          |        |        |        |        |        |              |                                   |  |                |
| Total Staff Earning Days |        |        |        |        |        | 174          | 191                               |  |                |

\* November 5th - Pre-K and elementary (including K-8) shall complete 6 hours of flex PD between 9/1/2012 and 6/7/2013

7.26.12

**38AAD – Alt. Elementary Year Round – 2012-2013 Calendar**  
**(Campau, Campus, Coit, Dickinson & GR Montessori)**

**Professional Development:** All Schools are required to meet a minimum of 36 hours. Additional time may be required of a school depending on the school's AYP status. When PD & Records time occur on the same day for Elementary Schools, PD will occur in the afternoon, in order to allow time for records to be completed in morning.

**Elementary**

| <u>Date</u>    | <u>Hours</u> |
|----------------|--------------|
| August 6       | 6            |
| August 7       | 6            |
| August 29      | 6            |
| January 28     | 6            |
| February 18    | 6            |
| Flex Time      | 6            |
| Total PD Hours | 36           |

**Records Time Elementary**

| <u>Date</u>   | <u>Hours</u> |
|---------------|--------------|
| November 5    | 6            |
| January 24*   | 3            |
| January 25*   | 3            |
| June 19*      | 3            |
| June 20*      | 3            |
| Total Records | 18           |

\* Indicates early dismissal time for students.

\*\* The 6 hours of flexible Elementary Records time is to be used at the marking periods where time is not built into the schedule for the completion of records, report cards, writing prompts, grades and activities related to the checking of student records, cums, etc.

**Marking Periods - Grades Due**  
**Elementary**

| <u>Date</u> | <u>Hours</u>     |
|-------------|------------------|
| Period 1    | 11:59pm on 11/06 |
| Period 2    | 11:59pm on 01/26 |
| Period 3    | 11:59pm on 04/02 |
| Period 4    | 11:59pm on 06/21 |

**Parent Teacher Conferences:** Association members are expected to work evening parent teacher conferences. Schedules are set at the building/program level but are expected to occur around the scheduled marking periods. Staff are expected to work a total of 18 evening hours. In exchange for working these evening hours, staff will be compensated on the following conference exchange days: November 6 (Election Day), November 21 (day before Thanksgiving), and January 21 (MLK Day) Staff who do not complete the required time and without satisfactory explanation will have their pay docked for any missed time.

C. Process for Changing Calendars

1. Board and Association may submit a written plan to the other party no later than March 31 of the prior year.
2. It must describe the exact schedule and rearrangement of time.
3. Unless it is a continuation of an existing waiver, it must demonstrate parental support through a survey.
4. There must have been an affirmative 2/3 secret ballot vote of the affected Association members and Administrators.
5. It must be signed by the principal and Association Building Representative.
6. Nothing herein prevents the Board from changing calendars from alternative to traditional for academic reasons, however, the impact of the change must be negotiated.
7. The above does not apply to schools subject to MCL 380.1280c and PERA Section 15(6).

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## APPENDIX G TRANSPORTING STUDENTS

1. The Parties agree that the transportation of students by Association members is voluntary on the part of the Association members. Members will be apprised of their responsibilities and rights when they choose to transport students.
2. Association members who do not choose to transport students in non-emergency situations will not be denied bids or have their refusal reflected in their evaluation.
3. Securing Vehicle Designation slips shall be the joint responsibility of members and the appropriate administrator.
4. Association members who do volunteer to transport students will first sign the Staff Driver Information Sheet.
5. In emergency situations, qualified Association members may be expected to transport students after other reasonable options have been exhausted.

### LIABILITY INSURANCE WHEN TRANSPORTING STUDENTS

Quite often questions come up in regards to insurance coverage for Board employees while transporting students in their own vehicles. Below are the most common questions asked along with the answers. If you have additional questions, you can call this telephone number for further assistance (#819-2045).

