#830 228

AGREEMENT

between the

BOARD OF EDUCATION

of the

GRAND RAPIDS PUBLIC SCHOOLS

and the

GRAND RAPIDS EDUCATION ASSOCIATION

2001-2003

8/18/01 -- 8/24/03

6/5-/02

1,900 teachers

OFFICIAL COPY

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PREAMBLE

The Board and Association recognize their mutual obligations pursuant to ACT 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board and by the employees represented by the Association. This collective bargaining agreement is entered into the 28th day of January, 2002, by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of a general power district hereinafter referred to as the "BOARD", and the GRAND RAPIDS EDUCATION ASSOCIATION, an incorporated association referred to as the "ASSOCIATION."

ARTICLE 1

RECOGNITION

A. Recognition

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

a. Elementary & Secondary
   (1) Classroom Teacher
   (2) Teacher:
      Art
      SEIP
      Math
      Music
      Science
      Foreign Language
      Physical Education
   (3) Coordinator
      Office Practice
      Special Ed. Work Study
      Work Training Program
      Retail Practice
      Trade & Industry
      Youth Employment
      School to Work
   (4) Elementary
      Team Leader
      Reading Teacher
      Counselor
      Early Childhood
   (5) Grade Director
      Seventh
      Eighth
      Seventh & Eighth
   (6) Program
      Driver Education (when offered through the K-12 program)
      In-Service Participant
      Summer School Program
   (7) Secondary
      Counselor
      Head Counselor
      Department Head
      Library/Media Center Specialist

b. Special Education
   (1) Classroom Teacher
   (2) Orientation & Mobility Specialist
   (3) Audiologist
   (4) Teacher Consultant

(5) Social Worker
(6) Speech Pathologist
(7) Therapist
Music
Occupational
Physical
Recreational
(8) Parent Liaison
(9) Parent Consultant
(10) Psychologist

c. Other
(1) Nurse
(2) Unassigned Classroom Teacher
(3) Media Consultant

d. Adult Education Programs
(1) High School Completion
(2) English as a Second Language
(3) GED
(4) Adult Basic Education
(5) Positions
Teacher
Academic Advisor
Curriculum Consultant
Teacher Coordinator

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

2. All other positions of the Grand Rapids Public Schools are excluded.

3. Nothing contained herein shall prevent the Board from modifying, revising, combining or eliminating any position in this Article pursuant to the conditions of this Agreement.

4. Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.

5. Any person who is not an "employee", and who is appointed to conduct the duties of any position listed in Appendix C, (Sections 2., 3., 4. and 5.) shall not be a member of this unit.

6. Any person assigned to a position listed in 1. above for seven (7) or less hours per week shall not be a member of this unit.

B. OTHER ORGANIZATIONS

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

ARTICLE 2

PAYROLL DEDUCTIONS

A. ASSOCIATION DUES

1. On or before October 15 of each year, any employee may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by the Board) for payroll deductions of Association membership dues and PAC contributions. Such sums shall be deducted in approximately equal amounts each payday from the regular salaries of all such employees during the remaining pay periods. Each employee who has previously signed an authorization form shall have deducted from his/her salary Association membership dues and PAC contributions beginning the second (2nd) paycheck of the school year providing the Board's Executive for Business Services received from the Association or its designee the continuing membership list on or before September 1st of that year.

2. Authorization to deduct such dues and PAC contributions for ensuing school years shall continue in effect unless revoked by the employee, in writing, by July 1st of each year. Notice of such cancellation must be sent to the Board's Executive for Business Services with a copy to the Association.

3. The Association will notify the Executive for Business Services prior to July 1st as to the amount of dues to be deducted from each employee in 1. and 2. above.

4. Any amount deducted from employees' salaries as Association dues shall be remitted monthly to the Association by the Board's Office according to its rules and regulations.

B. OTHER DEDUCTIONS

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

Payroll deductions shall also be available for the following:

1. MESSA and MEA Financial Services Programs:

   a. Tax Deferred Annuity Plans
   b. MEA Financial Services Life Insurance
   c. Variable Options

2. West Michigan Internet Services and other Internet Service providers mutually agreed by the Board and Association.

3. And other programs approved by the Board

C. ANNUITY PROGRAMS

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

D. SAVE HARMLESS

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

E. ASSOCIATION SECURITY

1. Service Fee. Each employee in the bargaining unit who is regularly employed to work at least eight (8) hours or more per week shall, on or before thirty-one (31) days from the commencement of duties, either (a) join the Association and pay Association dues or (b) pay a service fee to the Association. The service fee shall be determined in a legally permissible manner and shall not exceed the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law.

2. Deduction of dues and service fees. The employee may authorize payroll deduction for such dues or service fees. In the event an employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as possible, from the regular paychecks of employees.

3. Non Payment. The procedure in all cases of non-payment of the service fee shall be as follows. The Association shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the

recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.

a. If the employee fails to remit the service fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to the provision above.

b. The Board shall, upon receipt of request for involuntary deduction, provide the employee with an opportunity for a timely due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized appropriate payroll deduction.

c. The Board and the Association may mutually agree in writing to withhold and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions into an escrow account pending any legal challenges.

d. An employee who elects to pay a service fee in lieu of joining the Association shall be afforded the same representation rights as are extended to Association members.

4. MEA Policy. Pursuant to *Chicago Teachers' Union vs.Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Association. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

5. Timelines. Due to certain requirements established in recent court decisions, the Association represents that the amount of the Service Fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

6. Certification. The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction, the amount of Association dues and service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law.

7. Indemnification. The Association shall indemnify and save the Grand Rapids Public Schools, its Board of Education, past and present members of the Board of Education, and past and present administrators harmless against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provision of this Agreement, provided

   a. That the Association shall defend any such legal action, at its own expense and through mutually selected legal counsel; and

   b. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and

   c. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and

   d. The Association shall have the complete authority to compromise and settle all claims it defends under this section; and

   e. The damages have not resulted from negligence, misfeasance, or malfeasance of the District or its agents.

8. Inoperative. Should the Association or its agent challenge the legality or enforceability of subparagraph 7, this Article shall immediately be considered inoperative and severed from this Agreement.

9. Employee change of status. Once per month, the Board shall provide, in writing, to the Association, the name(s) of any employee who has a status change and the nature of that change and the status of all open positions.

ARTICLE 3

ASSOCIATION RIGHTS

A. BOARD MEETINGS

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

B. BOARD COMMITTEES

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

C. BOARD AGENDA

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

D. BUILDINGS AND EQUIPMENT

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

E. UNISERV DIRECTORS

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

F. FACULTY MEETINGS

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

G. RECORDS

The Board shall make available to the Association, for inspection, pertinent personnel records of the employees represented by the Association (excluding personnel record file unless so authorized, in writing, by the employee involved) at the written request of the Association from the files at the

Board's main offices, 1331 Franklin, S.E., P. O. Box 117. Such records will be made available at the Board's main offices and will not be removed from said offices.

H. BUILDING/UNIT COUNCIL

1. There may be in every building or unit an organization of the building/unit staff known as the building/unit council.

2. The primary function of the building/unit council shall be an effort by the total staff to promote an efficient, orderly, harmonious building or unit operation. The building/unit council shall be the communication vehicle between the staff and the building/unit administrator. This council shall consider matters of concern within the building/ unit and make appropriate recommendations to the building/unit administrative staff. To effectuate this goal, the building/unit council chairperson shall have the opportunity, on a regularly scheduled basis, to confer with the building/unit administrator.

3. Employees, administrators and paraprofessionals in the building or unit are eligible for membership.

4. The chairperson of the building/unit council is to be elected from employees of that building/unit.

5. The building/unit council may conduct activities and be responsible for functions under the following guidelines.

   a. In the event of an individual or group concern, an attempt must first be made at resolution with the building/unit council chairperson and/or the building or unit administrator. The Association representative and/or Board representative may be requested by either party to be in attendance at such meetings.

   b. The building/unit administrator must be apprised of all items to be discussed at any building/unit council meeting. An opportunity to resolve all items to mutual satisfaction prior to the building/unit council meeting must also be provided the building/unit administrator.

   c. If the concern has progressed through the aforementioned guidelines without satisfactory resolution, the building/unit council chairperson may request a total building/unit council meeting and the building/unit administrator shall effectuate the building/unit council meeting to be chaired by the building/unit council chairperson.

   d. The building/unit council shall also serve as the communication vehicle to the constructional and/or

Executive Council or to any administrator, provided the possible resolution of the concern is under the authority of such administrator. The building/unit administrator shall be informed prior to any such action.

I. SHARED DECISION MAKING

1. Shared Decision Making (SDM) is a process for improving student learning through the involvement of all appropriate employees in the decision making process. It is a process through which those individuals responsible for the implementation of a decision at the building/ program level are actively and legitimately involved in making decisions.

2. These conditions govern the SDM process:

   a. Modifications of the Master Agreement require the written agreement of the District and the Association as described in Article 6, Section E. (Contract Waiver forms available from the Association and the District through Human Resource Services).

   b. All contract waivers will include a specific start and end date.

   c. Participation in the SDM process is voluntary. No employee will be disciplined or suffer adverse evaluation for electing not to participate in the decision making process.

   d. The administrator and staff at each building will jointly determine the decision making process(es) they will use.

   e. Shared Decision Making will occur within the confines of the contract day, if possible.

3. Disputes in individual programs or buildings regarding the SDM process will be addressed by an Association/GRPS team composed of equal numbers of representatives appointed by the District and the Association.

4. A District Advisory Committee for SDM will exist for the purpose of providing advice, facilitating training and recommending strategies to support the SDM process. The composition of this committee will be of equal representation from the District and MEA employee groups.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. RIGHT TO ORGANIZE

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

B. VENDING MACHINES

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

C. STUDENT ACCESS

1. Students shall be admitted into the building at a time set by the building administrator. No employee shall have a direct responsibility for students in the building prior to the employee's assigned time responsibility. Each employee may permit students in his/her room prior to his/her assigned time responsibility and will be directly responsible for the students and the contents of such room. If an employee wishes, he/she may secure his/her room when it is not in use. The room may be opened at night and, if so, shall be resecured by the custodial staff before the students arrive in the morning.

2. Each Building/Unit Council shall develop, when necessary, procedures for supervising students when, due to inclement weather and/or other emergencies, they are admitted into the building prior to the time employees are required to be at their respective place of assignment. The procedures shall include, but not be limited to, the following guidelines:

a. A minimum number of employees shall be required to supervise students at any given time.

b. Students will be admitted into the building prior to the regular time only when inclement weather and/or other emergency conditions exist.

c. The supervision shall take place within the limits set forth in Article 12, Section K., of this Agreement.

3. Each Building/Unit Council may request the Executive Council to review the building procedures.

D. DISTRICT MERGING

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

E. ANNEXATION OF ANOTHER CITY

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

F. COPYRIGHT

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

G. NON-TENURE EMPLOYEES

1. Non-tenure employees are on probation for the first two (2) years of employment and may be placed on a third (3rd) year of probation at the discretion of the Board.

2. After completion of the probationary period, non-tenure employees shall not be terminated without just cause.

H. PROFESSIONAL COMMITMENT

1. The joint mission of the Grand Rapids Public Schools and the GREA is to ensure that all students are educated, self-

directed, and productive members of society. Grand Rapids Public School professional employees are expected to create a positive learning climate for their students, build student achievement, develop strong parent-teacher communication, respect cultural and ethnic diversity, and work cooperatively to improve education continuously for Grand Rapids Public School students.

2. An employee's primary responsibility is in the classroom or regular facility in which his/her basic assignment occurs. Additionally, as an employee of the Board, the employee also has student supervision responsibilities throughout the building and grounds during regular school hours at the place of employment and the responsibility to comply with citywide functions as assigned by supervision in accordance with this Agreement.

3. Second only to actual teaching, the most valuable contact the District has with those it serves is between employees and parents or guardians. This contact is the prime basis upon which parents choose Grand Rapids Public Schools over the competition. To that end, the District and its employees commit to better acquaint our public with the dedication and high quality of our professional educators, and to form supportive learning teams with our parents and guardians. Employees will continue to make themselves reasonably available to discuss student progress and to provide support.

I. ACADEMIC FREEDOM

1. The parties seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for employees and students is encouraged, except that:

   a. The employee must be acting within accepted and/or adopted curriculum and courses of study.

   b. The employee must submit a written request to the building principal, the principal's designee or the immediate supervisor to obtain written approval prior to allowing a resource speaker into the class room.

   c. The employee must exercise responsibility and must realize that teaching places responsibility upon the employee to carefully consider the maturity level of

the student and the circumstances that surround the teaching/learning relationship.

2. If a principal or immediate supervisor denies an employee's request to invite a resource speaker into his/her classroom, the employee may appeal the decision to a committee composed of one (1) Board Representative and one (1) Association Representative. The committee shall make a recommendation to the principal concerning its decision.

3. Any employee accused of the improper use of academic freedom may be dismissed only after proof of alleged impropriety has been provided. Any allegation found to be untrue shall be completely removed from the employee's record and the employee's status shall be immediately restored if any reduction may have been made.

J. TENURE ACT

As stated in the Michigan Teacher Tenure Act, no employee shall terminate his/her services with the Board during the current school year except by mutual agreement. Employees who do not provide notice of intent to resign at least 60 days before the beginning of the school year are subject to forfeiture of tenure status.

K. RECORD KEEPING

1. It is a professional responsibility of GREA members to record and maintain accurate student attendance records. The Board may promulgate and enforce reasonable policies to direct its workforce accordingly.

2. It is a professional responsibility of GREA members to timely prepare and submit reports and forms as needed to obtain State or Federal funds, grants, entitlements and the like, including but not limited to Medicaid reimbursement forms, as directed or required.

L. EMPLOYEE RIGHT TO REVIEW FILES

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

M. EVALUATION

1. Definitions

a. Evaluation - A formal written record, signed by the immediate supervisor and employee, that is placed in the employee's permanent file.

b. Observation - A classroom visitation, or other worksite visitation in the case of non-classroom professionals, for the purpose of gathering information.

2. Who is evaluated

Tenured teachers and non-tenure employees who have completed the probationary period ("non-probationary employees"), are expected to be evaluated, utilizing the Progressive Evaluation Process described below, no more than once per three (3) school years, unless there is performance warranting special attention due to identified problems, in which case the teacher or non-probationary employee may be evaluated in other years. As stated in the Tenure Act, if the teacher or non-probationary employee is not evaluated at least once per three (3) school years, the teacher or non-probationary employee is deemed to be satisfactory. Probationary teachers are also to be evaluated using the Progressive Evaluation Process.

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

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

If an alternative plan/process is utilized, the evaluating supervisor will continue to be the primary person

responsible for the Evaluation - traditional or alternative. (Note: App F, para 1) The PLP and Teacher Specifications are examples of resources for an alternative plan/process; other resources may be utilized.

An alternative professional improvement plan/process may include:

a. Learning project
b. Portfolios
c. Leadership development
d. Continuing education
e. Curriculum development
f. Diversity training/implementation (App F. para 2)
g. Mentoring

4. Responsibility for Evaluation

The evaluation of the performance of each employee in the school system is the responsibility of administration. An employee who is to be evaluated shall be advised of one specific administrator who shall be responsible for the evaluation.

In such evaluations, all monitoring or observations of employees shall be conducted openly and with the knowledge of the employee. No electronic device shall be used during the evaluation process without the consent of the employee.

5. Forms and Timelines

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

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

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

and

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

2) Review the time schedule for the completion of the formal evaluation.

3) No employee shall be required to prepare more than five (5) initial P.E.P. objectives.

c. The administrator must observe the employee at least once before winter recess. Each observation shall be made in person by the evaluator for a minimum of forty-five (45) consecutive minutes (but not less than one class period). The results of each observation must be recorded on the Observation Form (Appendix B), reviewed with the employee not more than ten (10) workdays after the observation and reflected on the interim report. Alternate forms may be used for non-classroom professionals.

d. Identified areas of weakness in the performance of an employee will be discussed with the employee. The employee will be provided with a written copy of the identified areas of weakness along with the recommended steps for improvement. Within fifteen (15) working days following receipt of written recommendations the employee will submit a written report that identifies specific steps taken in response to the administrative recommendations.

e. Before the winter recess, the administrator will complete Appendix C (The Interim report) and review the result with employee. Observation(s) before winter recess will be reflected on this Interim Report. New performance objectives should be written in areas of weakness. The administrator and employee may mutually agree in writing to complete Appendix C by the end of the first full school week in January.

f. The administrator must observe an employee at least one (1) time after the interim report and before the final evaluation. The administrator must observe an unsatisfactory employee at least two (2) times after the interim report and before the final evaluation. Each observation shall be made in person by the evaluator for a minimum of forty-five (45) consecutive minutes (but not less than one class period, where applicable).

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

g. Should an employee receive an unsatisfactory interim evaluation, District resource persons shall be used for consultant purposes to offer assistance to the employee.

h. The parties agree that if there are at least 60 calendar days between the first and last observation of a probationary teacher, the Tenure Act's requirement that a probationary teacher's evaluation be based on "…at least two classroom observations at least 60 days apart" has been satisfied.

i. The final conference for an unsatisfactory probationary or non-probationary employee shall be completed no later than the last school day before spring break but no later than April 1 in the case of probationary employees.

j. The final conference for a satisfactory probationary or non-probationary employee shall be completed no later than the first (1st) Friday in June or a later date if mutually agreed by the administrator and employee.

k. A non-probationary employee shall be evaluated on a Final Evaluation of Performance form (Appendix D) once per three (3) school years following the time lines a. through j. above unless there is an identified problem. In such cases, the forms and timelines in 5a. through 5j. above or, if necessary, the process in 12. below will apply. It is understood that the administration may, at any time, recognize effective performance.

6. Final Conference

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

7. Test Results

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

8. Notice of Dismissal

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

9. Grievance

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

10. Evaluation Workgroup

The development of the Final Evaluation of Performance form(s) shall be the responsibility of the Evaluation Workgroup. If the Evaluation Workgroup cannot reach an agreement on the evaluation form(s), the Superintendent or designee shall make the final decision. The evaluation form(s) developed by the Evaluation Workgroup shall be the primary evaluation form(s) used for evaluating employees.

11. Process for New Hire, Late Recall, Transfer

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

a. Such process will begin within ten (10) working days of the assignment with a conference between the employee and the supervisor.

b. Within twenty (20) working days of reporting to the assignment, the supervisor will furnish the employee with the timelines for this evaluation process.

c. The timelines as outlined in 5.f. through 5.j above shall be observed.

d. No tenured employee shall be dismissed due to an unsatisfactory evaluation under the provisions of this subsection (11.), unless the evaluation has commenced on or before January 9th of the year in which the dismissal recommendation is made.

12. Out of Sequence

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

a. The affected employee shall be notified in writing that this type of evaluation is commencing. Such notice shall include the name of the evaluator and the reasons for the decision to use this type of evaluation.

b. No later than ten (10) working days after notification to the employee, in a. above, the evaluator shall have a conference with the employee.

c. No later than the twentieth (20th) working day of this process, the evaluator shall provide the employee with a copy of the P.E.P. or another form to which they mutually agree.

d. No later than the thirtieth (30th) working day of this process, the evaluator shall observe the work performance of the employee for a minimum of at least forty-five (45) consecutive minutes (but not less than one class period). No more than twenty-four (24) hours after this observation, the evaluator shall submit a written report to the employee. If the evaluator is of the opinion that the performance of the employee is deficient in any respect, such will be specifically noted in this report.

e. No later than the thirty-fifth (35th) working day (and within five (5) school days of noting such deficiencies as outlined in d. above), the evaluator shall identify, in writing, specific ways/means/steps that the employee is to take to improve in the noted areas. Upon noting deficiencies and identifying ways/means of improvement, it shall be the evaluator's responsibility to provide definite positive assistance to correct the deficiencies. This report as well as any subsequent ones shall address the deficiency previously noted and the employee's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the employee is now performing satisfactorily in that area.

f. If an area of deficiency is noted, no later than the sixtieth (60th) working day a second formal observation shall occur and shall follow the procedure

outlined in d. and e. above. This report as well as any subsequent ones shall address the deficiency previously noted and the employee's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the employee is now performing satisfactorily in that area.

g. No later than the conclusion of the seventieth (70th) working day, an interim evaluation conference shall be held. The employee whose performance is deemed satisfactory shall have this evaluation terminated at this point. The employee whose performance is not deemed satisfactory shall continue the evaluation process.

h. At the interim evaluation conference, the parties shall review the results of the evaluation so far. Specific deficiencies in work performance which have been previously noted shall be discussed and a plan developed for dealing with each.

i. No sooner than the ninetieth (90th) working day nor later than the one hundredth (100th) working day, another formal observation shall occur after the interim evaluation conference in conformance with the requirements of d. and e. above.

j. No sooner than the one hundred tenth (110th) working day nor later than one hundred twentieth (120th) working day, the evaluator shall submit a final evaluation and recommendation regarding the employee's continued future employment.

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

ARTICLE 5

BOARD OF EDUCATION RIGHTS

A. RESPONSIBILITIES

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

B. AUTHORITY

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

C. ADMINISTRATIVE STAFF

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

ARTICLE 6

NEGOTIATIONS PROCEDURE

A. SUBSEQUENT YEARS

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

B. ASSOCIATION NEGOTIATORS

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

C. RECORDS AND INFORMATION

During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and

other conditions of employment for employees, the Board shall provide the Association with documents related to financial resources, budgetary requirements and allocation and any other related information which is presented to any regular and/or special meetings called by the Board to conduct official business or to any other governmental body.

D. TOTALITY OF AGREEMENT

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

E. MUTUAL CONSENT

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

F. LEAST RESTRICTIVE ENVIRONMENT

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

ARTICLE 7

JOINT COUNCILS/COMMITTEES

A. INSTRUCTIONAL COUNCILS

1. The Board and the Association hereby create a council known as the Instructional Council whose responsibility shall be to initiate policy changes which affect and determine the instructional program(s). The members of the Council shall establish processes for resolving issues which impact student achievement.

