

AGREEMENT

between the

BOARD OF EDUCATION

of the

**GRAND RAPIDS
PUBLIC SCHOOLS**

and the

**GRAND RAPIDS EDUCATION
ASSOCIATION**

2022-2025

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into on this 6th day of September, 2022, by and between the Board of Education of the Grand Rapids Public Schools, a general powers school district (hereinafter referred to as either “Board” or “District”) and the Grand Rapids Education Association, an incorporated association (hereinafter referred to as the “Association” or “GREA”).

PURPOSE

The purpose of this Agreement is to establish the hours, wages, and other terms and conditions of employment in the GREA bargaining unit. 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 form ratification of the terms hereof, by the governing body of the Board and by the employees represented by the Association, and as such, it is understood that no changes involving the terms of this Agreement which may affect the parties may be made without the written agreement of both the Board and the Association.

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ARTICLE 2 – 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

i. Classroom Teacher

ii. Teacher:

I. Art

II. English

III. Social Studies

IV. Special Education Intern Program (SEIP)

V. Math

VI. Music

VII. Science

VIII. Foreign Language

IX. Physical Education

X. English as a Second Language

XI. English Language Learners

XII. Business Technology

XIII. Vocational Education

XIV. Bilingual Interventionist

XV. Mental Health Provider

XVI. General Education Social Worker

- iii. Coordinator
 - I. Office Practice
 - II. Special Education Work Study
 - III. Work Training Program
 - IV. Retail Practice
 - V. Trade & Industry
 - VI. Youth Employment
 - VII. School to Work
- iv. Elementary
 - I. Team Leader
 - II. Reading Teacher
 - III. Counselor
 - IV. Early Childhood
- v. Grade
 - I. Seventh Eighth
 - II. Seventh & Eighth
- vi. Program
 - I. In-Service Participant
 - II. Summer School Program
- vii. Secondary
 - I. Counselor
 - II. Head Counselor
 - III. Department Head
 - IV. Library/Media Center Specialist

- b. Special Education
 - i. Classroom Teacher
 - ii. Orientation & Mobility Specialist
 - iii. Audiologist
 - iv. Teacher Consultant
 - v. Social Worker
 - vi. Speech Pathologist
 - I. Music
 - II. Occupational
 - III. Physical
 - IV. Recreational
 - vii. Parent Liaison
 - viii. Parent Consultant
 - ix. School Psychologist
 - x. Resource Teacher
 - xi. Homebound/Hospitalized
 - xii. All Birth-to-Three Teachers
- c. Other
 - i. Nurse
 - ii. Unassigned Classroom Teacher
 - iii. Media Consultant
 - iv. PBIS consultant

- 2. Any person on leave of absence from the above listed positions, excluding all supervisory and executive personnel.

3. All other positions of the Grand Rapids Public Schools are excluded.
4. 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.
5. 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.
6. Any person who is not an employee and who is appointed to conduct the duties of any position listed in Article 2.A.1 (Recognition) shall not be a member of this unit.
7. When used herein, “employee(s)” refers to all individuals within the GREA bargaining unit; “teacher(s)” refers to all individuals within the bargaining unit whose employment is subject to the Michigan Teachers Tenure Act (MTTA); and “ancillary staff” refers to all individuals within the bargaining unit whose employment is not subject to the MTTA.

B. OTHER ORGANIZATIONS

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

C. EMPLOYEE CHANGE OF STATUS

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

D. REDUCTION IN FORCE

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

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ARTICLE 3 – ASSOCIATION RIGHTS

A. BOARD MEETINGS

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

B. BOARD COMMITTEES

The Association President shall be notified by email of regular Board committee meetings as to time, date, and place. The Association shall have an opportunity to make reports and recommendations at such meetings.

C. BOARD AGENDA

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

D. BUILDINGS AND EQUIPMENT

The Association shall have the right to use building facilities, equipment, and supplies at reasonable times and hours for employees. Use of the building will be scheduled through the building administrator. The Association may post Association notices on the bulletin board designated for Association use. The interschool mail service and electronic mail may be used by the Association, including regular delivery to the Association office. Email may only be used during non-instructional time or time when employees are not providing services to students.

E. UNISERV DIRECTORS

The Association UniServ Directors may have access to school facilities during normal employee work hours. During normal school hours, the Director's initial contact in such buildings shall be with the school office to announce their presence and to sign in. The UniServ Directors' activity shall not interrupt classroom instruction or when employees are providing services to students.

F. EMPLOYEE/STAFF MEETINGS

At the conclusion of the administration portion of any regular employee/staff 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 after receipt of written authorization from the employee

Records may be inspected upon the written request of the Association at the Board's main offices, 1331 Franklin, S.E., P. O. Box 117.

Employee personnel records will not be removed from the Board's office, except that copies of the records may be requested and retained by the Association. Fees for copies may be charged according to the rates outlined by the District for responses to Freedom of Information requests.

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ARTICLE 4 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. RIGHT TO ORGANIZE

Pursuant to Act 379 of the Public Acts of 1965, as amended as of the ratification and execution of this Agreement, the Board hereby agrees that each employee shall have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining and other activities for mutual aid and protection, or to refrain from such activities. 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, 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 or non-participation in any activities in the Association; 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 that 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. PAYROLL DEDUCTION

1. The following payroll deductions will be available to employees and are strictly voluntary (except those identified in Article 14.E.1 and 3 (Benefits Plans):
 - a. Annuity Programs approved by the Board
 - b. 457 – deferred income programs
 - c. Optional insurance premiums (including but not limited to medical, life/survivor, and short-term disability)
 - d. United Way
 - e. The Grand Rapids Public Schools Foundation
 - f. MESSA and MEA financial services programs
 - g. Other programs mutually agreed to by the Board and the Association

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

D. DIRECT DEPOSIT

All employees are required to participate in direct deposit of their payroll check to at least one financial institution of their choosing. The Board will allow direct deposit to an additional financial institution.

E. DISTRICT MERGING

In the event that the 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.

F. ANNEXATION OF ANOTHER DISTRICT

In the event that other school districts shall become attached to the Grand Rapids Public Schools, employees who have acquired tenure in the annexed districts shall be required to comply with the same requirement as other teachers tenured in another district in order to obtain tenure with the District. 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.

G. COPYRIGHT

1. 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.
2. All employees covered under this Agreement who participate at their own cost, without the use of District resources, created independent of the District and its employees, and outside of the classroom or district responsibilities, in the production of publications or other produced materials shall retain the sole ownership, rights, and responsibilities derived from said creation.

H. PROBATIONARY EMPLOYEES

1. Non-tenure ancillary staff are on probation for the first four (4) years of employment. An employee's leave of absence during the school year will extend the employee's probationary period.

2. The contract of non-tenure ancillary staff may be non-renewed upon 15 days' notice before the end of their probationary year.
3. After completion of the probationary period, non-tenure ancillary staff shall not be terminated without just cause.
4. The probationary period for teachers is governed by the Michigan Teacher Tenure Act ("MTTA").

I. PROFESSIONAL COMMITMENT

1. The joint mission of the District and the GREA is to ensure that all students are educated, self-directed, and productive members of society. Grand Rapids Public Schools teachers and ancillary staff 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 Schools students.
2. An employee's primary responsibility is in the classroom or regular facility in which their basic assignment occurs. Additionally, as an employee of the Board, the employee 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 supervisors 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 primary 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 students' parents and guardians. Employees will continue to make themselves reasonably available to discuss student progress and to provide support.

J. ACADEMIC FREEDOM

The parties seek to educate people in the democratic tradition, to foster 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:

1. The employee must be acting within accepted and/or adopted District curriculum and courses of study.
2. The employee must submit a written request to the principal, the principal's designee, or the immediate supervisor to obtain written approval prior to allowing a resource speaker into the classroom.
3. 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.