Q: How much personal insurance coverage does a Board employee need if they transport students?

A: The GRPS requests that individuals who use their own car for transporting students carry \$100,000 for each person and \$300,000 for each accident (Public Liability) and at least \$10,000 for Property Damage.

Q: Is the above coverage mandatory?

A: Yes. This coverage offers the employee very good protection, as well as safeguarding both the students and the driver.

Q: Does the GRPS' insurance cover losses over and above the limits of the individual's insurance?

A: Yes. The way this works is if there is an accident the first line of coverage comes from each injured person's household auto policy. In the absence of household auto insurance on the injured person, the policy of the driver of the car would take effect. In the absence of all of the above, the GRPS insurance would become the final line of coverage. The above order of priority has been established by Michigan's No-Fault Law.

Q: Does this same coverage hold true if I am on GRPS business, but not transporting students?

A: Yes. The GRPS's policy will provide the same coverage as mentioned above. Each individual in the car would revert to their own household auto policy. The car owner's insurance would cover both the passengers and himself in the absence of the passenger's household auto policy. The GRPS's insurance would be third priority in the line of coverage.

Q: Are volunteer workers covered in the same way?

A: Yes although we must be sure the volunteer has signed in at the building for that particular day.

Q: What if I am sued as a result of an accident?

A: The priority of coverage is the same as stated above. However, the possibility of suits is limited under No-Fault.

Q: What should I do if there is an accident?

A: If it is a minor accident with no injuries, you may take care of it with your own insurance company. If it is a serious accident with injuries, the GRPS Risk Management office should be called if possible. If ambulance service is needed, the E-Unit should be called. All accidents must be reported to the Risk Management office, in writing, using an Incident Report, and if an employee is injured, an Employee Injury Report must be filled out.

**IT IS IMPERATIVE THAT ALL FORMS BE FILLED OUT IN THEIR ENTIRETY**

**To be completed and returned to your child’s teacher prior to your student participating in school sponsored activities/field trips that require transportation to and from school in automobiles that may be owned by the school, or by an employee or volunteer.**

**VEHICLE DESIGNATION SLIP**

Dear Parent or Legal Guardian:

Grand Rapids Public Schools Board of Education and Superintendent believe the education process is much more than Reading, Writing and Arithmetic. Exposure to culture through field trips and outings is an integral part of making our children responsible, well-adjusted adults. However, provisions in the State law make these outings very difficult.

The law requires students to be transported by school bus in almost every situation. Unfortunately, this makes outings, which involve only a few students at a time, impractical due to the expense.

However, State law allows schools to use standard automobiles to transport students, provided the parents have given consent. Therefore, we ask that you read and sign the following statement so that these educational field trips may continue.

Please rest assured that the school does NOT take the safety of your child lightly, and that precautions will be taken to protect your child’s safety, including the mandatory use of seat belts. Should you have any questions or concerns, please feel free to contact the school’s Risk Management office at 819-2045.

**STATEMENT OF CONSENT**

**I agree to allow my child to be transported to and from school, and school related activities, in automobiles that may be owned by the school, or by an employee or volunteer. I understand that these vehicles are not school buses, and as such, are not in compliance with all current regulations for school buses. I feel that the additional risk of transporting my child in a car, as opposed to a bus, is acceptable as it allows my child educational enrichment beyond the classroom environment.**

|  |  |
|--|--|
|  |  |
| _____<br><b>Student’s Name (Printed)</b> | _____<br><b>Parent/Guardian Name (Printed)</b> |
| _____<br><b>Date</b>                     | _____<br><b>Parent/Guardian Signature</b>      |

## GRPS Staff/Volunteer Driver Information Sheet

### DRIVER INFORMATION

|              |                              |
|--------------|------------------------------|
| Name         | Date of Birth                |
| Home Address | Phone Number                 |
|              | Valid Drivers License Number |

