



CONTRACTUAL AGREEMENT
BETWEEN
THE GRANDVILLE BOARD OF EDUCATION
AND
THE KENT COUNTY EDUCATIONAL ASSOCIATION/MEA/NEA
2010-11

GRANDVILLE PUBLIC SCHOOLS
3839 PRAIRIE SW
GRANDVILLE, MICHIGAN 49418

Article I	RECOGNITION.....	Page 1
	1.1 Exclusive bargaining representative	
	1.2 Association is exclusive bargaining unit	
	1.3 Membership dues or assessments	
Article II	AGENCY SHOP.....	Page 1
	2.1 Teacher membership	
	2.2 Teacher refusal to comply	
	2.3 Fee in lieu of joining	
	2.4 Scholarship Fund	
	2.5 Objection Fee	
	2.6 Transfer of Non-Member feed	
	2.7 Legal action	
Article III	TEACHER RIGHTS AND RESPONSIBILITIES.....	Page 2
	3.1 Act 379	
	3.2 Public information requests	
	3.3 Discipline or discrimination	
	3.4 Statement responsibility	
	3.5 Teacher complaints	
	3.6 Record review	
	3.7 Reprimands and suspensions	
	3.8 Association representation	
	3.9 Probationary – non renewal of contract	
	3.10 Continuing Employment	
	3.11 Factual errors	
	3.12 Assigned grade modification	
	3.13 Instructional materials	
	3.14 Drug Free Schools	
Article IV	PROFESSIONAL COMPENSATION.....	Page 4
	4.1 Basic salary	
	4.2 Extra Duties	
	4.3 New teacher orientation	
	4.4 Holidays	
	4.5 Negotiation leave	
	4.6 Extra days pay	
	4.7 Extra class period pay	
	4.8 Conference hour pay	
Article V	TEACHING HOURS.....	Page 5
	5.1 School hours	
	5.2 Outside prep time	
	5.3 Lunch period	
	5.4 School closings	
Article VI	TEACHING LOADS AND ASSIGNMENTS.....	Page 6
	6.1 6-period teaching load	
	6.2 7-period teaching load	
	6.3 Teaching within endorsement areas	
	6.4 Team teaching	
	6.5 MS Teaching loads	
	6.6 MS teaching for HS credit	
Article VII	TEACHING CONDITIONS.....	Page 7
	7.1 Class size enrollment	
	7.2 Special education prep time release	
	7.3 Class limits	
	7.4 Equalize class loads	

	7.5	Homebound students	
Article VIII		VACANCIES AND PROMOTIONS.....	Page 10
	8.1	Written notice	
	8.2	Transfers	
	8.3	Part time and job share assignments	
Article IX		REDUCTION OF STAFF.....	Page 10
	9.1	Staff reduction procedure	
	9.2	Board determination	
	9.3	Seniority determination	
	9.4	Seniority list	
	9.5	Layoff procedure	
	9.6	Teacher rights during layoff	
	9.7	Recall	
	9.8	Recall – Part-time positions	
	9.9	Vacancies – postings	
	9.10	Copy of Article provisions	
ARTICLE X		LEAVE PAY	
	10.1	Details of coverage – sick leave, LTD, etc.....	Page 15
	10.1.2	Special consideration	
	10.1.3	Deductions for leave time	
	10.1.4	Maternity leave	
	10.1.5	Personal leave	
	10.1.6	Workers’ Compensation absences	
	10.1.7	Jury Duty	
	10.1.8	Stated provision conditions	
ARTICLE XI		LEAVES OF ABSENCE.....	Page 18
	11.1	Extended leave time	
	11.2	Maternity/Child care leave	
	11.3	Attributable school source absence	
	11.4	Study/research leave	
	11.5	Military leave	
	11.6	Return from long term leave	
	11.7	Special considerations	
	11.8	Long term leave	
	11.9	Non-paid leave	
	11.10	Layoffs and voluntary leave	
ARTICLE XII		SABBATICAL LEAVE.....	Page 22
	12.1	Board granted Sabbatical leave	
	12.2	Qualifications	
	12.3	Application information	
	12.4	Salary protection	
	12.5	Status while on Sabbatical leave	
	12.6	Status upon return from sabbatical leave	
ARTICLE XIII		INSURANCE PROTECTION.....	Page 23
	13.1	Board provided insurance benefits	
	13.2	Orthodontic benefits	
	13.3	Tax-free annuities	
	13.4	Liability insurance	
	13.5	Part-time pro-rata	

ARTICLE XIV	TEACHER EVALUATIONS.....	Page 26
	14.1 Evaluation monitoring	
	14.2 Observations	
	14.3 Evaluation review	
	14.4 Committee review	
ARTICLE XV	PROTECTION OF TEACHERS.....	Page 27
	15.1 Administrative support	
	15.2 Assault of a teacher	
	15.3 Lost time due to assault	
	15.4 Reimbursement for loss due to assault	
	15.5 Teacher complaints	
	15.6 Teacher liability	
ARTICLE XVI	NEGOTIATION PROCEDURES.....	Page 27
	16.1 Common concerns not covered	
	16.2 Renegotiations	
	16.3 Negotiation or bargaining representatives	
ARTICLE XVII	PROFESSIONAL GRIEVANCE PROCEDURE.....	Page 27
	17.1 Grievance definition	
	17.2 Who can file a grievance	
	17.3 Time limit on filing	
	17.4 Where to file a grievance	
	17.5 Procedure for filing a grievance	
	17.6 Non attributable grievances	
	17.7 Conditions involving suspension without pay	
	17.8 Impartial arbitrator	
	17.9 Expedited arbitration	
	17.10 Fees and expenses	
	17.11 Process timing	
	17.12 Unjust discharge – Tenure teacher	
ARTICLE XVIII	BOARD AND ADMINISTRATION RIGHTS.....	Page 29
	18.1 Board responsibility	
	18.2 Quality education	
ARTICLE XIX	NO INTERRUPTION OF EDUCATION.....	Page 29
	19.1 Teacher and Association responsibilities	
ARTICLE XX	MISCELLANEOUS PROVISIONS.....	Page 29
	20.1 AESOP	
	20.2 “Specials” teacher absences	
	20.3 Travel compensation	
	20.4 Curriculum committee	
	20.5 School improvement	
	20.6 Payroll deductions	
	20.7 Department Chairman	
	20.8 Sub during conference hour	
	20.9 Agreement terms	
	20.10 Legal implications	
	20.11 Resignation stipend	
	20.12 Maintenance Committee	
	20.13 Revenue Activities	
	20.14 Extension and Sunset Provision	
ARTICLE XXI	ASSOCIATION RIGHTS.....	Page 32
	21.1 Use of school buildings	
	21.2 School property business transactions	

	21.3	Travel compensation	
	21.4	Posting notices	
	21.5	Public information request	
	21.6	Association negotiations	
	21.7	Days allowed for Association business	
	21.8	GEA president duties	
ARTLCIE XXII		LEAST RESTRICTIVE ENVIRONMENT.....	Page 33
	22.1	Individuals with Disabilities Act information	
	22.2	Student IEPC	
	22.3	Special education students in regular ed	
	22.4	Implementing LRE	
	22.5	Emergency care in the classroom	
	22.6	Health service provisions	
	22.7	LRE committee	
ARTICLE XXIII		KENT INSTRUCTIONAL DELIVERY SYSTEM.....	Page 35
	23.1	Introduction	
	23.2	Definitions	
	23.3	Responsibilities of originating and remote site districts	
	23.4	Working conditions	
	23.5	Job security	
	23.6	Broadcast and rebroadcast conditions	
	23.7	Problem solving efforts	
	23.8	Relationship to local master agreements	
ARTICLE XXIV		JOB SHARE.....	Page 37
	24.1	Conditions	
ARTICLE XXV		DURATION OF AGREEMENT.....	Page 40
	25.1	Effective date	
	25.2	Agreement copies	
GENERIC SERVICE CREDIT PURCHASE.....			Page 41
	A.	Employer Purchase Plan	
	B.	Agreement copies	
SUPPLEMENTARY PROVISION TO SALARY SCHEDULE.....			Page 41
	A.	Longevity	
	B.	Moving steps	
	C.	Previous teaching experience credit	
	D.	Prior service credit	
	E.	Fractional years credit	
	F.	Military service credit	
	G.	21 or 26 bi-weekly pay	
	H.	School nurse	
	I.	Psychologists and Social Workers	
EDUCATION CREDIT AND PAYMENT.....			Page 43
	A.	Movement to BA + 30/MA column	
	B.	Movement to MA + 15/MA + 30	
	C.	Learning institutes	
	D.	Fellowship, institute or scholarship grant	
	E.	Educational payment requests	
	F.	Graduate and undergraduate training	
CALENDAR 2010-2011.....			Page 45
SCHEDULE A	2010-11.....		Page 46

SCHEDULE B	2010-11.....	Page 47
SCHEDULE C	2010-11.....	Page 49
ADDENDUM I	LEAST RESTRICTIVE ENVIRONMENT WORKSHEET.....	Page 51
ADDENDUM II	LETTER OF AGREEMENT – GEC CLASSES.....	Page 53
ADDENDUM III	LETTER OF UNDERSTANDING.....	Page 54
ADDENDUM IV	LETTER OF AGREEMENT – TUITION REIMBURSEMENT.....	Page 55
APPENDIX A	TAX-DEFERRED PAYMENTS RESOLUTION.....	Page 56
APPENDIX B	SALARY DEDUCTION AGREEMENT.....	Page 57
APPENDIX C	GRIEVANCE REPORT FORM.....	Page 58

AGREEMENT

This agreement entered into this 1st day of September, 2010, by and between the Board of Education of the Grandville Public Schools, hereinafter called the "Board", and the Kent County Education Association, affiliated with the MEA and NEA, hereinafter called the "Association".

WITNESSETH

The Board and the Association recognize that their primary responsibility is to the children of the district.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I **RECOGNITION**

1.1 The Board recognizes the Association as the exclusive bargaining representative, as provided in Act 379, Public Act of 1965, for all certified classroom teachers, including alternative education, special education, teacher consultants, speech and language pathologists, counselors, media specialists, instructional specialists, music and physical education teachers and reading teachers/consultants, art coordinator, teaching principals who spend more than half of their time engaged in teaching activities, technology co-coordinator and the following non-certified professional education employees; school psychologists, school nurses, social workers and occupational therapists. Excluded from the bargaining unit are all other employees. The term "teacher" or "employee", when used in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined, and references to male teachers shall include female teachers and vice versa, except as otherwise clearly indicated by the context.

1.2 The Board agrees not to negotiate with any teacher's organization other than the Association with respect to persons in the unit defined in Paragraph 1.1 above for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given opportunity to be present at such adjustment.

1.3 On or before October 15 of each year, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). Such sum shall be deducted as dues from the regular salaries of all such teachers.

ARTICLE II **AGENCY SHOP**

2.1 All teachers shall either (1) become and/or remain members of the Association or (2) pay the Association a representation fee in an amount attributable to the cost of collective bargaining and contract maintenance as certified by MEA/NEA. Association and/or representation fees (not payroll deducted) must be paid by December 1 of that school year. Membership dues and representation fees may be paid by authorizing the Board to deduct such amounts from salaries as provided elsewhere herein.

2.2 It is expressly understood and agreed that the failure or refusal of any teacher to comply with the requirements of this Article constitutes reasonable and just cause of the dismissal of such teacher. If any teacher fails or refuses to comply with such requirements, after exhausting the Association's internal appeal process and the Association certifies such a fact to the Board and requests it to institute dismissal proceedings, the Board shall give such teacher notice that his employment will not be continued after the end of that school year. Such teacher's employment will, however, be continued in normal fashion until the end of the school year. In the event said teacher chooses to appeal his dismissal for noncompliance with this Article, his employment will continue until the end of the school year following the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination of employment

2.3 Teachers who elect to pay a representation fee in lieu of joining the Association shall be afforded the same representation rights as are extended to Association members under the collective bargaining agreement.

2.4 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 non-union bargaining unit members. No dispute, claim or complaint by an objecting unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

2.5 All amounts paid as representation fees by teachers who fall under the "Policy Regarding Objections to Political-Ideological Expenditures" shall be held by the Association in a Scholarship Fund. The amounts in such Fund shall be used each year to provide a scholarship to one or more members of the graduating class of the Grandville Schools, the recipient or recipients of such scholarship to be determined each year by the Association.

2.6 Due to certain requirements established in court decisions, the parties acknowledge that the amount of the 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 representation fee by non-members shall be activated thirty (30) days following the Associations' notification to non-members of the fee for that given school year.

2.7 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer 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.
- (c) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article II, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE III

TEACHER RIGHTS AND RESPONSIBILITIES

3.1 The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all applicable laws and statutes pertaining to teacher's rights and responsibilities. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

3.1.5 All certified teachers shall serve a probationary period in accordance with the Teacher Tenure Act, as amended, which requires a four-year probationary period for new teachers and a two-year period for previously tenured teachers.

3.2 The Board agrees to furnish to the Association, in response to reasonable request submitted in writing, such public information as may be necessary for the Association to prepare proposals for bargaining or which may be necessary for the Association to process any grievance or complaint.

3.3 Teachers shall be entitled to full rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, insofar as it does not interfere with his professional responsibilities as a teacher in the Grandville Public Schools. It is further understood that if the Association believes this paragraph has been abused, the matter shall be discussed with the Board's Personnel Committee to be resolved by mutual agreement.

The provisions of the Agreement shall be applied without regard to race, creed, age, religion, color, national origin, sex, marital status, height, weight, handicap or any other reason prohibited by state or federal law.

3.4 The teacher's position or action shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.

3.5 Complaints against a teacher, if they are to be the basis for disciplinary action, shall be put in writing. A teacher shall be given a copy of any derogatory material hereafter placed in his personnel file. Within ten (10) school days thereafter, he may submit a written response to any such material to be attached to the file copy of the material in question. If a teacher is requested to sign material to be placed in his/her file, such signature indicates his/her awareness of the material but not necessarily his/her agreement with the contents thereof.

3.6 A teacher will have the right to review the contents of all records, excluding initial references, of the School district pertaining to said teacher, originating after the initial employment and to have a representative of the Association accompany him/her in such review.

If a Freedom of Information Act (FOIA) request is made for any information on any teacher in the district, the Board or administrator representing the Board shall notify the affected employee(s) immediately. The Board shall release to the employee(s) names of all those requesting information under FOIA. The Board shall further allow the employee(s) and the Association to review said documents or files prior to their release, and exclude from release all materials that are untimely, inappropriate, or are excluded under state and federal laws.

3.7 No teacher shall be given a written reprimand, be suspended without pay or be discharged without just cause. Any such reprimand, suspension or discharge shall be subject to the grievance procedure and arbitration, as hereinafter provided. A statement of the basis for any such reprimand, suspension or discharge will be made available to the teacher in writing.

3.8 A teacher shall be entitled to request the presence of an Association representative at any time during the course of any meeting with a Board representative which may lead to disciplinary action. Once such request is made, no disciplinary action shall be taken until an Association representative is present, provided, however, that such Association representative shall be available to attend such meeting no later than the end of the next school day.

3.9 Any probationary teacher whose contract is not renewed shall, upon written request made to the Superintendent within ten (10) days of being notified of such action, be given the opportunity to meet in a private session with the Board's Personnel Committee/Superintendent to discuss the matter in an informal manner. Such teacher shall have the right to have an Association representative accompany him/her during such meeting and shall have the right to call in sequestered witnesses to speak on his/her behalf.

3.10 Any member of the bargaining unit who is not covered by the Michigan Teacher Tenure Act (psychologist, nurse, occupational therapist and social worker) shall for purposes of this Article be considered as on probation for the first four (4) years of employment and shall be on a continuing contract thereafter, go on the seniority list, and be entitled to benefits accorded to tenure teachers under this Agreement.

3.11 If material to be placed in the teacher's file is determined to be in factual error, the material will be corrected or expunged from the file, whichever is appropriate.

3.12 A teacher's assigned grade can only be modified if all the following are met:

1. The teacher is informed of the specific reasons and concurs in the grade change.
or
2. The majority of a review panel consisting of three teachers (selected by the Association), one Board member and the Superintendent (or his/her designee) approves the grade change. If the decision of the panel is adverse to the teacher, then the teacher may appeal to the Board of Education. The decision of the Board, regarding such an appeal, is final. (NOTE: Only the teacher may appeal to the Board.)

3.13 All instructional materials, methods, lesson plans, or other creative or copyrightable work, written, composed, created, or devised by a bargaining unit member during their employment, on the members own time without the use of district resources or support, shall remain the property of the teacher.

All such projects undertaken by the teacher with the support and resources of the district shall be the shared property of the teacher and the district.

3.14 Drug Free Schools - In compliance with the Drug Free Schools and Community Act Amendments of 1989, Public Law 101-226, employees of the Grandville Public Schools are prohibited from the possession, use, or distribution of illicit drugs on school premises or as any part of its activities.

Employees of Grandville Public Schools are also prohibited from use or distribution of alcohol on school premises or during activities involving students.

Disciplinary measures (consistent with local, state, and federal law), up to and including termination of employment and referral or prosecution, will be imposed upon employees who violate the above provisions.

The Board agrees not to perform or require random or periodic drug or alcohol testing as a condition of continued employment, awarding of tenure, or change of assignment.