K. TENURE ACT

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

L. RECORD KEEPING

1. It is a professional responsibility of employees 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 employees to document, timely prepare, and submit reports and forms as required in order to implement State and/or federal requirements; to obtain and/or maintain State or federal funds, grants, entitlements and the like; and/or to correct findings related to State or federal audit findings, including but not limited to Medicaid reimbursement forms, the provision of data specific to interventions, and accommodations which are performed by bargaining unit members, as directed or required.

M. TESTING AND EVALUATION

1. Upon request, employees shall administer adopted tests.
2. Federal- and State of Michigan-sponsored testing and evaluation programs will be conducted in accordance with their guidelines.

N. PROFESSIONAL DEVELOPMENT

1. The District shall offer, and each full-time employee shall complete, 30 hours of professional development that awards State Continuing Education Clock Hours (SCECH) each school year. Nurses must take 24 hours of district-sponsored PD. The remaining 6 hours are for record-keeping.

2. Any PD hours beyond the 30 required hours may be from any of the following approved vendors:
 - a. REA/MEA/NEA,
 - b. any county ISD,
 - c. college,
 - d. university,
 - e. conference only if approved by the supervisor, or
 - f. any PD that awards SCHECH, meaning it meets the criteria set forth in the Michigan Department of Education, Guidelines for Professional Development that Qualifies for Michigan Legislative Requirements under Michigan Compiled Law Sections 380.1526 and 1527.
3. Employees who are hired after school begins, are less than full-time employees, or work less than full-time during the year because they have been granted a leave of absence, are required to complete the number of hours listed in the District Evaluation Manual.
4. The professional development time provided for each school year will be set forth in the calendar negotiated by the District and the Association.
5. If PD sessions are offered as part of a series, participants must attend all of the sessions in the series to receive credit for the series. Partial hours will not be granted.
6. Employees who do not complete their professional development time during the school year must complete the required time by the first Friday in May. All employees are expected to attend District-required professional development. If an employee does not attend District-required professional development, the employee's pay will be docked (using the overpayment procedure found in Article 14.A.4) at his or her daily rate of pay unless that employee has a pre-approved paid leave. Compensatory time, personal business, sick days, etc. will not be approved for these days. The Superintendent or designee must authorize any exceptions in writing.

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ARTICLE 5 - BOARD OF EDUCATION RIGHTS

A. RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the 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 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 the work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.

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ARTICLE 6 - NEGOTIATIONS PROCEDURE

A. SUBSEQUENT YEARS

Renegotiation of this Agreement for 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-duty released time (i.e., time will be split equally between off duty time and on duty time). If the Association fails to reimburse the District, each released employee will forfeit only the MPERS service credit for the time the employee was released and there was no reimbursement by the Association.

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 District 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 that 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.

The remainder of this page is intentionally left blank.

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 that affect and determine the instructional program(s). The members of the Council shall establish processes for resolving issues that impact student achievement.
2. The Council shall be composed of seven (7) qualified employees to work with seven 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 years. The Superintendent and GREA staff member shall be ex-officio members of the Instructional Council. The Instructional Council chairperson shall alternate yearly between the Association and the District, with the District chairing on odd-numbered school years (e.g., 2016-2017) and the Association chairing on even-numbered school years (e.g., 2015-2016).
3. The Board and administrative staff will consistently seek the Instructional Council's input before implementing policies that 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 the Council shall be empowered to appoint subcommittees that will lead to improvement of instruction.
6. The subcommittees shall meet as directed by the Council and shall make regular reports of their findings to the Council.
7. The Instructional Council shall annually consider appointing a committee to review the testing program, curriculum, and new courses, and to make recommendations to the Instructional Council.
8. All necessary expenses for staff and clerical assistance as determined by the Council to carry out its responsibilities shall be provided by the Board.

B. 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 the same consistent with its purpose as set forth in Subsection B.2, above.

C. 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.

D. SCHOOL SAFETY IMPROVEMENT WORKGROUP

There will be a joint School Safety Improvement Workgroup comprised of ten (10) members selected by the District (which shall include representatives from non-MEA represented groups or units) and ten (10) representatives from GREA and other MEA-represented groups. The workgroup will meet at least twice per year. Quarterly 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; and
7. Plan and provide for training within existing budget constraints on all of the above.
8. The Superintendent shall allocate \$10,000 to the School Safety Improvement Workgroup to be used exclusively for the purchase of safety-related equipment, safety-plan documents, or safety training for buildings or programs, provided there is no ongoing budget obligation imposed on such building or program. The Workgroup shall allocate the funds based on need and cost-effectiveness, and it shall develop or require reasonable guidelines for safeguarding such materials.

E. BUILDING COUNCIL

1. There may be in every building an organization of the building staff known as the building council.
2. The primary function of the building council shall be an effort by the total staff to promote an efficient, orderly, harmonious building. The building council shall be the communication vehicle between the staff and the building administrator on non-contractual issues. This council shall consider matters of concern within the building and make appropriate recommendations to the building administrative staff. To effectuate this goal, the building council chairperson shall have the opportunity, on a regularly scheduled basis, to confer with the building administrator.
3. Employees assigned to work in the building are eligible for membership.
4. The chairperson of the building council is to be elected from employees of that building.
5. The building council may conduct activities and be responsible for functions under the following guidelines:
 - a. In the event that an individual or group has a concern not covered by this Agreement, an attempt must first be made at resolution with the building council chairperson and/or the building administrator. The Association representative and/or Board representative may be requested by either party to be in attendance at such meetings.
 - b. The building administrator must be apprised of all items to be discussed at any building council meeting. An opportunity to resolve all items to mutual satisfaction prior to the building council meeting must also be provided the building administrator.

- c. If the concern has progressed through the aforementioned guidelines without satisfactory resolution, the building council chairperson may request a total building council meeting and the building administrator shall effectuate the building council meeting to be chaired by the building council chairperson. Decisions regarding the selection of a final recommendation from amongst possible solutions may be resolved through secret ballot process using the plurality voting system.
- d. The building council shall also serve as the communication vehicle to the Instructional Council or to any administrator, provided the possible resolution of the concern is under the authority of such administrator. The building administrator shall be informed prior to any such action.

F. 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. Both the administrator and staff must agree to participate in this process.
2. These conditions govern the SDM process:
 - a. Modifications of this Agreement require the written agreement of the District and the Association as described in Article 6.E (Mutual Consent). Contract Waiver forms are available from the Association and from the District through Human Resources).
 - 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 SDM process.
 - d. The administrator and staff at each building will jointly determine the SDM process(es) they will use.
 - e. SDM 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 may be created to provide advice, facilitate training, and recommend strategies to support the SDM process. The

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composition of this committee will be of equal representation from the District and MEA employee groups.

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ARTICLE 8 - EMPLOYMENT QUALIFICATIONS

A. ATTENDANCE

Regular, predictable and on-time attendance is an essential function of employees' jobs. However, nothing in this provision shall in anyway prevent or deny an employee the right to make a valid claim or request for appropriate accommodations under the Americans with Disabilities Act (ADA) or any other applicable state or federal law. This provision also does not prevent an employee from exercising his or her rights to take appropriate leaves of absence specified in Article 16 (Leaves of Absence).

B. JOB DESCRIPTIONS AND ESSENTIAL JOB FUNCTIONS

All jobs shall have written descriptions that shall be reviewed or updated at least every two years. Job descriptions shall be posted on the District's website, GREA website, and made available to current employees via Infohost in order to facilitate the performance of duties.

C. EMPLOYEE HEALTH

1. Each employee shall possess and maintain sufficient good health (physical and mental) to adequately perform the essential functions of their respective duties and to carry out their 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 their 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 not qualified for employment and shall be terminated.

3. In cases where inadequate employment performance is believed to be the result of a physical or mental disability and/or condition, the Superintendent or their 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 to the address on file with Human Resources.