### VEHICLE INFORMATION

|               |                                    |
|---------------|------------------------------------|
| Owner Name    | Year/Make/Model/Description        |
| Owner Address | (VIN)Vehicle Identification Number |
|               | Number of Belted Seats             |

### REQUIREMENTS

*All vehicles used to transport students must have all of the following:*

- A valid registration
- Belted seating positions for EVERY individual in the vehicle
- Required insurance

*Please note: The number of occupants in a pickup truck may not exceed more persons than can safely sit belted in the passenger compartment. Motor homes may not be used to transport students. Students are expressly forbidden to ride in the cargo area of pickups or motor trucks whether or not camper shells or other protective covering encloses these areas.*

*All drivers, whether staff members or volunteers, must meet all of the following conditions:*

- Must be at least 21 years old
- Must possess a valid, non-probationary driver's license with less than 6 points; license may not be restricted in association with Michigan's drunk or impaired driving laws
- Must provide proof of liability insurance with minimum limits of \$100,000/person - \$300,000/accident for personal injury liability coverage \$10,000/person - \$50,000/accident for property damage liability coverage
- Must check the adequacy of your liability insurance. You are liable in the event of illness, accident, injury or death resulting from such use of your vehicle. Any legal obligations from the operation, maintenance, or use of the motor vehicle will be governed in accordance with the Michigan No-Fault Act

- Must determine the safety of the vehicle you are operating. Tires, brakes, lights, horn, seat belts, suspension, mechanical, etc.
- Must carry only the number of passengers for which your vehicle was designed. The number of occupants in a sedan, passenger vehicle, station wagon, van, or mini-van including the driver, may not exceed ten(10).
- Must require each passenger to use a safety belt

### CERTIFICATION

By signing below, I confirm that I, and the vehicle I intend to use, meet all the requirements listed above. I further agree that I will NOT transport more persons than I have belted seats in the vehicle, and that I will require seat belt use by all persons I transport during school-related activities. If, at any time in the future, I fail to meet all of the listed requirements, I will cease transporting students on behalf of the District.

### SIGNATURE

|           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

Risk Mgmt 8/98

*The remainder of this page is intentionally left blank.*

## APPENDIX H

### School Closings, Mergers and Consolidations

The parties recognize that the Board of Education will periodically make decisions on closing and consolidating buildings and programs.

To maximize careful planning and to minimize disruption to students and staff, the following shall occur:

1. At least 90 calendar days before any building closing, merger or consolidation, all affected staff will be notified in writing. The notice shall include the reason(s) for the building closing, move, merger or consolidation, and specify where the program is being relocated to (if any).
2. Upon request of any of the affected staff member(s), a meeting will be held with representatives from Human Resources and GREA to answer questions.
3. In the event a building or program is moved to another building location, the principal shall make reasonable arrangements to allow teachers work time to pack and unpack (for example, students in assemblies, field trips, etc.). In the event such work time is not provided, teachers shall have the individual choice of packing and unpacking materials on their own time, or their materials will be packed and unpacked for them. The Board will continue to supply all needed boxes and tape. Teachers will not be required to move boxes or furniture from one location to the other.
4. GREA grievances related to this subject matter have been resolved by mutual agreement. Grievances alleging violations of this Letter of Agreement shall be Type A (non-arbitrable) grievances.

*The remainder of this page is intentionally left blank.*

## APPENDIX I

### National Board of Professional Teaching Standards

Each year, the Board will assist the first five (5) teachers who volunteer to begin the process for certification with the National Board for Professional Teaching Standards. The teachers must volunteer in writing to Human Resources and will be covered as follows:

1. The Board will reimburse up to \$1,000 of the initial registration fee. The teacher will exert his or her best efforts to timely apply for all available grants, with reasonable assistance from Human Resources. The Association will make efforts to inform interested teachers and the Board of available grants from MEA, NEA, the State Board of Education, and other sources. For up to two (2) subsequent years, the Board will provide the teacher, upon request, \$300 for the retake fee in one area each year.
2. The Board will reimburse the teacher for all reasonable post-registration expenses related to the NBPTS process in accord with Board policies and procedures.
3. The Board will provide the teacher with up to two (2) days of paid release time, without deduction from the teacher's leave accumulation, for participation at the NBPTS assessment center. Additional release time for participation or preparation may be provided as the teacher and principal/supervisor mutually agree; such additional release time to be deducted from the teacher's earned compensatory time, if any, conference days, personal business, or as a last resort, sick leave accumulation.
4. Human Resources staff shall be available to provide reasonable assistance as requested by the teacher. Materials prepared for NBPTS assessment on paid time and using Board equipment or materials shall be the property of the Board if the material has applicability beyond the use of the teacher.
5. Upon the teacher's request, the Board will provide reasonable access to a computer with an Internet email account and world wide web access at no cost to the teacher.
6. Upon successful completion of the NBPTS process, and in recognition of their achievement, teachers who receive NBPTS certification shall receive a \$5,000 stipend. It will be awarded at a public School Board meeting at which the teacher's achievement will be recognized.
7. Human Resources, the Association, and involved teachers will jointly review this offering and make future recommendations concerning the certification and other possible recognition for successful achievement of NBPTS certification.
8. NBPTS applications and activities are optional. Teachers may terminate their involvement at any time. If a teacher terminates for reasons other than their own personal medical condition (to be documented by a health care professional if

requested by the Board), the teacher will reimburse the Board the portion of the initial fee paid by the Board.

9. The pursuit, receipt, or failure to pursue NBPTS certification shall not be the basis for adverse evaluation, discipline, or transfer. However, it is expressly understood that teachers involved in the NBPTS process are expected to fully perform their normal duties and may be adversely evaluated or disciplined for failure to properly perform their normal professional duties.
10. The parties agree to discuss the effectiveness and benefit of this offering. This offering is not precedent-setting to either party.

*The remainder of this page is intentionally left blank.*



## APPENDIX J

### SECONDARY MUSIC TEACHERS

1. Effective immediately, any vacancies in high school music positions will be posted with both the "anchor" position and itinerant music.
2. The posting shall include the school and the type of music position (vocal, orchestra or band). To apply, the applicant must have training in the specific area (vocal, orchestra, or band) of the posting.
3. Article 9 C.2.b. of the Agreement will be modified to add "For high school music positions, this includes training in the specific area (vocal, orchestra, or band.)"
4. Compensation of secondary music will be as described below. The previous 3/5 assignment requirement is eliminated (p.149-150).
- 5.. All Tier A and Tier B activities are to be scheduled between the teacher and the building principal no later than October 1. Written copies are to be sent to the Fine Arts Supervisor no later than October 15.  
  
Should activities not be agreed to by the teacher and the building principal, the Fine Arts Supervisor shall make the final decision.
6. Substitutions for Tier A & Tier B may be made with prior approval of the Fine Arts Supervisor.
7. Split Responsibility – Responsibility for any listed or substituted activity may be divided by agreement between the building principal and the teacher involved. The agreement will clearly state who is to receive what percentage and the responsibility of each teacher. These agreements are to be written. Failure to agree shall mean no split responsibility is to be made.
8. Group shall mean all enrolled students in the ensemble.
9. MSVMA – Michigan School Vocal Music Association  
MSBOA – Michigan School Band and Orchestra Association

### Secondary Music Compensation

Compensation of Tier A will be spread through 24 paychecks beginning with the third paycheck of the year. Compensation of Tier B would be in a lump sum upon verification of

completion of activities to the Superintendent or designee. The Superintendent or designee may require a specific list of activities which fulfill these requirements.

(Directors must be in attendance at all events in order to qualify for compensation.)