2. The Council shall be composed of seven (7) qualified employees to work with seven (7) qualified administrators. The seven (7) employee members shall be appointed by the Association, and the administrators shall be appointed by the Superintendent. It is encouraged that Instructional Council members serve a minimum of two (2) years. The Superintendent and GREA staff member shall be ex-officio members of the Instructional Council. The Instructional

Council chairperson shall also be an ex-officio member of the Staff Development Council.

3. The Board and administrative staff will consistently seek the Instructional Council's input before implementing policies which affect student achievement.

4. The Council shall meet on a regularly scheduled basis as determined by the Council. Classroom substitutes for employees where needed will be provided by the Board.

5. The Council may consult with employees, students and members of the community and shall be empowered to appoint subcommittees which will lead to improvement of instruction.

6. The subcommittees shall meet as directed by the Council and shall make regular reports of their findings to the Council.

7. The Council shall be the only agency to speak on behalf of the total teaching staff of the school system on instructional matters.

8. The Instructional Council shall annually consider appointing a committee to review the testing program and to make recommendations to the Instructional Council. The recommendations shall include, but not be limited to, the adequacy and appropriateness of tests given.

9. All necessary expenses for staff and clerical assistance as determined by the Council to carry out its responsibilities shall be provided by the Board.

B. STAFF DEVELOPMENT COUNCIL

1. A Staff Development Council shall be continued.

2. The Staff Development Council shall be composed of five (5) persons appointed annually by the Association and five (5) persons appointed annually by the Board, each of whom shall have served or are serving in mentoring, staff development, or school or program improvement roles during the 2001-02 or 2002-03 school years.

3. The Chairperson of the Staff Development Council shall alternate yearly between the two (2) parties. The chairperson shall also be an ex-officio member of the Instructional Council.

4. The council will assess and evaluate citywide and building/program staff development activities and shall

make recommendations concerning the structure and content of staff development.

5. The Council shall determine its meeting schedule and shall meet as scheduled only if a quorum of both parties is present at such meetings.

6. The Council may assume, but not be limited to, responsibilities in the following staff development areas:

   a. Surveying staff needs and interests
   b. Planning for future citywide staff development programs
   c. Reviewing existing and proposed programs
   d. Evaluating completed programs
   e. Disseminating information on available programs and funding sources
   f. Encouraging staff attendance at various staff development functions

7. All necessary expenses for clerical assistance needed by the Council to carry out its responsibilities shall be provided by the Board.

C. JOINT WORKLOAD REVIEW COMMITTEE

1. The Committee shall be composed of the Superintendent or designee, the Association President, the Association Uniserv Directors, three persons appointed by the Association, and three to five administrators named by the Superintendent.

2. The purpose of the Committee shall be to review and discuss exact class size and overload hour data and to mutually seek resolution of problems associated with class size and overload assignment.

3. Within ten (10) working days following the first count day of the school year and not later than fifteen (15) working days following the start of the second semester, the Superintendent or designee shall forward to the Association President, exact and specific class size and overload hour data. This data shall reflect the class size in each elementary classroom and the hour by hour class size for each secondary teacher. Further, the number and subject for each overload hour shall be shown by building.

4. Not later than ten (10) working days following receipt of the above data the committee shall meet to review, examine and discuss same consistent with its purpose as set forth in 2. above.

D. BOARD-ASSOCIATION ADMINISTRATIVE MEETINGS

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

E. SCHOOL SAFETY IMPROVEMENT WORKGROUP

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

The workgroup's charge is to:

1. Make recommendations to the Superintendent regarding school safety and student discipline issues.

2. Make recommendations for modifications to the school crisis management and emergency procedures manual.

3. Make recommendations to enhance the district's crisis response and prevention plan.

4. Make recommendations concerning an effective district-wide communication plan.

5. Review and make recommendations on specific safety-related procedures such as identification badges, MIOSHA Safety data sheets, etc.

6. Investigate alternative funding sources for safety and student discipline issues such as grants.

7. Plan and provide for training within existing budget constraints on all of the above.

8. Allocate two way radios and other safety related equipment as stated in Article 12 I.

ARTICLE 8

EMPLOYMENT QUALIFICATIONS

A. APPLICATION

Applicants for employment in the unit shall be recruited, screened, selected and hired by the Superintendent or by the Human Resources staff acting on behalf of the Superintendent of

Schools. A good faith effort shall be made to employ minority persons until the number of minority employees more accurately reflects the percentage of minority students enrolled by the Board.

B. EMPLOYEE HEALTH

1. Each employee shall possess and maintain sufficient good health (physical and mental) to adequately perform his/her respective duties and to carry out his/her responsibilities.

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

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

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

C. EMPLOYEE CERTIFICATION

Each new employee or employee transferred to a position requiring changed certification, who reports to work between September 1st and October 15th, shall file certification materials, including transcripts and birth certificate, with the Executive for Personnel Services within forty-five (45) calendar days of date of employment. Any such employee reporting to work after October 15th shall file such materials within thirty

(30) calendar days of date of employment. In the event the employee does not comply with the above, his/her personal contract will be revoked unless such time is extended by mutual agreement between the employee and the Office of Personnel Services provided the delay of submission of the materials is beyond the control of the employee.

D. PART-TIME EMPLOYEES

The Office of Personnel Services shall give consideration to a part-time employee(s) prior to hiring a new employee(s) for a full-time position(s).

E. EMERGENCY PERMITS

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

ARTICLE 9

TRANSFERS AND VACANCIES

A. TRANSFER PHILOSOPHY

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

B. DEFINITION OF CERTIFICATION/QUALIFICATION

The following requirements shall apply only to voluntary transfers, involuntary transfers and recalls.

1. Pre-school:

   Certification/endorsement as required by the State

2. Grades K-6:

   Certification/endorsement as required by the State

3. Grades 7 and 8:

   Appropriate certification/endorsement as required by the State, and

a. A major or minor in the subject area to which the employee is to be assigned, or

b. twelve (12) semester hours in the subject area

4. Grades 9-12:

Secondary certification in the subject area and a sufficient number of credit hours to meet the requirements of the North Central Association of Secondary Schools and Colleges as defined in the Policies and Standards for the Accreditation of Secondary Schools in effect as of the effective date of this Agreement.

5. Specialty Schools Specialist Positions:

(Vandenberg Creative Arts Academy Art Specialist; Vandenberg Creative Arts Academy Music Specialist; Vandenberg Creative Arts Academy Theater Specialist; Math-Science Academy at Harrison Park Math Specialist; Math-Science Academy at Harrison Park Science Specialist):

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

6. Preschool and Elementary Montessori Classroom Teachers:

Appropriate Montessori license is required.

7. Academia de Español (Southwest Community Campus):

Demonstrated oral and written fluency in Spanish. The Association will be provided a copy of the objective criteria used to measure fluency.

8. Bilingual and/or ESL Positions:

a. Determination of Need. By April 1 of each year, the Assessment and Evaluation Office or its Superintendent's designee will identify the number of LAU Category A-C students by grade level and building who have not been exited. By April 1 of each year the Human Resource Services Office will determine the number of currently employed qualified bilingual and ESL staff.

b. The District will designate and post vacant positions, either bilingual or ESL, based on the number of LAU students in the building and the Federal Office of Civil Rights (OCR) approved models as submitted to OCR on January 16, 1998. The District will provide annually to the Association all relevant data to support its designation of said positions, including a

list of newly approved OCR approved models, if any. The Association may designate a member to participate on the District-wide staffing committee in the spring. The District will notify the Association of amendments to its OCR Agreement or applicable laws or regulations which relate to the District's compliance. In addition, adult education ESL positions shall be covered by this provision.

c. The position shall first be filled with the most senior internal applicant with an appropriate bilingual or ESL or TESOL endorsement in the specified language. This endorsement may be from any of the 50 states.

d. If no individual (internal or external) applies with the appropriate endorsement, the position shall be filled with the most senior internal candidate who holds a full year permit from the Michigan Department of Education to teach bilingual or ESL students.

e. If no individual applies (internal or external) with the appropriate full year permit, the position shall be filled with the most senior internal candidate who holds a major or minor in bilingual or ESL or TESOL education.

f. If no individual (internal or external) with the appropriate major or minor applies, the position shall be filled with the most senior internal candidate who is working toward a bilingual or ESL endorsement (defined as enrolled in an approved bilingual or ESL program, has signed a statement of commitment to enroll in at least six semester hours of coursework each year toward the bilingual or ESL endorsement, and has participated in at least one District-approved bilingual or ESL training program) and who otherwise meets the appropriate requirements of Article 9, paragraph B.

9. Academic Advisor:

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

10. All Other Positions:

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

C. DELETION OF CERTIFICATION

An employee who has a minimum of twelve (12) years of seniority may declare himself/herself unavailable for assignment, reassignment or recall to all classes or subjects within an endorsement of the employee's certificate providing such declaration does not result in a new hire or create a part time position. No employee may declare himself/herself unavailable for assignment, reassignment or recall to an endorsement area in which he/she is currently working or last worked. Such declaration of unavailability may be altered each school year but must be done, in writing, to the Office of Personnel Services on or before January 1 of the school year prior to when the alteration is to become effective.

D. TIMING OF POSTINGS

Each year, the first posting of positions for the next school year shall be no later than May 1. This posting shall include all known vacancies defined in Article 9 J. All positions held by temporary contract employees shall be posted, if the position(s) are expected to be continued in the next school year.

E. TRANSFER RELATIVE TO SENIORITY

When a vacancy exists, the Board will make every reasonable effort to relocate an employee at the employee's request. When the applicant(s) is certified by the State of Michigan and meets minimal requirements, as outlined in Section B. above, for the position, the applicant with the most seniority (as defined in Article 10, Section A.) shall be granted the transfer. It is acknowledged and supported that student achievement is furthered when the employee and building/program are committed to the same educational philosophies and strategies. Therefore, the District is encouraged to place as much information as is reasonably possible concerning building/program philosophy or strategy on the job posting so that employees can make an informed choice about bidding on a position.

F. TRANSFER RELATIVE TO RACIAL BALANCE

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

G. TRANSFER PROCEDURE

1. Application for a position may be made at any time during the posting period for that position.

2. The employee must submit the transfer request to the Office of Personnel Services.

H. VOLUNTARY TRANSFERS

1. The Office of Personnel Services shall post all vacancies.

2. The postings shall be displayed in all buildings, on the District's website and a copy provided to the Association by email or other reasonable method.

3. Postings will be made available every Monday noon with the posting to close as of the end of the business day on Thursday. Each employee requesting consideration for a vacancy must submit his/her application for a posted position in writing to the Office of Personnel Services within the posting period. The District and Association shall cooperate to facilitate the ability to apply using email and/or the district website.

4. All vacancies shall be filled within ten (10) working days after the close of the posting unless the Association and Board mutually agree to an exception.

5. Any vacancy which occurs on or after two (2) weeks before the first staff report day of the school year shall be filled without posting at that time. However, the employee's assignment to the position shall not be permanent until after the position has been posted and filled as follows. For grades 9-12 and elective subjects in grades 6,7, and 8, these positions will be posted during the fall semester and the relocation will take place at semester break. For positions in adult education; special education; pre-K; grades K through 5; and core subjects in grades 6, 7, and 8, these positions shall be posted in the first spring posting and the relocation will take place at the start of the school year. For any Middle School positions assigned to both core and elective subjects, the determination will be made by using the majority of the position's assignment. Core subjects are Language Arts, Science, Social Studies, and Mathematics.

6. Beginning the first day of K-12 student instruction and ending the sixth (6th) Friday of the school year, the Board will have a non-posting period for those Adult Education positions which are filled by Adult Education employees reassigned within the division. However, positions filled by recall or by newly hired employees during this time period will be posted, and involuntary transfers shall be in accordance with Section I. below.

7. Notwithstanding the above, a voluntary transfer may be denied when the employee's immediate past performance evaluation or ongoing performance evaluation is unsatisfactory as reflected on a final or interim evaluation form on record at the time of the bid.

8. When a position is defined as vacant, said position will be posted and filled as set forth in 1. through 7.above.

   a. If the filling of the original vacancy creates a second and third vacant position, that position(s) will be posted and filled subject to the provisions and limitations outlined in 1. through 7. above except if a third vacant position is created as a result of the last posting in July. That vacant position will be posted for filling the second semester or following school year as set forth in 5. above.

   b. A position that is not staffed during the school year, after the operation of 5. and 6. above, and any other vacancy which remains unfilled after the posting period above, shall be filled by recall if there is someone on the recall list who meets the requirements of the vacancy.

   c. A position which is filled on paper for the subsequent semester or fall and cannot be temporarily filled by recall may be filled by a temporary employee or new hire at the Board's discretion.

   d. An employee temporarily placed in a vacancy which has been filled on paper will be considered to be in a temporary placement and shall be given notice of involuntary transfer at the end of the appropriate semester.

9. An employee shall be eligible for no more than one (1) voluntary transfer per year.

10. An employee who has successfully bid on a position in a building and who may only be assigned on paper shall be considered as part of that new building/program staff for the following semester (or following fall) for the purpose of Section I.1.a.1) below.

I. INVOLUNTARY TRANSFERS

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

   a. Type A Involuntary Transfer.

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

      1) To reduce an over-staffed building or program in which case the person(s) in the affected building

or program with the lowest seniority shall be transferred out of the building or program.

2) To close a building or eliminate a program.

3) To maintain a racial balance in a particular building or program as set forth in the Federal District Court Order of 1973. (Appendix D)

b. Type B Involuntary Transfer.

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

1) To resolve a personality conflict when both parties agree there is such a conflict.

2) An employee who volunteers for an involuntary transfer shall receive a type B involuntary transfer notice, regardless of the initial reason for the involuntary transfer.

2. Involuntary transfer process.

a. No later than April 24 of each year, the Board shall provide written involuntary transfer notices to all individuals whose jobs are known to be eliminated for the following school year. The list of individuals and positions of those bargaining unit members with seven (7) or less years of seniority will be available at the District office (1331 Franklin SE) and the GREA office (3100 29th SE).

b. Individuals receiving a Type A involuntary transfer notice and who have twelve (12) or more years of seniority shall have until 4:00 p.m. on May 15 (unless May 15 is a Saturday or Sunday, in which case the deadline will be 4:00 p.m. of the following Monday) to notify Personnel Services in writing if they wish to exercise their right to displace another as per Article 9 I. 5. They shall also indicate the person/position whom they wish to displace. Personnel Services will then begin processing the displacement requests in seniority order. If more than one person with an involuntary transfer notice attempts to displace the same individual, the most senior of those involuntarily transferred will be awarded the position. If the person awarded the position vacates it at a later date, the displaced individual will be offered his/her contractual "right to home" (Article 9 I. 4.). As per Article 9 I. 5., no more than 25% of a particular building or program staff may be displaced. The exercise of the bump of a less senior

person shall not preclude the later use of one or both of his/her two rights to bid into subsequently posted positions.

c. For those individuals receiving notice of involuntary transfer after April 24 of each year, 2 a. and 2 b. above shall not apply, and all contractual provisions shall apply.

3. Second Bid. An employee who receives a type A or B involuntary transfer notice shall have the opportunity to exercise a second successful bid.

4. Right to Home. Any employee who receives a type A involuntary transfer notice shall maintain the right to return to his/her previous building or program in the event a position for which he/she is certified and qualified is reauthorized prior to or during the subsequent school year. The position will be offered to the employee without posting and will only be posted in the event the employee chooses not to accept it.

5. Displacement. An employee with twelve (12) or more years of seniority who holds a type A involuntary transfer notice shall have the right to displace any other employee in the Bargaining Unit having seven (7) or less years of seniority providing the involuntarily transferred employee possesses the certification/endorsement and qualifications appropriate to the new assignment. This provision shall take full effect unless, by displacement, twenty-five (25%) of a particular building's and/or program staff is affected. The seven (7) or less years employee affected by the displacement may have the choice of lateral movement into an open position within the building and/or program, or become the applicant for the next available vacancy. An employee may not displace another employee if the displacement would cause the building or program to come out of racial balance as defined in Appendix D.

6. No employee, qualified as defined in Section B. above, shall be involuntarily transferred out of a middle school or a high school if it would be possible by rearrangement of existing assignments or schedules within that building/program to cause an involuntary transfer of a lesser senior employee out of that building.

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

J. VACANCY DEFINED

1. For the purpose of this Agreement a vacancy shall be defined as a position for which an employee is required and will be assigned or hired.

2. A position vacant as a result of an approved leave of absence under Article 16, Section D. 4., and Article 17, Sections B. and F., will not be considered as a vacancy and may be filled by a temporarily contracted person.

3. The actual vacancy created as a result of adding staff or as a result of the fact that an employee has retired, resigned, died, been discharged, or transferred shall be the vacancy posted.

4. Positions held by employees laid off in the spring shall not be deemed vacant until after July 15th. Positions which are anticipated to be open as a result of first semester layoff will be posted prior to the start of the second semester.

5. In addition to the requirements as outlined in Section B. above, posting of elementary positions shall include building and level, posting of secondary positions shall include building and department(s), all other postings shall include building(s) or program(s) of assignment. In bilingual postings, the language will be specified. Where appropriate, postings should include the name and number of a contact person and a description of the school, program and/or position expectations. Prospective applicants are encouraged to contact the school/program administrator and staff to become familiar with the expectations.

K. NOTIFICATION OF TRANSFER

1. The Association shall be informed of Pre K-12 and Special Education transfers in a format similar to that followed with newly hired employees. Adult Education transfers will be provided in a program format.

2. Said notification will be made within fifteen (15) days of the transaction.

L. EXPERIMENTAL OR PILOT PROGRAMS

Assignments or transfers to pilot or experimental programs (including charter schools) are granted at the discretion of the Superintendent or designee after consultation with the Association designee. Upon completion of the pilot or experimental program (the duration of which will be designated by the Superintendent or designee), the terms and conditions of the collective bargaining agreement will then apply. However, either party may demand to bargain over any transition issues.

M. UNFILLED POSITIONS

In the event there are no qualified applicants for a posted position, the District shall:

1. first recall a qualified employee from the appropriate list.

2. If there is no one on the recall list with appropriate certification, then the District shall fill the position(s) in one of the following ways:

   a. employ a qualified new hire, or

   b. seek a full year or emergency permit or temporary or annual authorization from the state to fill the position, the district will first offer the opportunity to accept the position to an employee who has received a type A involuntary transfer notice, or

   c. seek a full year or emergency permit or temporary or annual authorization from the state to fill the position with a new hire, or

   d. assign the employee in the system who has the lowest seniority with certification, license or approval as required by the State and meets the requirements as outlined in Section B appropriate to the assignment.

ARTICLE 10

SENIORITY - LAYOFF AND RECALL

A. SENIORITY

Seniority is defined as length of continuous service in positions represented by the Bargaining Unit (GREA).

1. Seniority begins for each employee on the day the employee reports for work as authorized, possessing the appropriate certification for the position held.

2. An employee who as a matter of law has been granted "transferred seniority" (i.e., a Special Education and/or an Adult Education employee whose program has been transferred from another district to Grand Rapids) shall bring with him/her all seniority accrued in his/her previous bargaining unit.

3. Any certified person who begins employment with the Grand Rapids Public Schools in an intern position shall accrue seniority during the internship. (Retroactive only to August 1, 1996.)

4. Seniority shall accrue throughout layoff and both paid and unpaid leaves for the remainder of the school year in which the layoff or leave occurs and the following school year or any segment thereof. An employee on leave through Article 17, Section F., shall continue to accrue seniority throughout the entire leave.

5. A Bargaining Unit employee who accepts a non-bargaining unit position with the District shall, upon return to a Bargaining Unit position, be credited with his/her previous seniority within the Bargaining Unit.

6. An employee working less than full-time shall accrue seniority in the same manner as a full-time employee.

7. An employee working more than the regular year (230 Day Program for example) shall accrue seniority in the same manner as a regular year employee.

8. Seniority shall terminate when:

   a. the employee resigns.
   b. the employee is discharged.
   c. the employee fails to return from layoff or leave of absence.

9. An employee added to the Bargaining Unit as a result of changes made in Article 2 of the 1982-84 Master Agreement shall have a seniority date no earlier than September 7, 1982.

10. Should additional criteria be necessary to break a tie, the following priority will be utilized:

    a. The transfer shall be given to the person with the highest total years of service in positions represented by the Association; if this does not break the tie then,

    b. The highest number of total years of employment for the Grand Rapids Board of Education; if this does not break the tie then,

    c. The highest number of years teaching in that Division (i.e., Elementary, Secondary, Special Education, Adult Education); if this does not break the tie then,

    d. The highest total of graduate semester hours on record in the Office of Personnel Services; if this does not break the tie then,

    e. The date and time of the letter offering employment into the bargaining unit; if this does not break the tie then,

f. The number of days the individual was employed as a substitute prior to hiring into the bargaining unit.

B. LAYOFF

In the event it becomes necessary through layoff to reduce the number of employees within the Elementary, Secondary, Special Education and Adult Education divisions, the proposed reductions shall be discussed with the Association prior to implementation.

1. The Board shall lay off by division (i.e., Elementary, Secondary, Special Education and Adult Education) to a point in time which may vary within each division.

2. Any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all Board paid benefits allowed therein. Upon recall, the individual's employment contract and all benefits under this Master Agreement shall be reinstated in full.

3. The Board shall give no less than thirty (30) days' notice to the employee being laid off (except as specified below). An employee may only be laid off at the end of any semester.

4. In conjunction with Article 21, Section A., it is intended that this Article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this Article.

5. Seniority shall continue to accrue through layoff subject only to the limitations of Section A., 4. above.

6. Any bargaining unit member who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the District the amount of unemployment compensation, upon the written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment to the district by September 30.