D. EMPLOYEE CERTIFICATION

All employees shall have and maintain such licenses and certifications required for their positions by law. Each new employee shall provide applicable license and certification materials to Human Resources and the signed Michigan Department of Education highly qualified teacher report form with supporting documentation (e.g., transcripts, portfolios, etc.) prior to their first day of employment. In the event the employee does not comply with the above, their personal contract will be revoked unless such time is extended by mutual agreement between the employee and Human Resources, provided the delay of submission of the materials is beyond the control of the employee.

E. PART TIME EMPLOYEES

Human Resources shall consider a part-time ancillary employee prior to hiring a new employee for a full-time position.

F. FULL YEAR SUBSTITUTE PERMITS

When the District assigns a certified teacher to a position for which they are not fully endorsed so that the District must apply for a full-year substitute permit or a temporary approval, GRPS shall pay the fee for the permit or approval only (not for the teacher's certification).

G. DEFINITION OF CERTIFICATION/ENDORSEMENT/LICENSURE

As a condition to employment with the District, teachers and ancillary staff must be, at all times, properly certified, endorsed and/or licensed as required under state and federal law or regulations and the District's requirements, to serve in their assigned position.

H. TRANSFER NOTIFICATION

The Association shall be informed of all bargaining unit employee transfers. Said notification will be made monthly.

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ARTICLE 9 – ANCILLARY STAFF PROVISIONS for TRANSFERS AND VACANCIES, EVALUATIONS

A. TRANSFER PHILOSOPHY

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

B. ASSIGNMENT OF ANCILLARY STAFF

Preamble

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

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

1. Ancillary staff license
2. Qualifications and willingness to perform the extra duties and responsibilities. Job expectations will be described in the position posting (see Article 9.E (Ancillary Staff Postings)). If an ancillary staff has not completed the required training, the District may reassign them or require them to take the next available training.

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

Student needs, defined as the need for licensed ESL staff or staff who are able to receive a license from the State of Michigan and the need to retain some experienced staff in a location or classification.

3. Ancillary staff's willingness to obtain necessary building training within a reasonable timeframe (see note below).

NOTE: Normally up to one calendar year from the start of the assignment (e.g., bid into the position in June 2020, start assignment August of 2021, have until August 2022 to complete).

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

NOTE: Up to one calendar year from the start of the assignment (e.g., bid into the position in June 2020, start assignment August of 2021, have until August 2021 to complete).

5. Ancillary staff's length of service in the District (see Article 10 (Seniority)).

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

C. ANCILLARY STAFF POSTINGS, INVOLUNTARY TRANSFERS AND LAYOFFS

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

1. First Ancillary Staff posting. At a minimum, this posting will include:
 - a. All of the ancillary staff positions and any new programs;
 - b. All known ancillary staff vacancies created by the resignation or retirement of employees (provided the employee has provided written notice to Human Resources of his or her resignation or retirement);
 - c. Positions of all ancillary staff taking a leave of absence for the following school year who do not have a right to return to their position and who have notified Human Resources in writing;
 - d. All ancillary staff positions that were not yet posted (created or became vacant after the last applicable posting);
 - e. All ancillary staff vacancies created because of the implementation of a facilities plan; and
 - f. All ancillary staff positions held by employees on temporary contract unless a permanent contract employee has a right to return to the position.

2. Second Ancillary Staff posting. At a minimum, this posting will include:
 - a. All ancillary staff positions that became vacant because of the ancillary staff successfully bidding in the first posting;
 - b. Any other newly created ancillary staff vacancies;
 - c. All known ancillary staff vacancies created by the resignation, retirement, or layoff of ancillary staff (provided the teacher and ancillary staff has provided written notice to Human Resources of his or her resignation or retirement); and
 - d. Positions of all ancillary staff taking a leave of absence for the following school year who do not have a right to return to their position and who have notified Human Resources in writing.

3. Open Bid/Posting Meeting – Ancillary Staff

After the second posting and after any displacements (see Article 9.J.5) have occurred, an open bid meeting will be held for ancillary staff. This meeting is open to any ancillary staff member who has not yet had one (1) successful bid for the year. Ancillary staff who receive an involuntary transfer and who have not had two (2) successful bids may also attend. At this meeting, ancillary staff will be permitted to select positions for which they are qualified (See Article 9.B & C). Positions that become available during this process will be immediately posted.

4. Ancillary Staff Assignments

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

5. If after the last posting there are special circumstances that create more jobs (such as the approval of grant), Human Resources may offer one additional posting no later than two weeks before the start of school. At least one week before such a posting occurs, GREA will be notified so that GREA may send an alert to its membership.
6. Written notice of a successful bid into an ancillary staff position shall constitute the assignment letter. Ancillary staff that have not been laid-off, involuntarily transferred, or who have not bid out of the building/program, shall not receive

written notice of assignment from Human Resources. Principals and supervisors shall provide ancillary staff specific notification of assignment no later than August 1 of each year.

D. ANCILLARY STAFF TRANSFER RELATIVE TO QUALIFICATIONS

1. When an ancillary staff vacancy exists, the Board will make every reasonable effort to relocate an ancillary staff at the employee's request. It is acknowledged and supported that student achievement is furthered when the ancillary staff and building/program are committed to the same educational philosophies and strategies. Therefore, the District is encouraged to place as much information as is reasonably possible concerning building/program philosophy or strategy on the job posting so that ancillary staff can make an informed choice about bidding on a position.
2. If a job is filled after the ancillary bidding process is completed, the job will be reposted during the next year. Those who received such an assignment will receive notice from Human Resources that their position will be posted. This notice shall also be copied to the Association.

E. ANCILLARY STAFF TRANSFER/ASSIGNMENT RELATIVE TO RACIAL BALANCE

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

F. ANCILLARY STAFF TRANSFER PROCEDURE

Application for an ancillary staff position through the District's electronic application system may be made at any time during the posting period for that position.

G. VOLUNTARY ANCILLARY STAFF TRANSFERS

1. Human Resources shall post all ancillary staff vacancies.
2. The ancillary staff postings shall be displayed in all buildings, placed on the District's electronic application system, and made accessible on the District's website. A copy will be provided to the Association by email or another reasonable method.
3. Ancillary staff postings will be made no later than Tuesday at noon with the posting to close as of the end of the business day on the last day of the posting period. Each ancillary staff requesting consideration for a vacancy must apply for the position within the posting period using the District's electronic application system.
4. All ancillary staff vacancies shall be filled within 10 working days after the close of the posting unless the Association and Board mutually agree to an exception.

5. Notwithstanding the above, a voluntary ancillary staff transfer may be denied when the employee's immediate past performance evaluation or ongoing performance evaluation is less than effective as reflected on a final or interim evaluation form on record at the time of the bid, or if the ancillary staff is on a current work improvement plan or an individual development plan.
6. When an ancillary staff position is defined as vacant, said position will be posted and filled as set forth in Subsection C.1–6, above.
 - a. An ancillary staff position that is not staffed through the posting/open bid meeting process shall be filled by recall if there is someone on the recall list who meets the requirements of the vacancy.
 - b. An ancillary staff position that is filled on paper for the fall and cannot be temporarily filled by recall may be filled by a temporary employee or new hire at the Board's discretion.
 - c. Ancillary staff temporarily placed in a vacancy that has been filled on paper will be considered to be in a temporary placement and shall be given notice of involuntary transfer at the end of the school year.
7. Ancillary staff shall be eligible for no more than one voluntary transfer per year.
8. Ancillary staff who have successfully bid on a position in a building and who may only be assigned on paper shall be considered as part of that new building/program staff for the following fall for the purpose of Subsection H.1.a.i, below.

H. INVOLUNTARY ANCILLARY STAFF TRANSFERS

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

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

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

- iv. Other budget constraints not previously known (e.g., reduced state or grant funding), provided that GRPS notifies the Association within 15 business days from the time the District becomes aware of the budget constraint.
- b. Type B Involuntary Transfer.