### **Middle School Vocal Music**

|               |   |                           |
|---------------|---|---------------------------|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the vocal music program. Requires completion of all the required performances below in order to qualify for compensation.)  | <u>% of BA base</u><br>3% |
|               | <ul style="list-style-type: none"> <li>• Three outside of school day group performances</li> <li>• One rated group performance, District or MSVMA festival, or one additional outside of school day group performance</li> <li>• Two feeder system, city-wide, or regional group festivals, community or additional outside of school performances</li> </ul> |                           |
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)  | 2%                        |
|               | <ul style="list-style-type: none"> <li>• One rated solo and ensemble, District or MSVMA festival</li> <li>• One rated group performance, District or MSVMA group festival, or one additional outside of school day group performance</li> <li>• One group community performance outside the home school</li> </ul>  |                           |

### **Middle School Orchestra**

|               |   |    |
|---------------|---|----|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the orchestra program. Requires completion of all the required performances below in order to qualify for compensation.)  | 3% |
|               | <ul style="list-style-type: none"> <li>• Two outside of school day group performances</li> <li>• One rated group performance, District or Michigan State Band and Orchestra Association (MSBOA) festival, or one additional outside of school day group performance</li> <li>• Two feeder system, city-wide, or regional group festivals, community or additional outside of school performances</li> <li>• One rated solo and ensemble District or MSBOA festival</li> </ul> |    |
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)  | 2% |
|               | <ul style="list-style-type: none"> <li>• One rated solo and ensemble, District or MSBOA festival</li> <li>• One rated group performance, District or MSBOA festival, or one additional outside of school day group performance</li> <li>• One group community performance outside the home school</li> </ul>  |    |

### **Middle School Band**

|               |   |    |
|---------------|---|----|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the band programs. Requires completion of all the required performances below in order to qualify for compensation.)  | 3% |
|               | <ul style="list-style-type: none"> <li>• Two outside of school day group performances</li> <li>• One rated group performance, District or MSBOA festival, or one additional outside of school day group performance</li> <li>• Two feeder system, city-wide, or regional group festivals, community or additional outside of school performances</li> <li>• One rated solo and ensemble District or MSBOA festival</li> </ul> |    |

|               |  |    |
|---------------|--|----|
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)   | 2% |
|               | <ul style="list-style-type: none"> <li>• One rated solo and ensemble, District or MSBOA festival</li> <li>• One rated group performance, District or MSBOA festival, or one additional outside of school day group performance</li> <li>• One group community performance outside the home school</li> </ul> |    |

### **Senior High School Vocal**

|               |   |    |
|---------------|---|----|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the vocal music program. Requires completion of all the required performances below in order to qualify for compensation.)  | 9% |
|               | <ul style="list-style-type: none"> <li>• Six outside of school day group performances</li> <li>• One rated solo and ensemble, District or MSVMA festival</li> <li>• One rated group performance, District or MSVMA festival</li> <li>• One feeder system, city-wide, or regional group festival, community or outside of school performance</li> <li>• One rated group performance</li> </ul> |    |
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)  | 3% |
|               | <ul style="list-style-type: none"> <li>• One rated group performance, District or MSVMA festival</li> <li>• One rated solo and ensemble, District or MSVMA festival</li> <li>• One feeder system, city-wide, or regional group festival</li> </ul>  |    |

## Senior High Orchestra And Band

|               |   |    |
|---------------|---|----|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the orchestra program. Requires completion of all the required performances below in order to qualify for compensation.)  | 9% |
|               | <ul style="list-style-type: none"> <li>• Three outside of school day group performances</li> <li>• One rated group performance, District or Michigan State Band and Orchestra Association (MSBOA) festival, or one additional outside of school day group performance</li> <li>• Three feeder system, city-wide, or regional group festivals, community or outside of school performances</li> <li>• One rated solo and ensemble, District or MSBOA festival</li> </ul> |    |
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)  | 3% |
|               | <ul style="list-style-type: none"> <li>• One rated solo and ensemble, District or MSBOA festival</li> <li>• One rated group performance, District or MSBOA festival, or one additional outside of school day group performance</li> <li>• One group community performance outside the home school</li> </ul>  |    |