C. LAYOFF PROCESS

Written notice of layoff must be mailed to the affected bargaining unit members by the day following the first Board meeting of June, or June 4, whichever occurs first.

D. RECALL

The Board will establish in each division a recall in inverse order of layoff. The Board will make every effort to relocate each laid off employee at the employee's request.

1. Laid off employees shall be placed on a single master list which shall provide the opportunity for each employee to identify the areas for which he/she is qualified, certified and available. Each employee's current area will be identified in the first posting of the master recall list. "Area," as used herein, shall refer to: Elementary, Secondary, Vocational, Special Education, Bilingual, Adult Education. The list shall be constructed placing employees in seniority order and shall note current certification and/or qualifications as defined in Article 9, Section B.

2. The list will be published and posted in buildings throughout the district. Specific distribution will be determined by mutual agreement between the Association and the Board.

3. It is the responsibility of the employee to verify the accuracy of the certification and additional requirements identified on the list and to notify the Office of Personnel Services, in writing, within ten (10) working days of the date appearing on the list, if he/she wants to be added to or deleted from other areas for which he/she possesses certification. Proof of certification and/or additional requirements must be provided by the employee to the Office of Personnel Services.

4. Following the ten (10) working day period, Personnel Services will republish, within ten (10) working days, the final list. Recall will be based on this final list unless the employee later submits verification of certification and/or additional requirements subsequently gained in other areas. At such time he/she will be added, according to seniority, to the newly appropriate area. Should the person added to the area, as a result of newly attained certification and/or additional requirements, have the greatest seniority in the area, said employee will be the next individual recalled but will not displace a less senior employee previously assigned.

5. An employee on layoff shall initially be recalled by a letter sent by first class mail to the employee's address which is on file in the Office of Personnel Services.

   A copy of the letter will be sent to the Association office on the same day. The employee shall notify Personnel Services, in writing, of acceptance within five (5) working days from the date of the postmark. An employee who does not timely respond shall be sent the same recall letter,

marked "final notice," by certified mail and a copy of the letter will be sent to the Association the same day. If the employee fails to notify Personnel Services, in writing, within five (5) working days of the postmark stamped on the certified receipt or if the letter remains unclaimed for five (5) working days, it shall be exclusively presumed that said employee has terminated all employment with the District.

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

6. The list will be divided at the tenured/ probationary point. No probationary employee shall be recalled if there is any tenured person in any area certified for the position.

7. No new employee shall be hired while a laid off employee exists. Exception to this shall be made only when no one on the laid off list has the certification and/or additional requirements for the position.

8. An employee recalled to a position with less time than worked during the previous year or recalled to a division other than that in which the employee had his/her name appear shall have the right to refuse such a position without jeopardizing his/her recall rights.

ARTICLE 11

TRANSFER OF EMPLOYEE OUT OF UNIT

A. PURPOSE

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

B. PRESENT EMPLOYEES

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

C. APPLICATION

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

D. ANNOUNCEMENT OF VACANCIES

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

ARTICLE 12

WORKING CONDITIONS

A. REFERENCE MATERIALS CENTER

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

B. ROOM CONDITIONS FOR ALL BOARD OF EDUCATION OWNED BUILDINGS

The Board of Education shall provide where not presently available:

1. a desk for each employee with lockable drawer space;

2. enclosed space for employees to store coats, overshoes and personal articles;

3. storage space in each classroom for instructional materials.

C. TESTING AND EVALUATION

1. Upon request, employees shall administer adopted tests.

2. In selecting tests, preference shall be given to those tests which are machine scorable.

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

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

D. STUDENT HEALTH SERVICES

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

E. SAFETY CONDITIONS

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

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

F. FLU SHOTS AND INOCULATIONS

Flu shots will be provided at no expense to the employee at times and locations scheduled by the Board, or the Board will reimburse up to $10 for one flu shot per year.

The series of Hepatitis B inoculations will be provided at no expense to the employee provided the employee completes the series. The district may deduct the cost from the employee's paycheck if the employee does not complete the series. Subsequent series shall be provided at District expense if medical need is documented in a manner satisfactory to the Board.

G. SUPPLIES

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

H. DUPLICATING MATERIALS

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

I. TELEPHONE FACILITIES

A telephone shall be made available for professional use in all Board of Education owned buildings and units (see Building/Unit Council, Article 3, Section H.) Such phone shall be placed in a location conducive to private conversation. Said telephone shall not be located in the principal's/supervisor's office.

Each budget year for 2001-02 and 2002-03 only, the superintendent shall allocate $10,000 to the safety workgroup to be used exclusively for the purchase of two way radios or other safety related equipment for buildings or programs, provided there is no ongoing budget obligation imposed on such building or program. The workgroup shall allocate the funds based on need and cost effectiveness and shall develop or require reasonable guidelines for safeguarding such radios or equipment.

J. DEPARTMENT HEADS

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

1. Recommendation(s) to the building administration of candidates for department head position(s) may be made by the employees in each department.

2. When the assignment is made, the employee selected, and the assignment, shall be identified. Department heads shall be appointed as follows:

   a. Senior High Schools - English, math, science, social studies, business education, industrial arts, home economics, art, music and foreign language and/or physical education only if the department has at least four (4) full-time equated members. Full-time equated members are calculated by dividing the number of department sections by five (5) for buildings with a six-period day and by six (6) for buildings with a seven-period day.

   b. Middle Schools - English, math, science and social studies only if the department has at least four (4) full-time equated members. Full-time equated members are calculated by dividing the number of department sections by five (5). If there are fewer in any department, math-science and/or social studies-English will be combined and a department head will be appointed for the combination even if the minimum of four (4) is not reached.

   c. Department heads shall not be appointed to other extra compensation position(s) when there will be a conflict of duties or responsibilities.

3. DUTIES

a. General Functions

1) Coordinate departmental purchase and supply requests.

2) Maintain an inventory of departmental materials including equipment and supplies as directed by the subject supervisor (inventory to be taken biannually maximum).

3) Attend department head meetings as arranged by the principal and/or subject supervisor. Department heads will spend a reasonable amount of additional after-school time for this assignment.

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

b. Coordination Functions

1) Lead departmental curriculum studies and experimentation.

2) Plan and implement an in-service training program for teachers in the department at the building level and city-wide in conjunction with the supervisor and other department heads.

3) Interpret the curriculum to the building staff and the school community.

4) Acquaint the building staff with current materials and methods.

c. Other Functions (Senior High Only)

1) Coordinate department staff, facilities and scheduling of classes.

2) Visit departmental classrooms and provide teacher observation when released time is available. Building administrators will arrange released time for department heads as needed for the purpose of classroom visitations and teacher observations.

3) Interpret curriculum to feeder schools.

4. Department Head Reimbursement

a. Senior High

1) Three percent (3%) of BA base plus fifty dollars ($50.00) times the number of full-time equated teachers in the department.

2) Released time of one (1) hour if the number of equated employees is ten (10) or more. A department head with released time shall also be responsible for additional city-wide responsibilities.

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

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

5. Any department head who is desirous of retaining the department head assignment and who is not being recommended to continue such assignment for the next year shall have the privilege to:

a. discuss this matter with the principal.

b. discuss such action with the principal together with the appropriate administrator.

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

K. HOURS AND ASSIGNMENTS

1. General

a. Each employee recognizes his/her contractual responsibility to attend conferences and/or meetings called by other employees, the building/unit council and/or the administration to consider those problems related to the instructional program of his/her unit and/or students. Such meetings may involve a total staff or any portion thereof for such reasonable time as needed. In the event of schedule problems, the principal or immediate supervisor will assume responsibility for adjudicating the issue.

b. Employees shall have access to their classrooms or work area at least ten (10) days prior to the scheduled start of school.

c. The administrator shall provide to each employee access either to his/her classroom or a work area during preparation time.

2. Elementary Schools

a. Each employee shall be in the building at 8:30 a.m.

b. The teacher shall be in his/her respective classroom five (5) minutes before his/her first student responsibility at the beginning of the school day and be at his/her place of assignment at the beginning of the p.m. session. The teacher shall remain on duty after student dismissal to insure appropriate professional responsibilities (including provisions for the safe departure of students) are fulfilled. In common practice, this requires remaining at school approximately fifteen (15) minutes after the last student responsibility.

c. School hours for elementary students shall be as follows:

9:00 a.m.- 11:45 a.m. and 12:25 p.m.- 3:10 p.m.

d. School hours may vary according to transportation schedules. However, in no event shall the total time be greater than in c. above.

e. Planning and Prep Time

1) To enhance student education, the Board will provide elementary teachers (art, music, phys. ed., reading, science, or other areas) to continue the resultant teacher planning and preparation time at the 1999-2000 levels (i.e., an equivalent of 95 minutes per week). Classroom teachers are not required to be present in the classroom after the 1st session at the beginning of the school year, but are expected to use the time for preparation and planning.

2) When a teacher loses the planning time described in e.1) above, as a result of the Board's inability to provide a substitute, the teacher will be compensated at either the rate specified in Appendix C, 7. a, or compensatory time.

f. Employee Breaks

1) Each elementary employee, including elementary art, music, physical education, science, reading, and other teachers, shall have a duty free break not to exceed fifteen (15) minutes each morning

and afternoon. These breaks shall be provided following the first forty-five (45) minutes of the instructional sessions and before the forty-five (45) minutes prior to completion of the instructional sessions.

2) Each elementary principal and employee staff will develop a plan to cover breaks on a rotating basis with all employees routinely assigned to that building. Duty assignments shall be shared equitably by all employees. However, an art, music or physical education teacher shall not be required to perform rotating duty at more than one building.

3) If an elementary classroom teacher has supervision responsibility during the morning session, he/she will not receive a break if released that session for art, music, or physical education. If an elementary classroom teacher has supervision responsibility during the afternoon session, he/she will not receive a break if released that session for art, music, or physical education.

4) If a teacher on rotating duty has not received a fifteen (15) minute duty free break, and it is not feasible to schedule a break, he/she will be provided compensatory time or payment.

g. An elementary art, music, reading, science or physical education teacher assigned to an elementary building will not be scheduled for more student contact time per day/week than the average of the regular classroom teachers assigned to that building.

h. Each employee shall have a forty (40) minute duty-free lunch period.

i. Elementary Preparation - An elementary teacher shall not be required to make more than ten (10) different daily preparations from the following subject areas: reading, math, English, spelling, handwriting, science and social studies. For this purpose, a preparation is defined as a planned structure for teaching children who are grouped together for instruction.

j. Elementary art, music, or physical education teachers who are also assigned to grades 7 and/or 8 as a part of their elementary assignment shall remain under the same schedule requirements listed above for all elementary art, music, and physical education teachers.

3. Middle Schools, High Schools, and Alternative Schools

The hours in the middle schools, senior high schools, and alternative schools shall be determined by the Board upon recommendation of the Superintendent. The function of a classroom teacher includes scheduled instruction and/or equivalent alternate duty, preparation, homeroom and a responsibility for extra-curricular activities. Therefore, the following minimum duty time schedule for all classroom teachers in these schools shall be observed:

a. A classroom teacher shall be on duty a total of one thousand six hundred fifty (1650) minutes per week for instruction and/or alternate assignment, preparation and pupil conference time.

b. A classroom teacher shall have and use a minimum of two hundred twenty-five (225) minutes per week in a seven (7) period day and a minimum of two hundred seventy-five (275) minutes per week in a six (6) period day included in a. above for preparation activities related to planning and execution of the classroom assignment.

c. A classroom teacher shall be on duty to assume the responsibilities of a homeroom or alternate assignment as scheduled in addition to the time in a. above.

d. A classroom teacher shall be in his/her building fifteen (15) minutes before his/her first responsibility and in his/her respective room ten (10) minutes before his/her first pupil responsibility. The teacher shall remain in his/her room ten (10) minutes after his/her last pupil responsibility, in the building fifteen (15) minutes after his/her last responsibility.

e. Upon recommendation of the building council and administrator, the Administrator of Secondary Schools shall determine the homeroom schedule. Homerooms may be eliminated or revised when deemed educationally desirable by the Administrator of Secondary Schools.

f. Alternate Duties - Any teacher assigned less than one thousand three hundred seventy-five (1375) minutes of teaching assignment shall accept other duties (including substitute teaching) to complete the duties as outlined in a. above. Typically this duty will be classroom teaching; however, other duties such as study hall supervision, noon duty, etc., may be substituted upon mutual agreement of the principal and

teacher with the approval of the Administrator of Secondary Schools.

g. Class Preparation - No teacher shall have more than three (3) separate preparations a day with the exception of a teacher who is teaching special education classes. Nothing shall prevent any teacher, upon mutual agreement of the teacher and principal, from accepting an additional preparation.

4. Academic Extra Compensation and Hours

a. Each employee who receives academic extra compensation (Appendix C, Section 6., a.) shall normally work an eight and one-half (8 1/2) hour day with one (1) hour for lunch (8:00 a.m. to 4:30 p.m.). The above times may be altered by mutual agreement between the employee and his/her immediate supervisor provided the total working time does not exceed seven and one-half (7 1/2) hours.

b. Each employee who receives academic extra compensation (Appendix C, Section 6., b., c., and d.) shall normally work an eight (8) hour day with one (1) hour for lunch (8:00 a.m. to 4:00 p.m.). The above times may be altered by mutual agreement between the employee and his/her immediate supervisor, provided the total working time does not exceed seven (7) hours.

c. Each employee who does not receive extra compensation will work the same hours as classroom teachers with the exception of nurses, librarians, audiologists, media persons and Adult Education employees. These employees shall have a normal work day of 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch. These times may be altered by mutual agreement between the employee and his/her immediate supervisor providing the assignment reflects a seven (7) hour day.

5. Special Education Hours

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

6. Itinerant Employees

a. Each employee who works in two (2) or more buildings or programs shall have one (1) supervisor.

b. The itinerant employee shall have all matters which may result in scheduling conflicts between buildings and/or programs resolved by that supervisor.

c. The itinerant employee shall, if requested, supply to the building principal(s) a weekly work schedule.

d. The itinerant employee may be required by his/her supervisor to revise or alter his/her schedule from the hours normally worked by the classroom teachers in the building(s) he/she provides services. However, the overall length of his/her work day shall not exceed the length of the division to which he/she is assigned.

7. Adult Education Workload

a. The maximum workload for Adult Education employees shall not exceed twenty-five and a half (25.5) instructional hours per week including travel time.

b. Each employee assigned to Adult Education may be required to attend up to two (2) days in-service before the contract begins. Each employee will be paid for the in-service according to Appendix C., Section 8., c.

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

8. Employee Meetings

a. Each employee may be required to attend meetings as described below.

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

Second Monday - Collaborative time will take place in all schools for all employees unless employees must attend a departmental or city-wide meeting. Such meetings shall be two (2) hours in length. The content of this time must conform to state rules for professional development time. The priority order for the meetings is:

1. City-wide Professional Development/School or Program Improvement/Collaborative Planning (e.g. grade level sessions, district department, compensatory education, bilingual education, art, music, physical education, special education, etc.)

2. Building Department/Building Teams/Workgroups - These sessions are intended for collaborative planning and school/program improvement. Employees and administrators should follow the "Procedures and Guidelines for Collaborative Planning" (currently Appendix L) when planning and conducting the Second Monday meetings. Building administrators may make announcements at the Second Monday meeting. The building administration and SIT chair, in consultation with the building RA delegates, shall plan the activities for second Mondays. The content of this time must conform to State rules for professional development time.

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

Fourth Monday - GREA or Building administration. At the beginning of any GREA fourth (4th) Monday meeting the administration may make announcements.

However, on the fourth Mondays of November, January and April, after a GREA business meeting, the staff will engage in two (2) hours of professional development/school or program improvement/ collaborative planning activities. The GREA RA delegate(s) and SIT chair, in consultation with the building administration shall plan the activities for the three 4th Mondays. The content of this time must conform to state rules for professional development time. If agreed to by a 2/3 majority of the affected staff, this time may be rescheduled to another time

during the school year or on a day directly before or after the school year.

In the Adult Education division, the first (1st), third (3rd) and fourth (4th) Monday meetings may be scheduled on any day of the week (Monday through Thursday) on which the majority of the employees of a given program or building are scheduled for work. This day shall be established by the fourth (4th) week of each semester and shall remain constant for each semester. Adult Education city-wide meetings may be scheduled on days other than the rest of the District by mutual agreement between the GREA and the District.

b. Each employee, unless excused by the administration, shall attend each scheduled staff meeting. It is recognized that unexcused absences may fall under the employee discipline provisions of this agreement.

c. Employees acknowledge that in an emergency situation, a meeting may be called at any time. Additionally, the Tuesday after Labor Day may be used as the appropriate Monday.

d. The Executive Council may alter the above schedule to allow for special needs.

9. Employee Participation in Evening Functions

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

10. Travel Time

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

L. LUNCH PERIOD

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

M. PARENT-EMPLOYEE CONFERENCE

1. There shall be some released time for parent-employee conferences (see Appendix A).

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

N. JOB ASSIGNMENT

Each employee shall be given written notice of his/her individual assignment for the forthcoming school year not later than July 31 of each year.

O. PLAN BOOK

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

P. SUMMER SCHOOL

1. Compensation for summer school shall be determined by the Superintendent or designee, but shall be no less than $23.36 per hour. The rate paid shall be the rate on the posting; no contrary or oral agreements to the contrary shall be valid.

2. Selection

   a. Summer school positions shall be posted no later than the last week of the regular school year. It is understood that classes may be canceled due to lack of enrollment.

   b. The Superintendent or designee shall determine who to hire into summer school positions.

Q. CLASS SIZE

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

energy of the teacher is primarily utilized to this end. The number of students a teacher is required to instruct may be an important aspect of an effective educational program and the parties agree that class size should meet the following guidelines except in physical education, band, vocal music, keyboarding, study hall, experimental classes and any other large group instruction.

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

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

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

a. All students identified as handicapped by an individualized education planning committee (IEPC) and integrated into a regular classroom shall receive services in the specific handicap as stated in the IEPC.

b. School social workers' caseloads should not exceed one (1) school social worker to seventy-five (75) assigned students.

c. School psychologists' caseloads should be distributed equitably among all school psychologists based on an overall ratio of one (1) school psychologist to every one hundred twenty-five (125) students identified as LD, EI, EMI, PPI, AI, POHI, SMI, TMI, HI, VI, or SXI.

3. Whenever a teacher's class size is greater than the above and a teacher believes that the needs of the students are not being adequately met because of the class size, that teacher may, after the first ten (10) days of the school year, request relief following the procedure described below:

a. The teacher shall communicate with his/her immediate supervisor the relief sought and attempt to resolve the matter.

b. If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall notify the appropriate administrator. The administrator shall immediately acknowledge receipt of the request.

c. The administrator shall attempt to resolve the alleged adverse conditions within five (5) working days after receipt of written request.

d. In reviewing a class size problem, the administrator shall consider the following:

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

e. The administrator shall within five (5) work days report to the teacher a solution from the alternatives listed below:

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

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

g. Within five (5) working days following receipt of the teacher's appeal, the Superintendent or designee will meet with the affected teacher and his/her GREA representative to hear and consider the appeal.

Within five (5) working days following the above meeting, the Superintendent or designee shall render his/her decision. The Superintendent or designee may implement a solution from e. 1) through 8) above or another solution.

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

4. This Section (Article 12, Section R.) is excluded from the grievance procedure except in the event of any failure to observe the above procedure, the teacher may initiate a grievance, and the issue will be dealt with as a Type A grievance.

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

R. COMPENSATORY PAYMENT

1. When an employee is requested by his/her immediate supervisor and agrees to work hours longer than those to which he/she is regularly obligated by this Agreement, compensatory payment or time shall be granted as determined by the immediate supervisor.

2. If compensatory payment is approved by the supervisor, the employee will be paid as applicable in Appendix C, Section 7.

3. Accrual of approved time for payroll purposes will be on an hourly basis rounded to the nearest quarter hour.

4. Accrual of approved compensatory time will be on an hour for hour basis rounded to the nearest quarter hour.

5. Compensatory payment/time will not be authorized for:

   a. routine lesson plan development and grading of papers,
   b. attending IEPC meetings, or
   c. parent contacts and/or parent conferences.

6. All compensatory time must be recorded on a standard form which differentiates between hours of supervision and instruction.

7. Compensatory time must be used in the year in which it is earned, except that a maximum of twelve (12) hours may be reserved and transferred to the next school year.

8. Hours in excess of twelve (12) are to be paid off at the established rate in the then applicable collective bargaining Agreement. Payment will be made not later than June 30th of the current school year.

9. The restrictions established in Article 17, Section C., 1.e. shall not apply to compensatory time.

10. In the event of a transfer from one building to another, the compensatory time accumulated shall follow the employee.

11. Employees who have earned compensatory time in excess of the limits established by this section, may retain all hours earned prior to the 1989-90 school year. Such hours may be reserved and transferred from year to year. However, all future compensatory time earned shall be administered in a manner consistent with this section.

S. SHARED POSITION

1. Two (2) employees may agree to share one (1) full-time position with the approval of the Principal or supervisor. In the event the Principal or supervisor denies the job share request, and the employee(s) believe the permission was unreasonably denied, the employee(s) may appeal the decision to Human Resources. The decision of Human Resources is not subject to the grievance process.

2. Salary will be prorated to equal the percentage of contract worked.

3. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available.

4. The participating employees must agree to share a position for the duration of the school year.

5. A leave of absence without pay shall not be available to one (1) employee unless: (1) the other employee agrees to assume the position full-time, or, (2) an acceptable alternative is available, or, (3) the employee is disabled.

6. Both employees agree to participate fully in required activities such as evening functions (Article 12, Section K., 9.) and parent-employee conferences. One (1) of the employees will be present at all required staff meetings. The supervisor and the employees will submit in the written job share agreement, their mutual understanding of how the following will be handled: staff meetings, staff planning or training time, absences (i.e. will one sub for the other).