The Board agrees not to perform or require a bargaining unit member to submit to drug or alcohol testing unless the Board and/or administration has "reasonable suspicion" to believe that such bargaining unit member is working under the influence of drugs or alcohol.

The Association and the Board jointly recognize that alcoholism and drug addiction are illnesses and shall be treated as such, consistent with the terms and conditions of this agreement.

A bargaining unit member, while successfully participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse, provided the bargaining unit member requests such assistance prior to the commission of any act which might lead to disciplinary action or civil or criminal charges being filed. The Board's determination that a bargaining unit member is not successfully participating in the program shall be subject to the grievance procedure.

The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security as long as the request is made prior to employment jeopardy issues being brought to the attention of the bargaining unit member. Such problems will be handled in a confidential manner.

When an administrator observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right (and informed of the right) to have appropriate Association representative(s) present at such interview.

ARTICLE IV **PROFESSIONAL COMPENSATION**

4.1 The basic salary of bargaining unit members shall be as set forth in Appendix A. Salary thus specified shall be in effect without deviation during the designed period. Compensatory time off in place of compensation in Section 4.6 shall not be considered a deviation if agreed to by the teacher and the Association is informed of the agreement.

4.2 The salary schedules are based on a normal teaching load for full-time teachers and shall be the compensation for all regular teaching and related services performed during the term of the Agreement. It covers extra services performed outside the established school year, which duties, if desired by the Board, shall be requested on a voluntary basis and paid for at a rate set forth in Schedules B and C. It covers extra assignments such as coaching, class sponsorship, etc., which shall be paid for at a rate set forth in Schedules B and C without deviation unless the teacher agrees and the Association is informed within ten (10) days.

4.3 New teacher or teachers with less than one semester in the Grandville School system may be required to report for orientation days before the regular opening of school. Teachers who are being transferred from one level to another (elementary, junior middle school, middle school or senior high school) may, at the request of the building principal, be required to attend a one day orientation.

4.4 The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. A minimum of seven (7) regular school days (including Christmas and New Year's Day) will be set aside for Christmas vacation and two (2) regular school days will be set aside for spring vacation.

4.5 A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, including arbitration, shall be released from regular duties when such meeting is scheduled by mutual agreement during the school day.

4.6 For those teachers working beyond the normal school year, compensation for the extra days shall be on a daily rate of one divided by the number of days contracted for by veteran teachers multiplied by the teacher's annual salary.

Opportunities for paid, voluntary summer committee work will be posted within the relevant building, or district-wide as appropriate, with a copy provided to the GEA. The compensation rate, the task, and the anticipated time commitment shall be included in the posting.

4.7 Teachers who teach six (6) class periods in the high school or seven (7) class periods in the middle school instead of the normal five (5) or six (6) class periods, hourly rate shall be computed by the formula 1/5 or 1/6

times the annual salary, divided by the number of scheduled student contact days. This payment shall be made for each day the class is assigned to the teacher.

- 4.8 All teachers who volunteer and/or are called upon to volunteer to work during:
- a. their conference period
 - b. prep time
 - c. before the regular school day
 - d. after the regular school day
 - e. during vacation time (summer, Christmas, spring, etc.)

on the school excellence team (SET) shall be paid 80% of the rate stated in "Schedule C" (teaching as a substitute during conference hour) with a maximum of twenty (20) hours per school year.

ARTICLE V **TEACHING HOURS**

5.1 While school hours may differ in the various schools, the normal basic teaching day is 8:00 to 3:35. These hours may be adjusted to equivalent times of up to one hour earlier or later in the middle school or senior high and up to 30 minutes earlier or later in the elementary schools. In the event there is a deviation from the standard or normal teaching day, assignments will be made on a voluntary basis whenever possible. On the day before a holiday, a teacher shall be free to leave ten (10) minutes after students are dismissed.

In emergency situations or circumstances, such as severe space shortages or extreme financial conditions, these hours may be changed. The Association will be notified prior to any emergency change in the normal basic teaching day.

5.2 While the above paragraph provides for a basic teaching day, the Association recognizes that each teacher's professional responsibilities to his students and the District will require him/her to devote additional time outside the teaching day or week to such matters as preparing lesson plans, materials and projects, grading papers, attending required staff meetings and school functions, meeting parents, preparing reports, and other work relating to his/her teaching function. It is agreed that such matters are an integral part of each teacher's duties and will be performed in a conscientious, professional manner.

5.3 All teachers shall be entitled to a duty-free, uninterrupted lunch period which shall not be less than thirty (30) minutes. Elementary classroom teachers shall be relieved of all recess duty supervision. In the elementary schools, the remaining thirty (30) minutes of the student's sixty (60) minute lunch period shall be considered planning time for the teacher.

5.3.1 It is expected that each elementary teacher will be responsible to get their students to the lunchroom before beginning their use of this time.

5.3.2 In the elementary schools, the principal shall secure an individual or individuals for noon lunch supervision duty.

5.3.3 Teachers will be in their classrooms a minimum of ten (10) minutes before the beginning of school. The teacher work day will be seven (7) hours and thirty-five (35) minutes (which includes a thirty (30) minute duty free lunch) with the actual schedule being determined on a building basis.

5.3.4 Elementary Planning Time - For the life of this Agreement, elementary planning time shall be no less than the allotted planning time for the secondary level on a weekly basis.

5.4 When all schools are closed to students due to inclement weather or by Acts of God and the day is to be made up later, teachers will not be required to report.

The present Board "snow day" policy of keeping schools in session when prudently possible shall be continued. School closings shall be announced via the local radio station (presently, WOOD is the official school news media).

5.4.1.1 Cancellations or delays that fall within the allowable "Act of God" hours (per state law) will not be made up and the teachers will not be required to report and shall suffer no loss of salary. Thereafter any subsequent such "Act of God" hours will be made up by adding time to the end of school year.

5.4.1.2 In case school is delayed due to fog or ice, teachers will make every attempt to arrive at their assignment at least thirty (30) minutes prior to the announced start time.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

6.1 The present normal weekly teaching load in the middle school and senior high school of twenty-five (25) teaching periods and five (5) unassigned preparation periods will be continued as long as the present six period day is maintained. No departure from these norms except in case of emergency, shall be authorized without prior consultation with the Association (to be resolved by mutual agreement between the Board and the Association). In no event shall the teaching load be greater than those standards required to maintain accreditation.

6.2 The normal weekly teaching load in the middle school, in case of a seven (7) period teaching day, insofar as practical, will be as follows:

1. For those who teach a majority of core subjects:
 - a. Twenty-five (25) teaching periods
 - b. Five (5) supervision or study periods
 - c. Five (5) conference periods
2. For those who teach a majority of non-core subjects, such as art, music, tech. ed., computers, physical education and life skills/health.
 - a. Thirty (30) teaching periods
 - b. Five (5) conference periods
3. In the event a deviation from the above standards is necessary, the building principal and the teacher involved will meet together in order to reach a mutually acceptable solution.

6.3 Since pupils should be taught by teachers working within their area of competence, teachers shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor field of study.

6.4 Teachers who will be affected by a change in grade assignments in the elementary school grades or by changes in subject assignment in the secondary school grades will be notified by their principals as soon as practical prior to June 1. Whenever possible, new hire assignments will follow response to teacher transfer requests. Such changes will be voluntary when practical. If any changes in the teacher assignments are necessary due to the loss of a teacher or changes in student enrollments after June 1, the building principal will promptly notify the teacher affected and explain the reasons for the changes in assignment.

6.5 Current Middle School Teaching Loads – Team Teaching

All Teachers shall be expected to teach:

1. Twenty-five (25) teaching period
2. Five (5) periods of MAP, supervision or additional duties.
(i.e. shared teaching which is co-teaching (two (2) teachers assigned to teach the same class).
3. Five (5) conference periods

The expectation is that the teams will meet for team planning when not assigned to direct MAP, supervision, or other teaching responsibilities. If MAP is discontinued, the middle school will return to the former junior high six-period schedule.

6.6 Any middle school teacher teaching a course for high school credit who administers a final exam will receive ½ day of release time at the end of each semester or trimester.

ARTICLE VII

TEACHING CONDITIONS

7.1 The Board will attempt to maintain the following enrollments, insofar as practical, after the first five (5) student days of the school year in grades K-8 and after the first five (5) of each semester in grades 9-12. Activity classes in grades K-6 including science lab, art and tech. ed. will have a limit of thirty (30). Physical education and music classes in grades K-6 will have a limit of thirty-five (35). Activity class in grades 7-8 will follow high school limits.

7.1.1	Grade/Class	Maximum Class Size
		<u>2007-2011</u>
7.1.1	Young Fives	21
7.1.2	K-3	26
7.1.3	4-6	28
7.1.4	K-3 split	21
	4-6 split	24
	Multi-Age	25:1 ratio
7.1.5	7-8	145/5-period day or 30/class period or 29 x number of periods for those teaching fewer than 5 periods.
7.1.6	9-12	145/5-period day or 30/class period or 29 x number of periods for those teaching fewer than 5 periods
	Social Studies	
	Business Courses	
	Math	
	Life Skills	
	Foreign Language	
	Art	
	Biology	
	Acting	
	Yearbook	
	Debate	
	Health	
	Technical Drawing I & II	
	Architectural Drawing	
	Computer Applications	
	Writing	125/5-period day or 26/class period or 25 x number of periods for those teaching fewer than 5 periods
	Industrial Arts-Shop Courses	
	Forensics	
	Audio Visual Broadcasting	
	AV Production I & II	
	Foods & Nutrition	
	College Writing	
	AP English	
	Composition through Literature 9	
	Composition through American Literature 10	
	Journalism	
	Speech	
	Exploring Technology	
	Life Science (2004-05)	
	All other AP Classes	135/5-period day or 28/class period or 27 x the number teaching less than 5 periods
	Chemistry	
	Physics	
	Honors American Studies I & II	
	Composition through American Literature 11	
	Physical Education	205/5-period day or 42 per class period or 41 x number of periods for those teaching fewer than 5 periods.
	Math Essentials	A maximum of 24 students per class.
	Reading/Writing 9 & 10	
	Senior Writing	A maximum of 18 students per class

Life Science (2006-07 and beyond)

Study Skills

A maximum of 20 students per class

(Any new classes not covered in this Section will be determined by mutual agreement.)

7.1.7 Special Education As per statutorily established case loads and/or class size limits

(It is understood that the Board may apply to the State for deviations from the established case load/class size limits but that any additional students above the statutory limits shall result in additional compensation as established below.)

7.1.8 The above maximums shall not be exceeded if it would exceed the reasonable physical limits of the classroom, lab facility or number of work stations available and equipped for students.

7.1.9 In the event the Board finds it necessary for the number of students in any class to exceed the -above figures for more than five (5) consecutive school days, the teacher involved shall be paid \$5.00 per day for each student over such figures in grade K-6; \$1.35 per class period for each student over such figures in grades 7-12. Such amounts shall be paid at the end of each semester.

Where the overload in a K-6 assignment is for less than a full day, it shall be prorated on the following basis:

greater than 2 hours 40 minutes = day rate (\$5.00)

less than or equal to 2 hours and 40 minutes = hourly rate (\$1.35)

Where the overload of a speech-language pathologist exceeds a caseload of 60 for more than five (5) consecutive days, the therapist involved shall be paid \$4.50 for each contact with overload students and six (6) times the "hourly substitute during conference hour rate" for each overload evaluation completed.

If overload is offered to psychologists, it will be at \$350 per evaluation. The opportunity for overload will be offered on an equal basis at the time it is offered.

Students who are mainstreamed in general education classes for "socialization" only do not qualify a teacher for overload pay. Examples of "socialization" activities include, but are not limited to: calendar, show and tell, parties, and story time. Students who are mainstreamed for content areas continue to qualify a teacher for overload pay.

The building principal and grade level teachers at grades 1 and 2, may submit a proposal to the Superintendent to utilize a paraprofessional in lieu of overload pay. Every effort will be made to include the teacher in the interview and hiring process for the paraprofessional. If paraprofessional services are provided for at least one-half (1/2) of the instructional day, the teacher will not be eligible for overload pay. If the paraprofessional is assigned for less than one-half (1/2) of the instructional day, overload pay will be prorated for the period of time that the paraprofessional is not assigned to the classroom.

7.2 If schedules are not made to allow special education teachers and/or resource room teachers their preparation or release time, said teacher shall be paid at the rate of six-fifth (6/5) times their annual salary as if they had an extra class as in section 4.7.

7.3 Consistent with the established policy of Grandville Public Schools to provide a quality education for all students, the Board agrees to reduce the class limits for classes listed in Article VII by whatever number the M.E.T./Staffing determines proper for each child with a disability that is mainstreamed into the regular classroom. See Addendum I.

This procedure shall be completed on all students with any special education eligibility (R340.1703-340.1715). If this procedure is not completed prior to placement in a regular education classroom, the teacher will notify the building administrator, in writing, and the administrator will convene a staffing within ten (10) school days to complete said procedure.

7.4 Board will attempt to equalize class loads as much as possible, by assigning students to the appropriate school. In attempting to equalize class loads, on a given grade level, principals will confer with the teachers involved to reach a satisfactory resolution.

In assigning students, our primary concern is the welfare of the youngsters. However, also of importance is the necessity to equalize classloads whenever and wherever possible.

In order to fulfill these purposes, we must keep in mind geographic locations, number of years youngsters have attended a given school, and the number of brothers and sisters attending the same school.

Thus, if we have a new bus student, an early elementary child living on the borderline between two schools (without brothers and sisters) or an early elementary bus child (without brothers and sisters in the same schools), we will attempt to equalize classloads as much as possible by assigning these children to an appropriate school.

Furthermore, in any particular building, in attempting to equalize classloads, on a given grade level, principals will be instructed to confer with the teachers involved to reach a satisfactory solution.

In unusual or exceptional elementary classroom situations, the use of teacher aides will be considered when this will enhance the learning situation for the children involved.

7.5 Where a bargaining unit member is required to provide services to a student in the student's home, the Employer shall immediately take whatever steps are possible to allow the bargaining unit member to provide such services in an alternate location outside of the home. If the bargaining unit member cannot provide services to the student outside the student's home, the member may consent to continue to provide services within the student's home provided that the Employer agrees to allow another District employee to accompany the bargaining unit member to the home. In the event that none of the above options or others considered by the parties satisfy the bargaining unit member as to their safety in providing services to the student, the Employer shall have such services provided by another person who is not a member of the bargaining unit.

ARTICLE VIII **VACANCIES AND PROMOTIONS**

8.1 The Board agrees that it is desirable in filling vacancies in the bargaining unit, including vacancies in summer school, driver education, coaching, and extracurricular activities, to do so by actively considering each request from within its own staff. Whenever a vacancy in the bargaining unit arises or is anticipated and it is not filled from a bargaining unit member from within the same school/building, the Superintendent or his designee shall post the position for not less than seven (7) days (not including Saturdays, Sundays, and legal holidays). Nothing herein shall prevent the Board from making temporary assignments of personnel from applicants who are not currently under contract with the Grandville Public Schools but such temporary assignments shall not extend beyond the balance of the school year. However, the Board shall not be limited in its selection of personnel to permanently fill vacant positions to applicants from within the bargaining unit or to the persons temporarily assigned to such positions.

Whenever a supervisory vacancy arises or is anticipated, until the last day of school, the Superintendent or his designee shall give not less than seven (7) days written notice (not including Saturdays, Sundays, and legal holidays) to the Association President before the position is filled.

The Board will send a written notice to all teachers who indicated their desire to receive such a notice on the sign-out sheet in June for any administrative position posted after the last day of the previous school year and prior to the first day of the succeeding school year. Such notice shall include a general job description and anticipated salary range for the position.

8.2 Transfers will be voluntary when possible. Transfer requests should be submitted by March 1 of each year. However, the Board may transfer teachers to prevent undue disruption of the instructional program or when it deems it to be in the best interest of the school district. The Superintendent or the building principal shall notify the affected teacher of the reasons for the transfer, and also the Association if the affected teacher requests. An elementary teacher involuntarily transferred to a different grade level will not be involuntarily transferred again for two years succeeding the first involuntary transfer unless extenuating circumstance exists.

8.3 Requests for part-time and job-share assignments should be submitted by March 1 for each year. The Association shall be a signatory to any job share agreement.

ARTICLE IX

REDUCTION OF STAFF

9.1 Should it become necessary to reduce the work force employed by the Board, it is agreed that, anything to the contrary notwithstanding, the procedure as set forth below shall be used to staff the positions which remain available.

9.2 The number of teaching positions to be filled and the subjects to be taught shall be determined by the Board.

9.3 The Board shall appoint to the available positions those tenure teachers with the greatest seniority within the Grandville Schools, who are both certified and qualified for the position.

9.3.1 "Certified" shall mean holding a valid provisional, permanent, life, vocational, or continuing teaching certificate from the State of Michigan for the particular subject area and grade level assignment.