*The remainder of this page is intentionally left blank.*

## Senior High School Band (Including Marching, Jazz and Pep Bands)

|               |   |    |
|---------------|---|----|
| <u>Tier A</u> | (Tier A is to be considered a minimum requirement for the band program. Requires completion of all the required performances below in order to qualify for compensation.)   | 9% |
|               | <ul style="list-style-type: none"> <li>• Four outside of school day group performances</li> <li>• Perform at all home football games or home GRPS football games as assigned if your school does not have its own football team</li> <li>• Two parades outside of school day</li> <li>• One feeder system, city-wide, or regional group festival, community or outside of school performance</li> <li>• One rated solo and ensemble, District or MSBOA festival</li> <li>• One rated group performance, District or MSBOA festival</li> </ul> |    |
| <u>Tier B</u> | (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)  | 8% |
|               | <ul style="list-style-type: none"> <li>• Six pep band performances (Boys and girls sport events)</li> <li>• One rated group performance, District or MSBOA festival</li> <li>• One rated solo and ensemble, District or MSBOA festival</li> </ul>   |    |

Any high school director who has 10 or more solo and ensemble events qualify for state MSBOA or MSVMA solo and ensemble competition and who participate in the competition, will receive an additional 1% of BA base compensation upon verification of completion of the events.

Any middle school or high school director who has a group event qualify for MSBOA or MSVMA state music festival competition and who participates in the competition, will receive an additional 1% of BA base compensation upon verification of completion of the events.

Only band camp and musical productions will continue to be compensated as per Appendix C, Section 5. Part e.

**APPENDIX K**  
**MEA Groups**  
**DRUG & ALCOHOL AGREEMENT**

The Board of Education of the Grand Rapids Public Schools ("Board") and the Grand Rapids Education Association and Grand Rapids Educational Support Personnel Association and Grand Rapids Association of Educational Office Personnel and GRACEN and GREOA ("Associations") agree to the following conditions which shall govern drug and alcohol testing of all bargaining unit members who are not subject to the Omnibus Employee Transportation Act of 1991 (OTETA):

1. **Statement of Philosophy.** The Grand Rapids Public Schools recognizes the contributions of individual employees and their right to make choices for which they accept responsibility. Therefore, the parties agree that there should be opportunities for employees to seek counseling and/or rehabilitation. Further, the parties recognize that off-duty drug or alcohol use is not subject to testing unless it results in impaired at-work performance, or otherwise violates this Agreement, Board Policy or work rules.

Therefore, the Board and Association agree that the performance of job responsibilities with detectable levels of blood or breath alcohol (.04 or above), illegal, or unauthorized drugs in employees' bodies is a violation of Board Policy or work rules. ("At work with detectable levels".)

2. **Reasonable Suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this Agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.

4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access<sup>(1)</sup>. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this Agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this Agreement to all employees for ratification. The Board will use its best efforts to distribute this Agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.
6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this Agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

Employees may request a split sample test. The employee will pay for the analysis of the split sample test at the time of the request. If the analysis of the split sample is below the current N.I.D.A.-like threshold, the Board will reimburse the employee the cost and the test shall be considered negative.

The alcohol test used shall be the breath alcohol test. If an employee produces a positive breath alcohol test (.04 or above), he/she may request a blood alcohol test at employee expense. The Board will consider the results of all tests conducted before determining what, if any action to take. If the employee is unable to produce sufficient breath volume after three attempts, the employee may be directed by the Board to submit to a blood alcohol test at Board expense.

7. **Definition of "at work."** This Agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to

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<sup>(1)</sup> The medical files of an employee are kept separate from the personnel records. Access is limited to those with a legitimate business reason to have access.



perform such responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of "at work."