7. Both employees will be allowed insurance coverage pursuant to Article 14, Section G.

T. SUBCONTRACTING

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

1. It is agreed that a less than full-time bargaining unit member will be utilized only as a last resort (with the exception of those employees who voluntarily agree to job share as per Section T. above), and whenever work assigned to part-time employees can be consolidated in full-time position(s) that shall be done.

2. Prior to the assignment of any bargaining unit work to a person(s) outside the unit, this work will be offered to bargaining unit members as follows:

   a. The highest senior bargaining unit member who is under-utilized (i.e., does not have what is considered a full schedule of classes) and whose schedule will permit the addition of the work

   b. A bargaining unit member who is appropriately certified but on layoff. The refusal of a work load less than that which the employee had at the time of layoff shall not constitute grounds for loss of recall rights.

3. No employee covered by this Agreement shall be required to perform work which has been historically reserved exclusively for other bargaining units (except for the paraprofessional unit) except in emergencies, to prevent the disruption of instruction to students, or to preserve the health, safety and welfare of students, parent and/or professional colleagues.

4. Bargaining unit members will not be substituted for or replaced either in whole, or in part, by an intern.

5. For an assignment in Adult Education outside the limits of the Grand Rapids School District. The Board may deviate from the requirements of 2. above with notification to the Association.

ARTICLE 13

EMPLOYEE PROTECTION

A. CONTROL AND DISCIPLINE

Employees are principally responsible for the discipline and order of students under their supervision and in their building. An employee complying with Board Rules and Regulations and acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be supported and assisted by the Board. Employees and the Board are responsible for the enforcement of school regulations, rules and policies. Therefore, in all cases, the employee and the administration shall follow the

established disciplinary process including the Uniform Discipline Code. Whenever it appears to the employee that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation may be submitted to the administration and they shall take appropriate action.

B. PUPIL REMOVAL

1. A teacher may remove a pupil(s) from class to a place designated by the administrator when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student an intolerable detriment to the learning environment. In such cases, the teacher will furnish the principal as soon as reasonably possible the full particulars of the incident in writing. In such cases, the principal will communicate his/her action, if any, to the teacher in writing as soon as reasonably possible. If such communication does not occur, the teacher may contact the regional superintendent about the lack of communication. The regional superintendent's decision concerning the communication shall be final and not subject to grievance.

2. A teacher may recommend to the principal or designee suspension and/or exclusion of such pupil(s) from his/her classroom or the teacher may exercise his/her right under the state "snap suspension" law to remove the student from his/her class for the remainder of the day. In the event the teacher uses the "snap suspension" law, he/she must follow both District policy and the school code provisions regarding "snap suspensions."

C. ASSAULT

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

D. EMPLOYEE INJURY

In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional)on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including but not

limited to colds, flu, conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice; illnesses shall be covered under the sick leave provisions of this contract found in Article 17. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between that sum and the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in this Agreement.

E. STUDENT ASSAULT ON AN EMPLOYEE

In cases of an assault by a student or students on an employee, while the employee is acting in the line of duty, causing damage to the employee's personal property, including clothing, the Board shall make an equitable financial settlement for such loss with the employee involved. Such loss shall be reported immediately to the building/program administrator.

F. AUTOMOBILE VANDALISM AND/OR THEFT

Reimbursement to an employee for validated damage to his/her personal automobile due to vandalism and/or theft shall be made under the following conditions:

1. The employee is acting in the line of duty when such loss occurs.

2. The employee's insurance carrier or the employee has paid the first claim, (during the duration of this Agreement under condition 1. above) except the Board will pay the first one hundred dollars ($100.00) or the claim, whichever is less.

3. The items damaged or stolen are attachments to and are regular accessories of the automobile. Tapes, tape decks, CD players and CD discs are not attachments to or regular accessories of the automobile.

4. The windows of the automobile were closed and the doors and trunk locked.

5. The damage was properly reported to the police or school liaison officer and building/program administrator immediately after the discovery of loss.

6. The employee signs the claim form stating the damage and/or loss was, to the best of that employee's knowledge, done while he/she was acting in the line of duty and stating the location in which the automobile was parked.

   At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.

G. COMPLAINT ABOUT AN EMPLOYEE

1. Any complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall promptly be called to that employee's attention.

2. An employee being investigated by the Board shall be informed, before being asked any questions and before being requested to produce any information, that anything he/she says may be used against him/her in relation to his/her employment.

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

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

H. PROFESSIONAL BEHAVIOR

Abuses of sick leave or other leaves, chronic tardiness or absence, and other deficiencies in professional behavior reflect adversely upon the professionalism of district teachers and professional staff. If, after warning(s) in writing (copies initially retained by the administrator or supervisor), such deficiencies continue, the Board may institute discipline and/or evaluation procedures which may result in the employee's dismissal. Nothing in this section precludes the Board from initiating a written reprimand or more severe discipline when warranted by just cause.

I. REPRIMAND

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement without just cause. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue. Information forming the basis for the reduction of benefits provided in this Agreement will be available to the employee and the Association.

2. Before placing a written reprimand in an employee's personnel file, the administrator making the reprimand shall:

   a. present the employee being reprimanded a copy of the reprimand.

   b. give the employee an opportunity to have an Association representative hear the reasons for the reprimand.

   c. require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance or approval of the reprimand but is a verification that the employee is aware the reprimand is in his/her permanent file. The employee shall receive a copy at the time of signing.

J. ACCESS TO PERSONNEL FILE

An employee shall at all times have access to his/her personnel file which shall be maintained at the Board's main office. This file shall be the single and exclusive personnel file maintained with respect to each employee.

K. FREEDOM OF INFORMATION ACT

1. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resource Services not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.

2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.

3. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be

automatically redacted from any materials prior to the release of the file:

a. race
b. unlisted telephone number(s)
c. personal insurance information
d. social security number(s)
e. bank account information
f. credit union information
g. medical and/or psychological records, facts, or evaluations if an individuals identity would be revealed
h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)
j. documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves(including exhibits, testimony, etc.), prior to a final disposition on the charges
k. any disciplinary information more than four (4) years old, unless the disclosure is required by law
l. any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
m. student records or references to specific students as required by FERPA
n. evidence concerning authorization to work in the U.S.
o. employer references, as required under Bullard-Plawecki
p. educational transcripts
q. criminal history checks including fingerprints
r. documents pertaining to current litigation involving the requesting party
s. privileged attorney communications, opinions, work products

4. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the Employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Human Resource Services Office, but not yet converted to

physical education, resource room, compensatory education, bilingual education, etc.) will participate in the SIT day work of a building if it occurs on a day when they are normally assigned there.

b. In-building Professional Development/School or Program Improvement/Collaborative Planning Days (October 19, 2001 and October 18, 2002.) The building administration and the SIT chair, in consultation with the GREA RA delegate(s) shall plan the activities. The content of this time must conform to state rules for professional development time.

c. Second Monday - Collaborative time will take place in all schools for all employees unless employees must attend a departmental or city-wide meeting. Such meetings shall be two (2) hours in length. The content of this time must conform to state rules for professional development time. The priority order for the meetings is:

1. City-Wide Professional Development/School or Program Improvement/Collaborative Planning (e.g. grade level sessions, district department, compensatory education, bilingual education, art, music, physical education, special education, etc.)

2. Building Department/Building Teams/Workgroups - These sessions are intended for collaborative planning and school/program improvement. Employees and administrators should follow the "Procedures and Guidelines for Collaborative Planning" (currently Appendix L) when planning and conducting the Second Monday meetings. Building administrators may make announcements at the Second Monday meeting. The building administration and SIT chair, in consultation with the building RA delegates, shall plan the activities for second Mondays. The content of this time must conform to state rules for professional development time.

d. Fourth Mondays. On the fourth Mondays of November, January and April, after a GREA business meeting, the staff will engage in two (2) hours of professional development/school or building improvement/ collaborative planning activities. The GREA RA delegate(s) and SIT chair, in consultation with the building administration shall plan the activities for the three 4th Mondays. The content of this time must conform to state rules for professional development time. If agreed to by a 2/3 majority of the affected staff, this time may be rescheduled to another time

physical education, resource room, compensatory education, bilingual education, etc.) will participate in the SIT day work of a building if it occurs on a day when they are normally assigned there.

b. In-building Professional Development/School or Program Improvement/Collaborative Planning Days (October 19, 2001 and October 18, 2002.) The building administration and the SIT chair, in consultation with the GREA RA delegate(s) shall plan the activities. The content of this time must conform to state rules for professional development time.

c. Second Monday - Collaborative time will take place in all schools for all employees unless employees must attend a departmental or city-wide meeting. Such meetings shall be two (2) hours in length. The content of this time must conform to state rules for professional development time. The priority order for the meetings is:

1. City-Wide Professional Development/School or Program Improvement/Collaborative Planning (e.g. grade level sessions, district department, compensatory education, bilingual education, art, music, physical education, special education, etc.)

2. Building Department/Building Teams/Workgroups - These sessions are intended for collaborative planning and school/program improvement. Employees and administrators should follow the "Procedures and Guidelines for Collaborative Planning" (currently Appendix L) when planning and conducting the Second Monday meetings. Building administrators may make announcements at the Second Monday meeting. The building administration and SIT chair, in consultation with the building RA delegates, shall plan the activities for second Mondays. The content of this time must conform to state rules for professional development time.

d. Fourth Mondays. On the fourth Mondays of November, January and April, after a GREA business meeting, the staff will engage in two (2) hours of professional development/school or building improvement/ collaborative planning activities. The GREA RA delegate(s) and SIT chair, in consultation with the building administration shall plan the activities for the three 4th Mondays. The content of this time must conform to state rules for professional development time. If agreed to by a 2/3 majority of the affected staff, this time may be rescheduled to another time

during the school year or on a day directly before or after the school year.

e. Attendance. Schools or staff members who do not arrange for use of the professional development time or who do not complete their professional development time during the school year must complete the required time before the end of the school year. All employees are expected to work all of the time described above. If an employee does not work on these days, he/she will be docked at his/her daily rate of pay, unless that employee is absent due to a pre-approved paid leave. (The District will use the overpayment procedure.) Compensatory time, personal business days, etc. will not be approved for these days. Any exceptions must be authorized in writing by the Superintendent or designee.

B. SALARY SCHEDULES

1. The salaries of employees covered by this Agreement are set forth in Appendix B.

a. 2001-02 Deferred Raise

All of the 2000-01 pay steps will be increased 1.0% on the schedule. Longevity will not be increased. The retroactive payment for this increase will be made no later than June 30, 2002 to school year GREA staff still employed or on an approved paid leave as of the last scheduled work day. This will also be paid to the part one (December) VRIP participants, pro-rated to their actual days of service during the 2001-02 contract year. 230 day employees shall receive their retroactive amount no later than August 30, 2002. Appendix C increases are effective 2002-03. However, in no event will this language be interpreted to deny a VRIP participant (Plan One or Two) a 1% retroactive increase for all time worked or on paid leave during the 2001-02 contract year before the effective resignation date.

b. 2002-03 Pay Increases

1) GREA Deferred Raise. All of the 2001-02 pay steps shall be increased 1.5%. Appendix C hourly rates (paragraphs 7-8) will increase by 2.5% effective August 2002 for the 2002-03 year. The retroactive payment for the pay steps will be made no later than June 30, 2003 to school year GREA staff still employed or on an approved paid leave as of the last scheduled work day. Pro rata payments will be paid no later than June 30, 2003 to GREA staff employed during 2002-03,

prorated to their actual days of service during the 2002-03 contract year. 230 day employees shall receive their retroactive amount no later than August 30, 2003. Pro rata payments will be paid no later than August 30, 2003 to 230 day GREA staff employed during 2002-03, prorated to their actual days of service during the 2002-03 contract year. Longevity shall not be increased.

2) GREA Step 11 will also be increased by the following amounts (on schedule) depending on the number of permanent, full time GREA employees employed or on paid, approved leave on June 1, 2002, who retire or resign by August 1, 2002. This includes both those who participate in the VRIP and those who do not.

1.75%	If 225 or more terminate as defined
1.50%	If 200 to 224 terminate as defined
0.75%	If 175 to 199 terminate as defined
0.50%	If 135 to 174 terminate as defined

However, in the event there is a loss of GREA positions as a direct result of reductions in grant funding, the same number of positions shall be subtracted from these counts. In the case of 31A and Title I, there must be a net reduction in overall funding between 2001-02 and 2002-03 before the reduction affects this formula. The parties shall subtract only grant reductions or losses reasonably anticipated to be cut based on the most recently amended State School Aid Act, or if no Act exists, on the October 2002 MDE "State School Aid Update." This Step 11 payment shall also be made no later than June 30, 2002 or August 30, 2002 as applicable.

3) Additional compensation for 2002-03 shall be an issue in Interest Based Bargaining per the Framework/IBB Design Document.

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

2. The salaries for extra-curricular activities and additional assignments are as set forth in Appendix C.

3. Overpayment/underpayment - The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be made based upon the amount overpaid or underpaid over the past three (3) years. In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through

payroll deduction, for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.

C. PAY PERIOD

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

D. EXTRA-CURRICULAR ASSIGNMENTS

1. Payment for an extra-curricular assignment(s), other than athletics, that commences before the regular school year shall begin with the first (1st) paycheck and be evenly distributed among the remaining pay periods.

2. Payment for an extra-curricular assignment(s), other than athletics, that is made at the beginning of the school year but which duties commence after the beginning of the regular school year shall begin no later than the third (3rd) paycheck and be evenly distributed among the remaining pay periods.

3. Payment for an extra-curricular assignment(s), other than athletics, made after the school year has started shall begin as soon as practicable and be evenly distributed among the remaining pay periods.

4. Payment for an athletic extra-curricular assignment(s) (Appendix C., Sections 2. 3., and 4.) shall begin at the commencement of the designated season and shall be paid in full in equal installments over the course of the designated season with the following ending dates: Fall, December 31; Winter, March 31; Spring, June 30.

E. SUBSTITUTE TEACHING

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

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

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

G. INSURANCE BENEFITS

1. General Provisions

a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of premiums and shall not under any circumstances require the Board to provide the described benefits. The description of benefits in this Agreement are general only and shall be superseded by and controlled by the terms of the applicable insurance policy or plan.

b. In the event that an employee is disabled through an injury or illness covered by Worker's Disability Compensation, the employee's Hospital/Medical Insurance or Option Program, Dental Insurance, Vision Insurance, and Negotiated Group Term Life Insurance shall continue, with necessary premiums paid by the Board, for twelve (12) months. If the employee is still disabled after twelve (12) months, he/she may, at the employee's cost, continue insurance benefits and reimbursement programs, per a. above, subject to carrier approval.

c. Employees working at least 40% of a full-time equated contract are eligible to enroll in PAK A, or PAK B with cash in Lieu. Part-time employees who are 40% or more and who are enrolling in PAK A will pay their pro rata share of the cost of the health portion (single, two person, family) of the PAK A premium (prorated to actual time worked based on current contract), via payroll deduction. If the composite health portion rate (single, two person, family) rate is not available, the established COBRA rate for health only at the appropriate level (single, two person, family) will be used. For those employees enrolling in PAK B, the Board will pay the PAK B premium in full, and they shall receive a prorated amount (based on current contract) for Cash in Lieu. Employees working less than 40% are eligible to enroll in Cash in Lieu only, and the amount will be prorated to the time worked.

d. The Board shall make payment of PAK A premiums, or PAK B premiums and Cash in Lieu payments, for each qualified employee and his/her eligible dependent(s) as defined by the underwriters to assure insurance coverage for the full period covered by this Agreement.

1) Each employee who is notified in the spring of impending lay off shall have the summer premiums paid by the Board.

2) All other Hospital/Medical, Negotiated Group Term Life, Dental, Vision, LTD or Cash in Lieu changes will become effective the first of the month following the change of employment status.

e. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.

f. Payroll deduction shall be available for all MESSA programs and other programs approved by the Board.

2. Hospital/Medical Insurance

a. General Provisions

1) An employee may change the level of coverage only by written notification to the Business Office in accordance with the carrier's regulations during the annual open enrollment period or within 30 days of a qualifying event.

2) When spouses are members of this bargaining unit, not more than one may select Hospital/Medical coverage. The other may select the Option Program as set forth in 6. below. It is the intent of the parties to eliminate double coverage wherever possible.

b. Coverage [NOTE: See a. 2) above]

The Board shall provide without cost to the eligible employee one hundred percent (100%) of the premium costs of the following MESSA-PAK. Insurance coverage will comply with MCLA 388.1766d. If a member becomes eligible for Medicare and elects Medicare in lieu of MESSA Super Care I protection, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents.

For those choosing health coverage, the PAK A shall consist of:

1) Health: MESSA SuperCare I, XVA2 rider, $5/$10 prescription card; $100/$200 deductible; preventative care rider

2) Life Insurance: $40,000 with accidental death and disability

3) Dental: 80/80/80: $1,500; 80: $1,500 (except those with dental insurance through another source: 50/50/50/50: $1,300.)

4) Vision: VSP2

3. Long Term Disability

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

a. General Provisions

Negotiated Group Term Life Insurance, Dental Insurance, Vision Insurance and Negotiated Options, as otherwise set forth in this Agreement, shall continue for six (6) months following the month the insured becomes eligible to receive LTD benefits. Hospital/Medical Insurance, as otherwise set forth in this Agreement, shall continue for one(1) year following the month the insured becomes eligible to receive LTD benefits or until the disabled employee becomes eligible for retirement disability insurance, whichever occurs first.

b. Changes in Carrier

1) That the parties have mutually examined a proposal to change carrier for the long term disability program. Because the policy meets the minimum specifications set forth in the Master Agreement or certification booklet per letter of agreement, the District will act as the Board's designee.

2) To whatever extent the policy does not provide coverage meeting at least the minimum specifications in the Master Agreement and currently approved certification booklet, the Grand Rapids Public Schools will meet those requirements.

3) The parties agree that future changes of carrier will be made after mutually conducting a thorough evaluation to assure it meets the specifications

of the Master Agreement and currently approved certificate booklet.

c. Due to the three year rate guarantee, long-term disability insurance will be provided by The Standard during the life of this Agreement at the following coverage level: 66.67% benefits, monthly maximum (varies by contract), 2 year limit on nervous/mental; 2 year limit on alcoholism/drug; 2 year limit own occupation; $100 or 10% minimum benefit; survivor benefit; social security freeze-yes; maternity-same as any other disability; yes-freeze on offsets. For the GREA: 60 Calendar Day Modified Fill; for other groups: 90 Calendar Day Modified Fill. LTD is provided for GREA to those employed at least 50%; for all other groups, LTD provided only to full-time employees.

For employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue the full PAK at the Board's expense for the first six months. For the next six months, the Board shall continue the employee's then existing health only coverage levels.

4. Dental Insurance

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

5. Option Program

a. For those employees not electing Hospital/Medical Insurance (2. above) the Board will provide the following benefits in lieu of Hospital/Medical Insurance. The employee will receive the PAK B which includes:

1) Life Insurance: $50,000 with accidental death and disability

2) Dental: 80/80/80: $1,500; 80: $1,500 (except those with dental insurance through another source: 50/50/50/50: $1,300.)

3) Vision: VSP2

b. If the employee becomes totally disabled from any cause before reaching age sixty (60), the Negotiated Group Term Life insurance provided will be continued for the duration of his/her total disability without

payment of further premiums regardless as to whether or not the carrier is still in force.

c. Each Option Program member will be entitled to a cash payment of one thousand and seventy-five dollars ($1,075.00) annually. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The Board and Association will mutually agree to a 125 Plan to implement this. The plan year is December 1 through November 30.

1) Effective July 1, 2002, if a net total of 27 additional employees (from all five MEA-represented groups) convert from health insurance to the option plan, all "option" employees will receive $1,350 per year cash in lieu of.

2) However, if the total number of employees is reduced from 3009 for the 2002-03 school year, the number 27 in 2002-03 will be reduced proportionately.

3) Effective December 1, 2002, if a net total of 44 additional employees combined for both years convert from health to options, all "option" employees will receive $1,500 per year cash in lieu of.

4) However, if the total number of employees is reduced from 3009, these numbers (the 27 in 2002-03 and additional 17 in 2003-04) will be reduced proportionately.

6. The Board and Association agree that the MESSA PAK plan shall terminate on August 24, 2003, and shall not be extended without explicit written agreement. If the MESSA PAK is not explicitly extended, the MEA-represented associations shall choose one of the following:

a. All units shall revert back to July and August 2001 insurance plans; or

b. All units shall eliminate the preventative care rider; or

c. Any other option the parties mutually agree upon

H. TUITION REIMBURSEMENT

1. Qualifications

a. Each employee holding professional, permanent, continuing or life certification may qualify, provided

he/she is not eligible for tuition reimbursement from another source(s). Nurses, school psychologists, school social workers and therapists are eligible after completing three (3) years of Grand Rapids Public School employment.

b. Each employee on leave of absence without pay for study purposes may qualify provided the employee is not eligible for tuition reimbursement from another source(s).

c. Each employee on leave of absence with pay shall not qualify.

d. Course work may not interfere with the employee's regular assignment. Exception shall only be by approval of the principal or immediate supervisor.

e. Any employee eligible to receive tuition reimbursement must return to Board employment prior to payment.

f. An employee shall be required to repay the tuition reimbursement if he/she resigns or retires before he/she works at least thirty (30) work days after the completion of the coursework.

2. Course Approval

a. A request for reimbursement must be made in writing to the Benefits Office at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date and the name of the university or college offering the course.

b. Such course(s) must be for college graduate credit, workshop equivalent to college graduate credit, or be a Grand Rapids Community College course. Nurses will be reimbursed for undergraduate course(s).

c. The course(s) must be related to the employee's regular assignment. The administration's judgment of relevancy is final and binding and is not subject to the grievance procedure.