9.3.2 "Qualified" shall mean:

a. Elementary School - All classroom teachers in grades kindergarten through 6 must be certified for their assignment as described in the preceding subparagraph.

b. Grades 7 and 8 - Teachers in these grades must have earned at least eight (8) semester hours of credit in the following areas to be qualified for assignment in that area: mathematics, science, health, industrial arts, home economics, American history, geography, and reading. To be qualified to teach language arts, a teacher must have earned at least eight (8) credit hours including a minimum of one (1) course in reading, one (1) course in literature, one (1) course in writing, and one (1) course in speech.

c. Grades 9-12 - Teachers in these grades must meet current North Central High School requirements. In addition to North Central requirements, (1) to be qualified in Data Processing, a teacher must have earned eight (8) semester hours, or its equivalent as determined by the Superintendent or his designee and (2) to be qualified in English Composition (writing classes), a teacher must have earned eight (8) semester hours in composition course work.

d. Vocal and Instrumental Music (K-12) - A teacher must have earned twenty (20) semester hours in vocal music to be eligible to be assigned to teach vocal music or twenty (20) semester hours in instrumental music to be eligible to be assigned to teach instrumental music.

e. Art and Physical Education (K-8) - A teacher must have earned twenty (20) semester hours in the subject area to be eligible for assignment to teach art or physical education.

f. Science and Reading (K-6) - Elementary science teachers must have an elementary certificate and twenty (20) semester hours in science. An elementary reading teacher must have a Master's Degree with a major in reading.

These provisions of the Master Contract will be adjusted to meet any changes in state laws regarding teacher certification.

g. For the 1984-85 school year, any teacher who has three-fourths of the hourly requirements for qualification contained in subparagraph b., c., d., and e. above, shall be eligible for assignment in the particular subject area. However, the teacher must meet the full qualification requirement for that subject area before July 1 following the time he/she began teaching such assignment. A teacher shall be entitled to only one such assignment to subject area for which they are not fully qualified.

h. Special Education (K-12) - A teacher must possess the appropriate endorsement from the Michigan Department of Education to be eligible for any particular Special Education assignment.

i. Counselor and media specialist (K-12) - A teacher must meet applicable current North Central High School requirements to be eligible for assignment as counselor or media specialist.

j. Psychologist and Social Worker - Persons must hold a Master's in their field and be approved to work in the public schools by the Michigan Department of Education to be eligible for assignment as psychologist or social worker.

k. School Nurse - A person must be a Registered Nurse and be approved by the Michigan Department of Education to work as a school nurse.

l. Speech Pathologist – Persons must hold a master's in their field and be approved to work in the public schools by the Michigan Department of Education to be eligible for assignment as speech and language pathologist. However, those speech and language pathologists hired for the 1987-88 or prior school years, will be grandpersoned with Bachelors degrees as allowed by the Michigan Department of Education.

i. Experience - All teachers , regardless of grade level or subject area assignment, shall have had actual experience in the elementary school or in the grades 7-12 subject area assigned within the preceding five (5) years or have earned at least three (3) semester hours in the grade level or subject area assigned within the preceding five (5) years. If a teacher meets all of the requirements of qualification except this experience requirement, the teacher will be assigned to the position for one (1) year but must earn three (3) semester hours of graduate credit in the assigned grade level or subject area within twelve (12) calendar months following the time he/she began teaching such assignments.

9.3.3 ESEA (No Child Left Behind)

a. The District shall notify each teacher in writing by October 1 of each year of his/her "highly qualified" status for his/her current school year teaching assignment. The Association shall be provided a copy of each notice. It is the responsibility of each teacher to properly and timely fill out any forms the District may require and submit verification of any tests or courses passed relevant to his/her "highly qualified" status.

b. The District and the Association share a common interest in seeing that all members of the teaching staff who must obtain "highly qualified" status under the NCLB do so. To facilitate that goal, the District agrees to allow teachers to satisfy any of the options for becoming "high qualified" for his/her teaching assignment that are recognized and approved by both the United States Department of Education and the Michigan Department of Education. In regards to tuition reimbursement, current contract guidelines will apply. If a teacher decides to pursue taking the MTTC to obtain "highly qualified" status in their current assignment, upon successful completion of the test, the District will reimburse the said teacher for the cost of taking the test.

c. If any actions required by the Board or District under the NCLB result in a duty to bargain under the Public Employment Relations Act (PERA), bargaining shall be initiated by the parties in a time frame sufficient to allow completion of bargaining prior to the deadlines specified in the NCLB.

d. A teacher who is required as of the end of the 2005-06 school year to be "highly qualified" (as defined by the NCLB and the Michigan Department of Education) for his/her teaching assignment under the NCLB and is not "highly qualified" for his/her teaching assignment shall be granted the first vacancy he/she applies for providing he/she is fully qualified and fully certificated for the vacancy. If there is no vacancy for which said teacher is fully qualified and fully certificated and the District determines not to continue the teacher's current assignment, said teacher shall be placed on layoff and is subject to recall to a vacancy said teacher is fully qualified and fully certificated to fill. If there is no vacancy for which said teacher is "highly qualified", said teacher shall be treated under the Layoff and Recall provisions of this Agreement as if his/her current position was eliminated.

e. A teacher that has been recognized as "highly qualified" under the ESEA by this school district or another Michigan school district shall be recognized as "highly qualified" by Grandville Public Schools for the duration of his/her employment. If the rules related to "highly qualified" under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section. The parties further agree that once a teacher has been recognized as "highly qualified" in a content area, the District will not involuntarily transfer said teacher outside his/her content area.

9.4 Seniority List

- a. Not later than March 1 of each school year, the Administration shall prepare a seniority list of all teachers in the District. Seniority shall be determined by the length of unbroken service within the bargaining unit and shall be computed from the teacher's most recent beginning of employment. The seniority list shall be in rank order of the teacher's first date of work as set forth in the preceding section.
- b. In the event one of several teachers has the same seniority date, a drawing will be held during the first month of employment to determine the relative placement of those teachers on the seniority list. Notification of said drawing will be given to the Association and the affected teachers, and the drawing will occur at a convenient place, date, and time.
- c. Teachers obtaining new certification or qualifications after March 1 of any year, shall not receive seniority credits for such additional certification or qualification until the following March. At that time, the teacher shall receive full seniority rights in all areas of his/her certification and qualifications, provided that such additional qualification/certification is reported to the Assistant Superintendent of Human Resources.
- d. The seniority list will be provided to the Association and be posted in all buildings by March 15 of each school year.
- e. Seniority shall continue to accumulate for bargaining unit members during sabbatical, military, and sick leave as well as periods of layoff. During all other authorized leaves of absence, seniority shall be frozen as of the date the leave commences and shall not begin to accumulate again until the employee has returned to active service.
- f. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained for a period of three (3) years or the total years of service within the bargaining unit whichever is smaller for a bargaining unit member who is employed in a supervisory/administrative, non-bargaining unit position, but no additional seniority will accumulate during any period when a former bargaining unit member is employed outside the bargaining unit.

For the administrator that remains out of the bargaining unit for a period longer than that stated above, he/she shall be entitled to return to a bargaining unit position at the beginning of any school year provided, however, that the administrator is certified and qualified for a position in accordance with Michigan laws and regulations and provided that application for reinstatement to a bargaining unit position shall have been made by April 1 of the prior school year, and provided there is a vacancy available. In the event a position for which the administrator is qualified is not available, he/she shall be granted the first such position that becomes vacant.

9.5 Layoff Procedure

- a. The particular positions to be filled shall be determined by the Board. Assignments to such positions shall be in accordance with the teacher's seniority, qualifications, and certification. In determining particular positions to be filled, the Board will make all reasonable effort to arrange class assignments within a position so as to maximize the retention of teachers with the greatest seniority.
- b. The Board shall notify the Association prior to the issuance of any layoff notice.
- c. The Board shall provide notice of layoff to affected personnel at least sixty (60) days prior to the effective date of the layoff.

9.6 Teacher Rights During Layoff

- a. Laid-off teachers shall receive the fringe benefits provided by this Agreement for that portion of a contract year which is proportionate to the number of days worked during the school year (number of days worked divided by 184; 188 for first year teachers and 182; 186 for first year teachers in 2005-2006.)

- b. All teachers on lay-off may continue their insurance coverage by paying the normal monthly premium, in advance each month, for a period up to eighteen (18) months from the date that Board-paid benefits cease, contingent upon approval of the insurance carriers.
- c. Teachers on layoff shall automatically remain on the seniority list for a period of time equal to the number of years they have been employed as a teacher in the District. After that period, teachers may retain their position on the seniority list by sending a certified letter to the Board requesting reemployment on or before July 15 of each year requesting maintenance of recall rights. Failure to make timely such a request shall constitute a voluntary resignation.

9.7 Recall

- a. Teachers on layoff shall be recalled in accordance with their seniority to the first vacant position for which they are certified and qualified.
- b. Written notice of recall shall be sent to the individual teacher and the Association.
- c. Except as provided in 9.7 e. and 9.8 e., refusal to accept recall to a full-time position shall constitute a voluntary resignation.
- d. A teacher has thirty (30) days in which to respond to a written recall to a full-time position for the following school year which is given before July 15. A teacher shall have fourteen (14) days to respond to all other recalls to a teaching position. Failure to respond to a recall within the time limits indicated shall constitute a voluntary resignation.
- e. Teachers who refuse recall because they have commenced active full-time teaching under contract to another school system at the time notice of recall is given will not lose recall rights or seniority. If the position to which the teacher has refused recall exists during the succeeding school year, the teacher shall have the right to recall to that position, provided that he/she is the most senior eligible for such recall.
- f. Teachers on layoff shall be responsible for notifying the employer of any change in their address during the period of layoff.

9.8 Recall - Part-Time Positions

- a. Teachers who are laid off from full-time positions shall have the right to refuse recall to part-time positions. Such refusal will not remove such teachers from the seniority list. However, they will have no recall rights until another vacancy occurs for which they are certified and qualified and most senior.
- b. Teachers who are laid off from full-time positions and who accept recall to part-time positions shall retain their right to be assigned to a full-time position in accordance with their seniority rights when a vacancy thereafter occurs in a full-time position for which they are certified and qualified.
- c. Full-time tenure teachers not on layoff, who voluntarily choose a part-time position over a full-time position, have the right to return to a full-time position, in accordance with their seniority, certification and qualification, at the beginning of the following school year only. Election to return to such a full-time position must be made in writing by April 1. All other teachers who have voluntarily chosen part-time positions may apply for a full-time position, when a vacancy occurs for which they are certified and qualified, provided that there are no certified and qualified teachers on layoff.
- d. Tenure teachers who are laid off from voluntarily chosen part-time positions retain recall rights only to part-time employment proportionately equal to their previous position and for which they are certified and qualified, and in accordance with their seniority.
- e. A teacher may refuse to accept recall, after the commencement of the school year, to a full-time position if it is anticipated that position will exist only for the balance of the school year. Such refusal shall not remove the teacher from the seniority list. If the position to which the teacher has refused recall exists during the succeeding school year, the teacher shall have the right to recall to that position, provided that he/she is the most senior teacher eligible for the position.

9.9 Vacancies - Posting

- a. When a vacancy occurs for which there are no certified and qualified tenure teachers on layoff, the vacancy will be posted.
- b. When such vacancies occur and the Board intends to fill the position with a candidate newly hired from outside the District, the Board agrees to send the Kent County Education Association notice of the posted vacancy, provided it designates a person and address to receive such notice.

9.10 A copy of the provisions of this Article shall accompany any notice of layoff issued to a teacher.

ARTICLE X
LEAVE PAY

- 10.1.1.a. At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year-to-year with a 160 day limit for 2010-11 and beyond. The leave days may be used by a bargaining unit member for the following reasons:
1. Personal illness or disability
 2. Illness of the bargaining unit member's children, foster children or stepchildren. (Maximum of ten (10) days per year.)
 3. Illness of the bargaining unit member's parent or spouse. (Maximum of five (5) days per year.)
- 10.1.1.b. Any of the ten (10) annual sick leave days, which are not used, may be carried over to the next year and accumulated to a total not to exceed one hundred sixty (160) for 2010-11 and beyond.
- 10.1.1.c. The Board shall provide, without cost, to each eligible bargaining unit member, MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 70% of the employee's salary to a maximum of \$5,500 per month and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave or 2) expiration of sixty (60) calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive and for the same condition.)
- 10.1.1.d. For each teacher who has accrued leave prior to September 1, 1982, this leave shall be added to their new accrued sick leave. Each teacher's personal accumulated leave days escrow balance remaining at the end of the 1973-74 school year, shall be added to the new accrued sick leave.
- 10.1.1.e. Absence from duty, not accumulative and not chargeable to the above ten (10) sick leave days shall be granted for the following reasons without deduction from salary:
- | | |
|--|--|
| Each Death in Immediate Family | 5 days |
| Serious Illness or Injury in Immediate Family
(See 10.1.2. for special circumstances) | 2 days/year |
| Each Funeral
(depending on distance) | ½ or 1 Day
(Maximum of 2 days/year) |
1. Immediate Family is defined as spouse, parents, grandparents, father-in-law, mother-in-law, child, stepchild, sister, brother, grandchild, or significant others approved by the Superintendent or his/her designated representative.
 2. Serious Illness or Injury in Immediate Family is defined as dangerous and would pre-suppose a doctor's attendance.

10.1.1.f.

A sick leave bank is established hereunder consisting of a total of two (2) days per bargaining unit member of which one (1) day shall be contributed by each bargaining unit member and one (1) day shall be contributed by the Board. Days shall be credited at the beginning of each school year. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year. The Board's contribution shall be required in subsequent years when the individual bargaining unit member's contribution, when added to the previous year's accumulation, will not yield at the beginning of the school year a total bank equal to the required two (2) days per bargaining unit member ratio.

In the event the sick leave bank were depleted of all days during one fiscal year, individual bargaining unit members may contribute up to two (2) additional days to the bank.

Upon depletion of his/her personal sick leave days, a bargaining unit member may make application to the Joint Employer-Association Committee, to utilize sick leave bank days. The committee shall be made up of two bargaining unit members selected by the Association and the Superintendent, or his/her designated representative. Utilization of the sick leave bank shall be for the same purposes as personal sick leave found in Article X so long as the following conditions are met:

1. The employee must have a doctor's statement stating the employee was unable to work when the absence was for two (2) or more consecutive days.
2. The committee may require a doctor's statement stating the employee was unable to work for an absence of one day.
3. There are days remaining in the bank during any fiscal school year.
4. The committee has approved the application.
5. The employee may withdraw from the bank 70% of a day for 70% of their daily salary for each day of absence.
6. The first three (3) workdays of an absence that qualify for use of personal sick leave shall be considered a "waiting period" during which the employee shall not be eligible to utilize the sick leave bank.
7. Utilization of the sick leave bank is limited for employees during their probationary period as follows:

<u>Year of Probation For Employee</u>	<u>Maximum Number of Days from the Sick Leave Bank that can be utilized by Probationary Employee</u>
1	3
2	6
3	9
4	12

8. Any teacher utilizing more than thirty (30) sick leave bank days during their career, shall be expected to pay those in excess of 30 days back to the sick leave bank at the rate of three days per year after they have accumulated 10 days as of the end of the school year.
9. Sick bank days shall not be used for the illness of members' parents.
10. Sick bank days shall be allowed for the serious illness of members' children and spouses (beyond the maximums in 10.1.1.a.) by application to the sick bank committee for approval. Sick bank days are not allowed for usual childhood illnesses of members' children beyond the maximum of ten (10) per year.

10.1.2 Teacher wishing special consideration for absence not allowed herein may file a written request with the Superintendent for Board consideration of their special cases.

10.1.3 For absences not covered above or in 10.1.5, a daily salary rate, to be determined in the following manner, shall be deducted for each day of absence. Fractional day or hour absences will be deducted on a pro-rata basis.

Contracted Annual Teaching Salary = Daily Rate
Teacher Duty Contract Days

10.1.4 Absences required by pregnancy or normal childbirth shall be treated in accordance with the sick leave provisions of this Agreement.

10.1.5 Personal Leave

a. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days to be used for personal business without loss of salary. A Personal Leave Day (PLD) may be used for any purpose at the discretion of the bargaining unit member except that such days shall not be used for the purpose of extending a holiday or vacation period, to render employment to others, to engage in union or Association activities, or to engage in activities in the Grand Rapids metropolitan area which may have a negative impact on the school district. The current practice of verifying the need for the use of a personal day before or after a holiday or vacation period shall continue.

A bargaining unit member planning to use a Personal Leave Day shall notify his/her principal at least five (5) days in advance, except in cases of emergency, by completing the Notification/Request for Leave Form. The use of Personal Leave days may be restricted by a lack of availability of substitutes. Use of back-to-back Personal Days is permissible if approved in advance by the employee's immediate supervisor.

b. One Personal Leave Day (PLD) may be carried over to the next school year for use by the teacher as long as it is used by April 30. A PLD that has been carried over and is not used by April 30 will be terminated.

c. Such leave shall not be used for any of the allowable leave from duty purposes or reasons cited in 10.1.1, or for any educational workshops or conferences, classroom or school visitations, or other such school district related business allowable at the discretion and judgment of the School District.

d. The Association agrees that the abuse of personal leave as herein stated is not only contrary to professional behavior, but may also subject the teacher to any or all the following:

1. A verbal or written reprimand; if written, a copy of the letter will be sent to the local Association and placed in the teacher's employee file.
2. A deduction from the regular paycheck, the amount equal to the prorated daily pay for the time missed.
3. Disciplinary action up to and including discharge in the case of repeated misuse of personal leave.