8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this Agreement, will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.
9. **Board Right to Mandate Test Upon Reasonable Suspicion.**
  - a. **First Incident.**
    1. If two trained administrators, using the "Observed Behavior-Reasonable Cause Record" (which is attached to this Agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.
    2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.

3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.
  4. The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Human Resources will review the investigative file to ensure that the procedures described herein were substantially followed.
  5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.
- b. ***Subsequent Incident(s)***. If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this Agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to Association representation. The unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable suspicion. However, not later than within one scheduled

business day after the observation, the trained administrators will submit to Human Resources the "Observed Behavior-Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.

- c. **Refusal to test.** Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.
10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline of staff not covered by the Michigan Teachers' Tenure Act, shall be subject to just cause (arbitrary and capricious for teachers) and the applicable grievance arbitration procedure. Nothing in this Agreement will preclude the Board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.
  11. **Use of another's prescription.** An employee with a positive test who claims that he/she took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person's prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

*The remainder of this page is intentionally left blank.*

## NOTICE OF RIGHTS

To: \_\_\_\_\_

This is a notice that you are suspected of being at work in violation of drug and alcohol rules.

Because this is your first incident, no determination is being made at this time as to whether or not you are actually violating these work rules.

### YOUR RIGHTS:

- You have a right to representation from your union (if applicable). You may request this at any time.
- Because this is your first incident, you are **not** required to submit to drug and alcohol testing.
- **If there is a second incident, you will be required to submit to drug and alcohol testing as per the attached Agreement.**
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- ***You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.***
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.
- ***We strongly encourage you to seek medical attention or rehabilitation assistance.***
- ***You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board nor the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to***

***the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will be considered insubordination, and you may face discipline up to and including discharge.***

- You are required to sign this form, your signature means only that you have received this notice.

By my signature, I verify that I have received a copy of this notice and the Letter of Agreement concerning drug and alcohol testing. My signature does not in any way constitute an admission of any wrongdoing.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

cc: GRPS Human Resources & Legal Services

**This document must be provided to GRPS Human Resources within one business day.**

*The remainder of this page is intentionally left blank.*

## **APPENDIX L**

### **Special Education Itinerant Staff**

In conjunction with the Special Education Services Agreement entered into and between the Grand Rapids Public School District ("Local District") and the Kent Intermediate School District ("Kent ISD"), effective August 1, 2004, the Grand Rapids Education Association ("Association"), the Grand Rapids Public School District and the Kent ISD agree to the following:

1. All special education personnel transferred from the Local District to the Kent ISD pursuant to the Special Education Services Agreement ("transferred Personnel") will continue to be unit members only in the Local District's bargaining unit, the Grand Rapids Education Association.
2. The Kent ISD agrees to sign and adhere to the Local District's current Collective Bargaining Agreement as a joint employer with the Local District for the transferred Personnel.
3. All terms and conditions of employment of any transferred Personnel shall continue to be governed by the Collective Bargaining Agreement between the Local District and the Association. Beyond the changes identified in this Letter of Agreement, the addition of the Kent ISD as a joint employer of the transferred Personnel and a signatory to the Association's bargaining Agreement with the Local District shall not operate to change the wages or other terms and conditions of employment as established in the Local District's bargaining Agreement.
4. Transferred Personnel will not be covered by nor entitled to any benefits, rights, privileges or responsibilities under the Collective Bargaining Agreement between the Kent ISD and the Kent County Education Association which covers solely the ISD's professional staff. It is understood that the Grand Rapids Public Schools Transferred Personnel shall remain Grand Rapids Education Association members.
5. The Association acknowledges that the Kent ISD, as a joint employer of transferred Personnel, shall act as the fiscal agent of those employees and shall be solely responsible for the payment of wages to and insurance benefit premiums for the transferred Personnel. The compensation of any transferred Personnel will be in accordance with the terms of the Collective Bargaining Agreement between each employee(s), the Grand Rapids Public Schools and the Grand Rapids Education Association, except Kent ISD may adjust the timing of payments and similar procedural issues with its pay cycles.