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

- i. Ancillary staff does not meet qualifications.
- ii. To resolve a personality conflict when both parties agree there is such a conflict.
- iii. An ancillary staff who volunteers for an involuntary transfer shall receive a type B involuntary transfer notice, regardless of the initial reason for the involuntary transfer.

2. Involuntary Ancillary Staff Transfer Process

- a. No later than a date mutually selected by the parties in the process described in Article 9.E (Ancillary Staff Postings), the District shall provide written involuntary transfer notices to all ancillary staff whose jobs are known to be eliminated for the following school year. The list of individuals and ancillary staff positions of those bargaining unit members with seven (7) or less years of seniority will be available at the District office (1331 Franklin SE) and the Association office.
- b. In a time period mutually determined by the parties in the process described in Article 9.E, ancillary staff receiving a Type A involuntary transfer notice who have not received a successful bid in the prior postings and who have twelve(12) or more years of seniority shall have the right to notify Human Resources in writing if they wish to exercise their right to displace another as per Article 9.J.5. They shall also indicate the person/position that they wish to displace. Ancillary staff may submit multiple requests on the same form but shall clearly indicate the priority order. Human Resources will then begin processing the displacement requests in seniority order. If more than one ancillary staff person with an involuntary transfer notice attempts to displace the same individual, the most senior of those involuntarily transferred will be awarded the position. If the ancillary staff person awarded the position vacates it later, the displaced individual will be offered their contractual Right to Home (see Article 9.J.4). As per Article 9.J.5, no more than 25% of a particular building or program ancillary staff may be displaced. The exercise of the bump of a less senior ancillary staff shall not preclude the later use of one or both of their two rights to bid into

subsequently posted positions. As soon as practicable, Human Resources shall notify these ancillary staff of the results of their displacement requests. If an ancillary staff who has displaced another under this provision accepts another assignment, the displacement shall be nullified.

- c. For those ancillary staff receiving notice of involuntary transfer after the spring timeline (see Article 9.J.2.a) but before August 15, the timelines of subsection J.2a and b, above, shall not apply, and all contractual provisions shall apply. In this event, if the ancillary staff person has 12 years or more of seniority and wishes to displace another ancillary staff, they must notify Human Resources in writing within fourteen (14) calendar days of the receipt of the involuntary transfer notice.
- d. Ancillary staff receiving notice of involuntary transfer after August 15 shall be assigned to an ancillary staff position for which they are qualified for the remainder of the school year. If the person has 12 years or more of seniority and wishes to displace another ancillary staff, they must notify Human Resources in writing before the first posting of the spring. The displacement will be effective at the start of the next school year.

3. Second Ancillary Staff Bid

An ancillary staff who receives a Type A or B Involuntary Transfer notice shall have the opportunity to exercise a second successful bid.

4. Right to Home

Any ancillary staff who receives a Type A Involuntary Transfer notice shall maintain the right to return to their previous building or program in the event an ancillary staff position for which they are qualified is reauthorized prior to or during the first semester of the subsequent school year. The ancillary staff position will be offered to the employee without posting and will only be posted in the event the ancillary staff chooses not to accept it. An ancillary staff that is offered the right to home after the school year has begun may accept it but may choose to remain in his or her present assignment for the remainder of the school year. At the end of the school year, he or she shall be assigned to the ancillary staff position for which they had the right to home. This right shall apply to all ancillary staff receiving a Type A notice, regardless of how they were originally placed in the building or program.

5. Displacement

An ancillary staff with twelve (12) or more years of seniority that holds a Type A Involuntary Transfer notice shall have the right to displace any other ancillary staff in the bargaining unit having seven (7) or less years of seniority providing the involuntarily transferred ancillary staff possesses the qualifications appropriate to the new assignment. This provision shall take full effect unless, by displacement,

twenty-five (25%) of a particular building's and/or program's ancillary staff is affected. The seven (7) or less years ancillary staff affected by the displacement may have the choice of lateral movement into an open ancillary staff position within the building and/or program or become the applicant for the next available ancillary staff vacancy. An ancillary staff may not displace another ancillary staff if the displacement would cause the building or program to come out of racial balance as defined in Appendix D.

6. No qualified ancillary staff, as defined in Article 9.B & C, above, shall be involuntarily transferred out of a middle school or a high school if it would be possible by rearrangement of existing ancillary staff assignments or schedules within that building/program to cause an involuntary transfer of a less senior ancillary staff out of that building. This applies only to building-based ancillary staff.
7. An ancillary staff grieving an alleged violation of this provision must identify in the grievance the rearrangement of assignments or schedules that it is claimed should have been made.

I. ANCILLARY STAFF VACANCY DEFINED

1. For the purpose of this Agreement, an ancillary staff vacancy shall be defined as a position for which an employee is required and will be assigned or hired.
2. An ancillary staff position vacant as a result of an approved leave of absence under Article 16 (Leaves of Absence) will not be considered a vacancy and may be filled by a temporarily contracted person.
3. The actual ancillary staff vacancy created as a result of adding ancillary staff or as a result of the fact that an ancillary staff has retired, resigned, died, been discharged, or transferred, shall be the vacancy posted.
4. Positions held by ancillary staff laid off in the spring shall not be deemed vacant until after July 1. Ancillary staff positions that are anticipated to be open because of a first semester layoff will be posted prior to the start of the second semester.
5. In addition to the requirements as outlined in subsections B & C, above, posting of elementary ancillary staff positions shall include building and level, posting of secondary ancillary staff positions shall include building and department(s), and all other ancillary staff postings shall include building(s) or program(s) of assignment. In bilingual ancillary staff postings, the language will be specified. Where appropriate, ancillary staff postings should include the name and number of a contact person and a description of the school, program, and/or position expectations. Prospective applicants are encouraged to contact the school/program administrator and staff to become familiar with the expectations.

6. Information regarding buildings will be posted on the District's website.

J. NOTIFICATION OF ANCILLARY STAFF TRANSFER

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

K. UNFILLED ANCILLARY STAFF POSITIONS

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

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

L. ANCILLARY STAFF ASSIGNMENTS

The parties agree that, in the event an ancillary staff assignment in counseling or social work at any middle school or high school is reduced, the ancillary staff will have the right to fill out their schedule to the previous level in an elementary itinerant position without bidding, if one is available and it would not cause the displacement of another ancillary staff.

M. TRANSFER OF EMPLOYEE OUT OF BARGAINING UNIT

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

2. Present Employees. It is the Board’s desire to transfer, when practicable, from within its present employee ranks.
3. Application. Any employee interested in a full-time administrative or supervisory position shall apply for any position through the District’s electronic application system.
4. Announcement of Vacancies. The Board will, when practicable, publicize any administrative or supervisory vacancy. For all new positions, the announcements will include a general statement of the qualifications required.

N. EVALUATION OF ANCILLARY STAFF

1. Definitions

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

2. Who is Evaluated

- a. Non-tenure ancillary staff who have completed the probationary period (“non-probationary employees”) are expected to be evaluated utilizing the Progressive Evaluation Process (PEP) described below, annually. A non-probationary ancillary employee may be evaluated biennially if the employee was (1) rated effective or highly effective on their last performance evaluation and (2) the employee’s immediate supervisor approves the biennial evaluation timeline for that employee. If the non-probationary ancillary employee is not evaluated biennially, the non-probationary employee’s last year evaluation rating remains the employee’s last evaluation rating.
- b. The building/unit administrator or immediate supervisor shall present a copy of the current evaluation form and/or evaluation manual to each ancillary staff new to Grand Rapids Public Schools and the District shall post the evaluation form and/or manual on the District’s Infohost. The evaluation form will be utilized as a segment of the total evaluation

procedure unless the ancillary staff and the evaluator mutually agree to use another form, as described below.