10.1.6 Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Worker's Compensation Law and the leave from duty benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his/her salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated leave from duty days.

10.1.7 Jury Duty

Any bargaining unit member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter that came about because of the teacher's capacity with Grandville Public Schools (in which the school is not an adverse party) shall be paid his/her full salary for such time, if at least a one (1) day notice is provided the Board. The teacher will remit to the school any money paid for his/her jury service (excluding mileage).

10.1.8 The stated benefits in Article X, except 10.1.5.a, shall be applicable for teachers performing services under schedules B and C under the following conditions:

- a. The employee must be a member of the bargaining unit as defined under Article I, Recognition.

- b. The employee's compensation for regular teaching and related services must comply with Article IV, Professional Compensation, Section 4.2.
- c. Those bargaining unit members hired to fill vacancies in summer activities as expressed under Article VIII, Vacancies and Promotions, Section 8.1 as set forth in Schedules B and C are eligible.
- d. Persons failing to meet the above criteria are not eligible to receive the use of leave days or other rights and benefits under Article X.
- e. Work schedules for all summer hourly employees will be prepared and filed with the appropriate building principal or administrator at least one week in advance of the activity.

ARTICLE XI
LEAVES OF ABSENCE

11.1 Any tenure teacher whose personal illness extends beyond six (6) weeks shall be granted a leave of absence without pay for such time as is necessary for adequate recovery from such illness up to the balance of that school year. Such leave may be renewed, if necessary, for complete recovery from such illness, for a period not to exceed one (1) school year. It is understood that such teacher will continue to receive sick leave and/or LTD benefits in accordance with Article X. If the employee is eligible for a leave under the FMLA and total absence is more than sixty (60) school days, insurance benefits will be discontinued at the end of the teacher's total accumulated leave days or sixty (60) school days, whichever is greater. If the employee is not eligible for FMLA leave, and the total absence is for fifty (50) school days or more, insurance benefits will be discontinued at the end of the teachers total accumulated leave days or fifty (50) school days, whichever is greater. The teachers will be allowed to continue their insurance policies (such as health, life, and dental) during this leave of absence provided they reimburse the school district for the entire monthly cost of such policy in advance, and provided this is allowed by the insurance carrier. In the event the insurance carrier will not allow the teacher to continue in the group for the entire leave, the teacher will be allowed as long a period as possible as authorized by the insurance carrier.

If such absence is for a period of time which is less than one (1) semester and does not extend into the next school year, the Board shall return such teacher to the same position or an equivalent or comparable position, or any other position mutually agreed to by the teacher and the Administration.

If such absence is for a period of time of one (1) semester or more during a given school year, it is understood that upon written notice by July 1 of that year such tenure teacher will be returned to a teaching position at the beginning of the ensuing school year in accordance with Section 11.6. If such an absence extends into the next school year, it is understood that upon written notice of thirty (30) days or more, such tenure teacher will be returned to a teaching position no later than the beginning of the second semester in accordance with Section 11.6. The Board may require a doctor's certificate and/or other evidence of illness or injury to substantiate the request for leave and/or fitness to return from such leave. Credit for a full step advance shall be given only if the absence is for less than sixty (60) school days or the teacher's accumulated leave, or if it is the result of a compensable injury. Expenses involved in obtaining evidence will be the responsibility of the employee.

Any layoff of a teacher necessitated by the return of a tenure teacher in accordance with this section shall be accomplished by following the layoff procedure in 9.2, 9.3, and 9.4.

11.1.1 Family and Medical Leave Act

The leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take up to twelve (12) weeks of unpaid leave in accordance with the Act, and its regulations, for the birth, adoption or foster care of a child, or for serious medical conditions affecting themselves or their immediate family (spouse, child, or parent), as defined in the Act. All such leave shall run concurrently with, and not in addition to, any other applicable leave granted in this Agreement.

11.1.2 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- a. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility.
- b. any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

- c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

11.1.3 To be eligible for FMLA benefits, an employee must have worked for the employer for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months.

11.1.4 Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

11.1.5 A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

11.1.6 Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

11.1.7 Employees seeking to use FMLA leave may be required to provide a 30-day advance notice of the need to take FMLA leave when the need is foreseeable, and medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

11.1.8 Additional provisions within the Act may apply.

11.2 Maternity Leave - Child Care Leave

11.2.1 Election of Type of Leave

All leave provisions under this article shall minimally be consistent with the provisions of the Family and Medical Leave Act (FMLA) outlined in Article 11 of this Agreement. Any affected employee shall give make an election of options at least a sixty (60) days in advance of the first day of absence, if possible. The affected employee shall have the option of:

- 1) use of paid sick for the period in which the employee is physically unable to work due to the disabling condition, and return to active employment at the send of such period; or
- 2) use of paid sick leave for the period in which the employee is physically unable to work due to the disabling condition, and use of unpaid leave for child care for the remainder of the 12-week FMLA leave; or
- 3) if the affected employee has tenure and at least three (3) years of service in the district, use of paid sick leave for the period in which the employee is physically unable to work due to the disabling condition, and use of unpaid child care leave under Section 11.2.3 for the remainder of the leave.

It is understood that any unpaid leave under this section that exceeds the twelve (12) week FMLA limit will result in a pro-rated step placement on the salary schedule upon return to work.

11.2.2 Paid Sick Leave

- a. If the teacher elects to use paid sick leave, the expected departure and return dates shall be tentatively established in advance by agreement between the teacher and the principal. Such dates may, however, be adjusted later to the extent necessary to accommodate unanticipated changes in ability to work due to a disabling health condition. The Board may require a doctor's certificate and/or other satisfactory evidence of fitness to continue and/or return to work.
- b. As soon as reasonably possible and/or practical, the teacher shall provide the Human Resources Office with a statement from the physician specifying the date the teacher is able to resume full employment in their position without danger to the teacher's health and without impairment of the teacher's ability to perform employment duties.

- c. The Board reserves the right (after its physician has consulted with the teacher's physician and so recommends), at its option and expense, to have the teacher examined by a physician mutually agreed upon by the teacher and the Board with respect to establishing the proper beginning and/or ending date of the leave (or, if the Board and the teacher cannot agree, a physician mutually agreed upon by the Board's physician and the teacher's physician).

The teacher shall be available for such examination and will cooperate in furnishing the necessary information in connection therewith.

- d. It is agreed that the failure of any teacher to comply with any of the foregoing requirements (unless due to circumstances beyond control) shall be just cause for progressive discipline up to the termination of employment. Additionally, if the teacher does not return to work when physically able to do so without being approved for an extension of leave, the teacher will be deemed to have terminated employment with the district. Otherwise, if the total absence is for less than sixty (60) school days or total accumulated sick leave days, whichever is greater, credit will be given for a full step advance and hospitalization and life insurance benefits will be continued.
- e. If the total absence is for more than sixty (60) school days or the total accumulated sick leave days, whichever is greater, hospitalization and life insurance benefits will be discontinued. A teacher's probationary period will be extended for the length of the leave period.
- f. If such absence is for a period of less than six (6) weeks, she shall be returned to her former position. If such absence is for a period of time which is more than six (6) weeks but less than one (1) semester and does not extend into the next school year, the Board shall return such teacher to the same position or an equivalent or comparable position, or any other position mutually agreed to by the teacher and the Administration.
- g. If such absence is for a period of time of one (1) semester or more during a given school year, it is understood that upon written notice by July 1 of that year such tenure teacher will be returned to a teaching position at the beginning of the ensuing school year in accordance with Section 11.6. If such an absence extends into the next school year, it is understood that upon written notice of thirty (30) days or more, such tenure teacher will be returned to a teaching position no later than the beginning of the second semester in accordance with Section 11.6.

11.2.3 Child Care Leave (See also Section 11.1.1)

- a. If a teacher elects to take an unpaid Child Care Leave, such leave shall begin at the time the teacher recovers from disability leave under section 10.1.4. A teacher will also be granted an unpaid Child Care Leave for the purpose of caring for his/her adopted or biological pre-school age child. Such leave shall begin at a date mutually agreed upon by the teacher and the principal or the Superintendent or his/her designee.
- b. The use of paid sick leave after the established beginning date of child care leave will not be allowed. If a teacher becomes unable to work because of illness, prior to the established date of the unpaid child care leave, such leave may be used until recovery from such illness.
- c. The Child Care Leave shall be for a maximum period of three (3) full semesters plus the balance of the semester in which the teacher began such leave, at which time the teacher shall be entitled to return in accordance with Section 11.6, provided that notice of desire to return is given by the April 1 preceding the date of desired return.
- d. Upon return from a Child Care Leave, a teacher must be re-employed and teach for the Grandville Public Schools for at least one (1) consecutive calendar year before again becoming eligible for such a leave.

11.2.4 Adoptive leave will be granted in accordance with the requirements regarding Child Care Leave under Section 11.2.3 above, where applicable. It shall be the duty and responsibility of the employee to give at least one (1) month notice prior to such leave.

Employees that have arranged and been notified that adoption of a child has been secured, may use up to ten (10) days paid sick leave, provided they have accumulated sick leave. It is implied that a leave for adoption should be one parent only and the employee shall provide the

Superintendent or his/her designee, with proper documentation from the appropriate authorities, When possible, at least size (6) weeks notice should be give in writing of the intent to take an adoption leave and submitted to the Superintendent or his designee.

- 11.2.5 A teacher on Child Care Leave under Section 11.2.3 above will continue her health insurance policy for a period of one (1) year provided the teacher reimburses the School District for the entire cost of such policy on a monthly basis, and provided this is allowed by the insurance carrier. In the event the insurance carrier will not allow the teacher to continue in the group plan for the entire year, the teacher will be allowed as long a period as possible as authorized by the insurance carrier.

11.3 If a teacher is absent from work because of scarlet fever or chicken pox, reasonably shown to be attributable to a source in the school, such teacher shall be allowed up to five (5) days to recover from such illness without loss of pay or deduction from accumulated sick leave.

The Board will provide shots for mumps and measles immunization to any teacher, if desired.

11.4 A one-year leave of absence without pay may be granted to tenure teachers with three (3) or more years service in this system, and not unreasonably withheld, upon application prior to April 1 (provided the Superintendent will have been notified of possible request for leave when first positive preliminary steps have been taken) for the following purposes:

1. Study related to the teacher's present or future certification field.
2. Study or research, resulting in university credit, involving probable advantage to the school system or special teaching assignment involving probable advantage to the school system.

If the leave is granted because of a special teaching assignment under sub-section 2. above, the regular salary increment occurring during such period shall be allowed.

A teacher on leave shall be advised by the Superintendent of job conditions prior to April 1 and shall accept or reject a contract by May 1. On return, the teacher shall be restored to his/her former position, or a substantially equal position.

11.5 Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States and credit for up to two (2) steps, or more if law requires, on schedule shall be granted. The teacher should keep the Board informed as to his/her availability and current address.

11.6 All long-term leaves are made from the school system and not from a specific position therein; however, the teacher will be restored to his former position or a comparable or equivalent position. However, there is no guarantee that any teacher can be returned to a specific building, grade level, subject area, or special assignment at the conclusion of period of absence of one (1) semester or more in length.

11.7 The Board shall have the prerogative to extend leaves or to grant leaves for reasons not covered in the Master Agreement upon request of the teacher when such leaves would be in the interest of the school system. The Board will consider the teacher's attendance history when determining whether the request will be approved.

11.8 Unless otherwise expressly noted, any benefits provided under this Agreement (including seniority) shall not be continued and/or not accrue to persons on leave. Benefits shall be set aside and frozen during such leave and shall be reinstated upon the return of the teacher. If the reasons for the leave are misrepresented or if the leave is not used for its intended purpose (unless due to conditions beyond the control of the recipient) the leave shall be considered null and void.

11.9 Teachers may use up to two (2) days per year, nonaccumulative and without compensation, for such purposes as vacation, travel, recreation, and/or other similar types of reasons or activities. However, request for additional time off will not be granted and the School District will pursue disciplinary means to discourage, reduce, and/or eliminate unauthorized absences. Such days must be arranged for in advance with the building principal. No more than 5% of the classroom teachers will be scheduled for such absences unless adequate arrangements for substitute teachers can be made.

11.10 When the Board has issued notices of layoff to become effective in any given school year, the Board shall grant all tenured teacher requests for voluntary leaves of absence for that year provided that such requests are received at least thirty (30) days prior to the commencement of the school year in which the leave is to begin and that

such leave will result in the employment of a teacher on layoff or in receipt of a notice of layoff. Return from such voluntary leaves shall be according to the provision of Section 11.6 of this Article.

ARTICLE XII

SABBATICAL LEAVES

12.1 Sabbatical leaves of absence may be granted by the Board in accordance with the provisions of this Article. If a teacher who meets the provisions below believes he has been unreasonably denied a sabbatical leave, he/she may then follow the professional grievance procedures outlined in Article XVII.

12.2 Qualifications

1. The applicant has been employed in the Grandville School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, or maternity leave, shall not be deemed a break in continuity of service required by this section.

2. The applicant has not been granted a sabbatical leave of absence from the Grandville School District during the seven (7) consecutive years of service immediately preceding current application.

3. The applicant signs an agreement on terms satisfactory to the Board and the Association guaranteeing to return to service with the Grandville School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years or to refund any compensation received from the Grandville School District while on sabbatical leave except as the Board shall, by special action waive such obligation.

12.3 Application

1. Applications shall be filed with the Superintendent by February 15 for leave beginning the following September.

2. An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university, or technical school related to teacher's present teaching field and, also, why such leave would be of benefit and advantage to the school district. The Board shall have the prerogative to grant a sabbatical leave of absence for reasons not covered above, upon the request of a teacher, when such leave would be in the best interest of the school district.

3. A sabbatical leave shall be granted for a period of one (1) school year.

12.4 Salary Protection

1. A teacher on sabbatical leave will be paid one-half of the BA base salary, and the Board will pay one-half the cost of his/her fringe benefits.

2. A teacher granted such leave shall advance on the salary schedule the same number of steps he/she would have advanced had he been on the staff in the District.

12.5 Status While on Sabbatical Leave

1. A teacher shall be entitled to participate in the existing insurance program which is provided by the Board. However, it shall be the employee's responsibility to make sure that he/she reimburses the school district each month, in advance, for one-half of the monthly cost of such policy.

2. A teacher shall be responsible for notifying the payroll department of the District as to the place to which his/her checks should be addressed during his period of sabbatical leave.

3. A teacher on sabbatical leave is considered in the employ of the Board of Education during said leave and has a contract with the Board for the duration of the leave.

12.6 Status Upon Return From Sabbatical Leave

A teacher, upon return from a sabbatical leave, shall be restored to his/her former position, if possible, or to a position of like nature and shall be credited with his/her length of service and any other previously accrued employment benefits.

ARTICLE XIII
INSURANCE PROTECTION

13.1 Effective January 1, 1994, the Board will provide to the bargaining unit member and his/her entire family or any other eligible dependant as defined by MESSA a comprehensive health, dental, long-term disability, vision and life insurance program under MESSA-PAK summarized below. The bargaining unit member will contribute \$65 towards the cost of the MESSA-PAK A containing MESSA Choices II as the health insurance option OR ten percent (10%) towards the cost of MESSA-PAK B through the period ending August 31, 2011. Part-time bargaining unit members will have their contribution pro-rated.

The bargaining unit member may select either MESSA-PAK A insurance option (MESSA Super Care I Revised or MESSA Choices II), but selection of the MESSA-PAK A with the existing SUPER CARE I health option, shall result in the member paying the cost difference between the straight rates of the Super Care I Plan and the MESSA Choices II Plan for the employee's coverage level (single, 2-person, or full family).

Beginning in the 2008-09 school year, the parties agree to move to the MESSA \$10 prescription drug plan. In the 2010-11 school year staff shall be responsible for the first \$525 out of pocket prescription drug expenditures each school year. Once the aforementioned deductible is met, the staff member shall provide copies of receipts (names of drug shall be retracted for privacy reasons) establishing all of their out of pocket expenditures. The Reimbursements shall occur quarterly on the following schedule:

Receipts submitted by:	Reimbursement paid by:
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The district shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year, for prescription drug deductible purposes, shall be September 1 through August 30. The district maximum payout for both the GEA and GESPA groups is \$100,000.00 per school year.

A committee will be convened to study future health insurance options. Four members appointed by GEA/GESPA and four members appointed by the administration.

13.1.a. Option Group

The MESSA-PAK plan provides an option group plan (Plan B) and will include all employees who select Plan B, who are not receiving health care protection under the terms and conditions of this Master Agreement.

In addition, the Board will provide to each employee who elects not to receive the health, insurance protection under Plan A, an amount equal to 85% (eighty-five percent) of the single subscriber premium for MESSA Super Care I toward the cost of existing insurance, annuities and/or MESSA's nontaxable fixed or variable options.