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

3. Tuition Reimbursement Rates

a. Courses taken at the University of Michigan, Michigan State University or Western Michigan University shall be reimbursed at the actual tuition rate charged.

b. Courses taken at other institutions shall be reimbursed at the actual tuition rate charged but shall not exceed the highest current rate of the universities referred to in a. above.

4. Tuition Reimbursement Eligible Hours

a. The maximum number of hours eligible for tuition reimbursement per year (September 1st-August 31st) for an employee working thirty (30) or more hours per week shall be:

Semester Hours - 6
Term Hours - 9

b. All other employees shall be reimbursed pro-rata according to the number of hours worked per week.

5. Tuition Reimbursement Application Procedures

a. Pre-approval of the course (see 2. above) must be obtained.

b. The employee must satisfactorily complete the course with a passing grade.

c. The employee must submit the tuition receipt to the approving party in 2.a. above for payment authorization.

d. The Business Office shall make payments according to its procedures.

ARTICLE 15

PLACEMENT ON SALARY SCHEDULE

A. PLACEMENT

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

B. CREDIT AND ADVANCEMENT

1. Credit on the schedule will be allowed for obtaining only one (1) Bachelor, Master, Specialist, Candidate or Doctorate degree.

2. An employee who works fifty percent (50%) or more of the preceding work year, including those on a temporary

contract, shall be granted one (1) step on the salary schedule unless otherwise prohibited by this Agreement.

C. EXPERIENCE

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

D. GRAND RAPIDS EXPERIENCE

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

E. HIGHER CLASSIFICATION ON SALARY SCHEDULE

1. Each employee who completes additional training and who is eligible for a higher classification on the salary schedule shall submit written proof of such eligibility and must apply in writing (by filling out the appropriate form) at the Office of Personnel Services prior to October 1st or February 1st of the semester in which the salary change is to be applied. The change from one (1) salary schedule to another shall be a horizontal step movement.

2. If an employee completes a higher degree but the degree has not been granted and submitted to Personnel Services on or before October 1st or February 1st, the additional remuneration shall not begin (i.e., earnings begin) until the beginning of the semester following receipt of the degree unless such time for submission is extended by mutual agreement between the employee and Personnel Services provided the delay of submission of the degree is beyond the control of the employee.

3. Each MA+ credit hour applicable to the MA+ salary schedule shall be earned subsequent to the issue date of the MA degree.

4. Grand Rapids Professional Growth credits will apply to the MA+ schedule. Professional Growth credits earned before the employee receives his/her MA degree will be applied to the MA+ schedule after he/she receives the MA degree.

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

A. PERSONAL ILLNESS LEAVE

1. Leave for personal illness shall be granted for disability because of substantiated illness, including pregnancy, or injury.

2. Any absence because of disability due to illness or injury which is not covered by accumulated leave days under Article 17 shall be leave for personal illness under this Article.

3. No benefits or salary will be paid during the leave.

4. Prior to return from such leave, the employee shall present satisfactory medical evidence that he/she is able to return to perform the essential functions required by the position. In addition, before the employee returns, the Board may, at its expense, require examination by health care providers of its choice.

B. OTHER LEAVES - GENERAL

1. Application

   a. Except for qualifying FMLA leaves or circumstances beyond the employee's control, application for unpaid leave of absence must be made, in writing, to the Office of Personnel Services not less than forty (40) working days before the commencement of the leave.

   b. The application must identify the type of leave requested and include all information supporting the request.

2. Grant or Denial

   a. The grant or denial of the application will be in writing.

   b. Such leave will be granted if it results in the return to work of an employee on layoff, provided it does not violate the Teacher Tenure Act.

   c. Notwithstanding paragraph b. above, such leave will not be granted if the applicant's last performance evaluation was unsatisfactory as recorded on a final evaluation form or if the applicant's pending evaluation is unsatisfactory as recorded on an interim evaluation form.

d. Notwithstanding paragraph b. above, consecutive leaves may be granted at the discretion of the Board.

3. Benefits During Leave

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

4. Duration of Leave

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

5. Notification of Return

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

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

6. Return

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

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

c. Upon Return From Leave

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

2) If the employee worked fifty percent (50%) or more of the scheduled work days in the school year in which the leave commenced, one step on the salary schedule shall be credited. Otherwise, the employee shall be placed on the same salary step as at the commencement of the leave.

7. Unexcused Leaves

An employee will not be paid for unexcused leaves and will not be paid for holidays if absent on unexcused leave either the scheduled work day immediately before and/or after a holiday (Labor Day; Thanksgiving; the day after Thanksgiving; Christmas; New Year's Day; Good Friday; Memorial Day; and for 230 Day employees, the Fourth of July).

C. FAMILY AND MEDICAL LEAVE ACT

1. The employer shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:

   a. the serious health condition of the employee; or

   b. the serious health condition of the employee's spouse, parent, or child; or

   c. the placement of a child for adoption or foster care; or

   d. the birth of employee's son or daughter and care of the infant

   Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. However, if the leave would qualify, under another provision of the master

agreement, for superior return rights, the superior rights shall apply.

3. The employee shall have the option of using accrued paid leave days, if available (as defined in Article 17, Section B). The remainder of the leave time will be unpaid. However, if an employee who has accrued leave days chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert paid days during the leave.

4. Medical, dental and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213(a)(2), will be expected to reimburse the District for the medical, dental and vision premiums or rate established for COBRA. Such reimbursement shall be deducted from the employee's payroll check upon return or from any remaining monies then owed the employee.

5. Seniority shall continue to accrue during the FMLA leave.

6. The employee shall have the right to take the leave on a reduced or intermittent schedule. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the employer to:

   a. take leave for periods of a particular duration; or

   b. temporarily transfer to another position offered by the employer for which the employee is qualified.

7. Whenever practical, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.

8. If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA.

9. The Employer reserves the right to require appropriate certifications as provided in the FMLA, except as specified in Article 17, Section B., 4. d.

10. In the event the FMLA is modified through legislation, rules, regulations, or court decision, the parties agree to negotiate concerning the effects, upon request of either party.

11. FMLA leave shall run concurrently with other applicable leaves of absence, if any.

D. OTHER LEAVES - SPECIFIC

1. Peace Corps, United States Government Teaching, Exchange Teaching

   a. After submitting a written request and upon approval of the Superintendent, any tenured employee will be granted a leave without pay for serving in the Peace Corps, exchange teaching, or teaching for the United States Government overseas. Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board. Such leave will not exceed two (2) years.

   b. Any employee who enters the military service of the United States shall be granted a leave of absence not to exceed the time for which an employee will serve in the military.

2. Self Improvement Through Study

   a. Upon approval of the Superintendent, a leave of absence without pay for up to one (1) year will be granted to any employee who desires study leave. Such leaves for study may be renewed upon approval of the Superintendent.

   b. A leave for study shall be placed in one (1) of the two (2) following categories:

      1) Study related to the employee's assignment or prospective assignment as determined at the time of application. The employee will, provided he/she was a full-time participant (the employee must submit written proof to the Office of Personnel Services upon returning) in the study program and upon returning from such, be re-employed and will be advanced on the salary schedule as if he/she were employed by the Board.

      2) Study not related to the employee's assignment or prospective assignments as determined at the time of application. The minimum qualifications for the returning employee shall be as follows:

a) He/She shall possess a provisional, permanent, continuing professional education certificate in the area in which the vacancy exists.

b) He/She shall possess eighteen (18) semester hours or the minimum required by the North Central Association in the area in which the vacancy exists or have taught in the area within the last five (5) years.

3. Public Office

a. Upon thirty (30) days notice and upon approval of the Superintendent, the Board shall grant a leave of absence for not more than three (3) weeks, without pay, to any employee to campaign for public office. If the employee does not exercise the leave of absence listed in b. below, the Board agrees to return the employee to the same position held prior to the leave.

b. If the employee is elected to the public office and it is necessary to discontinue his/her employment in the Grand Rapids Public Schools in order to fulfill the requirements of his/her political office, he/she may, at the discretion of the Board, be granted a leave without pay for the term of the elected office but said leave shall not exceed two (2) years.

4. Child Care

a. The Board shall grant a leave without pay, not to exceed one (1) year, to any employee for the purpose of caring for a newborn or a child who is or may be placed in his/her residence or is adopted or placed by a court of competent jurisdiction. However, the leave must terminate at the end of a semester, unless an exception is granted by the Superintendent or designee. It is understood that the foregoing sentence will mean, in some cases, that the actual duration of the leave exceeds one year.

b. Any employee placed on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void and therefore canceled.

c. Unless otherwise agreed according to 4a above, the employee will be returned at a semester break to the position the employee occupied prior to the beginning of the leave provided the actual duration of the leave does not exceed eighteen (18) months and the employee made the request in writing at the time the leave began.

5. Local Association Officer Leave

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

6. Career Exploration Leave

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

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

7. Short Term leave

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

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

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

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

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

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

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

d. An individual absent from his/her assignment through this approved leave will not be subject to the penalty identified in 9. below.

e. No employee may have more than one (1) short term leave in any school year.

f. A short term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for a number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.

8. Other Leaves

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

ARTICLE 17

LEAVES OF ABSENCE WITH PAY

A. RELIGIOUS HOLIDAYS

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

B. ACCUMULATED LEAVE DAYS

1. Each employee shall be eligible to earn leave with pay subject to the limitations provided herein and all days used shall be deducted from accumulated leave.

2. Rate of Accumulation

a. Each regular full-time employee shall earn leave days at the rate of ten (10) days per annum, provided he/she is employed for the full school year.

b. Each regular full-time 230 Day employee shall earn leave days at the rate of thirteen (13) days per annum, provided he/she is employed for the full school year.

c. The days shall become effective when the employee reports for duty as authorized.

d. Unused, earned leave days shall be cumulative for each individual employee. The amount of each employee's accumulation is unlimited.

e. Accumulated leave time shall terminate upon death of the employee or upon severance or suspension of employment except when a leave of absence is granted by the Board under the Leave of Absence provisions of this Agreement.

3. Proration

a. The days shall be prorated for any employee working less than full-time (on a partial contract).

b. Each employee who does not work a complete school year due to a layoff, a termination, a resignation, an unpaid leave, a suspension or placement on Long Term Disability shall have the leave days for that year prorated to the amount of days for which wages will be paid.

c. Each employee who does not work a complete school year due to being recalled or hired after the start of the school year, shall have the leave days for that year prorated to the amount of days for which wages will be paid.

d. Each regular school year employee filling a position for the summer segment of the 230 Day Program shall earn two (2) leave days for such segment.

e. Leave days for a Adult Education employee shall be deducted pro rata, based on thirty (30) hours, according to the time actually missed.

f. Any necessary payroll adjustment shall be made on the employee's last paycheck. The employer is hereby authorized to make any such adjustment, provided it is the appropriate amount, without specific written authorization from the employee. However, the employer will notify the employee in writing of the calculation of the adjustment in advance of the last paycheck.

4. Uses and Restrictions

a. Leave time may be used for absence from duty because of personal illness, injury or on orders of a physician to remain absent due to exposure to disease. In cases subject to Worker's Compensation Law, such

leave time may be used to supplement Worker's compensation so that the total amount paid an employee will equal but not exceed the regular salary for the period of absence from duty.

b. Leave time because of illness or injury of a relative or friend shall be allowed to provide for emergency arrangements and shall not exceed two (2) working days per each illness or injury.

c. Leave time not to exceed nine (9) working days per occurrence may be used for circumstances surrounding the critical illness (as determined by the appropriate attending physician) or death of a member of the immediate family (spouse, son, daughter, brother, sister, father or mother) of an employee or for another relative who stands in the stead of an immediate family member.

1) Leave time for death of other relatives shall not exceed five (5) working days per occurrence.

2) Leave time for death of friends shall not exceed two (2) working days per occurrence.

3) Leave time to attend the funeral of any person(s) not a relative of the employee shall be limited to no more than twenty-five percent (25%) of the employees in any given building or program on any one (1) day unless increased by the administration.

d. Any employee absent because of personal illness, injury or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the Superintendent to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The Superintendent, at his/her option, may require approval of any such medical certificate by another physician selected by him/her.

e. Each employee who is absent for purposes listed in this section on a day when school is canceled by the Superintendent and employees need not report shall not be charged for a leave day.

C. EMPLOYEE PERSONAL/BUSINESS LEAVE

1. Personal Business Days

Each employee may use, yearly, three (3) leave days for the employee's personal business which shall not be deducted

from his/her leave accumulation. An employee may, but shall not be required to, state the reason for this leave. Leaves will be granted under the following conditions:

a. The application shall be made on the form provided by the Board and processed according to administrative rules.

b. The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.

c. This leave shall not be utilized for recreational and/or hunting and fishing purposes.

d. Such leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).

e. The following limits on the number of days used will be followed unless increased by the administration.

   1) No more than thirty (30) employees may use such a day on any one (1) day.

   2) No more than ten percent (10%) of the employees in any given building or program having twenty (20) or more employees may use such a day on any one (1) day.

   3) No more than two (2) employees in any given building or program having nineteen (19) or less employees may use such a day on any one (1) day.

f. Unused days will accumulate as accumulated leave days.

D. LEAVES FOR OTHER PURPOSES

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

1. Absence when an employee is required to serve on a jury. Such leave for one (1) week or less shall be with full pay. Such leave for more than one (1) week shall be at full pay for the first week and after the first week at the difference between the regular salary and that amount received for such services during the school week.

2. Court appearances when subpoenaed as a witness in school related activities.

3. Approved visitation and/or participation which is requested by the employee to visit other educational programs is not to exceed two (2) days per school year. Application forms to be provided by the Board.

4. Attending any function when so requested by the administration.

E. ASSOCIATION LEAVE DAYS

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

F. ASSOCIATION PRESIDENT LEAVE

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

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

G. MISUSE OF LEAVE

Any misuse of any leave may result in disciplinary action.

ARTICLE 18

GRIEVANCE PROCEDURE

A. DEFINITIONS

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

1. Type A (Non-arbitrable) - A claim based upon an improper interpretation of this Agreement may be processed through Level Two.

2. Type B (Arbitrable) - A claim by one or more employees that there has been improper application of this Agreement may be processed through the final level including binding arbitration.

3. An "aggrieved employee" is the employee(s) who is directly affected and, therefore, makes the claim. The Association is the aggrieved when Association rights (limited to Articles 1; 2, Sections A. and E.; 3; 4, Sections D. and E.; 6; 12, Section U.; 15, Section C.; 17, Section E.; and 21, Sections A., B., C., D., and E.) have been allegedly violated. Association grievances will commence, in writing, at Level Two.

4. A "group grievance" with a common alleged violation which directly affects two (2) or more employees may be filed by the Association. If a group grievance is filed it must be signed by at least two (2) or more of the known affected employees and the Association President. Prior to the Level Two hearing the Association shall notify the Administrator of Labor Relations of additional affected employees. Group grievances will commence, in writing, at Level Two.

B. NONGRIEVABLE ITEMS

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

1. Failure to re-employ any employee on a probationary contract.

2. The placing of a nontenured employee on a third year of probation.

3. Except as to discipline less than discharge involving loss of pay as set forth in 4. below, any claim or complaint for which there is another remedial procedure or forum established by law including any discharge subject to the procedure specified in the Michigan Teacher Tenure Act.

4. It is recognized that any discipline less than discharge involving loss of pay by more than an amount equivalent to three days' compensation or transfer to a position carrying a lower salary is subject to either the Tenure Act or the grievance procedure but not both. The teacher will be advised of the option of electing to follow either the Tenure Act or the grievance procedure. The Association will provide the Board with a statement, signed by the teacher, indicating exclusively pursuant to either the Tenure Act or the grievance procedure. A decision to exercise rights pursuant to the grievance procedure is and shall be a clear and unequivocal waiver of rights pursuant to the Tenure Act. In any event the arbitration of

discipline under this provision may not be held sooner than forty-five (45) days following the Board's receipt of the signed statement provided herein.

C. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

D. PROCEDURE

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

1. Level One

a. An employee may, within five (5) working days of the occurrence of the grievance, orally discuss the matter with the principal or immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved employee shall file the grievance, in writing. The written grievance must be submitted to the principal or immediate supervisor within fifteen (15) working days of the occurrence of the grievance.

b. Three (3) copies of this written grievance shall be prepared by the employee and one (1) copy shall be sent to each of the following: the Association, the principal or immediate supervisor, and the Administrator of Labor Relations.

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

2. Level Two

a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a letter shall, within five (5) working days thereafter, be transmitted by the employee or the employee's representative to the Administrator of Labor Relations stating a desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.

b. Within ten (10) working days of receipt of such grievance, the Administrator of Labor Relations or his/her designee will meet with the Association to discuss the issues. The aggrieved may be present and shall be present at the request of either the Administrator of Labor Relations or the Association. A written answer shall be given within fifteen (15) working days after the meeting on the grievance.

c. An "Association" or "Group" grievance commencing at this level shall be filed within fifteen (15) working days of the alleged occurrence of such grievance.

3. Level Three

a. If the decision at Level Two is not satisfactory to the aggrieved, the grievance may be submitted for arbitration by written notice given by the Association within fifteen (15) days after receipt of the Level Two decision. An impartial arbitrator shall be promptly selected (within fifteen (15) days of receipt of the list of arbitrators) by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission, or a list from the American Arbitration Association in accordance with their rules and regulations with the requesting party liable for the filing fee.

b. The power of the arbitrator shall be limited to the interpretation of the application of the express terms of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of

this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.

c. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.

4. No grievance shall be processed unless initiated and carried to the next step within the time provided. All requests for reasonable extension of timelines will be honored provided they are made in writing, within the appropriate time period, with copies submitted to both parties.

E. EXPEDITED GRIEVANCE PROCEDURE

1. When either party so requests, a grievance (limited only to alleged violation of Article 9 and/or 10) may be submitted to an expedited grievance procedure.

2. The procedure is as follows:

a. A grievance so processed will be heard once internally at either Level One or Level Two. The choice of the level of hearing will be that of the Superintendent or his/her designee.

b. Within five (5) working days of the receipt of an expedited grievance, the Superintendent or his/her designee will indicate the level at which the grievance will be heard and establish a mutually agreeable hearing date no later than ten (10) working days after the receipt of the expedited grievance. The decision of the hearing officer(s) will be rendered within five (5) working days of the hearing.

c. In the event the decision of the hearing officer(s) indicated in b. above is not satisfactory, the Association shall have the right to submit the matter to expedited arbitration within five (5) days of the receipt of said decision.

d. Neither party shall submit to the arbitrator pre- and/or post-hearing briefs.

3. Any such grievance submitted by the Association must be identified as EXPEDITED and must be filed according to the timelines outlined in Section D., 2.c. above.

4. Any grievance filed as an alleged violation of an Article not stated in 1. above may, by mutual agreement between the Administrator of Labor Relations and the Association, be processed via the expedited grievance procedure.

F. GRIEVANCE HEARINGS

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

ARTICLE 19

SANCTIONS, STRIKES AND PENALTIES

A. NO STRIKE

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

B. ASSOCIATION VIOLATION OF STRIKE AND SANCTIONS

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

C. EMPLOYEE PENALTY

Willful violation of this Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. ASSOCIATION PENALTY

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

E. CAUSE OF DISCHARGE

Violation of any terms, sections or provisions of this Agreement by any employee or employees shall constitute just cause for disciplinary action up to and including discharge.

ARTICLE 20

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

A. ANNUAL APPOINTMENTS

1. All appointments to reimbursed extra-curricular assignments are annual appointments. Such appointment(s) become binding to the Board and the employee at the time the position(s) is authorized.

2. At the time the assignment is made, such assignment shall be accompanied with a written statement which shall name the employee, the assignment, responsibilities involved, the duration of the assignment and the compensation to be paid.

3. The Board shall not hire or appoint any non-bargaining unit member to an extra-curricular position when a qualified bargaining unit member applies, unless it is determined by the administration that a non-bargaining unit member is more qualified.

4. Extra-curricular assignments, carrying additional remuneration, shall not be automatically renewed each year. The building principal shall maintain the right to recommend to the Superintendent the candidate who has the best qualifications for the assignment (as provided in 3. above). An employee is not required to accept the assignment against his/her will.

B. APPOINTMENT PROCEDURE

Each principal shall annually recommend employees for appointment to each paid extra-curricular assignment authorized for the school year.

1. Coaches - The principal shall notify the coach, in writing, not later than five (5) days prior to the end of the school year stating his/her intention as to whether he/she will recommend reappointment, dismissal or placement on probation for the forthcoming year.

2. Other Positions - The principal's recommendations shall be submitted to the appropriate administrator.

C. RELEASE PROCEDURE

1. The appropriate administrator, after showing, in writing, due cause, may release or place on probation any employee at any time.

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

3. Any employee who is desirous of retaining an extra-curricular assignment and who is not being recommended to continue such assignment for the next year, shall have the privilege to:

   a. discuss the matter with the principal.

   b. discuss such action with the principal together with the appropriate administrator.

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

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

D. SATISFACTORY EVALUATIONS

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

E. CALENDAR FOR APPOINTMENTS

1. Each employee wishing to be relieved of appointment for the ensuing school year shall notify the building principal, in writing, prior to May 10th.

2. Each employee wishing to apply for any athletic position shall submit a written application to the principal of the building in which the vacancy exists and a copy to the Director/Athletics/Student Activities.

3. Each employee wishing to apply for any position other than athletic shall submit a written application to the building principal and a copy to the appropriate administrator.

4. Known vacancies other than athletic (Appendix C, Section 5.) for the ensuing year shall be published by the principal in his/her building for ten (10) working days prior to the fourth Friday in May; however, vacancies which occur before the second Friday in May shall be published by the principal in the affected building for five (5) days prior to filling the vacancy. An athletic vacancy shall be posted in accordance with Article 9, Section G., 1. through 4.