- c. A non-probationary ancillary staff bargaining unit member who has been rated as effective and/or highly effective on their two most recent evaluations may, in lieu of participating in a traditional PEP, engage in a Professional Learning Plan (PLP). Such participation in an alternative plan/process must be mutually agreed upon by the ancillary staff and their evaluating supervisor. Failure to reach agreement regarding an alternative will result in both the evaluating supervisor and ancillary staff complying fully with the traditional PEP.
- d. If a PLP is utilized, the evaluating supervisor will continue to be the primary person responsible for the evaluation.
- e. A PLP may include:
 - i. Learning project
 - ii. Portfolios
 - iii. Leadership development
 - iv. Continuing education
 - v. Curriculum development
 - vi. Diversity training/implementation
 - vii. Mentoring

3. Responsibility for Evaluation

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

4. Forms and Timelines

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

- a. A formal evaluation period of each ancillary staff to be evaluated will begin with a conference between the ancillary staff and administrator. This conference will occur no later than the sixth (6th) Friday of the student school year for all ancillary staff.
- b. A follow-up conference between the ancillary staff and administrator will be held no later than the ninth (9th) Friday of the school year to finalize suggestions coming out of the first conference and agree on the Initial Performance Objectives written by the ancillary staff and to:
 - i. Review the resources that are available to the ancillary staff and determine the assistance the administration will provide to help the employee improve; and
 - ii. Review the time schedule for the completion of the formal evaluation.
- c. No ancillary staff shall be required to prepare more than three initial PEP objectives.
- d. The administrator must observe the ancillary staff at least once before winter break. 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 supplied by the evaluator (can also be found on Infohost), reviewed with the ancillary staff not more than 10 workdays after the observation, and reflected on the interim report.
 - i. The goal of observations connected with evaluation is to observe the teaching and learning process during a typical school day. Therefore, observations of ancillary staff for evaluation purposes shall not occur during the following periods:
 - I. The first or last week of the student calendar;
 - II. During state testing or assessment periods;
 - III. During the three (3) days before a break period;
 - IV. The first or last day of any trimester, semester, or marking period; or

- V. A building-wide crisis (e.g., code red, emergencies, death of student or staff).
 - ii. The results of each observation must be recorded on the Observation Form, reviewed with the ancillary staff no more than 10 workdays after the observation, and reflected on the final evaluation.
- e. If an ancillary employee is less than effective on an observation, identified areas of weakness in the performance of an ancillary staff will be discussed with the ancillary staff. The ancillary staff will be provided with a written copy of the identified areas of weakness along with the recommended steps for improvement. The District will provide professional development, coaching, and instructional supports to assist the ancillary staff. Within fifteen (15) working days following receipt of written recommendations, the ancillary staff will submit a written report that identifies specific steps taken in response to the administrative recommendations.
- f. Before the winter recess, the administrator will complete the interim report and review the result with ancillary staff. Observation(s) before winter break will be reflected on this Interim Report. New performance objectives should be written in areas of weakness. The administrator and ancillary staff may mutually agree in writing to complete the interim report by the end of the first full school week in January.
- g. The administrator must observe an ancillary staff at least one time after the interim report and before the final evaluation. The administrator must observe an ancillary staff rated minimally effective or ineffective at least two (2) times after the interim report and before the final evaluation. Each observation shall be made in person by the evaluator for a minimum of forty-five (45) consecutive minutes (but not less than one class period, where applicable).
- h. Should an ancillary staff receive an interim evaluation rating of minimally effective or ineffective, District resources person(s) shall be used for consultant purposes to offer assistance to the employee.
- i. The parties agree that if there are at least 60 calendar days between the first and last observation of a probationary ancillary staff employee, the requirement that the evaluation be based on at least two observations at least 60 days apart has been satisfied.
- j. The final conference for a less-than-effective ancillary staff shall be completed no later than the last school day before spring break but no later than April 1 in the case of probationary ancillary staff. However, if the probationary ancillary staff's service is calculated on an anniversary-year

basis, the final conference shall be 90 days before the end of the anniversary year.

- k. The final conference for an effective or highly effective ancillary staff shall be completed no later than the third Friday in May, or a later date if mutually agreed by the administrator and employee.
- l. Approved periodic leave days, (e.g. conference, personal business, sick leave, etc.) would not cause a change in the evaluation timelines. However, no day that is a deadline for a step in the evaluation process will be considered missed if the ancillary staff or evaluator is absent that day.
- m. Long-term leaves will result in the evaluation timelines being frozen until the ancillary staff returns to work. A long-term leave shall be defined as an approved leave of absence of more thirty (30) consecutive working days.

5. Final Conference

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

6. Test Results

Test results of academic progress of students shall not be used for the evaluation of ancillary staff.

7. Notice of Dismissal

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

8. Grievance

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

9. Evaluation Workgroup

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

10. Process for New Hire, Late Recall, Transfer

- a. The evaluation process for an ancillary staff new hire, a late recall, and/or a transfer may begin at a time other than indicated in Article 4.N.4 (Forms and Timelines), above, provided such change occurred after the sixth (6th) Friday of the school year.
- b. Such process will begin within ten (10) working days of the assignment with a conference between the ancillary staff and the supervisor.
- c. Within 20 working days of reporting to the assignment, the supervisor will furnish the ancillary staff with the timelines for this evaluation process.
- d. The timelines as outlined in Article 4.N.4.f–k, above, shall be observed.
- e. No ancillary staff shall be dismissed due to an ineffective evaluation under the provisions of this subsection unless the evaluation has commenced on or before January 9 of the year in which the dismissal recommendation is made.

11. Out of Sequence

This process applies to an ancillary staff who is not scheduled to be evaluated in the current year and in the opinion of the immediate supervisor, warrants the need for an evaluation because of identified performance concerns. For this evaluation, the following procedure shall be utilized:

- a. The affected ancillary staff shall be notified in writing that this type of evaluation is commencing. Such notice shall include the name of the evaluator and the reasons for the decision to use this type of evaluation.
- b. No later than ten (10) working days after notification to the ancillary staff described in subsection 11.a, above, the evaluator shall have a conference with the ancillary staff.

- c. No later than the twentieth (20th) working day of this process, the evaluator shall provide the ancillary staff with a copy of the PEP 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 ancillary staff for a minimum of at least forty-five (45) consecutive minutes (but not less than one class period). No more than five (5) days after this observation (excluding Saturdays and Sundays), the evaluator shall submit a written report to the ancillary staff, unless the due date falls on a date on which an ancillary staff shall not be observed, in which case, the report is due the next school day (see Article 4.N.4.g.i for prohibited days of observance). If the evaluator is of the opinion that the performance of the ancillary staff is deficient in any respect, such will be specifically noted in this report.
- e. No later than the thirty-fifth (35th) working day and within five (5) school days of noting such deficiencies as outlined in subsection 11.d, above, the evaluator shall identify, in writing, specific ways/means/steps that the ancillary staff is to take to improve in the noted areas. Upon noting deficiencies and identifying ways/means of improvement, it shall be the evaluator's responsibility to provide definite positive assistance to correct the deficiencies. This report, as well as any subsequent reports, shall address the deficiency previously noted and the ancillary staff's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the ancillary staff is now performing effectively in that area.
- f. If an area of deficiency is noted, no later than the sixtieth (60th) working day, a second formal observation shall occur and shall follow the procedure outlined in subsections 11.d and 11.e, above. This report, as well as any subsequent reports, shall address the deficiency previously noted and the ancillary staff's progress in rectifying the concerns expressed. Failure to note a previously identified deficiency shall be construed to mean it no longer exists and the ancillary staff is now performing effectively in that area.
- g. No later than the conclusion of the seventieth (70th) working day, an interim evaluation conference shall be held. The ancillary staff whose performance is deemed effective or highly effective shall have the out-of- sequence evaluation terminated at this point. The employee whose performance is not deemed effective or highly effective shall continue the evaluation process.
- h. At the interim evaluation conference, the parties shall review the results of the evaluation so far. Specific deficiencies in work performance that 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 subsections 11.d and 11.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 ancillary staff's continued future employment.
- k. No non-probationary ancillary staff, due to an ineffective evaluation under the provisions of this subsection, shall be dismissed within the first one hundred twenty (120) working days following the date of notification as required in subsection 11.a, above. This subsection does not apply to disciplinary dismissals.