13.1.b. MESSA-PAK

PLAN A - For employees needing health insurance – MESSA Choices II

Health	MESSA Choices II
Long-term Disability	70% \$5,500 maximum, 60 calendar days – modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA
Delta Dental	100/70 (Class I and II at \$1,500) no ortho
Negotiated Life	\$35,000 AD&D
Vision	VSP-3

PLAN B - For employees not needing health insurance

Delta Dental	100/70 (Class I and II at \$1,500) no ortho
Vision	VSP-3
Negotiated Life	\$35,000 AD&D
Long-term Disability	70%, \$5,500 maximum, 60 calendar days - modified fill, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness, COLA

13.2 The Board will provide a self-insured orthodontic program for dependent children under the following guidelines:

1. Definitions

Orthodontic Procedure: Movement of teeth by means of active appliances to correct the position of maloccluded or malpositioned teeth.

Orthodontic Treatment Plan: A Dentist's report, on a form satisfactory to the District, which (1) provides a classification of the malocclusion or malposition, (2) recommends and describes necessary treatment by orthodontic procedures, (3) estimates the duration over which treatment will be completed, (4) estimates the total charge for such treatment and (5) is accompanied by cephalometric x-rays, study models and such other supporting evidence as the District may reasonably require.

Covered Dependent: A son or daughter, under the age of 19, where the sponsoring employee contributes to more than one-half of the cost of support of the child.

Eligible Sponsoring Employee: An employee of the Grandville Public Schools who is represented by the Kent County Education Association and covered by the Master Agreement relating to teachers.

2. Eligible Charges

These are the charges actually made to the Employee for services and supplies furnished a Covered Dependent in connection with an orthodontic procedure, subject to any limitations below or exclusions under Section D (Charges Not Covered).

The total eligible charges scheduled to be made in accordance with an Orthodontic Treatment Plan shall be considered to be made in equal quarterly installments over a period of time equal to the estimated duration of the Orthodontic Treatment Plan. The first installment shall be made at the end of the 3-month period following initial placement of orthodontic appliances and subsequent installments shall be made at the end of each three-month period thereafter.

Charges are eligible only to the extent that they are made in connection with an orthodontic procedure which is required by one or more of the following conditions:

- (a) overbite or overjet of at least four millimeters,
- (b) maxillary (upper) and mandibular (lower) arches in either protrusive or retrusive relation of at least one cusp, and
- (c) cross-bite

3. Benefits

Payable for: The eligible charges incurred in connection with an orthodontic procedure performed on an Eligible Dependent.

Conditions for Benefit: The charges are incurred during a three-month period, referred to in Section B. (Eligible Charges), which commences while the person is an Eligible Sponsoring Employee and after September 1, 1987.

Amount Payable: Fifty (50%) percent of the cost of Eligible Charges not to exceed \$1,000 per calendar year and a lifetime maximum of \$2,000 for the duration of the contract per eligible covered dependent. Calendar year is defined as the period from January 1, of any one year to December 31, of the same year, date inclusive.

4. Charges Not Covered

(a) Any charges for an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a covered Dependent or before September 1, 1987. Except that charges for office calls after September 1, 1987, for monitoring progress, making adjustments of appliances, changes in appliances, removal of appliances and/or check-ups to insure corrective procedures are maintained shall be covered.

(b) Any charges for services performed by:

- (1) an agency of the U.S. Government unless payment is legally required.

- (2) a non-dentist, unless such service is performed by a licensed dental hygienist under the supervision of a dentist or is for an x-ray ordered by a dentist.
 - (3) a dentist who resides in the same household with the employee or who is a member of the employee's immediate family (i.e., children or spouse) where charges are normally not made.
- (c) Any charges for procedures or appliances which are for strictly cosmetic reasons or for work deemed not necessary by the attending dentist.
 - (d) Any charges covered by Workman's Compensation.
 - (e) Any charges for lost or stolen appliances.
5. Coordination of Benefits
When the employee's eligible dependent is covered by other insurance, the employee shall not receive benefits and/or reimbursement for orthodontic expenses in excess of 100 percent of the total cost.

13.3 The Board will continue to make deductions for tax-free annuities from the salaries of teachers who authorize it, providing the insurance company involved has furnished proof to the Business Office that it is properly licensed and approved by the State and that it conforms to the current IRS regulations relative to tax-sheltered annuities.

13.4 All teachers shall submit to the Superintendent, by October 14, evidence that they are covered by \$100,000 personal liability insurance covering their teaching responsibilities.

Membership in the Association will be one proof of having met such responsibility.

13.5 Teachers working less than full time will pay a pro-rata share of the Board's PAK costs in the ratio which their work load bears to a full work load for that position.

ARTICLE XIV TEACHER EVALUATION

14.1 All formal monitoring or observation of the work performance of the teacher shall be conducted openly and with full knowledge of the teacher. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. Tenure teachers shall be observed for the purpose of evaluation at least once every two (2) years, except that the Administration, at its option, may extend this period to three (3) years, for tenure teachers with at least ten (10) years of service in the District, whose previous two (2) evaluation were satisfactory or above. A personal interview shall be held with the probationary teacher to review his job performance at least three (3) times during the school year. Such interviews will be at approximately the early, middle, and last part of the school year with the final interview held on or before the last part of April. A personal interview shall be held with each tenure teacher at least once every two (2) years to review his job performance.

Such reviews will be in writing with a copy to be furnished to the teacher involved. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

14.2 Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of a teacher's job performance shall be based on at least thirty (30) accumulated minutes of classroom observation.

14.3 Each teacher shall have the right upon request to review the contents of his own personal tenure evaluation file which is made by the Administration.

14.4 A committee shall be formed, comprised of three (3) teachers and three (3) administrators, for the purpose of looking at the current evaluation process and tool. The GEA shall appoint its own members of the committee. Recommendations necessary to comply with Race To The Top legislation will be brought back to the GEA Negotiations Team and the Administration by September, 2010 for consideration and approval prior to implementation.

ARTICLE XV

PROTECTION OF TEACHERS

15.1 The Board recognizes that it and its Administrative Staff must give needed support to its teachers in order that they can maintain the classroom control and discipline which is necessary for effective teaching and will continue to do so.

15.2 Any case of assault by a student on a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and the Board will cooperate with the teacher, law enforcement and judicial authorities in taking steps to remedy the matter.

15.3 Time necessarily lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher when the action of the teacher is upheld.

15.4 The Board will reimburse teachers for any loss, damage, or destruction of the teacher's clothing or personal property not covered by insurance caused by a student while teacher is on duty. Such reimbursement shall be limited to \$700 per occurrence.

15.5 Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention before any action thereon is taken by the School against the teacher.

15.6 While teachers are expected to exercise reasonable care with respect to the safety of pupils and property, they shall not be individually liable for damage to school property.

ARTICLE XVI NEGOTIATION PROCEDURES

16.1 It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. It is, however, understood that no change in the Agreement may be required with respect to matters specifically covered herein or with respect to essentially economic matters without the mutual consent of both parties. It is further understood that if the Association feels an excessive number of staff meetings are being held, the matter shall be discussed with the Board's Personnel Committee to be resolved by mutual agreement.

16.2 Upon written notice given between February 1 and June 1, 2010, this Agreement may be renegotiated for future years.

16.3 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other, and each may select its representatives from within or without the School District. No final agreement on any new or successor contract shall be executed without ratification by the Board and the Association in accordance with their respective rules. The parties, however, agree that their representatives will have power to make and consider proposals and to make concessions in the course of bargaining, subject only to such ultimate ratification.

ARTICLE XVII PROFESSIONAL GRIEVANCE PROCEDURE

17.1 A grievance is a claim based upon a belief by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement, any law relating to wages, hours or conditions of employment (except a statute specifically establishing a procedure for redress), or rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment.

17.2 A grievance may be filed by an employee who has been aggrieved or by the Association on behalf of a teacher or group of teachers. In the event the involved employee does not wish to pursue the matter, the Association will not proceed with the grievance. This desire on the teacher's part to drop the grievance shall in no way be construed as a precedent in future cases that the Association may pursue.

17.3 All such grievances shall be initiated within the time set out in the Article.

17.4 The Association may file a grievance with the Chief Administrative Officer when rights given to it by Article XXI have been violated. The Kent County Education Association designates the Grandville Education President or his/her designated representative as the local agent responsible for processing grievances.

17.5 Procedure

17.5.1 The Building Conflict Resolution Team and/or the grievant shall discuss such matter with the principal of the building involved within fifteen (15) days (not including Saturdays, Sundays, and legal holidays) after the event occurs.

17.5.2 In the event such discussion does not resolve the matter satisfactorily, the grievant involved or Association may within fifteen (15) days (not including Saturdays, Sundays, and legal holidays) thereafter, file a written grievance with the Assistant Superintendent for Human Resources or his/her designated representative.

17.5.3 Within fifteen (15) days (not including Saturdays, Sundays, or legal holidays) after receipt of the written grievance, a meeting shall be held in an effort to resolve the grievance with the grievant or, if more than one teacher is so involved, (if the teachers and Association so desire) with a representative of the Association acting on behalf of such teachers who have filed grievances. Such meeting shall be held with the Assistant Superintendent for Human Resources.

17.5.4 The Assistant Superintendent for Human Resources or his/her designated representative will make a final decision within fifteen (15) days of the meeting submitting to the Association his/her reasons for approval or disapproval in writing.

17.5.5 If such decision is not satisfactory, the grievance may be submitted by the grievant involved or Association may within fifteen (15) days (not including Saturdays, Sundays, and legal holidays) thereafter, appeal the grievance to the Superintendent.

17.5.6 Within fifteen (15) days (not including Saturdays, Sundays, or legal holidays) after receipt of the written grievance, a meeting shall be held in an effort to resolve the grievance with the grievant or, if more than one teacher is so involved, (if the teachers and Association so desire) with a representative of the Association acting on behalf of such teachers who have filed grievances. Such meeting shall be held with the Superintendent.

17.5.7 The Superintendent will make a final decision within fifteen (15) days of the meeting submitting to the Association his/her reasons for approval or disapproval in writing.

17.5.8 If such decision is not satisfactory, the grievance may be submitted by the Association to arbitration through American Arbitration Association by written notice given within fifteen (15) days (not including Saturdays, Sundays, or legal holidays) after receipt of the decision.

17.6 Grievances involving the following are not arbitrable:

- a. the substance of an evaluation,
- b. questions of law,
- c. the termination of or denial of tenure to or the failure to re-employ a probationary teacher,
- d. the failure to make or renew any extra-duty extracurricular assignment.

17.7 Grievances involving suspension without pay or the discharge of tenure teacher shall be arbitrable only on the following conditions:

- a. The teacher does not request a hearing before the Board pursuant to the Michigan Teacher Tenure Act, but rather, files with the Board a written election to submit the matter to final and binding arbitration rather than proceed with a tenure hearing or appeal the matter to the Teacher Tenure Commission;
- b. Such election of remedies is filed by the teacher within twenty (20) days after receiving notice of the Board action;
- c. No arbitration hearing shall be held until after the teacher's time for invoking his rights under the Teacher Tenure Act has expired without such rights being invoked;
- d. This procedure is not in any way intended to be a waiver of the teacher's rights under the Teacher Tenure Act. It is only intended to give a teacher an opportunity to elect an alternate, but not an additional, method to contest certain Board actions. Consequently, if at any time a teacher elects to exercise any of his rights under the Teacher Tenure Act, grounds for his grievance and the jurisdiction of an arbitrator to hear and decide the grievance shall no longer exist.

17.8 An impartial arbitrator shall be promptly selected by the parties through the American Arbitration Association to decide the matter. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he shall have no power to alter, add or to subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

17.9 By mutual agreement of the Board and the Association, the grievance may be submitted to expedited arbitration.

17.10 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association; however, each party shall be responsible for the expenses of any witnesses (including teachers or administrators) it might call or any of its own participants.

17.11 No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

17.12 If any tenure teacher shall be found to have been unjustly discharged, the arbitrator will have authority to reinstate him/her with full reimbursement for all compensation lost.

ARTICLE XVIII **BOARD AND ADMINISTRATION RIGHTS**

18.1 It is recognized that Michigan Law makes the Board legally responsible for the operation of the Grandville School System in all respects. In meeting such responsibilities the Board acts through its Administrative Staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members, and the establishment and revision of rules pertaining to the work and conduct of staff members. Michigan Law gives the Board authority necessary to discharge all of its responsibilities. The Board and Administrative Staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the expressed terms of this Agreement.

18.2 Consistent with the declared purpose of providing a quality education for the children of Grandville Public Schools, the Board and the Association agree that every effort will be made to minimize the interruption of the continuous, normal educational program.

ARTICLE XIX **NO INTERRUPTION OF EDUCATION**

19.1 Consistent with the declared purpose of providing a quality education for the children of Grandville, the Association and each teacher agree that during the life of this Agreement they will not encourage, cause or participate in any interruption or disturbance of the continuous, normal education of such children, and that any difference of opinion which may arise will not be permitted to affect in any way the continuous, normal educational process.

ARTICLE XX **MISCELLANEOUS PROVISIONS**

20.1 Teachers shall be informed of AESOP's telephone number to call or AESOP's web address to allow the teacher to go online to request a substitute as soon as their unavailability is known and in any event before 6:30 a.m. to report unavailability for work.

20.2 Every attempt will be made to provide a substitute teacher when a physical education, music, science lab or art teacher is absent in one of the elementary schools. An elementary teacher who is required to substitute in these special areas, or for any other teacher absent on official school business shall be paid for the actual time involved teaching as such a substitute according to the hourly rate specified in Schedule C, Teaching as a Substitute. The elementary teacher involved shall make a reasonable attempt to teach in these special areas during the regular scheduled time, if practical.

It is understood that any released time that may become available to a regular classroom teacher, when all of his/her students are under the supervision of a special teacher, will be devoted to such matters as preparing lesson plans, materials and projects, grading papers, meeting and/or conferences with administrators, special teachers, or parents, and other work relating to his teaching function. It is agreed such matters will be performed in a conscientious, professional manner.

20.3 Travel from the first building or job assignment of each day to the last building or job assignment of each day shall be compensated in accordance with the maximum allowed IRS rates unless use of school transportation is provided.

20.4 A permanent curriculum committee shall be established to study and propose revised or unified courses of study for any areas of learning in grades kindergarten through twelve.

The Board and the Association, recognizing the need for coordinated efforts to develop appropriate learner expectations for each grade level, to align curricula with the Michigan Curriculum Framework, and to be consistent with the District's vision, mission and organization goals hereby establish a district Curriculum Council.

The purpose of the Curriculum Council is to coordinate the efforts of content revision teams for all curricular areas. This committee will be composed of teacher representatives from the early elementary, later elementary, middle school, and senior high school levels and administrative representatives from the elementary, middle school, and senior high school levels. There will also be at least one representative from the central office staff. This committee, the Superintendent of Schools, or the Board of Education may appoint sub-committees as they deem necessary. Sub-committee findings and reports will be channeled through the above committee.

This committee will function as an advisory body to the Grandville Board of Education, and the Board will retain the legal responsibility to make decisions relative to the curriculum.

The chairman of the committee will be the Assistant Superintendent for Curriculum and Instruction.

20.5 The Board and the Association agree that site-based decision making is the vehicle for change. It is the joint planning and problem-solving process that will improve the quality education we seek in the name of school improvement. This should be a collaborative process through which all stake-holders identify strengths and weaknesses of school programs and use that information as a basis for making positive changes in observable and measurable student outcomes.

Site-based decision making can:

- Improve education effectiveness

- Empower school employees, parents and students

- Improve all stake-holders' involvement in the education process.

Committees will be established to facilitate and review the impact of change in the District and curriculum development. Participation on committees will be voluntary. Non-participation will not be a criterion used on teacher evaluations.

Any decisions reached by a committee shall not be in violation of the Board policy or the master contract unless mutually agreed to by the Board and the Association.

Decisions made by the individual committees shall be reviewed by the staff, parents, administration, Curriculum Council, or Board which may be affected by such decisions.

20.6 In addition to regular payroll deductions (taxes, FICA, and MIP), the following deductions will be provided when authorized by the teachers in accordance with payroll procedures established by the District: Scholarship Fund, Lake Michigan Credit Union, Health Insurance, Christmas Club, Annuities, United States Savings Bonds, 403b plans and 457 plans (list available from payroll office), tax deferred payment plan (TDP) for purchasing years in retirement service, Flex system section 125 Medical Expenses, Flex systems section 125 Dependent Care, association dues, health insurance, MEA-PAC, Savings bonds, Grandville Education Foundation, United Way, Mandatory deductions assigned by a Court of law (Friend of the Court, Chapter 13, Garnishments), and any bank or credit union participating with the Automated Clearing House (ACH), and Professional Dues.

20.7 The Board reserves the right to decide, annually, which department or areas shall have a chairman or co-chairman; however, in those departments or areas in which there are five or more full-time equated positions, a teacher shall be mutually selected by the Administration and teachers in the department to serve as the head of that department or area. When departments or areas include middle school and senior high levels, co-chairmen will be selected from each level if there are ten or more full-time equated positions in the department. All department heads will be reviewed annually.

For purposes of this Article, the following departments or areas shall exist for the duration of the Contract:

Social Studies	Special Education
Science	Media Center
English	Foreign Language
Math	Fine Arts
Practical Arts	Guidance
Business Education	

In the event financial reductions must be made, the Board may, as part of an overall program of budget cuts, determine not to have department heads for that year.