5. The Director/Athletics/Student Activities shall publish all known athletic vacancies of all Secondary Schools in each school building for a period of ten (10) working days prior to May 25th. No vacancy in a position listed in Appendix C, Section 2., will be filled without its being posted throughout the system for ten (10) days. This procedure will be in effect providing the position becomes vacant at least thirty (30) days prior to the official beginning of the activity. In the event a position becomes vacant within a thirty (30) day period prior to the official beginning of the activity, an interim assignment may be made. If an interim assignment has been made, the ten (10) day posting shall occur before the beginning of the following season of the involved activity. Athletic vacancies which become known during the summer shall be posted in the office of the Director/Athletics/Student Activities.

6. Each principal shall submit recommendations for appointments for the ensuing school year by May 30th for all positions for which, in terms of known staff and known needs, he/she can arrive at firm recommendations.

F. CLINIC PASSES FOR COACHES

1. With the approval of the building principal and the school athletic director and provided approval is granted by the Director/Athletics/Student Activities, the registration fee and travel allowance for senior high coaches and athletic directors to conventions and/or clinics shall be paid out of athletic funds. This is one (1) clinic or convention per coach per year.

2. Passes issued by the Board of Education for coaches and other athletic personnel attending events in an official capacity are to read "admit bearer and one (1) guest."

ARTICLE 21

MISCELLANEOUS PROVISIONS

A. INDIVIDUAL CONTRACT SUBJECT TO MASTER AGREEMENT

1. Any individual contract heretofore executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

2. Temporary Contracts

   a. A temporary contract will not be utilized in filling a newly authorized position. A temporary contract shall be issued to an individual who is temporarily filling a vacancy created by an employee who is absent due to a leave of absence or illness and plans to return before the end of the school year, or to an individual who is hired after the beginning of the school year to temporarily fill a position for the remainder of the semester or the year.

   b. The temporary contract shall include a termination date or will terminate upon the return of the regular employee.

   c. Each employee receiving a temporary contract shall be entitled to the same rights and benefits as other employees only during the period of the temporary contract. An employee who taught fifty percent (50%) or more of the year under a temporary contract shall be advanced one (1) step on the salary schedule if hired for a permanent position.

   d. When a substitute or non-Association person is needed to fill a position or vacancy for more than sixty (60) working days, that person will be offered a temporary contract for that position. Pay for the first sixty (60) working days of the assignment will be that which is paid for a regular substitute teacher in the district. Beginning with the sixty-first (61st) working day, the employee will be placed on the appropriate step within the appropriate salary schedule set forth in this Agreement. When a temporary contract is accepted by a laid-off employee, the working day period will be waived and the employee shall retain all recall rights.

e. A temporary contract employee will not be obligated to pay association dues until the sixty-first (61st) day of employment.

B. AGREEMENT SUPERSEDES RULES AND POLICIES

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. CONTRARY TO LAW

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

D. EQUALITY OF APPLICATION

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

E. COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced by the Association. The Board shall provide the association with 50% of reasonable cost of reproduction of 3000 copies. The board shall present one (1) copy to each Bargaining Unit Member now employed or hereafter employed by the Board during the term of this agreement.

F. ACTS OF GOD

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

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

2. Employees shall not be required to be in attendance on days when students are excused from schools due to inclement weather or when schools are otherwise closed due to Acts of God.

3. When schools are closed during the school day because of inclement weather, staffs will be excused by the administration as soon as they have completed the supervision of student dismissal.

4. When Act of God Days are rescheduled pursuant to the current State Aid Act or subsequent statutes, employees shall be required to report to work. Neither the closure of schools due to Acts of God, nor the rescheduling of such day(s) shall act to increase or decrease the amount of compensation due an employee in accordance with his/her step and level on the salary schedule, including all salary schedules/payments set forth in any of the appendices in this Agreement.

5. Should it become lawful, during the term of this Agreement, to permit Act of God Days without a requirement that such days be rescheduled, the parties agree to be governed by the provisions of 1., 2. and 3. above.

6. Should an Act of God Day cause the scheduling of additional student instruction time to meet the K-12 180-day or Adult Education hour requirement, the first make-up day for K-12 will be May 25, 2001. Additional day(s)/hours will be scheduled at the end of the school year.

G. ADULT EDUCATION EXEMPTIONS

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

2. Adult Education employees, represented by the Association, are classified as follows:

   a. Hourly

      Any employee working eight (8) hours or more per week for the first semester of employment.

   b. Contracted

      Any employee working eight (8) hours or more per week will be placed on a contract (first year probationary) following the first semester of employment.

H. REORGANIZATION

The Board will make every effort to avoid closure or reorganization of classrooms or programs after the school year has begun. However, in the event such a reorganization becomes necessary, a teacher affected by the reorganization shall be provided with at least one (1) full day of released time to prepare for the new assignment. Additional days may be granted at the discretion of the supervisor. In addition, if the

teacher has expended his/her personal funds for materials or supplies for the original assignment, the Board will reimburse him/her upon a showing of receipts.

I. PROBLEM SOLVING QUALITY INITIATIVE (PSQI)

The parties agree to establish a schedule of regular problem-solving meetings (no fewer than 9 times per year). The Association President, one Uniserv Director and two GREA members will represent the Association, who will be released as necessary. The Executive Director of Labor Relations or designee and three other representatives selected by the Executive Director of Labor Relations will represent the District. PSQI may establish subcommittees to make recommendations on various issues, as they see fit. Both sides may bring in resource people as they may find necessary. Letters of Agreement negotiated through this process will be subject to normal ratification processes.

J. EDUCATOR'S ASSISTANCE PROGRAM (EAP)

Effective with the 2000-2001 school year, all employees will be eligible for up to $160.00 annual reimbursement. Employees may apply for reimbursement only once per year, and must apply on the appropriate form, with original receipts attached. Expenses eligible for reimbursement include classroom resources, field trip expenses, professional or classroom supplies, professional publications, conference fees, home internet access, and computer software. Additional categories of expenses may be approved by mutual agreement of the Board and the GREA EAP (formerly ECTAP) Committee. All expenses must be related to the employee's professional assignment. When calculating the value of a substitute day, $100 per day will be used to account for the actual payroll costs. (i.e., payroll taxes, retirement costs, etc.)

ARTICLE 22

RETIREMENT

ACCUMULATED LEAVE DAYS PAYMENT

Any employee who has reached the age requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, thirty-five dollars ($35.00) for each day of unused leave days (accumulated at the time of retirement) or fifty dollars ($50.00) per year for Grand Rapids service, whichever is the greater.

ARTICLE 23

MENTOR TEACHERS

A. PURPOSE

1. Each teacher in his or her first three years of classroom teaching as defined in section 1526 of the Michigan Revised School Code will be assigned a mentor. The mentor shall be available to consult and advise the new teacher. The purpose of the mentor assignment is to provide the new teacher with a peer who can offer assistance, resources and information in a non-threatening and collegial fashion. The parties pledge their mutual support of the mentor concept to assist new employees in meeting the high standards of the Grand Rapids Public Schools.

2. In addition, the District may provide mentors to new employees not covered by section 1526 of the School Code. In this event, all of the terms of this article shall apply.

B. MENTOR SELECTION/ASSIGNMENT

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

1. Participation as a mentor shall be voluntary.

2. Within the available pool of qualified mentors, new teachers and mentors shall be matched within the same building or program to the extent reasonably possible. Documents identifying the assigned mentors shall be submitted to Human Resources by the principal or program supervisor.

3. As soon as reasonably possible after assignments are made, the list of mentors and new teachers shall be provided to the Association President.

C. MENTOR AUTHORITY

Because the purpose of the mentor/new teacher match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction in a non-threatening and collegial fashion, the parties agree that the relationship between the mentor and new teacher shall be confidential. Only the fact that a mentor was provided shall be mentioned on the new teacher's evaluation. The mentorship shall not be mentioned on the mentor's evaluation unless the mentorship was provided as the mentor's Professional Learning Plan (PLP) as described in section H. below. Neither the mentor nor the new teacher shall be called or required to testify as a witness in any grievance

or administrative hearing involving the professional competence of the mentor or new teacher, or the mentor relationship. However, nothing herein excuses the mentor or new teacher from testifying or cooperating with an investigation of alleged criminal or illegal conduct.

D. ADMINISTRATIVE SUPPORT

Upon request, the Administration shall make available reasonable release time using the allocated visitation days currently allowed in Article 17, Section D., 3 so that the mentor may work with the new teacher in his/her assignment during the regular work day.

E. NEW EMPLOYEE ORIENTATION

1. The District will continue to provide three days of new employee orientation immediately prior to the start of the school year, which will include at least the following topics:

   a. Mentor/probationer relationships
   b. District/building/program policies and procedures
   c. Successful performance evaluation
   d. Statutes which impact probationers and all teachers
   e. Instructional resources
   f. School or program improvement
   g. Staff development
   h. Special Education/Regular Education relationships
   i. GREA shall have 120 minutes on the agenda for GREA membership orientation and GREA contract orientation.

2. Employees hired after the beginning of the school year shall attend three evening orientation sessions scheduled by the District (typically no later than November 30), to satisfy the three day orientation requirement.

F. EXPECTATION

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

G. It is expected that mentors of first year new teachers shall document attendance at: A mentor orientation session scheduled by the district, up to four (4) organizational meetings with the new teacher, and meetings at least every other week with the new teacher.

H. The principal/supervisor and the mentor can make any of the following alternate arrangements for the first year of the mentorship:

1. If the mentor is scheduled for a sequenced evaluation, the principal/supervisor and mentor may agree to use the mentorship as the Professional Learning Plan (PLP).

2. At the secondary level, mentoring may be assigned by mutual agreement pursuant to Article 12, K, 3 f.

3. The Principal/Supervisor and mentor may agree on an appropriate amount of compensatory time for the mentor within the existing parameters for compensatory time (Article 12, R).

4. The Principal/Supervisor may agree to compensate the mentor of a first year employee $400 from the building budget.

5. Any other mutually acceptable arrangements.

I. In addition, mentors of a first year new teacher who meet the expectations described above (Section G), may, with the approval of the principal/supervisor, use second Monday meeting time and/or the fourth Mondays designated for professional development, for mentoring activities in which case the time will count as professional development time for both the mentor and the new teacher. This time must be documented in accordance with State rules for such time.

J. In the event the parties agree to continue the mentorship after the first year, the principal and mentor shall reach an agreement on the arrangement needed for the second and/or third year. If the compensation alternative is selected, the amount will be $200 in the second year of the mentorship and $100 in the third year from the building budget.

K. The Staff Development Council will evaluate the program during the 2001-02 school year. This may include surveying principals, mentors and new teachers participating in the program, reviewing the materials provided to the participants, reviewing the training, and reviewing the contract language of this article. The Council will issue a written report no later than July 31, 2002. Any proposed contract language changes shall be subject to approval by Human Resources and GREA.

Article 24

SHARED TIME

A. DEFINITION

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

B. AGREEMENT

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

C. PROBLEM-SOLVING

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

D. WORK YEAR

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

E. INDIVIDUAL CALENDARS

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

F. MEETINGS

On the first and third meetings of each month, employees are required to attend shared time staff meetings at 3:45 p.m. Employees who miss part of the meeting are responsible for obtaining the information from the meeting by contacting the shared time office.

G. PARENT-TEACHER CONFERENCES

In order to be eligible for paid conference exchange days, shared time teachers will attend 18 hours per year of school sponsored parent-teacher contact time as scheduled by their

assigned school(s). If 18 hours are not scheduled, the teacher shall discuss with his/her supervisor how to make up the 18 hours. If no agreement is reached, the teacher shall be assigned alternate duties to achieve the 18 hours.

H. SCHOOL CLOSING DAYS

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

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

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

1. There must be a substitute known to be available to provide coverage by no later than five (5) school days before the intended absence.

2. In the event there are not enough substitutes to provide coverage, GREA seniority order will be used to determine which requests will be honored.

3. So that the Shared Time Office has adequate time to assess if sufficient substitutes are available, and so that staff whose requests cannot be honored are given adequate advance notice, the following are the deadlines for making requests for use of personal days:

a. For Winter Break, the deadline is December 1.

b. For Martin Luther King Jr. Day, the deadline is the last day of school before the GRPS Winter Break.

c. For the Friday before Memorial Day (if GRPS is not in session), the deadline is March 28.

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

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

ARTICLE 25

DURATION OF CONTRACT

CONTRACT LENGTH

This Agreement shall be effective as of August 18, 2001, and shall continue in effect until August 24, 2003. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

THE BOARD OF EDUCATION OF
THE GRAND RAPIDS PUBLIC SCHOOLS

BY Brian K Craig

BY Amy C McGlynn

BY Marie Edlund
Its Chief Negotiator

THE GRAND RAPIDS
EDUCATION ASSOCIATION

BY Sue Maturkanich
Its President

BY Gretchen Pzjady
Its Chief Negotiator

APPENDIX A

GENERAL PROVISIONS

1. Exam Schedule - Secondary Division

First Semester - all secondary students A.M.; employees all day Wednesday, Thursday and Friday of the last week in the semester. Second Semester - all secondary students A.M.; employees all day for the last three (3) days of the school year.

2. Flexibility of Sessions

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

3. Flexibility of Schedule

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

2001-2002 School Calendar

AUGUST -- 2001

S	M	T	W	T	F	S	
			1	2	3	4	0
5	6	7	8	9	10	11	0
12	13	14	15	16	17	18	0
19	20	21	22	23	24	25	0
26	27	28	29	30	31		3

Total Student Days 3

SEPTEMBER -- 2001

S	M	T	W	T	F	S	
						1	0
2	3	4	5	6	7	8	4
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	5
23	24	25	26	27	28	29	5
30							

Total Student Days 19

OCTOBER -- 2001

S	M	T	W	T	F	S	
	1	2	3	4	5	6	5
7	8	9	10	11	12	13	5
14	15	16	17	18	19	20	4
21	22	23	24	25	26	27	5
28	29	30	31				3

Total Student Days 22

NOVEMBER -- 2001

S	M	T	W	T	F	S	
				1	2	3	2
4	5	6	7	8	9	10	5
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	2
25	26	27	28	29	30		5

Total Student Days 19

DECEMBER -- 2001

S	M	T	W	T	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	5
16	17	18	19	20	21	22	5
23	24	25	26	27	28	29	0
30	31						

Total Student Days 15

JANUARY -- 2002

S	M	T	W	T	F	S	
		1	2	3	4	5	0
6	7	8	9	10	11	12	5
13	14	15	16	17	18	19	5
20	21	22	23	24	25	26	4
27	28	29	30	31			4

Total Student Days 18

FEBRUARY -- 2002

S	M	T	W	T	F	S	
					1	2	1
3	4	5	6	7	8	9	5
10	11	12	13	14	15	16	5
17	18	19	20	21	22	23	4
24	25	26	27	28			4

Total Student Days 19

MARCH -- 2002

S	M	T	W	T	F	S	
					1	2	1
3	4	5	6	7	8	9	5
10	11	12	13	14	15	16	5
17	18	19	20	21	22	23	5
24	25	26	27	28	29	30	4
31							

Total Student Days 20

APRIL -- 2002

S	M	T	W	T	F	S	
	1	2	3	4	5	6	0
7	8	9	10	11	12	13	5
14	15	16	17	18	19	20	5
21	22	23	24	25	26	27	5
28	29	30					2

Total Student Days 17

MAY -- 2002

S	M	T	W	T	F	S	
			1	2	3	4	3
5	6	7	8	9	10	11	5
12	13	14	15	16	17	18	5
19	20	21	22	23	24	25	4
26	27	28	29	30	31		4

Total Student Days 21

JUNE -- 2002

S	M	T	W	T	F	S	
						1	0
2	3	4	5	6	7	8	5
9	10	11	12	13	14	15	3
16	17	18	19	20	21	22	0
23	24	25	26	27	28	29	0
30							

Total Student Days 8

First Day for Students 8/28/01 (full day)
August 31 No School
September 3 Labor Day
October 19 No School For Students/Staff Professional Development
October 29 Elem. Records Day (PM Instruction)
November 7, 8, 13 Parent/Teacher Conferences
November 21 District Closed*
November 22-23 Thanksgiving Holiday
December 24-January 4, Winter Break
December 24, 25, 31 & Jan. 1 - District Closed
January 16 - 18 Secondary AM Exams, PM Records
January 21 No School MLK Day*
January 22 Elem. Records Day (PM Instruction)

*Conference Exchange Days

January 22 Second Semester Begins
February 18 Mid Winter Break District Closed
March 15 Elem Records Day (AM Instruction)
March 20, 21, 26 Parent/Teacher Conferences
March 29 No School - Good Friday Holiday
April 1 - 5 Spring Break
May 24 Snow Day Make-Up if Needed - District Closed *
May 27, Memorial Day Holiday - No School
June 3 Elem. Records Day (PM Instruction)
June 10, 11, 12 Secondary AM Exams, PM Records
June 11, 12 Elem AM Instruction/PM Records

4/23/2002
Final

2002-2003 School Calendar

JULY -- 2002

S	M	T	W	T	F	S	tsd
	1	2	3	4	5	6	0
7	8	9	10	11	12	13	0
14	15	16	17	18	19	20	0
21	22	23	24	25	26	27	0
28	29	30	31				0
							0

total student days 0

AUGUST -- 2002

S	M	T	W	T	F	S	tsd
				1	2	3	0
4	5	6	7	8	9	10	0
11	12	13	14	15	16	17	0
18	19	20	21	22	23	24	0
25	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	31	3

8/27 first day for students, 8/30 no school

total student days 3

SEPTEMBER -- 2002

S	M	T	W	T	F	S	tsd
							0
1	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	7	4
8	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	14	5
15	~~16~~	~~17~~	~~18~~	~~19~~	~~20~~	21	5
22	~~23~~	~~24~~	~~25~~	~~26~~	~~27~~	28	5
29	~~30~~						1

9/2 Labor Day

total student days 20

OCTOBER -- 2002

S	M	T	W	T	F	S	tsd
		~~1~~	~~2~~	~~3~~	~~4~~	5	4
6	~~7~~	~~8~~	~~9~~	~~10~~	~~11~~	12	5
13	~~14~~	~~15~~	~~16~~	~~17~~	~~18~~	19	4
20	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~	26	5
27	~~28~~	~~29~~	~~30~~	~~31~~			4

10/18 No School - Program
Prof. Dev/Coll. Planning

total student days 22

NOVEMBER -- 2002

S	M	T	W	T	F	S	tsd
					~~1~~	2	1
3	~~4~~	~~5~~	~~6~~	~~7~~	~~8~~	9	5
10	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	16	5
17	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	23	5
24	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	30	3

Thanksgiving Holiday 11/27 - 11/29

total student days 18

DECEMBER -- 2002

S	M	T	W	T	F	S	tsd
1	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	7	5
8	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	14	5
15	~~16~~	~~17~~	~~18~~	~~19~~	~~20~~	21	5
22	~~23~~	~~24~~	~~25~~	~~26~~	~~27~~	28	0
29	~~30~~	~~31~~					0

winter break 12/23-1/3

Holidays: 12/25

total student days 15

JANUARY -- 2003

S	M	T	W	T	F	S	tsd
			~~1~~	~~2~~	~~3~~	4	0
5	~~6~~	~~7~~	~~8~~	~~9~~	~~10~~	11	5
12	~~13~~	~~14~~	~~15~~	~~16~~	~~17~~	18	5
19	~~20~~	~~21~~	~~22~~	~~23~~	~~24~~	25	4
26	~~27~~	~~28~~	~~29~~	~~30~~	~~31~~		5

Holidays: New Year's Eve 1/1, Winter Break Ends 1/3, 1/20 MLK Holiday

total student days 19

FEBRUARY -- 2003

S	M	T	W	T	F	S	tsd
						1	0
2	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	8	5
9	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	15	5
16	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	22	4
23	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~		5

Mid Winter Break 2/17

total student days 19

MARCH -- 2003

S	M	T	W	T	F	S	tsd
						1	0
2	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	8	5
9	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	15	5
16	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	22	5
23	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	29	5
30	~~31~~						1

total student days 21

APRIL -- 2003

S	M	T	W	T	F	S	tsd
		~~1~~	~~2~~	~~3~~	~~4~~	5	4
6	~~7~~	~~8~~	~~9~~	~~10~~	~~11~~	12	0
13	~~14~~	~~15~~	~~16~~	~~17~~	~~18~~	19	4
20	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~	26	5
27	~~28~~	~~29~~	~~30~~				3

Spring Break 4/7-4/11, Good Friday 4/18

total student days 16

MAY -- 2003

S	M	T	W	T	F	S	tsd
				~~1~~	~~2~~	3	2
4	~~5~~	~~6~~	~~7~~	~~8~~	~~9~~	10	5
11	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~	17	5
18	~~19~~	~~20~~	~~21~~	~~22~~	~~23~~	24	4
25	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	31	4

Potential Snow Day Make-Up, 5/23
Memorial Day 5/26

total student days 20

JUNE -- 2003

S	M	T	W	T	F	S	tsd
1	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	7	5
8	~~9~~	~~10~~	~~11~~	12	13	14	3
15	16	17	18	19	20	21	0
22	23	24	25	26	27	28	0
29	30						0

total student days 8

First Day for Students 8/27/02 (full day)
August 30 No School
September 2 Labor Day
October 18 No School For Students/Staf Professional Development
October 28 Elem. Records (PM Instruction)
November 6, 7, 12 Parent/Teacher Conferences
November 27 - District Closed*
November 28-29 Thanksgiving Holiday
December 23-January 3 Winter Break
December 24, 25, 31,1 - District Closed
January 15-17 Secondary AM Exams, PM Records
January 20 No School MLK Day*

*conference exchange days

January 21 Second Semester Begins
January 21 Elem Records (PM Instruction)
February 17 Mid Winter Break - District Closed
March 14 Elem Records Day(AM Instruction)
March 19, 20, 25 Parent/Teacher Conferences
April 7-11 Spring Break
April 18 No S chool Good Friday Holiday
May 23 - Snow Day Make Up if Needed - District Closed*
May 26 Memorial Day Holiday - No School
June 2 Elem. Records Day(PM Instruction)
June 9, 10, 11 Secondary Exams AM, PM Records
June 10, 11 Elem. Records Day(AM Instruction)

final calendar 4/02

Monday Staff Meeting Schedule
2001-02

FIRST MONDAY	SECOND MONDAY	THIRD MONDAY	FOURTH MONDAY
Bldging/Program Adm./School Improvement	Collaborative*	Bldging/Program Adm./School Improvement	GREA Collaborative*
Tuesday September 4	*September 10	September 17	September 24
October 1	*October 8	October 15	October 22
November 5	*November 12	November 19	*November 26
December 3	*December 10	December 17	December 24 **Holiday**
January 7	*January 14	MLK Holiday January 21	*January 28
February 4	*February 11	**February 18 Mid Winter Break**	February 25
March 4	*March 11	March 18	March 25
Spring Break	*April 8	April 15	*April 22
May 6	*May 13	May 20	May 27 **Holiday**
June 3	----------	----------	----------

*The content of this time must conform to state rules for professional development. Written agendas documenting topic and exact time must be kept with sign-in sheets by the building/program administrator.