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ARTICLE 10 - SENIORITY

A. SENIORITY

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

1. Seniority begins for each employee on the day the employee reports for work as authorized.
2. An employee who as a matter of law has been granted transferred seniority (e.g., a special education employee whose program has been transferred from another district to GRPS) shall bring with him/her all seniority accrued in their 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 clinical year.
4. Seniority shall accrue throughout layoff and both approved 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 a leave of absence under Article 16 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 their previous seniority within the bargaining unit.
6. An employee working less than full-time shall accrue seniority in the same manner as a full-time employee.
7. An employee working more than the regular year (e.g. 200-day program) shall accrue seniority in the same manner as a regular-year employee.
8. Seniority shall terminate when:
 - a. The employee resigns.
 - b. The employee is discharged.
 - c. The employee fails to return from layoff or leave of absence.
9. An employee added to the Bargaining Unit as a result of changes made in Article 2 of the 1982–84 Master Agreement shall have a seniority date no earlier than September 7, 1982.

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

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ARTICLE 11 - LAYOFF AND RECALL OF ANCILLARY STAFF**A. LAYOFF**

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

1. The Board shall lay off ancillary staff in reverse order of seniority based solely on District staffing needs in areas of qualification (see Article 9.B & C) and employee's next school year's assignments. The next school year assignment is defined as 50% of the ancillary staff present assignment, as on record in Human Resources. In addition, when there is a need to reduce in any of the following areas, the Board shall lay off ancillary staff only within the affected job category(ies): School Social Workers, School Nurses, School Psychologists, Occupational Therapists, Physical Therapists, and Speech Therapists (or any other ancillary staff).
2. Any layoff of an ancillary staff shall automatically terminate the individual's employment contract and all Board-paid benefits allowed therein. Provided the employee pays their share of July and August premiums, the Board shall continue to pay its portion of insurance benefits through August 31 on behalf of a laid off employee who has worked the whole school year. Upon recall, whether to a permanent or temporary assignment, the individual's employment contract and all benefits under this Agreement shall be reinstated in full.
3. The Board shall give no less than thirty (30) calendar days' notice before the start of the school year or the start of the 2nd semester to the ancillary staff being laid off.
4. In conjunction with Article 20.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 set forth in Article 10.
6. Any ancillary staff who collects unemployment compensation during the summer months (Michigan Unemployment Insurance Agency's summer denial period) and who is recalled before the start of their normal work year so that they suffers no actual loss of district compensation shall be obligated to reimburse the District the amount of unemployment compensation paid, upon the written request of the District. In this case, the ancillary staff shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire school year or direct payment to the district by September 30.

B. LAYOFF PROCESS

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

C. RECALL PROCESS

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

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

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

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

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

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

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ARTICLE 12 - WORKING CONDITIONS

A. REFERENCE MATERIALS CENTER

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

B. ROOM CONDITIONS FOR ALL BOARD OF EDUCATION OWNED BUILDINGS

The Board of Education shall provide where not presently available:

1. A desk for each employee with lockable drawer space;
2. A personal, lockable enclosed space for each employee to store coats, overshoes, and personal articles;
3. Storage space in each classroom for instructional materials; and
4. Classroom keys, working key cards, with building access Monday through Friday one hour before student bell times 5:00 am until 7:00 for elementary, 8:00 pm for middle and K-8, and 9:00 pm for high school, for all District facilities and key to personal lockable space will be assigned by the administrator and signed out by the employee.

C. STUDENT HEALTH SERVICES

The District and the Association recognize that requiring an untrained 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 trained volunteer or by a person hired and trained to provide such services.

D. 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. In those instances when the room temperature is extremely cold or hot and not conducive to teaching and learning, the District and/or building level administrators will take all necessary steps to comply with the District's and building contingency plans for an unsafe and hazardous working environment.

E. FLU SHOTS AND HEPATITIS B INOCULATIONS

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

F. SUPPLIES

The Board will provide all materials required to complete duties as assigned, including but not limited to textbooks curricular materials, appropriate technology, and required software by the first week of school or after the first week of the new semester, if applicable.

G. TECHNOLOGY MATERIALS

The Board shall make available in each school building owned by the Board where employees are assigned functional technology, required software, Scantron , and copying and scanning equipment to aid employees in completing duties as assigned. The District will offer an alternative option to employees for two-factor authentication. The total cost to the Board per fiscal year for the alternative option is capped at \$3,500.

H. TELEPHONE FACILITIES

A telephone shall be made available for professional use in all Board-owned buildings and units. Such phone shall be placed in a location conducive to private conversation. Employees working in the home community and home-bound programs, or other employees whose duties require them to spend more than 50% of their time providing services to students in their homes and are required to use their personal mobile device as a part of assigned duties will receive a \$240 annual reimbursement.

I. DEPARTMENT HEADS

1. Department heads shall be determined annually by the District. If the District decides to have the Department Head position, the following will apply:
 - a. Senior High Schools - English, math, science, social studies, business education, industrial arts, home economics, art, music, foreign language, and/or physical education will have a Department Head 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 will have their own Department Heads 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.
2. Duties
 - a. General Functions
 - i. Coordinate departmental purchase and supply requests.
 - ii. Maintain an inventory of departmental materials including equipment and supplies as directed by the subject supervisor (inventory to be taken biannually maximum).
 - iii. 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.
 - iv. Coordinate department multimedia instructional materials and equipment.
 - b. Coordination Functions
 - i. Lead departmental curriculum studies and experimentation in cooperation with the curriculum supervisor for the content area.

- ii. Plan and implement an in-service training program for teachers in the department at the building level and citywide in conjunction with the curriculum supervisor and other department heads.
 - iii. Interpret the curriculum to the building staff and the school community.
 - iv. Acquaint the building staff with current materials and methods for their content.
- c. Other Functions (High School Only)
- Make recommendations to principal regarding coordination of department staff and facilities.

3. Department Head Reimbursement

- a. High School
 - i. Three percent (3%) of BA base plus fifty dollars (\$50.00) times the number of full-time equated teachers in the department.
 - ii. 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 citywide responsibilities.
- b. Sixth through Eighth Grade
 - 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.

J. SCHOOL CALENDARS

The Parties agree to negotiate the calendar by April 15 of each year. Those calendars become a part of this Agreement as shown in Appendix A. The scheduled hours per day shall be such to ensure that the state required minimum hours are met.

K. HOURS AND ASSIGNMENTS

- 1. General
 - a. Each employee recognizes their contractual responsibility to attend conferences and/or meetings specified in this Agreement.

- b. Employees shall have access to their classrooms or work area at least 10 days prior to the scheduled start of school.
- c. The administrator shall provide to each employee access either to their classroom or a work area during planning time.
- d. The administration and association shall produce and annually distribute a mutually agreed upon hours document.
- e. The length of each school day shall be increased or decreased to accommodate for the student instructional time or the hours required by law, if greater. Such changes shall be implemented with the intent of keeping as close to the hours required by law as possible.
- f. Building Adjusting Bell Time/Instructional Week

The workday/workweek described otherwise in this Agreement shall be adjusted as necessary to meet state requirements. Buildings or programs may apply to have an alternate weekly schedule (for example four longer days per week and one shorter one) using the contract waiver process subject to the following:

- i. A written plan must be submitted to Human Resources and the GREA Association President no later than March 31 of the prior year.
- ii. It must describe the exact schedule and rearrangement of time.
- iii. Unless it is a continuation of an existing waiver, it must demonstrate parental support through a survey.
- iv. There must have been an affirmative approval by 2/3 secret ballot vote of the affected GREA bargaining unit staff and administrators.
- v. Before submission to Human Resources, it must be signed by the principal and GREA building representative.
- vi. Process for waivers must use the SDM process.
- g. Ancillary staff shall not be regularly scheduled for recess duty, lunch supervision, bus supervision, or as a classroom substitute. This language does not apply to an emergency situation as determined by the building administrator. Ancillary staff may volunteer for these duties for additional pay.