The duties of the department heads shall include, in addition to the special assignments by the Administration, the following:

1. Must serve on the permanent curriculum committee or else on an appropriate sub-committee and attend meetings regularly.
2. Must meet and confer with all teachers in his/her department at the beginning of the school year in order to set realistic and worthwhile educational goals for his/her department.
 - a. A list of such goals will be submitted in writing to the building principal for his/her approval prior to November 1. Additions, deletions, or adjustments may be made by the principal.
 - b. Periodically the department chairman shall review these goals with the teachers in his/her department and seek ways to insure that all teachers are striving toward these goals.
 - c. Meet regularly with the building principal to confer on departmental progress toward these goals.
 - d. Submit a written report to the principal at the end of the year denoting the attainment (or to what degree) of the goals set in the beginning of the year.
3. Furnish cooperation, continuity, and articulation among the middle and senior high levels (elementary, if applicable).
4. Furnish leadership and teaching example to other members of the department.
5. Furnish information and materials for improvement of the specific area.
6. Assist in the orientation of new teachers in the department.
7. Hold department meetings.
8. Confer with individual teachers on problems that affect their teaching.
9. Keep Administration informed on program and needs of department.
10. Cooperate with the Administration and staff in areas on experimentation, curriculum improvement, needed supplies and materials including new teaching aids and texts, and any other activities pertinent to and of help to the department.
11. Furnish publicity information regarding department to principals with recommendation for media of publication.

20.8 If a middle school or senior high teacher shall teach or substitute on written request of the principal, during his or her conference period as set forth in this Agreement, that teacher shall be compensated as per Salary Schedule C, Extracurricular Pay Non-Athletic.

20.9 This Agreement or any Agreement entered into by the parties covering the same year as the individual teacher contracts shall supersede any rules, regulations or practices of the Board or terms of any individual teacher's

contracts to the extent they are contrary to or inconsistent with its terms. All future individual teacher contracts shall be subject to the terms of the Agreement.

20.10 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, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

20.11 If a teacher submits their letter of retirement/resignation by March 15 informing the Board of their intent to retire/resign from the district at the end of the school year, that teacher will be eligible for a \$250 payment for informing the district in a timely and professional manner.

20.12 For the 2010-11 contract year, the parties agree to form local contract maintenance committees to review contract language issues, as well as those issues necessary to meet the educational reform initiatives included in the Race to The Top legislation. Any changes would be accomplished through mutually agreed upon letters of agreement.

20.13 For the 2010-11 contract year, the parties agree to work collaboratively on political strategies/actions and other revenue producing activities.

20.14 By January 30, 2011, the parties mutually agree to review all relevant factors to determine if an extension of the Collaborative Agreement will occur. All parties agree to sunset the Collaborative Agreement at the end of the 2010-11 school year. At that time current contract language will be restored unless a county-wide successor agreement is reached at the end of the agreement.

ARTICLE XXI **ASSOCIATION RIGHTS**

21.1 The Association shall have the right to use school buildings at all reasonable hours for meetings of teachers employed by the Board, provided advance arrangements are made with the Administration and provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms between the hours of 6:30 a.m. and 6:00 p.m.

21.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

21.3 The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be responsible for any damage which may be caused thereby.

21.4 The Association shall have the right to post notices of activities in matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. Each notice shall identify the sponsoring organization. The Association may use the District's teacher boxes for communication to teachers, provided it distributes the materials. A copy of each notice and each mass distribution shall be given to the Administration at the time of posting or distribution.

21.5 The Board agrees to furnish to the Association in response to reasonable request submitted in writing such public information as may be necessary for the Association to prepare proposals for bargaining, or which may be necessary for the Association to process any grievance or complaint.

21.6 The Board agrees not to negotiate with any teacher's organization other than the Association with respect to persons in the unit covered by this Agreement for the duration thereof.

21.7 A total of ten (10) days per school year shall be allowed the Association upon application for Association business such as attendance at MEA and NEA meetings, conferences, and conventions, in-service meetings and conferences for GEA officers, etc. It is understood, however, that such days shall not be used for organizing, encouraging or participating in activities such as demonstrations, picketing, the interruption or disturbance of the continuous normal education of children in other school districts, and/or to aid or abet any other school district on strike as defined under PA 336 (PERA). Application must be made to the Assistant Superintendent for Human Resources via the building principal. Advance notice of five (5) days or more shall be given to the building principal except in cases of emergency; in such case, the request shall be submitted to the principal as soon as possible. The School District will pay for the salary of the regular teacher, and the Association will pay for the salary of the substitute.

Any of the ten (10) annual days which are not used may be carried over to the next year and be added to the ten (10) days granted that year, provided that at no time shall the total of unused days carried over from prior years plus the current year's ten (10) annual days exceed fifteen (15) days.

21.8 The GEA President shall be released from his/her regular duties without loss of pay or benefits for three-tenths (.3) of his/her assignment per school year. Released time shall be for the purpose of participating in mutually agreed upon meetings that cannot otherwise be scheduled outside of the work day and for other Association business. The Association agrees to reimburse the District at 50% of the cost incurred for the said release time. The District will attempt to schedule its monthly administrator meetings outside of the instructional day when the GEA President is invited to attend.

ARTICLE XXII
LEAST RESTRICTIVE ENVIRONMENT

22.1 The Board and the Association agree that Least Restrictive Environment as outlined by the Individuals with Disabilities Act (IDEA or 94-142) requires "to the maximum extent appropriate" all children with disabilities be educated with non-disabled children and that segregation occur only when the "nature or severity of the disability" is such that integration with the use of aids and services "cannot be achieved satisfactorily." 20 USC 1412(5) (B), 34CFR.300.550. The Board and the Association further agree that in making the LRE placement/assignment, additional factors to be considered are closeness to the student's home, school assignment if student did not have a disability, potential harmful effects on the child, quality of service the student needs, and disruption of the regular education setting. 504 Regulations 34CFR.552. To this end, every attempt will be made first to serve children with disabilities in the context of a regular education classroom.

a. Definition of Terms

The following terms are defined for the purposes of this contract:

- children with disabilities are those students, under 26 years of age, determined by an Individualized Education Planning Committee (IEPC) or a hearing officer, as eligible for special education, or related services or both.
- Inclusive Education is the provision of educational services for students with disabilities, in schools where non-disabled peers attend, in age appropriate classes, under the full-time supervision of general education teachers with assistance from special education teachers and support services.
- Least Restrictive Environment (LRE) is the legal mandate that "to the maximum extent appropriate, children with disabilities are educated with children who do not have disabilities, and that special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." (Rule 121a.550, Part B-P.L. 94-142)
- Medically fragile students are those who are chronically ill and or medical-technology dependent, and/or who have life-threatening conditions that require immediate medical attention.
- Regular Education Initiative (REI) is the increased placement of special needs students (disability, limited-English proficient, Chapter I-eligible, etc.) in regular education classrooms.

22.2 In order to assist students with disabilities in making a successful transition from full-time placement in special education classes to placement in both regular and special education classes pursuant to recommendations made by the IEPC, the following guidelines will be followed:

- a. Teacher(s) in whose classroom(s) a student may be placed shall be invited to serve on the IEPC, as well as appropriate support staff.

- b. If any teacher has a reasonable basis to believe that the current IEP of a student with a disability is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing. Any member of the IEPC may request to reconvene the committee.

22.3 When special education students are placed in regular education classrooms as determined by the IEPC, provisions in Article VII shall apply.

22.4 To help implement LRE, every reasonable effort will be made by the Board of Education to provide training for regular education teachers receiving special education students in their classrooms and all appropriate support staff.

22.5 Emergency medical/physical care can be given by teachers and/or support staff as determined by the IEPC, provided that training has been completed. A building administrator shall provide back-up assistance. No non-licensed bargaining unit member will be required to perform any school health service which, under the standards of acceptable and prevailing practice, requires the level of education, skill, and judgment required of a licensed health professional.

22.6 Any bargaining unit member required to provide school health services shall be provided all of the following: 1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) and the completed "Request for Medical Verification of Health Status and Needs" for the student, at least five (5) school days before the member is to start providing the service to the student; 2) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures; 3) all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal); and 4) any equipment (radio, telephone, or other telecommunication device) or information necessary to allow direct communication between the bargaining unit member performing the school health services and the supervising licensed medical personnel.

- a. The employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated at the conference rate.

22.7 LRE Committee -- A LRE committee will be established to facilitate and review the impact of special education needs and changes within the District. The members of the LRE committee will include, but not be limited to the following:

- a. Director of Special Education
- b. A representative of the GEA
- c. A representative of the special education aides
- d. One administrator from each level
- e. One regular education teacher from each of the three levels of education (elementary, middle school, and high school)
- f. One Special Education teacher from each level of the special education continuum. It is understood that an attempt will be made to represent all areas and levels of special education at Grandville.
- g. Parent(s)

ARTICLE XXIII
KENT INSTRUCTIONAL DELIVERY SYSTEM
(K.I.D.S.)

23.1 Introduction

- a. The two-way interactive electronic networking system may be utilized as an alternative instructional delivery system. The intent and purpose of the K.I.D.S. project is to provide a vehicle for the cooperative offering and sharing of K-12 educational opportunities and to provide quality educational resources to students of the participating districts in a cost-effective and efficient manner.
- b. The agreement hereinafter referred to as the K.I.D.S. Addenda is entered into this day, June 2, 1997, by and between the Kent County Education Association/MEA/NEA and the Kent Intermediate School District.
- c. The contract language that follows is to be an addenda to the local master agreement. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and the Kent County Education Association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent district.

- d. Any local school district that fails to ratify the K.I.D.S. Addenda shall not participate in K-12 student instruction via the K.I.D.S. network and shall not act as either an originating site or remote site for K-12 student instruction. Failure to ratify this addenda shall not preclude a local school district's use of the network for other purposes, e.g., staff development, extra-curricular activities, and other non-credit K-12 activities.

23.2 Definitions

- a. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Kent Instructional Delivery System. Teachers will be considered employees of the originating district.
- b. "Originating Site District" shall be defined as the location where the teacher responsible for the Telecommunication Class is located.
- c. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.

23.3 Responsibilities of Originating and Remote Site Districts

- a. The originating site district shall be responsible for the course content, material selection, instruction, testing, evaluation and grading of students at the originating site district and at all remote site districts.
- b. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

23.4 Working Conditions

- a. **Class Size**
The parties mutually agree that the purpose of K.I.D.S. is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including both the originating and remote sites, shall be subject to the language in the master agreement of the originating site district.
- b. Teachers located at an originating site who are teaching a K.I.D.S. class will have to adjust their teaching methods and spend additional time to become effective using two-way interactive technology. To compensate for this extra time and effort, a teacher assigned to teach a class from an originating site via K.I.D.S. will be paid an additional \$1,000 per preparation per semester.
- c. **Class Schedules**
Teachers presenting K-12 telecommunications classes to elementary or secondary-aged students will generally have those classes scheduled during regular contract work time. It is recognized that in order to accommodate the different starting/ending times of originating/receiving districts that work times may vary somewhat.

If classes are scheduled outside the normal work day or work year, teachers will have their individual starting and/or ending time adjusted. If additional work time is required to accommodate the schedules of sending/receiving districts, the teacher shall be compensated at a pro rata of his/her base contract daily rate of pay calculated for each 1/4 hour or portion thereof.
- d. **Equipment**
It will not be the responsibility of the classroom teacher to repair and maintain the telecommunications equipment. Teachers will be trained to focus and make minor adjustments to said equipment.
- e. **Training**
Initial and on-going training in the use of telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications

classes. Participating teachers shall be compensated as specified in the master agreement of the originating site district if training is outside the normal work day/year.

- f. **Teacher Evaluation**
All evaluations shall require the physical presence of the evaluator at the sending site. The teacher will be informed that they are being observed/evaluated. The sending district administration will have responsibility for the evaluation as the teacher is the employee of the originating district.
- g. **Mileage**
Originating site district teachers will be reimbursed for the allowable mileage if they are required to use their personal automobile to travel between sites or to meetings related to K.I.D.S. The mileage reimbursement will be as specified in the master agreement.
- h. **Vacancies**
Teaching vacancies shall be filled on a voluntary basis and such teachers will be assigned to telecommunication courses in accordance with local contract language provisions.

23.5 Job Security

- a. It is not the purpose of the K.I.D.S. project to reduce the number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via K.I.D.S.
- b. No member of the staff of a specific originating site district of the schools served by that given site shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications via K.I.D.S.
- c. Any teacher presenting a K-12 telecommunications class shall be represented by the teacher bargaining unit of the originating district.

23.6 Broadcast and Rebroadcast Conditions

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- a. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teacher.
- b. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use such tapes with prior knowledge and consent of the board or its designee.
- c. Videotapes of telecommunications classes are the property of the originating site district.
- d. All instructional presentations for which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.
- e. K.I.D.S. shall not be used to replace teachers involved in a labor dispute.

23.7 Problem Solving Efforts

- a. Inasmuch as the implementation and use of instruction by two-way interactive television in general and K.I.D.S. specifically is developmental, the parties agree that it may be necessary to meet from time to time in order to resolve issues that were not contemplated or addressed in this addenda. Accordingly, the parties agree to meet promptly at the request of either.
- b. Amendments shall be subject to the approval of the parties in accordance with Article 1 of this addenda.

23.8 Relationship to Local Master Agreements

The parties agree that K.I.D.S. Addenda will continue in force and effect until August 15, 2000. The addenda shall not be extended orally.

ARTICLE XXIV
JOB SHARE

24.1 Job Sharing is defined as two tenured bargaining unit members sharing one full-time position. The Grandville Job Sharing provisions are based on current practice regarding part time teachers. There are some additional issues unique to the Job Sharing concept. Implementation of a Job Sharing program must be cost neutral for the District.

A. Purpose:

The Job Sharing concept is meant as an accommodation for teachers who want part time employment, however, the arrangement must never jeopardize the education of students. It must be an arrangement which has a clear advantage to the education of the students as well as serving the needs of staff.

A Job Share teacher is not allowed to work the remaining day(s) elsewhere. It is meant for those teachers who want part time. Coaching in Grandville would be an acceptable additional employment.

B. Application:

Tenure teachers interested in Job Sharing should submit a request to the Human Resources Office by March 1. They may request to be matched with a partner or may suggest their own partner who must be a tenure teacher already on staff. If partners submit a request together, they must give rationale as to why their plan and partnership is good for student learning. They should also include the specific work schedule and the additional responsibilities. (If a teacher is seeking a partner, a description of the type of teaching and working style of a desirable partner should be submitted.) A meeting with the building principal, Assistant Superintendent of HR and the Job Share partners will be scheduled to discuss the plan. The Director of Special Education will be included if it involves a special education program.

All requests will be considered. Prior to the close of the existing school year, the administration will make the decision based on what is best for the building staff, students, parents, and educational program. Once the decision is made, an agreement will be signed by the principal, Assistant Superintendent, job share partners and GEA president. At that point, the Job Share must be fulfilled. A limited number of Job Shares will be permitted within buildings and in the district.

C. Duration

Once a team for Job Sharing is established through mutual consent of administration and the Job Sharing teachers, the teachers are reduced to part time employment and are not guaranteed full time in the future. Should either party want out, an opening would have to be available in which the teacher is certified and qualified to teach. The assignment must be deemed, by administration, as an appropriate placement. The district will not be put in the position of being forced to find a part time teacher to fill the Job Share assignment. Should another tenure teacher in the district want to assume the part time partnership position, it will be treated the same as a first time establishment of a Job Share. As in current practice, the administration reserves the right of assignment.

The administration reserves the right to end any Job Share arrangement at the close of the school year. The Job Share teachers would be reassigned to available positions. Only the part time FTE would be guaranteed.

If one partner terminates employment with the Grandville Schools, the remaining partner may be assigned back to fill time in the position. Through mutual consent, the vacancy could be filled with another part time partner should a suitable partner be available.

D. Responsibility

All responsibilities required of full time teachers will be expected of both Job Share teachers (i.e., attendance at P/T conferences, in-services, staff mtgs., IEPC's, dept. mtgs., Open House, etc.) To be cost neutral, extra compensation will not be given. Job Share partners must check with their building principals to discuss what meetings will be necessary for both to attend. Every effort will be made to minimize dual participation when not needed.

E. Substituting

If one partner is absent (sick, personal day, conference, etc.), the other partner may cover for their partner's absence at the "teaching during the conference rate" or through a mutual agreement and approval from the principal, they may cover the time and "trade off" for a later date when he/she may need time off, too. If the partner teacher is unable to cover or chooses not to, a sub will be hired. As will full time teachers, personal days and conference attendance is contingent on substitute availability. Should a long term absence become necessary, the sub coverage would have to be reevaluated. If the partner teacher took over the long term

assignment, he/she will be paid their normal rate of pay. An administrative decision will be made based on the best interest of all parties involved as well as the District needs.

F. Pairing/scheduling

AM/PM elementary Job Share teachers will be considered at a (.5) FTE, however, their day will include a required additional half hour (overlap time) at the noontime for collaboration with each other. If the Job Share is not divided AM/PM, then provision will need to be worked out for regular, ongoing collaboration. In these situations, the FTE's may or may not be equal.

Every effort will be made in the elementary school to balance the specials, although it must be understood that an equal number of minutes per teacher may not be possible due to District scheduling of specials. Furthermore, depending on the lunch time scheduled for this Job Share classroom, the amount of teaching minutes may vary slightly.