Monday Staff Meeting Schedule
2002-03

FIRST MONDAY	SECOND MONDAY	THIRD MONDAY	FOURTH MONDAY
Bldging/Program Adm./School Improvement	Collaborative*	Bldging/Program Adm./School Improvement	GREA Collaborative*
Tuesday September 3	*September 9	September 16	September 23
October 7	*October 14	October 21	October 28
November 4	*November 11	November 18	*November 25
December 2	*December 9	December 16	December 23 **Holiday**
January 6	*January 13	MLK Holiday January 20	*January 27
February 3	*February 10	**February 17 Mid Winter Break**	February 24
March 3	*March 10	March 17	March 24
Spring Break	*April 14	April 21	*April 28
May 5	*May 12	May 19	May 26 **Holiday**
June 2	----------	----------	----------

*The content of this time must conform to state rules for professional development. Written agendas documenting topic and exact time must be kept with sign-in sheets by the building/program administrator.

APPENDIX B

1. 2000-01 Salary Schedule

School year - Based on 197 Earning Days (includes 7 paid holidays)

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$31,975	$35,360	$35,897	$36,077	$36,255	$36,433	$36,971	$29,518
2	$33,207	$36,895	$37,432	$37,611	$37,790	$37,969	$38,506	$30,132
3	$34,435	$38,435	$38,972	$39,152	$39,331	$39,509	$40,046	$30,746
4	$35,974	$40,280	$40,817	$40,996	$41,175	$41,353	$41,890	$31,360
5	$37,514	$42,122	$42,658	$42,839	$43,017	$43,196	$43,733	$31,975
6	$39,046	$44,275	$44,812	$44,991	$45,170	$45,349	$45,885	$32,899
7	$40,894	$46,425	$46,962	$47,142	$47,320	$47,498	$48,036	$33,821
8	$42,739	$48,887	$49,424	$49,603	$49,782	$49,960	$50,497	$34,745
9	$44,584	$51,347	$51,883	$52,063	$52,242	$52,420	$52,956	$35,665
10	$46,733	$54,114	$54,651	$54,830	$55,009	$55,187	$55,724	$36,588
11	$49,195	$56,880	$57,416	$57,597	$57,775	$57,953	$58,490	$37,514

230 Day Pay schedule- Based on 244 Earning Days (includes 8 paid holidays)

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$39,265	$43,422	$43,958	$44,139	$44,317	$44,495	$45,032	$36,248
2	$40,778	$45,307	$45,843	$46,023	$46,202	$46,380	$46,917	$37,002
3	$42,287	$47,199	$47,735	$47,916	$48,094	$48,272	$48,809	$37,756
4	$44,176	$49,464	$50,000	$50,181	$50,359	$50,537	$51,075	$38,510
5	$46,066	$51,726	$52,262	$52,442	$52,621	$52,799	$53,335	$39,265
6	$47,949	$54,369	$54,905	$55,085	$55,264	$55,442	$55,979	$40,400
7	$50,218	$57,009	$57,546	$57,726	$57,905	$58,083	$58,619	$41,531
8	$52,483	$60,031	$60,568	$60,748	$60,927	$61,106	$61,642	$42,665
9	$54,748	$63,052	$63,590	$63,769	$63,948	$64,583	$64,663	$43,797
10	$57,387	$66,450	$66,987	$67,167	$67,346	$67,525	$68,061	$44,929
11	$60,411	$69,847	$70,384	$70,564	$70,742	$70,921	$71,457	$46,066

2. 2001-2002 Salary Schedule - salary schedules include a 1% increase that is paid in a lump sum payment at the end of the fiscal year - see Article 14 B for further explanation.

School Year - Based on 193 Earning Days (includes 7 paid holidays)

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$32,295	$35,714	$36,256	$36,438	$36,618	$36,797	$37,341	$29,813
2	$33,539	$37,264	$37,806	$37,987	$38,168	$38,349	$38,891	$30,433
3	$34,779	$38,819	$39,362	$39,544	$39,724	$39,904	$40,446	$31,053
4	$36,334	$40,683	$41,225	$41,406	$41,587	$41,767	$42,309	$31,674
5	$37,889	$42,543	$43,085	$43,267	$43,447	$43,628	$44,170	$32,295
6	$39,436	$44,718	$45,260	$45,441	$45,622	$45,802	$46,344	$33,228
7	$41,303	$46,889	$47,432	$47,613	$47,793	$47,973	$48,516	$34,159
8	$43,166	$49,376	$49,918	$50,099	$50,280	$50,460	$51,002	$35,092
9	$45,030	$51,860	$52,402	$52,584	$52,764	$52,944	$53,486	$36,022
10	$47,200	$54,655	$55,198	$55,378	$55,559	$55,739	$56,281	$36,954
11	$49,687	$57,449	$57,990	$58,173	$58,353	$58,533	$59,075	$37,889

217 (formerly 230) Day Pay Schedule - Based on 231 Earning Days (see Appendix F for further details) - includes 8 paid holidays

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$38,654	$42,745	$43,395	$43,612	$43,827	$44,042	$44,693	$35,682
2	$40,142	$44,601	$45,250	$45,466	$45,683	$45,899	$46,548	$36,426
3	$41,627	$46,463	$47,111	$47,330	$47,546	$47,761	$48,410	$37,167
4	$43,488	$48,693	$49,343	$49,559	$49,775	$49,990	$50,639	$37,910
5	$45,349	$50,919	$51,568	$51,786	$52,002	$52,218	$52,867	$38,654
6	$47,201	$53,522	$54,171	$54,387	$54,604	$54,821	$55,468	$39,771
7	$49,435	$56,122	$56,770	$56,988	$57,203	$57,419	$58,069	$40,885
8	$51,666	$59,097	$59,747	$59,963	$60,180	$60,395	$61,043	$42,002
9	$53,896	$62,072	$62,719	$62,937	$63,153	$63,368	$64,017	$43,114
10	$56,502	$65,417	$66,065	$66,282	$66,498	$66,714	$67,363	$44,230
11	$59,470	$68,760	$69,408	$69,626	$69,842	$70,057	$70,706	$45,349

3. 2002-2003 Salary Schedule (minimum - may be increased) - salary schedules include a 1.5% increase that is paid in a lump sum payment at the end of the fiscal year - See Article 14 B for further explanation.

School Year - Based on 193 Earning Days (includes 7 paid holidays)

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$32,779	$36,249	$36,800	$36,984	$37,167	$37,349	$37,901	$30,260
2	$34,042	$37,823	$38,373	$38,557	$38,740	$38,924	$39,474	$30,890
3	$35,301	$39,402	$39,952	$40,137	$40,320	$40,503	$41,053	$31,519
4	$36,879	$41,293	$41,844	$42,027	$42,211	$42,393	$42,944	$32,149
5	$38,457	$43,181	$43,731	$43,916	$44,099	$44,282	$44,833	$32,779
6	$40,028	$45,389	$45,939	$46,123	$46,306	$46,490	$47,039	$33,726
7	$41,922	$47,593	$48,143	$48,328	$48,510	$48,693	$49,244	$34,672
8	$43,814	$50,117	$50,667	$50,851	$51,034	$51,216	$51,767	$35,619
9	$45,705	$52,638	$53,188	$53,372	$53,556	$53,738	$54,288	$36,562
10	$47,908	$55,475	$56,025	$56,209	$56,392	$56,575	$57,125	$37,508
11	$50,432	$58,311	$58,860	$59,046	$59,228	$59,411	$59,961	$38,457

217 (formerly 230) Day Pay Schedule (Minimum)- Based on 231 Earning Days (see Appendix F for further details) - includes 8 paid holidays

Step	BA	MA	MA+10	MA+20	MA+30	MFA/ MSW Spec	PhD	RN
1	$39,234	$43,386	$44,046	$44,266	$44,484	$44,703	$45,363	$36,218
2	$40,475	$45,270	$45,929	$46,148	$46,369	$46,588	$47,246	$36,972
3	$42,252	$47,160	$47,818	$48,040	$48,259	$48,477	$49,136	$37,724
4	$44,140	$49,424	$50,083	$50,302	$50,521	$50,740	$51,399	$38,479
5	$46,029	$51,683	$52,341	$52,563	$52,782	$53,001	$53,660	$39,234
6	$47,909	$54,325	$54,984	$55,203	$55,423	$55,643	$56,300	$40,367
7	$50,177	$56,963	$57,622	$57,843	$58,061	$58,280	$58,940	$41,498
8	$52,441	$59,984	$60,643	$60,862	$61,083	$61,301	$61,959	$42,632
9	$54,704	$63,003	$63,660	$63,881	$64,101	$64,319	$64,977	$43,761
10	$57,350	$66,398	$67,056	$67,276	$67,496	$67,714	$68,373	$44,893
11	$60,362	$69,791	$70,449	$70,671	$70,889	$71,107	$71,767	$46,029

4. Longevity Service

a. Two thousand one hundred and sixteen dollars and forty cents ($2,116.40) shall be added to the annual salary at the beginning of the seventeenth (17th) year of service and shall continue every year thereafter.

b. An additional one thousand and fifty-eight dollars and twenty cents ($1,058.20) shall be added to the annual salary at the beginning of the twenty-second (22nd) year of service and continue every year thereafter.

c. An additional one thousand and fifty-eight dollars and twenty cents ($1,058.20) shall be added to the annual

salary at the beginning of the twenty-seventh (27th) year of service and continue every year thereafter.

d. An additional one thousand and fifty-eight dollars and twenty cents ($1,058.20) shall be added to the annual salary at the beginning of the thirty-fourth (34th) year of service and continue every year thereafter.

e. Employees who previously received training steps as per previous collective bargaining agreements shall continue to receive them, and they shall continue to increase at the negotiated rate in effect for longevity steps.

5. Mileage Reimbursement

a. Any employee who, as a condition of employment, is required to travel during his/her work day shall be reimbursed per mile at the rate authorized. Actual mileage will be determined by measurement from the first location (reporting site) to subsequent location(s) during a given day. The distance from the last location of the day to any other location that the employee may travel shall not be included in the mileage.

The request for reimbursement must be on the forms provided by the Board and submitted not later than ten (10) working days following the end of each semester. Payment shall be in accordance with the rules and regulations of the Business Office.

b. Each employee required to drive his/her personal vehicle to location(s) outside of the District, except the Lincoln Campus, shall be reimbursed monthly for the round trip distance from the Grand Rapids City limits (nearest the employee's destination) to his/her destination or from the employee's home to his/her destination, whichever is the shorter, except any employee living within the school district in which he/she is assigned is not eligible for this (Section 3., b.)reimbursement.

c. Reimbursement shall be according to the current I.R.S. rate.

6. Calculation of Daily Pay Rate

When calculating the employee's daily pay rate, the annual salary shall be divided by the number of employee work days plus seven (7) holidays (Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day). The 230 Day employees shall have eight (8) paid holidays with July 4th being the eighth (8th).

APPENDIX C

1. Each percentage listed in this Appendix is a percent of the K-12 BA, Step One (1) salary (See Appendix B).

2. Grand Rapids Senior High School Coaches' Salary Schedule:

a.

Position & Sport	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Coordinator of Athletics	16% + 1 hour released time				
Varsity Football	16%	17%	18%	19%	20%
Asst. Varsity Football	8%	9%	10%	11%	12%
Reserve Football	8%	9%	10%	11%	12%
Asst. Reserve Football	8%	9%	10%	11%	12%
Freshman Football	6%	7%	8%	9%	10%
Asst. Freshman Football	5%	6%	7%	8%	9%
Varsity Basketball	14%	15%	16%	18%	19%
Reserve Basketball	6%	7%	8%	9.5%	11%
Freshman Basketball	5%	6%	7%	8%	9%
Varsity Track	10%	11%	12%	14%	15%
Asst. Track	5%	6%	7%	8%	9%
Freshman Track	5%	6%	7%	8%	9%
Varsity Baseball/Softball	10%	11%	12%	14%	15%
Reserve Baseball/Softball	5%	6%	7%	8%	9%
Freshman Baseball/Softball	5%	6%	7%	8%	9%
Varsity Wrestling	10%	11%	12%	14%	15%
Reserve Wrestling	5%	6%	7%	8%	9%
Freshman Wrestling	5%	6%	7%	8%	9%
Varsity Swimming	10%	11%	12%	14%	15%
Asst. Swimming	5%	6%	7%	8%	9%
Golf	6%	7%	8%	9%	10%
Tennis	8%	9%	10%	11%	12%
Cross Country	8%	9%	10%	11%	12%
Varsity Volleyball	10%	11%	12%	14%	15%
Reserve Volleyball	6%	7%	8%	9.5%	11%
Freshman Volleyball	5%	6%	7%	8%	9%
Varsity Gymnastics	10%	11%	12%	14%	15%
Reserve Gymnastics	5	6%	7%	8%	9%
Hockey	8%	9%	10%	11%	12%
Soccer	6%	7%	8%	9%	10%

b. Each coach will be placed on the foregoing schedule based upon his/her experience as a coach in the Grand Rapids Public Schools.

c. Promotion within a sport - The coach shall move to the corresponding level commensurate with his/her experience in that sport as a coach in the Grand Rapids Public Schools.

d. The first assignment as a coach in the Grand Rapids Public Schools will be at the first step in the above schedule,

but the administration may grant up to three (3) years outside coaching experience.

e. An assistant coach may be authorized by the Director/Athletics/Student Activities provided the team has twenty-five (25) or more members. Such determination will be made annually.

3. Cheerleading Coaches/Pom Pom Sponsors

a.

Position	1st yr.	2nd yr.	3rd yr.
Varsity	8%	8.5%	9%
Junior Varsity	6%	6.5%	7%
Freshman	5%	5.5%	6%
Varsity-Junior Varsity Combination	10%	10.5%	11%
Junior Varsity-Freshman Combination	8%	8.5%	9%

b. A cheerleading coach who coaches cheerleaders for one (1) athletic season (fall or winter) will be compensated one-half (1/2) of the rates in 1. above.

4. Grand Rapids Middle School Coaching Salary Schedule

a.

Position	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Intramural/Athletic & Prog. Dir.	11%	12%	13%	14%	15%
Intramural Activity Coordinator	$352.71/activity in 2001-2003				
7th & 8th grade Basketball	3%	3.5%	4%	4.5%	5%
Cross Country	3%	3.5%	4%	4.5%	5%
Girls' Basketball	3%	3.5%	4%	4.5%	5%
Boys' Basketball	3%	3.5%	4%	4.5%	5%
Girls' Volleyball	3%	3.5%	4%	4.5%	5%
Soccer	3%	3.5%	4%	4.5%	5%
Track	3%	3.5%	4%	4.5%	5%
Baseball/Softball	3%	3.5%	4%	4.5%	5%

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

c.

Seventh and Eighth Grade			
Cheerleading Coach	3%	3.25%	3.5%
Pom Pom Sponsor	3%	3.25%	3.5%

5. School Day Related Activities

*a.	Director of Senior High Vocal, Music, Band and/or Orchestra See Letter of Agreement in Appendix K	
b.	Coach of Debate	8%
c.	Director of Forensics	5%
d.	Senior High Dramatics Director	7%
e.	Other major events or activities as recommended by teacher and principal if approved by the Elementary or Secondary Administrator-	2001-2003
		$160.67
		$320.08
		$480.11
		$640.19
		$800.23
f.	Senior Class Advisor	14%
g.	Junior Class Advisor	4%
h.	Sophomore Class Advisor	4%
i.	Freshman Class Advisor	4%
j.	Department Head (See Article 12)	
k.	Student Council - Senior High	7%
l.	Student Council - Middle School	3%
m.	Student Activity Director - Middle School	3%
n.	Elementary Safety Sponsor	6%
o.	Stage Manager - Senior High	4%
p.	Stage Manager - Middle School	2%
q.	Senior High yearbook without a class	8%
r.	Senior High yearbook with a class	5%
s.	Senior High newspaper without a class	6%
t.	Senior High newspaper with a class	3%
u.	Senior High yearbook and newspaper without a class	10%
v.	Senior High yearbook and newspaper with a class	9%
w.	Middle School yearbook without a class	6%
x.	Middle School yearbook with a class	3%
y.	Middle School newspaper without a class	4%
z.	Middle School newspaper with a class	3%
aa.	Middle School yearbook and newspaper without a class	8%
bb.	Middle School yearbook and newspaper with a class	7%
cc.	Elementary Technology Contact Person	3%
dd.	BOEC	3%
ee.	DECA	3%
ff.	BOEC and DECA	5%
gg.	Special Olympics Coordinators/Coaches at the discretion of the Special Education Director	4%

6. Academic Extra Compensation

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

7. Substitute and Overload Assignment

a. Each employee who substitutes shall be compensated at the rate of $23.36 per each hour taught or granted compensatory time credit as provided in Article 12, Section S. Effective August 2002, the rate will be $23.94.

b. Each employee in the secondary schools who is assigned an overload of more than the normal twenty-five (25) classroom hours per week for supervision or control purposes shall be compensated at the rate of $21.42 per each hour taught. Employees shall have up to three (3) paid absences per semester. Effective August 2002, the rate will be $21.96.

c. Each employee in the secondary schools who is assigned an overload of more than the normal twenty-five (25) classroom hours per week for instructional purposes or each employee in the Adult Education, ABE, ESL, HSC or GED Program, who is assigned an overload of more than the normal twenty-five and one half (25.5) hours per week for instructional purposes shall be compensated at the rate of $30.19 per each hour taught. Effective August 2002, the rate will be $30.94.

d. Each employee in the elementary schools who is assigned an extra duty for supervision or control purposes which exceeds the elementary work day as described in Article 12, Section K., shall be compensated at the rate of $21.42 per each hour of supervision or control. Effective August 2002, the rate will be $21.96.

8. Assignments Beyond the Work Day or Work Year

a. Each employee required to participate in curriculum committees as approved by the Instructional Council and/or the Assistant Superintendent of Elementary, Secondary, Adult Education and Compensatory Education Instruction shall be compensated at the rates of $20.41 per each hour of participation. Effective August 2002, the rate will be $20.92.

b. Each employee who teaches Drivers' Education, after school and summer; Adult Basic Education, English as a second language, High School Completion or GED except those noted in 7., c. above; or Summer School shall be compensated at the rate $23.36 per each hour taught. Effective August 2002, the rate will be $23.94.

c. Each employee required to attend an in-service/workshop shall be compensated at the rate of $72.93 per each day of attendance. Effective August 2002, the rate will be $74.75.

9. Middle School Bookstore Manager Rates

Category	Rates per Student	No. of Students (4th Friday)
Books	65 cents	0 - 1,000
	38 cents	1,001 - over
Supplies	32 cents	0 - 1,000
	19 cents	1,001 - over

A minimum annual rate shall be based on 500 students.

10. High School Bookstore Manager Rates 14%

11. Nurse

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

APPENDIX D

1. Court Order

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

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

2. Implementation

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

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

Buildings/Programs by division are as follows:

Elementary and Preschool Buildings

Aberdeen
Academia de Español (Southwest Community Campus effective 2002-03)
Alexander
Alger
Beckwith
Blandford/Zoo
Brookside
Buchanan
Burton
Campau Park
Campus Arts & Literature
Campus Early Childhood Center
Coit (Coit Arts & Sciences Academy)
Congress
Covell
Dickinson
East Leonard
Eastern
Fountain
Franklin (Southwest Community Campus effective 2002-03)
CA Frost
Hall
Harrison Park
Harrison Math/Science Academy
Henry Park Paideia
Heritage Child Development Center
Hillcrest Environmental Science Academy
Huff
Jefferson
Ken-O-Sha
Kensington
Kent Hills
Madison Park
Mulick Park
North Park
Oakdale
Ottawa Montessori
Palmer
Ridgemoor CDC
Riverside
Roosevelt Park
Shawmut Hills
Shawnee Park
Sherwood Park
Sibley
Sigsbee Park
Southeast Academic Center
Stocking
Straight
Vandenberg (Coit Arts & Sciences Academy)

Wellerwood Montessori @ North Park
West Leonard

Alternative Education
Day Treatment/Night Watch
Juvenile Justice Programs

Correctional Institutions
Kent County Sheriff's Honor Camp
Kent County Correctional Facility

Secondary Buildings
Central High
Creston High
Ottawa Hills High
Union High
Iroquois Middle
New Century Montessori
Northeast Middle
Riverside Middle
Westwood Middle
City High/Middle
Park
Grand Rapids Technical High
Oak Industrial Center
Pine Academy
Waalkes Center
West Michigan Academy for Hospitality Sciences
Work Service Programs
Youth Career Development Center

Special Education Programs
Community Based Occupational Training
Homebound Hospitalized
Ken-O-Sha Center
Kent Vocational Options
Lincoln Developmental Center
Lincoln
Northwest Side Learning Center
Shawnee Hearing Impaired
Southside Learning Center
Special Education Services
St. John's
Itinerant Psychologists
Itinerant Resource Room Teachers
Itinerant Social Workers
Itinerant Speech Pathologists
Kent Education Center:
    Oakleigh
    Mayfield
    Beltline

West Middle Adult Education Center
Various Satellite Sites
Adelante/Hispanic Institute
Church of the Servant
United Methodist Community House
Business and Industry on Oak Industrial Drive
Creston Alternative Ed
Ottawa Second Shift
Grand Rapids Job Corps

3. Contract

Deviations from the contract requirements of Article 9, Section D., of the Master Agreement will be made if the contractually appropriate transfer would either cause an out of compliance building/program not to move to compliance or cause an in-compliance building/program to move out. In such cases the Board will transfer the racially appropriate candidate with highest seniority (Article 9, Section H., 1.a.3) and H., 1.b. Transfers).