2. Teachers Working in Elementary Schools

- a. For the purposes of this Agreement, an elementary school is defined as a Pre-K, Pre-K-5, Pre-K-6, Pre-K-7, or Pre-K-8 building. Teachers assigned to these buildings will be considered elementary teachers.

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

- b. Teachers working in elementary schools will work the following schedule:
 - i. Full-day schedule: 446 minutes, including 376 instruction minutes, 40 minutes duty-free lunch, and 30 minutes of professional responsibility (15 minutes before and after student dismissal).
 - ii. Partial-day schedule: 220 minutes, including 165 minutes of instruction, 25 minutes duty-free lunch, 30 minutes of professional responsibility (15 minutes before and after student dismissal) and the rest of the day is records flex, or whatever the negotiated calendar (Appendix A) calls for on such days.
- c. Full-day and partial-day hours will be negotiated each year of this contract.
- d. School hours may vary according to transportation schedules. However, in no event shall the total time be greater than in subsection K.2.c, above. If transportation schedules exceed the partial-day minutes, the affected employees who are required by their supervisor to supervise students will be compensated at the compensation rate in Appendix C.
- e. Planning Time
 - i. Kindergarten – 8th Grade Teachers
 - I. The Board will provide elementary teachers (including art, music, physical education, reading, science, or other areas) planning time of 123 minutes per week. It is understood that the District may provide substitute teachers or other methods to satisfy the above requirement. Classroom teachers are not required to be present during special classes, but they must walk students to and from specials unless other arrangements

have been made at the building level. No employee may leave the building during planning time unless approved by principal.

- II. When a teacher loses the planning time described in subsection K.2.e.i.I, above, because a substitute teacher was not available, the teacher will be compensated at either the rate specified in Appendix C.7.a or compensatory time.
- III. The District will provide 180 minutes of elementary planning time each full month of school any teacher assigned to an elementary building. using substitute services. These 180 minutes are in addition to the 123 minutes already provided for elementary teachers. During partial months, this additional time will be prorated. No teachers shall receive more than 180 minutes of planning time under this provision.
- IV. The identified elementary classroom teachers will have the option of scheduling this additional 180 minutes in one of the following ways:
 - (i) Schedule time once per month, or
 - (ii) Schedule time every other week, or
 - (iii) Schedule time after school and receive additional compensation from the District at the rate of \$14.17 (to be increased if other hourly rates are increased) per 60 minutes, or
 - (iv) Submit another option for approval that does not exceed the cost of a substitute for 180 minutes.
- V. For planning purposes, the teachers need to notify the appropriate building administrator and the Association office of the option they have selected by the first Friday of each school year (parties will agree on an alternate date if this is initiated during a school year). The building administrator will work with the teacher to schedule their option for the 180 minutes of planning time in a manner that is efficient for school operations.
- VI. Split Classes. Teachers with split classes shall receive additional compensation of \$1500 for two semesters and \$750 for one semester or \$375 for a marking period. A split

class is a term of art where the class is made up of students at multiple grade levels in one general education elementary classroom. A split class is formed due to small class sizes in two grade levels resulting in the creation of one class containing two grades with one teacher rather than two smaller classes for each grade with two teachers.

- f. Teacher Breaks
 - i. Each elementary teacher 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.
 - ii. Each elementary principal and teaching 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 teachers. However, a teacher shall not be required to perform rotating duty at more than one building.
 - iii. If an elementary classroom teacher has supervision responsibility during the morning session, they will not receive a break if released that session for planning time. If an elementary classroom teacher has supervision responsibility during the afternoon session, they will not receive a break if released that session for art, music, or physical education.
 - iv. 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, they will be provided compensatory time or payment.
- g. An elementary teacher assigned to more than one elementary building will not be scheduled for more student contact time per day/week than the average of the regular classroom teachers assigned to those buildings.
- 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 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.

k. Great Start Readiness Program (GSRP) and Early Childhood Special Education (ECSE) teachers

i. GSRP

A classroom teacher shall have a minimum of two hundred seventy five (275) minutes per week of planning time for preparation activities related to planning and execution of the classroom assignment. On Friday teachers will receive 275 minutes of planning time. If a GSRP teacher misses planning time on a Friday due to professional development, records flex, or home visits, time will be made up during scheduled non-student days on the GSRP calendar or teacher will be compensated for lost planning time. GSRP teachers who volunteer to work an extended year shall be paid their per diem salary for each day worked.

ii. ECSE

A classroom teacher shall have a minimum of two hundred seventy five (275) minutes per week of planning time for preparation activities related to planning and execution of the classroom assignment. Teachers will receive these 275 minutes of planning time every Friday.

3. Ancillary Hours

Each ancillary employee and employees working as librarians, instructional coaches, interventionists, and media persons, who do not receive extra compensation will work a seven-hour day that includes one hour for lunch.

4. Teachers Working in Secondary Schools

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

a. A Secondary school is defined as a building that is not an elementary building (Article 12.K.2.a).

b. A classroom teacher shall be in their building fifteen (15) minutes before their first responsibility and in their respective room ten (10) minutes before

their first pupil responsibility. The teacher shall remain in their room ten (10) minutes after their last pupil responsibility and in the building fifteen (15) minutes after their last responsibility.

- c. A classroom teacher shall be on duty a total of no more than three hundred seventy six (376) minutes per day, one hundred eighty-four (184) minutes per half day, and one thousand eight hundred eighty (1880) minutes per week for instruction and/or alternate assignment, preparation, and pupil conference time.
- d. A classroom teacher shall have and use a minimum two hundred seventy-five (275) minutes per week for preparation activities related to planning and execution of the classroom assignment.
- e. Alternate Duties - Any teacher assigned less than one thousand three hundred seventy-five (1375) minutes per week of a teaching assignment shall accept other duties (including substitute teaching) to complete the duties as outlined in subsection K.2.e., above.
- f. Class Preparation - No teacher shall have more than three (3) separate preparations a day with the exception of a teacher who is teaching special education classes. Nothing shall prevent any teacher, upon mutual agreement of the teacher and principal, from accepting an additional preparation. No employee may leave the building during class preparation time without the permission of the principal.
- g. Secondary teachers shall receive a 25-minute duty-free lunch.

5. Academic Extra Compensation and Hours

- a. Each employee who receives academic extra compensation under Appendix C.5.a shall normally work an eight-and-one-half (8 1/2) hour- day with one (1) hour for lunch (e.g. 8:00 a.m. to 4:30 p.m.). The schedules may be altered by mutual agreement between the employee and their 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 under Appendix C.5.b–d. secondary counselor/elementary guidance specialist, c.) team leader, and d.) school psychologist shall normally work an eight (8) hour-day with one (1) hour for lunch. The schedules may be altered by mutual agreement between the employee and their immediate supervisor, provided the total working time does not exceed seven (7) hours.
- c. Each employee who does not receive extra compensation will work the same hours as classroom teachers with the exception of nurses, librarians,

audiologists, instructional coaches, interventionists, and media persons. These employees shall have a normal workday with one (1) hour for lunch. These times may be altered by mutual agreement between the employee and their immediate supervisor providing the assignment reflects a seven (7) hour day.