Secondary Job Share teachers will be considered at a (.4) and (.6) FTE. A conference time will be pro-rated.

G. Compensation

Compensation will be determined by each teacher's step and column of the salary schedule, prorated for the amount of time worked. Any teacher who has an FTE of (.5) or greater, moves up one full step. Teachers with an FTE of less than (.5) are prorated at an appropriate sum between two steps.

H. Benefits

All benefits, including leave from duty days, tuition reimbursement, will be pro-rated to match the part time FTE. All provisions in the Teacher Master Agreement (other than these guidelines unique to Job Sharing) will prevail.

I. Seniority

Seniority of Job Share teachers will accrue as Contract currently dictates (date of employment + each year of unbroken service). In the event of a lay off, seniority procedures in the Contract will be followed.

J. Evaluation

Parent and student input must be obtained. The Job Share partners are responsible for completing and evaluation by April 1 and sharing results with the building principal.

**ARTICLE XXV
DURATION OF AGREEMENT**

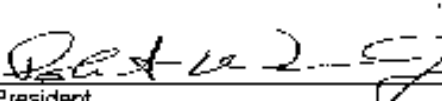
25.1 This Agreement shall become effective on September 1, 2010, unless otherwise specified in this Agreement and continue in effect until August 31, 2011. Upon written notice given between February 1, 2011 and June 1, 2011, this Agreement may be renegotiated for future years.

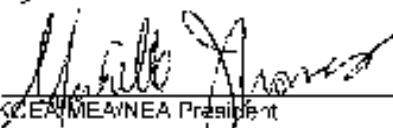
25.1.1 The contract year, for purposes of this Agreement shall be deemed to be the period between September 1 and August 31.

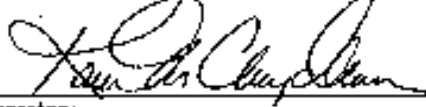
KENT COUNTY EDUCATION ASSOCIATION

GRANDVILLE BOARD OF EDUCATION

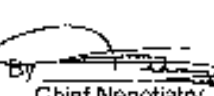

By 
Local Association President

By 
President

By 
KCEA/MEA/NEA President

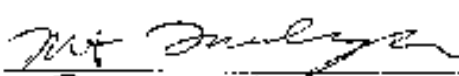
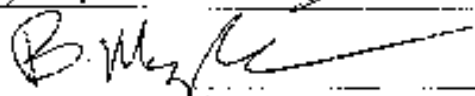

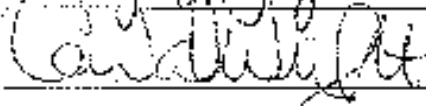
By 
Secretary

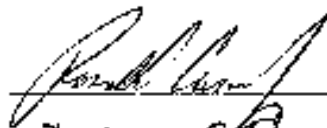
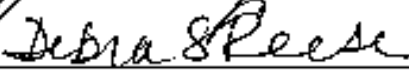
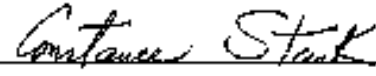
By 
Chief Negotiator

By  
Chief Negotiator

Other members of the Association Bargaining Team are as follows:

Other members of the Board Bargaining Team are as follows:

Dated this 7th day of September, 2010

GENERIC SERVICE CREDIT PURCHASE

A. Employer Purchase Plan

Upon notice of resignation prior to March 1, the Board will deposit the required amount for the purchase of up to three (3) years of generic service credit, on a pre-tax basis (if the teacher qualifies according to MPSERS guidelines) into a special pay account in accordance with the IRS rules and regulations in the name of the teacher so electing this benefit according to the following schedule:

25 to 27 years of service credit = 3 years

28 years of service credit = 2 years

29 years of service credit = 1 year

The amount for said purchase shall be subsequently authorized by the teacher to be withdrawn and rendered to MPSERS for said service credit purchase prior to the effective retirement date of the teacher. Any tax-deferred liability will be borne by the teacher. Any payment made under this section will be made in accordance with MPSERS guidelines.

B. Employee Purchase or Repayment of Retirement Service Credit

1. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the MPSERS plan conditions, teacher may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full payment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)

2. Therefore, in order to permit tax deferral for the additional employee contribution amounts, the employer has adopted the payroll resolution attached to this agreement as Appendix A and implemented the salary reduction (payroll authorization) agreement attached to this agreement as Appendix B for the employee wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The employee that wishes to exercise this option shall enter into a binding IRREVOCABLE payroll deduction authorization by completing a Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization form. The employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

3. The purchase of Generic/Universal Service Credit by the Board on behalf of an employee/bargaining unit member will be discontinued at the conclusion of the 2012-13 school year. Upon the sunset of this benefit, the contents of item "A. Employer Purchase Plan," will become null and void and deleted from the Master Agreement.

SUPPLEMENTARY PROVISION TO SALARY SCHEDULE

A. For longevity purposes, the step on which the teacher was placed when the salary steps were originally adopted will be the determining factor. For those teachers holding a provisional or professional certificate:

B. 1. In order to move to the 16th step, the teacher must have earned six (6) semester hours of graduate credit in the prior five (5) year period or six (6) semester hours of undergraduate credit in prior five (5) year period in those disciplines in which the teacher is actively teaching. An administrative change in the teacher's teaching assignment shall not adversely affect the teacher's placement on step 16.

2. An additional six (6) semester hours of graduate credit or undergraduate credit in those disciplines in which the teacher is actively teaching must be earned to move from the 16th step to the 21st step.

3. An additional six (6) semester hours of graduate credit or undergraduate credit in those disciplines in which the teacher is actively teaching must be earned to move from the 21st to 25th step on the BA and BA+20 schedule and to move from the 21st step to the 26th step on the MA, MA+15 and MA+30.

4. Continuing Education Credits which are obtained by attending classes outside the teacher's paid working time and for which credits are awarded by the Kent Intermediate School district or which are approved by the District in advance, may be substituted for semester credit hours under subparagraphs 1-3 above at the ratio of three (3) CEU's to one semester credit hour.

5. Those bargaining unit members that hold a teaching certificate with no expiration date shall not be required to meet the six (6) semester hours needed to move to a new longevity step (steps 16, 21,25,26).

C. Teachers to be employed by the Grandville Public Schools with previous teaching experience may, at the Board's discretion, be given up to seven (7) years credit and placed at the appropriate step (or fraction step) on the salary schedule. The Superintendent may credit up to three (3) additional years of teaching experience in cases where the work experience, in his judgment, is related to the teaching position, providing that the Association and the Board shall be informed of such hiring.

1. When teachers are hired below scale, (not given credit on the salary scale for outside experience) movement to the proper point on scale shall be effected by allowing two (2) increments up the salary schedule per year with the maximum number granted being (7) years of outside experience.

2. The above shall not apply to teachers who have not taught for a period of ten (10) or more years.

3. One and two above shall start September, 1990 for all teachers hired for the 1988-89, 1989-90 school year and thereafter.

4. Provisions C. 1, 2 and 3 above shall not apply to any teacher hired after October 15, 1993.

D. Years of prior service in an annexed school shall count as half service in the Grandville system and shall be in addition to the seven (7) years of service elsewhere. (If it is to the teacher's benefit to count service in an annexed school as service elsewhere, this will be permitted.)

E. A fractional year of service in the system shall place a teacher at an appropriate sum between two steps on the salary schedule. When part-time teachers have taught part days every day or at least 50 percent of a full contract for the entire year, the teacher shall move up the salary schedule one step in the same manner as full-time teachers.

F. For those newly employed after date of this contract, allowances for full-time military service of one-half step for one full year or one step for two or more full years of military service may be allowed by the Board on recommendation of the Superintendent.

G. Teachers shall have the choice of receiving their contractual salary in either 21 or 26 bi-weekly payments by completing an election form available in the Human Resources Office. For those who choose 21 pays, the total contractual amount will be paid prior to July 1. For those choosing 26 pays, payments will continue throughout the entire contractual year. If an election form is not filed with the Human Resources Office, bi-weekly payments shall be 1/21 of the contractual amount.

This above election shall remain in effect for subsequent school years unless a new election form is completed and filed with the Grandville Public Schools Human Resources Office. Changes must be filed prior to August 1st for the following school year. Requests for changes after a school year begins cannot be honored

Teachers holding positions that are paid under Schedule B and/or Schedule C shall have the option of being paid either:

1. Every two weeks as a part of their regular pay (Supplemental salary/number of pay periods during the season or event).

2. 100 percent of supplemental salary paid on the first pay day following the completion of their assignment.

Teachers having more than one extracurricular assignment must select the same method of payment for all

such assignments.

For pay dates that fall on Fridays in which school is not in session, the paycheck shall be dated and handed out on the last day preceding the Friday that school is in session. This applies only to those weeks in which school is in session.

Dual employment employees shall have the choice of receiving their contractual salary in either 22 or 26 bi-weekly payments only.

H. The salary of any school nurse who lacks a B.A. degree shall be 75% of the B.A. schedule in 1979-80 and 80% thereafter. Fringe benefits will be the same as other members of the bargaining group.

I. Psychologists and social workers will be placed on the appropriate MA+30 step on the salary schedule based on their years of experience. Their hours will be the normal teacher working hours of the building(s) to which they are assigned. A part-time psychologist or social worker requested to work on a day they are not scheduled shall be paid at their regular rate or allowed compensatory time off. They are eligible for the same fringe benefits as other members of the bargaining group.

J. Bargaining unit members with a minimum of fifteen (15) years of service with the district will receive a sick leave severance bonus payment paid upon separation of service for retirement as follows;

- 1st through 50th day = \$12/day
- 51st through 100th day = \$20/day
- 101st through 150th = \$30/day (150 day maximum)

The sick leave severance bonus total will be capped at a maximum payout of \$3,100.

A bargaining unit member will receive either the sick leave severance bonus of 1% of their 2010-11 base salary, whichever amount is greater of the two, upon separation of service from the district.

EDUCATION CREDIT AND PAYMENT

A. Movement to column 3 (MA) shall occur when the teacher earns a Master's degree or after having earned a Bachelor degree + twenty (20) semester hours, a teacher earns ten (10) additional hours of graduate, undergraduate, or continuing education credits (CEU) at the ratio of three (3) CEU's to one semester credit hour, any course(s) that applies to or would enhance the teacher's assignment and is approved in advance by the Superintendent or his/her designee. Appropriate transcripts must be furnished by the teacher and the teacher must have one or more years of experience in this system and regular certification in the grades or subjects taught.

In the event the teacher disagrees with the decision of the Superintendent or his/her designee, he/she may appeal to a review panel. The majority of a review panel consisting of two (2) teachers (selected by the Association) and the Superintendent or his/her designee may approve the teacher's course selection.

Credit hours submitted to fulfill the requirements for movement to the BA+20 or the MA+30 columns may be used to also fulfill the requirements for movement to the BA+30 column. For example, if a teacher submits 21 credits to fulfill the requirements for a BA+20, the extra one (1) credit, if it is part of a multicredit class, will be counted as credit toward the BA+30 column.

B. 1. Movement to columns 4 and 5 shall occur when, after having earned a Master's degree, a teacher earns 15 and 30 additional hours of 1) graduate credit or 2) undergraduate credit, at least one-half of which graduate or undergraduate hours are in those disciplines in which the teacher is actively teaching, or 3) or any graduate education course, or 4) any computer course, or 5) any course that applies to the teachers assignment and was approved by the Superintendent or his/her designee. Appropriate transcripts must be furnished by the teacher and the teacher must have one or more years of experience in this system and regular certification in the grades or subjects taught.

2. An administrative change in the teacher's assignment shall not adversely affect the teacher's placement in column 4 and 5.

3. Beginning with the 1987-88 school year, Certified Continuing Education Units (CEU's) related to the teacher's assignment or the teaching profession may be substituted for semester hours as outlined in B.1. above at the rate of three (3) CEU's for every one (1) semester hour of credit. The criteria for acceptance of

CEU credits for movement to columns 4 and 5 are the same criteria as that used for longevity movement.

C. The same provision regarding institutions where such credit may be earned applies as is applied by the State of Michigan with respect to certification credit, except by special advance approval of the Superintendent.

D. Credit earned under fellowship, institute, or scholarship grant is paid for on the same basis as other credit on the salary schedule.

E. Teachers qualifying for educational credit payments shall make written application therefore when furnishing required transcripts or certification.

F. 1. The Board will subsidize graduate training or, if the Master's degree has been earned, undergraduate training at eighty percent (80%) of the cost of tuition for not more than three (3) semester hours per semester or not more than nine (9) semester hours per summer session, with a maximum of twelve (12) semester hours per school year, provided two-thirds (2/3) of such credit shall be in their teaching field, which includes courses in education. No payment shall be in addition to tuition paid under fellowship, institute, or scholarship grant. No payment for summer school hours will be made if the teacher is not employed by the district the following school year. In no case shall the actual reimbursement per semester hour under this formula exceed an amount equal to 1.2 times the average of the semester hour tuition rates (or their equivalent) for Michigan State University, Central Michigan University, and Western Michigan University. Beginning with the 2007-08 school year, the total maximum reimbursement will be \$70,000 per school year. The district shall not pay retroactively for tuition reimbursement requests submitted after October 1 for tuition expenses incurred for the previous contractual year. The contractual year for tuition reimbursements shall be September 1 through August 30.

(Per semester = shall be based on the college semester, not Grandville's)

2. Beginning with those teachers employed for the 1977-78 school year and including any teacher hired thereafter, no payment or reimbursement for up to the first 18 semester credit hours, or their equivalent will be made by the school district for classes taken as required by law for temporary, provisional, continuing, and/or permanent certification.



Grandville Public Schools

Grandville Public Schools Calendar 2010 - 2011

Aug-10				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Oct-10				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Dec-10				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Feb-11				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

Apr-11				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Jun-11				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Sept-10				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Nov-10				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Jan-11				
M	T	W	T	F
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
31				

Mar-11				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

May-11				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

KEY				
New Teacher Orientation				
Teachers Report - No Students				
School Closed for Teachers & Students				
Teachers & Students Report				
PD (Optional)				

2010 - 2011

Date(s)	Description
8/18/10 - 8/19/10	New Teacher Orientation
8/24/2010	New Teacher Orientation
8/31/10 - 9/2/10	Teachers Report (No Students)
9/5/10 - 9/6/10	Labor Day Weekend
9/7/2010	Classes Begin
11/24/10 - 11/26/10	NO SCHOOL Thanksgiving Break
12/20/10 - 12/31/11	NO SCHOOL Holiday Break
1/17/2011	NO SCHOOL (Teachers Report)
2/18/11 - 2/21/11	NO SCHOOL Mid-Winter Break
4/1/11 - 4/8/11	NO SCHOOL Spring Break
5/27/2011	NO SCHOOL
5/30/2011	NO SCHOOL Memorial Day
6/10/2011	Last Day - Students Dismissed at Noon

Approved by the Board of Education XX/XX/XX

K - 8 Trimester Dates	
1st Trimester	9/7/10 - 11/23/10
2nd Trimester	11/29/10 - 5/4/11
3rd Trimester	5/7/11 - 6/10/11

High School Quarter Dates	
1st Nine Weeks	9/7/10 - 11/5/10
2nd Nine Weeks	11/8/10 - 1/21/11
<i>End of First Semester</i>	
3rd Nine Weeks	1/24/11 - 5/25/11
4th Nine Weeks	5/28/11 - 6/10/11
<i>End of Second Semester</i>	

Schedule A
2010-11

	BA	BA+20	BA+30 MA	MA+15	MA+30
1	39,344	40,614	43,468	44,936	48,080
2	40,806	41,988	45,181	46,703	49,847
3	42,749	43,952	46,902	48,669	51,811
4	44,715	45,976	49,576	50,764	53,780
5	46,694	48,352	51,850	53,040	56,225
6	48,787	50,521	54,224	55,524	58,739
7	51,538	52,777	56,636	57,993	61,254
8	53,639	55,079	59,459	60,886	64,075
9	56,396	57,439	62,412	63,970	66,870
10	58,608	59,989	65,404	66,975	69,568
11	61,537	62,926	68,135	69,771	72,613
12	61,537	62,926	70,018	71,654	74,502
16	63,408	64,999	71,879	73,661	77,708
21	65,013	66,631	74,463	76,209	79,783
25	66,260	68,259	74,463	76,209	79,783
26	66,260	68,259	76,204	78,243	81,285
30	66,260	68,259	77,976	80,240	83,359