**KENT INTERMEDIATE SCHOOL DISTRICT  
ITINERANT STAFF PAY SCHEDULE - SCHOOL YEAR 2011-2012  
2013-14**

| KENT INTERMEDIATE SCHOOL DISTRICT<br>ITINERANT STAFF PAY SCHEDULE<br>SCHOOL YEAR 2013/14 |                    |                    |         |          |
|--|--------------------|--------------------|---------|----------|
| BEGINNING  | ENDING             | PAYDATE            | OPTIONS |          |
| August 26, 2013  | September 6, 2013  | September 6, 2013  | 26      | 22       |
| September 9, 2013  | September 20, 2013 | September 20, 2013 | 25      | 21       |
| September 23, 2013   | October 4, 2013    | October 4, 2013    | 24      | 20       |
| October 7, 2013  | October 18, 2013   | October 18, 2013   | 23      | 19       |
| October 21, 2013   | November 1, 2013   | November 1, 2013   | 22      | 18       |
| November 4, 2013   | November 15, 2013  | November 15, 2013  | 21      | 17       |
| November 18, 2013  | November 29, 2013  | November 29, 2013  | 20      | 16       |
| December 2, 2013   | December 13, 2013  | December 13, 2013  | 19      | 15       |
| December 16, 2013  | December 27, 2013  | December 27, 2013  | 18      | 14       |
| December 30, 2013  | January 10, 2014   | January 10, 2014   | 17      | 13       |
| January 13, 2014   | January 24, 2014   | January 24, 2014   | 16      | 12       |
| January 27, 2014   | February 7, 2014   | February 7, 2014   | 15      | 11       |
| February 10, 2014  | February 21, 2014  | February 21, 2014  | 14      | 10       |
| February 24, 2014  | March 7, 2014      | March 7, 2014      | 13      | 9        |
| March 10, 2014   | March 21, 2014     | March 21, 2014     | 12      | 8        |
| March 24, 2014   | April 4, 2014      | April 4, 2014      | 11      | 7        |
| April 7, 2014  | April 18, 2014     | April 18, 2014     | 10      | 6        |
| April 21, 2014   | May 2, 2014        | May 2, 2014        | 9       | 5        |
| May 5, 2014  | May 16, 2014       | May 16, 2014       | 8       | 4        |
| May 19, 2014   | May 30, 2014       | May 30, 2014       | 7       | 3        |
| June 2, 2014   | June 13, 2014      | June 13, 2014      | 6       | 2        |
| June 16, 2014  | June 27, 2014      | June 27, 2014      | 5       | 1        |
| June 30, 2014  | July 11, 2014      | July 11, 2014      | 4       | SUMMER   |
| July 14, 2014  | July 25, 2014      | July 25, 2014      | 3       | PAYS     |
| July 28, 2014  | August 8, 2014     | August 8, 2014     | 2       | CONTRACT |
| August 11, 2014  | August 22, 2014    | August 22, 2014    | 1       | PAYOFFS  |

**APPENDIX M**

Association Response to Emergency Financial Manager Provision

The clause contained in Article 21 J. is included in this agreement because it is legally required by state law. The Association did not agree to this provision. By signing this Agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.



**APPENDIX N**

For the 2013-2014 school year, each member who is rated highly effective or effective on their 2013-2014 year-end evaluation shall receive a \$100 off-schedule stipend. Payment will be made the second pay date in June of 2014.

- \* This compensation is provided to teachers in accordance with MCL 380.1250. It is published here for convenience for teachers as both parties acknowledge that merit pay is a prohibited subject of bargaining for teachers under PERA 15(3). Both parties also acknowledge that merit pay is not a prohibited subject of bargaining for ancillary staff.

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**GREA Contract**  
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