The Board shall post positions with racial designations wherever needed.

When there is a vacancy for which there are no racially appropriate applicants and there are persons unassigned, the Board shall follow these steps:

a. Place the highest senior employee of the appropriate race, from the unassigned list, who is properly certified and qualified for the position, offering this employee options whenever possible; unless this employee is nontenured and there are tenured, properly certified employees on the unassigned list (although they may be racially inappropriate for the vacancy).

b. If a. above does not fill the vacancy, and there were applicants from existing staff, the highest senior appropriately certified and qualified applicant shall be moved into the position even though he/she may be racially inappropriate.

c. If there were no applicants for the vacancy and a. above does not fill the position, then the Board shall place the highest senior properly certified and qualified employee unassigned even though he/she may be racially inappropriate for the vacancy.

d. If the vacancy is not filled by operations a. through c. above, the Board shall hire a properly certified and qualified person of the needed racial group or force transfer the lowest senior appropriately certified and qualified employee of the needed racial group unless his/her transfer would cause the building to which he/she

is currently assigned, to go out of compliance. In such case the second lowest senior person shall be selected and so on.

If the end result of an Article 9, Section H., 5. displacement would cause an out of compliance building/program not to move toward compliance or cause an in compliance building/program to move out, the displacement order will be adjusted so the racially appropriate person is displaced or the employee originally affected may select another site.

4. Affirmative Action

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

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

There shall be established an Affirmative Action Monitoring Committee composed of an equal number of representatives of the Association and of the Board. The Committee shall monitor implementation of Article 8, Section A., of the contract. It shall also monitor the implementation of Article 9, Sections E. and H., 1.d., and Article 10, Section C.

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

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

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

b. Recalled employees

APPENDIX E

State Required Minimum Number of Hours of Pupil Instruction

The 2001-2002 and 2002-2003 school calendars are based upon 181 scheduled days of student instruction and 1098 instructional hours.

APPENDIX F

230 DAY EMPLOYEES

GRPS and GREA agree that during the 2001-2002 school year:

1. The employees assigned to the "230-day" special education program shall work a year consisting of 217 student attendance days (218 scheduled). On one of the scheduled days students shall be dismissed for a staff school improvement day.

2. The employees shall receive eight (8) paid holidays, as per current contract.

3. Each employee shall have four (4) off-duty days per year with no loss of pay during the 2001-2002 230-day program school year, subject to the restriction that they must be scheduled by August 15, 2001.

4. No school will be scheduled for June 24, 25, 26, 27 and 28 and July 1, 2, 3, 4 and 5 of 2002, and staff shall not be paid for these days (except July 4, which is a paid holiday). In all other respects, including professional development, the K-12 calendar will be followed.

5. Employees assigned to the program continue to be entitled to take every third summer off without pay, subject to the restriction that they must schedule it by August 15, 2001 for the summer of 2002.

6. The parties agree to negotiate a calendar for 2002-2003 if a waiver is sought by the District or KISD.

7. The 230 day salaries for 2001-2002 will be calculated in the following way:

   a) The K-12 salary schedule for 2000-2001 will be divided by 193 to establish base daily pay rates for each pay step.

   b) The negotiated percentage increase shall be applied to each of these steps.

   c) Each daily pay amount will be multiplied by 231, the number of earnings days for "230 day employees" in the 2001-2002 school year.

   Each employee who is employed less than the full work year shall have the days prorated to the time worked.

8. The above is not applicable to adult education assignments/programs.

APPENDIX G

Framework/IBB Design Document

1. Introduction. This Framework Document applies to all MEA-Represented bargaining units (GREA, GRAEOP, GRACEN, GRESPA, GREOA). The terms and conditions listed here are a part of each unit's Tentative Agreement.

2. Tentative Agreements. The tentative agreement for each of the five MEA units consists of this Framework/IBB Design Document, the unified tentative agreements, and the separate tentative agreements applicable to each unit. Ratification of each individual contract by each unit shall mean and include ratification of this Framework/IBB Design Document and the other tentative agreements as applicable to each unit and the unified tentative agreement.

3. Duration. Each unit has entered into a tentative agreement for a two year contract. The GRESPA and GRAEOP agreements are effective July 1, 2001 and expire June 30, 2003. The GREA and GRACEN contracts are effective August 18, 2001 and expire August 24, 2003. The GREOA contract is effective August 14, 2001 and expires August 24, 2003.

4. IBB Process. Because the parties have a mutual desire to negotiate in the future using a collaborative bargaining model, the parties agree to the following:

   a. No earlier than April 1, 2002, but no later than June 1, 2002, all bargaining team members for all of the negotiations teams shall be trained in the Interest Based Process as developed by the National Education Association and the North American Association of Educational Negotiators. The two facilitators shall be mutually selected by and acceptable to the parties. If needed, the Board shall provide paid release time from work for three (3) days for all participants. The Associations shall pay for the costs of any food or rooms for the training for all participants. The fees and expenses of the two facilitators shall be shared equally, with the Board paying half and the Associations jointly paying the other half.

   b. At a time to be mutually determined by the parties upon completion of the training, the parties shall begin collaborative bargaining with the assistance of the mutually selected facilitators.

   c. The issues in IBB shall ultimately be determined and prioritized by the parties with the assistance of the facilitators using the IBB collaborative bargaining model. Each party may submit a tentative list of issues to the IBB process. It is understood that among the issues to be referred to IBB are: additional compensation, if any, for 2002-03; the successor agreements for each of the five MEA units; and the individual issues identified by each party.

APPENDIX H

Driver Education Program

1. Effective September 2001, the Driver Education program shall be conducted by the Board as part of its enrichment programs and therefore shall not be subject to the terms and conditions of the GREA Master Agreement, except as stated herein.

2. All GREA bargaining unit employees currently employed as Driver Education instructors shall be retained as instructors at an hourly rate of $23.36/hour through the 2001-02 and 2002-03 program years, provided the proposed budget revenues based on 1320 students is met. If revenue projections are not met, the number of instructors shall be reduced as follows: first, non-GREA instructors shall be reduced and second, GREA bargaining unit employees by seniority in the GRPS Driver Education Program. For purposes of this paragraph, "seniority" shall mean the number of sessions taught by the instructor. In the event of a tie, the tiebreaker provisions of the Master Agreement shall apply.

3. GREA unit employees who serve as Drivers Ed instructors shall continue to receive all benefits required by law, such as MPSERS.

4. If needed, during the 2001-2003 driver education program years, additional instructors may be hired from outside of the GREA unit. Non-GREA unit employees, hired as instructors, are not subject to this Letter of Understanding. Their terms and conditions of employment as independent contractors shall be determined by the Board.

5. Effective September 2003, the Board shall determine in its sole discretion who shall be employed as instructors and what the terms and conditions of their employment shall be.

6. This Letter of Understanding shall be implemented immediately pursuant to the Extension Agreement dated August 3, 2001.

APPENDIX I

School Closings, Mergers and Consolidations

The parties recognize that the Board of Education is making decisions on closing and consolidating buildings and programs under the "Strategic facilities Plan (SFP)."*

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

1. At least 90 calendar days before any building closing, merger or consolidation, all affected staff will be notified in writing. The notice shall include the reason(s) for the building closing, move, merger or consolidation, and specify where the program is being relocated to (if any). The notice shall include a letter, to be mutually agreed to between GREA and GRPS that specifies the bargaining unit members' rights concerning bidding, involuntary transfers and assignment.

2. Upon request of any of the affected staff member(s), a meeting will be held with representatives from Human Resources and GREA to answer questions and clarify these rights.

3. In the event a building or program is moved to another building location, the principal shall make reasonable effort to arrange reasonable work-time to allow teachers to pack and unpack (for example, students in assemblies, field trips, etc.). In the event such work time is not provided, teachers shall have the individual choice of packing and unpacking materials on their own time, or their materials will be packed and unpacked for them. The Board will continue to supply all needed boxes and tape. Teachers will not be required to move boxes or furniture from one location to the other.

4. GREA grievances related to this subject matter have been resolved by mutual agreement. Grievances alleging violations of this Letter of Agreement shall be Type A (non-arbitrable) grievances.

*The "Strategic Facilities Plan" is the process by which the GRPS Board of Education is making decisions about facilities in order to balance the desire to provide high quality education programs with the need for fiscal responsibility.

Grand Rapids Public Schools Strategic Plan

Re-Adopted on June 26, 2001

Beliefs

- Lifelong learning is crucial to our progress as participants in a changing global community.
- People working together toward a common goal can achieve anything.
- High expectations are key to achievement.
- Everyone learns, at different rates and in different ways.
- People who actively participate in the decision-making process will be more supportive of the results.
- Self-esteem is critical for personal growth.
- Equal opportunity is fundamental to a just society.
- Understanding and appreciating diversity affirms individual worth and strengthens community.

Mission

- Our mission is to ensure that all students are *educated*, *self-directed* and *productive members of society!*

Strategic Goals

- By 2003 all students will :
  - be achieving the objectives for their current school year.
  - continually demonstrate the ability to make decisions that will direct their lives and achieve their defined goals.
  - continually and productively contribute to the community in a manner of their choice.

Strategies

- We will develop new, as well refocus and enhance existing community and business relationships which help achieve our mission and strategic goals.
- We will develop, acquire, and deploy a staff that is qualified, motivated, focused and committed to carrying out the changes necessary to achieve our mission and strategic goals.
- We will develop, implement and share innovative delivery systems as well as best practices, including creative use of time, technology, materials, and people that will ensure all students, regardless of differences, achieve our strategic goals.
- We will systematically review and align all policies, procedures, practices, and contract language to ensure their contribution to our mission and strategic goals, abandoning those that do not contribute and redirecting all resources toward achievement of our mission and strategic goals.
- We will create and implement an accountability structure that treats our Mission as significant and central and our strategic goals as urgent to hold our BOE, administration and staff to their achievement.

Parameters

- We will not initiate or continue any program or service unless it:
  - contributes to the achievement of our Mission;
  - is accompanied by staff development necessary to assure its effectiveness;
  - is accompanied by a plan to assess its effectiveness; and
  - is determined we have the capacity to implement it effectively.

APPENDIX J

National Board of Professional Teaching Standards

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

1. The Board will reimburse up to $1,000 of the initial registration fee. The teacher will exert his or her best efforts to timely apply for all available grants, with reasonable assistance from the Personnel Development Office. The Association will make efforts to inform interested teachers and the Board of available grants from MEA, NEA, the State Board of Education, and other sources. For up to two (2) subsequent years, the Board will provide the teacher, upon request, $300 for the retake fee in one area each year.

2. The Board will reimburse the teacher for all reasonable post-registration expenses related to the NBPTS process in accord with Board policies and procedures.

3. The Board will provide the teacher with up to two (2) days of paid release time, without deduction from the teacher's leave accumulation, for participation at the NBPTS assessment center. Additional release time for participation or preparation may be provided as the teacher and principal/supervisor mutually agree; such additional release time to be deducted from the teacher's earned compensatory time, if any, conference days, personal business, or as a last resort, sick leave accumulation.

4. The Personnel Development staff person for the applicable Area shall be available to provide reasonable assistance as requested by the teacher. Materials prepared for NBPTS assessment on paid time and using Board equipment or materials shall be the property of the Board if the material has applicability beyond the use of the teacher.

5. Upon the teacher's request, the Board will provide reasonable access to a computer with an Internet email account and world wide web access, at no cost to the teacher.

6. Upon successful completion of the NBPTS process, and in recognition of their achievement, teachers who receive NBPTS certification shall receive a $5,000 stipend. It will be awarded at a public School Board meeting at which the teacher's achievement will be recognized.

7. The Personnel Development Office, the Association, and involved teachers will jointly review this offering and make future recommendations concerning the certification and other possible recognition for successful achievement of NBPTS certification.

8. NBPTS applications and activities are optional. Teachers may terminate their involvement at any time. If a teacher terminates for reasons other than their own personal medical condition (to be documented by a health care professional if requested by the Board), the teacher will reimburse the Board the portion of the initial fee paid by the Board.

9. The pursuit, receipt, or failure to pursue NBPTS certification shall not be the basis for adverse evaluation, discipline, or transfer. However, it is expressly understood that teachers involved in the NBPTS process are expected to fully perform their normal duties and may be adversely evaluated or disciplined for failure to properly perform their normal professional duties.

10. The parties agree to discuss the effectiveness and benefit of this offering. This offering is not precedent-setting to either party.

APPENDIX K

Regarding Secondary Music Teachers

1. Effective immediately, any vacancies in high school music positions will be posted with both the "anchor" position and itinerant music.

2. All current assignments will continue unless the bargaining unit member successfully bids out into another position, is involuntarily transferred, laid off, suspended, terminated with just cause, or terminates employment with the District.

3. For the anchor, the posting shall include the school and the type of music position (vocal, orchestra or band). To bid, the applicant must have training in the specific area (vocal, orchestra, or band) of the posting. The successful bidder will be assigned to teach all available sections of that type of assignment at that school. (For example, if there are three classes of vocal music at Creston H.S., those would all be assigned to the successful bidder.) The remainder of the employee's assignment will be itinerant music consultant. It is expressly understood that the numbers of sections at the anchor school may rise or fall based on demand. It is the intent of the parties that an individual would only hold one "anchor" position at a time. Any individuals holding more than one anchor at the time of this agreement shall be permitted to retain their position(s). In the future, the Personnel Department's prior approval shall be required for an individual to hold more than one anchor.

4. Article 9 B. 4 of the contract will be modified to add "For high school music positions, this includes training in the specific area (vocal, orchestra, or band.)"

5. Compensation of secondary music will be as described below. The previous 3/5 assignment requirement is eliminated (p.149-150).

Secondary Music Compensation

Compensation of Tier A will be spread through 24 paychecks beginning with the third paycheck of the year. Compensation of Tier B would be in a lump sum upon verification of completion of activities to the appropriate Superintendent or designee. The Superintendent or designee may require a specific list of activities which fulfill these requirements.

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

Middle School Vocal Music

		% of BA base
Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the vocal music program.) Three outside of school day group performances One rated group performance festival, or one additional outside of school day group performance One feeder system, city-wide, or regional group festival	3%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) One rated solo and ensemble festival One rated group performance festival, or one additional outside of school day group performance One group community performance outside the home school	2%

Middle School Orchestra

Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the orchestra program.) Three outside of school day group performances One rated group performance festival, or one additional outside of school day group performance One feeder system, city-wide, or regional group festival One rated solo and ensemble festival	3%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) One rated solo and ensemble festival One rated group performance festival, or one additional outside of school day group performance One group community performance outside the home school	2%

Middle School Band

Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the band program.) Three outside of school day group performances One rated group performance festival, or one additional outside of school day group performance One feeder system, city-wide, or regional group festival One rated solo and ensemble festival	3%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) One rated solo and ensemble festival One rated group performance festival, or one additional outside of school day group performance One group community performance outside the home school	2%

Senior High School Vocal

Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the vocal music program.) Six outside of school day group performances One rated solo and ensemble festival One rated group performance festival One feeder system, city-wide, or regional group festival One rated group performance	9%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) One rated group performance festival One rated solo and ensemble festival Three additional outside of school day performances One feeder system, city-wide, or regional group festival	3%

Senior High Orchestra

Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the orchestra program.) Three outside of school day group performances One rated group performance festival, or one additional outside of school day group performance One feeder system, city-wide, or regional group festival One rated solo and ensemble festival	9%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) One rated solo and ensemble festival One rated group performance festival, or one additional outside of school day group performance One group community performance outside the home school	3%

Senior High School Band (Including Jazz and Pep Bands)

Tier A	(Requires completion of all the required performances below in order to qualify for compensation. Tier A is to be considered a minimum requirement for the band program.) Three outside of school day group performances Perform at all home football games Five outside of school day marching and/or concert band rehearsals Two parades outside of school day One feeder system, city-wide, or regional group festival One rated solo and ensemble festival One rated group performance festival	9%
Tier B	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) Six pep band performances (Boys and girls sport events) One rated group performance festival One rated solo and ensemble festival	8%

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

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

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

APPENDIX L

Procedures and Guidelines for Collaborative Planning

1. The Professional Development/School or Program Improvement/ Collaborative Planning Days (October 19, 2001, October 18, 2002, Second Mondays and fourth Mondays in November, January and April) are planned sessions in which teachers and administrators at a site work together as a whole group or in teams/workgroups on activities or projects intended to achieve the mission of the school and improve student achievement.

2. The activities should focus on achieving the objectives and strategies of the School Improvement Plan. These activities should meet the needs of the school and should be mutually agreed upon by the administration and the teaching staff. The administrators and teachers of a school should plan the day together. Teachers and administrators should agree upon a process for planning the day. **The agreed upon process should include one of the following methods:**

   - Agree to have the School Improvement Team and administrator plan the Collaborative Planning Day activities
   - Select a special team of teacher representatives to meet and plan with the school administrator(s)
   - Agree to have the School Improvement Team and administrator plan the activities in an "open meeting" format in which any interested teacher on the staff may join in the discussion and planning for the use of the time

   In all planning for the Collaborative Planning Days, the school's needs as described in their improvement plan and/or mission should be the focus of the activities. The planning group should be as inclusive as possible and attempt to seek input and suggestions from all interested teachers during the planning.

   The school principal and the teacher-planning group (outlined above) must mutually agree to the Collaborative Planning time activities.

3. The activities for the day may include but are not limited to the items listed below. These types of activities may be done in various combinations:

   - Whole staff planning and problem solving
   - Meeting in teams or workgroups (e.g. department, instructional "families," grade levels, etc.)
   - Curriculum planning (e.g. curriculum mapping, teaching and learning activities, planning thematic units, etc.)

- Planning strategies/activities related to the School Improvement Plan
- Analyzing school and student data - planning appropriate action
- Staff training based on building needs

The identified activities of all staff on the Collaborative Planning Day should be goal oriented, clearly articulated and have a specific outcome or result related to the guidelines above. Schools might consider that closing activities for the day are planned in which all staff or teams are responsible to explain, demonstrate and/or display their work as appropriate. These closing activities should be undertaken as a unifying event with all staff in order to reinforce everyone's work, improve communication, share ideas, instill pride as well as provide accountability for the planned outcomes.

4. As clarification and assistance in planning, the following guidelines are provided:

The collaborative time is intended to be -	**The collaborative time is not -**
Time in which all teachers are engaged as either a whole staff or in teams to accomplish an agreed upon goal for the school	Intended for individual teacher planning or preparation of the classroom (e.g. preparing bulletin boards, cleaning, getting supplies, etc.)
A planned activity focusing on the needs of a particular school	An administrative meeting planned only by the school administrator
A time for teachers and administrators to collaborate, plan and share ideas to further the achievement of students	For preparing individual lesson plans or student records
Time for developing and organizing instructional teams	For gathering teaching materials and supplies
An opportunity for problem solving on issues related to the school, teams or workgroups	For conducting school functions such as open houses, conferences, orientations, etc.
An opportunity for planning thematic units by teams of teachers, researching and reviewing materials	

5. It is the intent of the district-wide Collaborative Planning Committee to provide follow-up and support to the Collaborative Planning time by conducting a survey and evaluation of the use of the time and whether or not it achieves the desired outcomes set forth in this agreement.

APPENDIX M

MEA Groups

DRUG & ALCOHOL AGREEMENT

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

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

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

2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.

3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.

4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access[1]. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)

5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.

6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

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

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

7. **Definition of "at work."** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such responsibilities, or just after the employee has ceased

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[1] The medical files of an employee are kept separate from the personnel records. Access is limited to those with a legitimate business reason to have access.

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

8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement, will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.

9. **Board Right to Mandate Test Upon Reasonable Suspicion.**

   a. ***First Incident.***

      1. If two trained administrators, using the "Observed Behavior-Reasonable Cause Record" (which is attached to this agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.

      2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.

3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.

4. The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.

5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.

b. ***Subsequent Incident(s).*** If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to Association representation. The unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the

trained administrators will each describe in writing the observations that led to the reasonable suspicion. However, not later than within one scheduled business day after the observation, the trained administrators will submit to Labor Relations the "Observed Behavior-Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.

c. ***Refusal to test***. Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.

10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline shall be subject to just cause and the applicable grievance arbitration procedure. Nothing in this agreement will preclude the Board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.

11. **Use of another's prescription.** An employee with a positive test who claims that he/she took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person's prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

NOTICE OF RIGHTS

To:_____

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

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

YOUR RIGHTS:

- You have a right to representation from your union (if applicable). You may request this at any time.
- Because this is your first incident, you are **not** required to submit to drug and alcohol testing.
- *IF THERE IS A SECOND INCIDENT, YOU WILL BE REQUIRED TO SUBMIT TO DRUG AND ALCOHOL TESTING AS PER THE ATTACHED AGREEMENT.*
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- ***You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.***
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.
- ***We strongly encourage you to seek medical attention or rehabilitation assistance.***
- ***You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board nor the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will be considered insubordination, and you may face discipline up to and including discharge.***
- You are required to sign this form, your signature means only that you have received this notice.

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

_____
Employee

_____
Date

_____
Witness

_____
Date

Cc: Labor Relations & Legal Services

This must be provided to Labor Relations within one business day.

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