Schedule B 2010-11

SPORT/POSITION	1	2	3	4	5
FOOTBALL					
Head Coach	5,463	5,802	6,147	6,489	6,828
1st Assistant	3,597	3,825	4,048	4,273	4,498
2nd Assistant	3,597	3,825	4,048	4,273	4,498
3rd Assistant	3,597	3,825	4,048	4,273	4,498
Reserve	3,597	3,825	4,048	4,273	4,498
Reserve Assistant	3,402	3,613	3,821	4,040	4,253
9th Grade Head Coach	3,330	3,538	3,748	3,954	4,162
9th Grade Assistant	3,171	3,370	3,568	3,764	3,962
BASKETBALL					
Head Coach	5,463	5,802	6,147	6,489	6,828
Reserve	3,451	3,670	3,886	4,098	4,314
9th Grade	3,297	3,502	3,709	3,914	4,119
8th Grade Maroon/White (2)	2,560	2,716	2,879	3,033	3,197
7th Grade Maroon/White (2)	2,511	2,667	2,826	2,982	3,138
HOCKEY					
Head Coach	4,622	4,907	5,195	5,475	5,762
Reserve /Assistant	2,906	3,086	3,274	3,451	3,634
SWIMMING					
Head Coach	4,568	4,854	5,140	5,422	5,709
Reserve/Assistant	2,906	3,086	3,274	3,451	3,634
Middle School	2,279	2,419	2,561	2,702	2,844
Middle School Assistant	1,460	1,548	1,642	1,730	1,819
SOFTBALL, BASEBALL					
Head Coach	4,322	4,394	4,652	4,909	5,169
Reserve/Assistant	3,085	3,280	3,492	3,664	3,859
9th Grade	2,651	2,819	2,983	3,148	3,317
TRACK					
Head Coach	4,322	4,394	4,652	4,909	5,169
Reserve/Assistant	3,085	3,280	3,492	3,664	3,859
9th Grade	2,651	2,819	2,983	3,148	3,317
Middle School - Head	2,060	2,190	2,318	2,448	2,574
Middle School Assistant	1,560	1,740	1,844	1,944	2,049
TENNIS					
Head Coach	3,275	3,479	3,682	3,889	4,092
Reserve/Assistant	2,420	2,569	2,720	2,869	3,025
Middle School Coach (2G/1B)	1,825	1,937	2,053	2,168	2,282
CROSS COUNTRY					
Head Coach	3,275	3,479	3,682	3,889	4,092
Middle School Coach	1,825	1,937	2,053	2,168	2,282
GOLF					
Head Coach	3,275	3,479	3,682	3,889	4,092
Reserve/Assistant	2,420	2,569	2,720	2,869	3,025
SOCCER					
Head Coach	3,275	3,479	3,682	3,889	4,092
1st Assistant	1,638	1,738	1,842	1,944	2,048
Reserve/Assistant	2,420	2,569	2,720	2,869	3,025
9th Grade	1,825	1,937	2,053	2,168	2,282
Middle School Coach	1,825	1,937	2,053	2,168	2,282
COMPETITIVE CHEER					
Varsity	3,730	3,960	4,192	4,427	4,659
WRESTLING					

Head Coach	4,750	5,045	5,341	5,639	5,937
Reserve/Assistant	3,167	3,365	3,568	3,764	3,962
Middle School	2,536	2,695	2,856	3,011	3,167
Middle School Assistant	1,696	1,805	1,913	2,019	2,121
VOLLEYBALL					
Head Coach	4,568	4,854	5,140	5,422	5,709
Reserve/Assistant	2,906	3,086	3,274	3,451	3,634
9th Grade	2,513	2,669	2,826	2,983	3,138
8th Grade - Maroon/White (2)	2,279	2,419	2,561	2,702	2,844
7th Grade - Maroon/White (2)	2,279	2,419	2,561	2,702	2,844
WATER POLO					
Head Coach	3,275	3,479	3,682	3,889	4,092
Reserve/Assistant	2,420	2,569	2,720	2,869	3,025
SKIING					
Head Coach	1,873	1,945	2,023	2,100	2,179
CHEERLEADING					
Varsity Football	2,222	2,298	2,376	2,451	2,529
Varsity Basketball	2,222	2,298	2,376	2,451	2,529
Reserve Football	1,722	1,773	1,830	1,880	1,929
Reserve Basketball	1,722	1,773	1,830	1,880	1,929
Freshman Football	1,668	1,717	1,766	1,814	1,863
Freshman Basketball	1,668	1,717	1,766	1,814	1,863
8th Grade Maroon/White (2)	1,219	1,260	1,301	1,342	1,379
7th Grade Maroon/White (2)	1,219	1,260	1,301	1,342	1,379
DANCE TEAM					
Head Coach	1,873	1,945	2,023	2,100	2,179
Reserve/Assistant	1,486	1,541	1,594	1,646	1,695

Schedule C 2010-11

	1	2	3	4	5
CLASS SPONSORSHIP					
9th Grade	740	788	829	878	923
10th Grade	740	788	829	878	923
11th Grade	1,227	1,306	1,383	1,461	1,542
12th Grade	1,344	1,426	1,510	1,595	1,676
INSTRUMENTAL MUSIC					
High School (including band camp)	5,600	5,951	6,301	6,649	7,000
High School Assistant	3,537	3,757	3,980	4,200	4,424
Middle School	2,736	2,970	3,202	3,436	3,667
Middle School Assistant	1,801	1,935	2,071	2,203	2,344
String Instruments	1,921	2,043	2,160	2,283	2,401
String Instruments Assistant	1,280	1,361	1,440	1,521	1,600
Middle School Jazz Band	630	683	736	788	841
Middle School Jazz Band	630	683	736	788	841
Flag Corp.					716
VOCAL MUSIC					
High School	1,942	2,066	2,187	2,308	2,429
Middle School	1,254	1,331	1,405	1,482	1,564
Elem-per teacher per perform (max 3/yr)					114
High School DEBATE	1,221	1,295	1,371	1,444	1,517
FORENSICS					1,517
NEWSPAPER - High School					
High School w/o class	1,723	1,832	1,939	2,048	2,153
High School 1 Class/1 Semester	1,296	1,379	1,460	1,542	1,618
High School 1 Class/2 Semesters	869	923	979	1,032	1,087
YEARBOOK					
High School w/o class	2,453	2,608	2,760	2,911	3,070
High School 1 Class/1 Semester	1,845	1,961	2,075	2,190	2,307
High School 1 Class/2 Semesters	1,235	1,313	1,390	1,468	1,550
Middle School	591	632	668	711	790
SCIENCE OLYMPIAD					
High School - Head w/o class	1,970	2,076	2,183	2,291	2,397
High School - Head w/class	982	1,036	1,092	1,145	1,201
High School Assts (2)	982	1,036	1,092	1,145	1,201
Middle School - Head w/o class	1,970	2,076	2,183	2,291	2,397
Middle School - Head w/class	982	1,036	1,092	1,145	1,201
Middle School Assts (2)	982	1,036	1,092	1,145	1,201
ELEM ACADEMIC COMPETITION					
Per building, per event					170
INTRAMURALS					
High School-2 Seasons	575	614	647	685	718
Middle School-2 Seasons	575	614	647	685	718
Elementary Buildings - (8)	575	614	647	685	718
STUDENT COUNCIL					
High School	1,791	1,881	1,973	2,065	2,158
Middle School	1,551	1,642	1,732	1,825	1,920
Elementary (Per building)					284
BPA					1,842
QUIZ BOWL					

High School					1,201
NATIONAL HONOR SOCIETY					
High School (2)					505
ELEMENTARY SAFETY PATROL					
Per building					566
OTHER CLUBS					
PLAYS (MAXIMUM 3)					
Fall High School					2,396
Fall High School Tech Asst.					896
Spring High School					2,396
Spring High School Tech Asst.					896
Middle School Director					896
MUSICAL					
High School					2,396
High School Assistant (2)					896
ELECTRATHON RACING w/class					1,201
FIRST ROBOTICS					
High School w/o class	1,972	2,077	2,184	2,289	2,397
High School w/class	982	1,036	1,092	1,145	1,201
VIDEO PRODUCTION					
High School					1,012
DEPARTMENT HEAD - High School					1,721
DEPARTMENT HEAD - Middle School					1,359
NOON LUNCH/GYM					19.95/hour
SUMMER SCHOOL					27.56/hour
DRIVER EDUCATION					29.35/hour
TEACHING AS SUB DURING CONF HOUR					30.49/hour

LEAST RESTRICTIVE ENVIRONMENT
PLACEMENT WORKSHEET

Date _____

Name _____ Social Security No. _____

_____ YES _____ NO I. Will the regular education teacher be required to provide additional preparation, individualized instruction, and/or instructional adaptations to the regular education curriculum?

If YES, describe below:

II. Elementary:

_____ FTE Additional FTE as determined by the staffing.

III. Secondary:

List subjects and additional FTE's.

_____ FTE _____
_____ FTE _____
_____ FTE _____
_____ FTE _____
_____ FTE _____
_____ FTE _____

Members' Signatures:

* Principal _____
* Regular Education Teacher _____
* Special Education Representative _____
Special Education Representative _____
Special Education Representative _____

*Denotes required members
Copy 1: Personnel Office
Copy 2: Building Principal
Copy 3: Regular Ed Teacher
Copy 4: Special Ed Representative

Note: This form is on NCR and copies are on file in the principal's office.

In reference to subsection 7.5 of Contractual Agreement between GPS and KCEA.

LETTER OF AGREEMENT

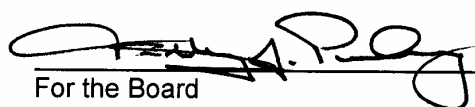
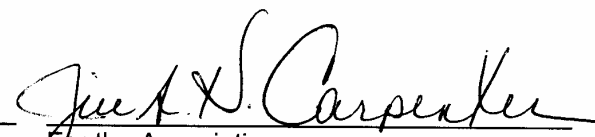
The following is a Letter of Agreement between the Grandville Education Association and the Board of Education to add the option of Grandville Education Credits as a program to be effective through the duration of the 2001-04 Master Agreement.

Supplementary Provision to Salary Schedule

Grandville Education Credits (GEC's) may be attained by attending classes, outside the teacher working time, which are sponsored by Grandville Public Schools. GEC's will be awarded by Grandville Public Schools which may be substituted for semester credit hours at the ratio of 15 hours of class time to one semester credit hour. These GEC's will serve the same function as described in the Teacher Master Agreement under Supplementary Provision to Salary Schedule, subparagraphs B 1-4.

Each participant will be issued one GEC by the Grandville Public School System after proof of 15 hours of class attendance is submitted to the Human Resources Office by the participant.

Classes and instructors must be pre-approved by the Assistant Superintendent for Human Resources.

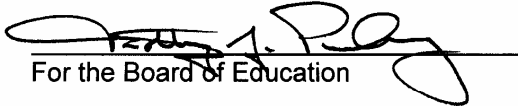
 _____ For the Board	 _____ For the Association
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9-27-2004 _____ Date	9-27-04 _____ Date
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LETTER OF UNDERSTANDING

In conjunction with the negotiations for the new Teachers' Master Agreement, the parties reached the following understandings:

1. For the 1997-98 and 1998-99 school years, the middle school and junior middle school teams will not be required by the administration to designate more than one scheduled planning period per week for the team planning.
2. For the 1998-99 school year, the Board will add one additional special at the K-5 level providing 60 minutes per week, per classroom for one semester. Due to the calendar and school activities, this is not a guarantee of 60 minutes per week, per classroom, but a commitment to add an additional scheduled special for each classroom for one semester.
3. The District will not seek any additional special education waivers during the term of this Agreement, or if it does, it will pay overage based on the 1997-98 established limits.


For the Board of Education


For the Association

9-27-2004
Date

9-27-04
Date

LETTER OF AGREEMENT
 BETWEEN
 THE GRANDVILLE PUBLIC SCHOOLS
 AND
 THE GRANDVILLE EDUCATION ASSOCIATION/KCEA

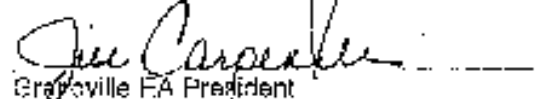
The above named parties agree to the following change to the reimbursement of tuition cost to members of the GEA in the following manner for the 2010-11 school years:

1. All tuition reimbursement requests will be due to the office of Human Resources by September 30 for the prior school year. No requests for reimbursement will be honored after that date without verification from the issuing college/university that grades were not issued until after that date and there are funds available. Payment for requests will be made by the end of October for tuition reimbursement requests for the prior school year.
2. All members requesting tuition reimbursement shall be paid for up to 3 credit hours at the contractual rate provided the funds are available in the tuition reimbursement account. If the tuition reimbursement account does not have sufficient funds, reimbursements shall be distributed equally among the members.
3. If funds are still available in the tuition reimbursement account members shall be paid for up to an additional 3 credits in the same manner as indicated in item 2.
4. If funds are still available in the tuition reimbursement account, reimbursements shall continue to be distributed equally to employees who submit a request for an additional 7 to 9 credits.
5. If funds are still available in the tuition reimbursement account, the balance shall be equally distributed to members who submit a request for 10 to 12 credits.

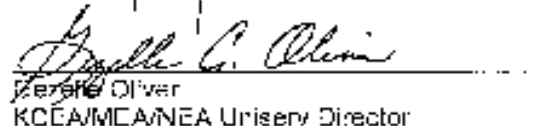
This agreement represents the only change to the 2010-11 master agreement regarding Tuition Reimbursement


 Assistant Superintendent

Date: 2-22-2011


 Grandville EA President

Date: 2/24/11


 KCEA/MCA/NEA Uniserv Director

Date: 2/28/11

TAX-DEFERRED PAYMENTS RESOLUTION

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) plan conditions, members may be allowed to: (1) re-deposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and /or: (2) purchase permissive service credit.

NOW THEREFORE IT BE RESOLVED that in order to permit a tax deferral for these additional amounts, an employee shall enter in to a binding irrevocable payroll deduction authorization, under which the employer will make designated contributions in lieu of the employee's contributions, and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deductions from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

Reporting Unit Name: Grandville Public Schools

Reporting Unit Number: 41130

Approved by the Governing Body Date: September 14, 1998

Board Secretary Signature Amy R. Kosta

Resolution Contact: Lawrence P. Cartwright

TDP Contact: Nancy Steenbergen

Reporting Unit Telephone Number: 616-261-6560

Reporting Unit FAX Number: 616-261-6567

Reporting Unit E-mail Address: lcartwri@remc8.k12.mi.us

Cross Reference Agreement Number _____

Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization

Member Information: To be completed by member. Please type or print clearly

1. MEMBER NAME	2. SOCIAL SECURITY NUMBER
3. STREET ADDRESS	4. CITY, STATE, ZIP

Employer Information: To be completed by employer

5. EMPLOYING DISTRICT	6. DATE TDP RESOLUTION APPROVED
7. REPORTING UNIT NUMBER	8. FREQUENCY OF EMPLOYER PAYROLL (PAYROLLS PER YEAR) <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> TWICE MONTHLY <input type="checkbox"/> MONTHLY

Purchase Information: To be completed and verified by member *and* employer

9. INVOICE NUMBER (FROM MPSERS BILL)	10. TYPE OF SERVICE BEING PURCHASED code description	11. INITIAL BILLING AMOUNT
12. SERVICE CREDIT AVAILABLE	13. SERVICE CREDIT BEING PURCHASED	14. COST OF SERVICE CREDIT PURCHASE
15. BILLING DUE DATE	16. REPORTABLE GROSS WAGES	17. MINIMUM PAYMENT \$50
18. NUMBER OF PAYMENTS	19. SCHEDULED DEDUCTION	

The undersigned agree:

- The conditions of this tax-deferred service credit purchase described above are **binding and irrevocable** the duration of the purchase or until the member's employment with this employer is terminated.
- For the effective period of this Agreement/Payroll Authorization, the employer must make the scheduled deduction at the frequency specified above. While this agreement is in effect, MPERS will accept payment from the employer, not the employee.
- The Agreement/Payroll Authorization form allows for the deduction from salary for employer pick-up purpose.
- The employer's governing body has passed the necessary resolution authorizing this tax-deferred purchase and a copy of the resolution has been supplied to MPERS.
- The employer is obligated to make payment pursuant to this Agreement/Payroll Authorization only if there sufficient funds from the member's earnings after any other mandatory deductions.

20. MEMBER'S SIGNATURE	21. DATE
22. SCHOOL OFFICIAL'S SIGNATURE	23. DATE

R392C (7/98)

This agreement includes necessary IRS approved language for payroll authorization in the private letter ruling of May 13, 1996, and supplemental language from the 1990 Act, as amended.

**GRIEVANCE REPORT FORM
GRANDVILLE EDUCATION ASSOCIATION**

Grievance # _____

Grandville Public Schools/Kent County Education Association

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Name of Grievant

Building

Assignment

Date Filed

Level I (Building Conflict Resolution Team/Supervisor)

A. Date cause of grievance occurred

B. Specific article/law/rule/regulation violated

C. Statement of grievance:

D. Remedy requested:

G. Disposition of Grievant

Signature of Grievant _____ Date _____

Signature of Association Representative _____ Date _____

Level II

A. Date of Meeting with the Assistant Superintendent-Human Resources

B. Disposition (management):

Signature of Assistant Superintendent - Human Resources _____ Date _____

C. Disposition of Grievant

Signature of Grievant _____ Date _____

Signature of Association Representative _____ Date _____

D. Date Received by Association Grievance Committee:

E. Disposition of Association Grievance Committee

Signature of Association Representative _____ Date _____

Level III

A. Date of Meeting with the Superintendent

B. Disposition (management):

Signature of Superintendent Date

C. Disposition of Grievant

Signature of Grievant Date

Signature of Association Representative Date

C. Date Received by Association Grievance Committee:

E. Disposition of Association Grievance Committee

Signature of Association Representative Date

Level IV

Binding Arbitration

A. Date Appealed to Arbitration_____