- d. Whenever a new position is created that is not a regular classroom teaching position or a position already named in the Recognition clause, the District and the Association will meet to negotiate if the position is to be considered a consultant position.

6. Itinerant Employees and/or Employees Assigned to Multiple Buildings

- a. Each employee who works in two (2) or more buildings or programs shall have one (1) supervisor. For ancillary staff, the supervisor will collaborate with the other building administrator(s) for purposes of obtaining input for the evaluation.
- b. The employee shall have all matters that may result in scheduling conflicts between buildings and/or programs resolved by the designated supervisor.
- c. The employee shall, if requested, supply to the principal(s) a weekly work schedule.
- d. The teacher may be required by their supervisor to revise or alter their schedule from the hours normally worked by the classroom teachers in the building(s) they provides services. However, the overall length of their workday shall not exceed the length of the division to which they are assigned.

7. Employee Meetings

Staff meetings as designated by the negotiated calendar generally follow the guidelines below.

- a. First Monday – Building/Program Administration/School Improvement Team (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. Staff meetings will begin five (5) minutes after student supervisory responsibilities end and are limited to sixty (60) minutes in length. The September meeting shall be held on the Tuesday following Labor Day.
- b. Second Monday – No Meetings.
- c. Third Monday – Building/Program Administration/School Improvement

Team (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. Staff meetings will begin five (5) minutes after student supervisory responsibilities end and are limited to sixty (60) minutes in length.

- d. Fourth Monday – GREA. At the beginning of any GREA fourth (4th) Monday meeting the administration may make brief announcements.
- e. Additionally, the Tuesday after Labor Day and the Tuesday following Martin Luther King Jr. Day may be used to conduct the corresponding Monday staff meetings.
- f. 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 for ancillary staff and Board policies and Superintendent rules for teachers. The time obligation for a part-time employee shall be prorated according to the assignment. However, job-share employees are covered by Article 12.K.
- g. Emergency Meetings - In an emergency situation, a meeting may be called at any time. Employees acknowledge that in an emergency situation, a short (15- minute maximum) meeting may be called immediately following student dismissal.

8. Employee Participation in Evening Functions

The principal or designee will schedule three (3) after-school or evening functions during the school year. One of these functions shall be the first PTA or Open House each year. Nurses will only be required to attend two (2) after school or evening functions during the school year. One of these functions shall be the first PTA or Open House each year. Each employee not attending the above events may be penalized one one-thousandth (1/1000) of the BA Level One, Experience One salary for each function missed. Employees will be given a one- month notice of activities they are expected to attend.

9. Travel Time

Time shall be allowed for each employee required to travel between assignments. Such travel is not to be considered part of regular planning time, lunch, or breaks.

L. LUNCH PERIOD

Each employee is permitted to leave their school building during their 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. LESSON PLANS

1. Each classroom teacher must have or provide a lesson plan book, which contains general plans for a week in advance and detailed lesson plans for one day in advance. The lesson plan shall contain the following items:
 - a. Date of lesson
 - b. Materials needed
 - c. Lesson Objective: topic, skill, standard, goal (at least one)
 - d. Time: An estimation pertaining to how long each part of the lesson will take.
 - e. Differentiation Strategies: support for students who need additional assistance/students who need an extra challenge.
 - f. Sequence: a description of what activities will happen during each part of the lesson.
 - g. Assessment (formative or summative): a way to determine if learning occurred.

If the State requires additional components to be included in the lesson plan, the employees impacted must include those components. Employees on an IDP must comply with the terms of the IDP.

2. Lesson plan books must be available in the building at all times during the school year. However, if the program director supervises more than one (1) site, the employee shall file their plans in a place so designated by the supervisor that is at the employee's normal work site. It is expressly understood that the employee's plans are their property, except principals may have a copy, but no principal/supervisor shall permanently retain any employee's plans.

O. SUMMER SCHOOL

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

P. CLASS SIZE

1. The parties recognize that optimum school facilities for both students and teachers are desirable to ensure 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 ensuring 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 band, orchestra, and vocal music.

2. Any student with an IEP will receive programs and services as identified in the IEP.

3. Class Size limits:

Pre-K Readiness	23 students
K	26 students
1 - 2	27 students
3 - 4	29 students
5 - 12	30 students
Physical education	50 students

When schools are over utilized, they will be closed to transfer students enrolling. All students identified as disabled by an individualized education program (IEP) team and integrated into a regular classroom shall receive services in the specific disability as stated in the IEP.

4.
 - a. School social workers' caseloads should not exceed one school social worker to seventy-five (75) assigned students.

- b. School psychologists' caseloads should be distributed equitably among all school psychologists based on an overall ratio of one (1) school psychologist to every one hundred twenty-five (125) students identified as LD, EI, CI, ECSE, AI, POHI, SCI, MCI, HI, VI, or SXI.
5. Whenever a teacher's class size is greater than the above after the first ten (10) days of the school year, they may request relief following the procedure described below:
- a. The teacher shall communicate, in writing, with their 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 working days after receipt of written request.
 - d. In reviewing a class size problem, the administrator shall consider the following:
 - i. Number of students in each class
 - ii. Number of classes being taught by the teacher
 - iii. Number of at-risk students
 - iv. Size of classroom or facility
 - v. Combination classes
 - vi. Number of students mainstreamed and type and degree of disability
 - vii. Instructional materials and equipment available
 - viii. Nature of subject and skills taught, (i.e., basic or enrichment)
 - ix. Availability of instructional support staff
 - e. The administrator shall report to the teacher a solution from the alternatives listed below:
 - i. Assignment of a professional

- ii. Reassignment of a student(s)
- iii. Assignment of a paraprofessional
- iv. Provide substitute teacher time to provide the teacher with additional planning time
- v. Relieve teacher of other professional duties or responsibilities
- vi. Purchase additional equipment and/or technology
- vii. Purchase additional materials
- viii. Any other mutually acceptable solution
- ix. Overage compensation is not available for secondary music classes.
 - I. Overage compensation only applies to classes that take place during scheduled instructional time.
 - II. The “class size” shall be determined the Monday after the fall and spring state count dates for the purpose of state funding.
 - III. To receive overage compensation, the teacher must follow the process set forth in Article P.5.a-d. If remedies outlined in Article P.5.e.i-viii. are implemented, the teacher will not receive overage compensation during that instructional time.
 - IV. Class size overage payments shall be paid at the end of the semester in which the overage occurred.
 - V. Class size limits provided in Art. 12.P.3. may be exceeded provided the teacher is compensated under the following formula.
 - VI. In Elementary Pre-K-5/pre-K-8 the teacher will receive \$2 per student, per instructional hour, for a maximum of \$10 per day per student. For illustrative purposes only, the following example is provided. Ms. Smith teaches K and provides 5 hours of instruction to 28 students on Monday.

Students in class after count day	Class size limit	Overage	Hours of instruction taught per day	Amount paid per student over 26	Amount paid for the overage
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28	26	+2	5	\$2	\$20/day (2 student overage x 5 hours of instruction per day with overage x \$2 per student)
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In secondary schools, the teacher will receive \$2 per student, per eligible class, for a maximum of \$10 per day per student. For illustrative purposes only, the following example is provided.

Mr. Jones teaches High School English and provides 5 hours of instruction to 34 students on Monday.

Students in class after count day	Class size limit	Overage	Hours of instruction taught per day	Amount paid per student over	Amount paid for the coverage
34	30	+4	5	\$2	\$40/day (4 student overage x 5 hours of instruction per day with overage x \$2 per student)

- f. In the event the teacher is not satisfied with the decision, they may appeal the decision of the administrator to the Executive Director or Assistant Superintendent of the division (elementary, middle, or high) or designee.
- g. Within five working days following receipt of the teacher's appeal, the Executive Director of the division or designee will meet with the affected teacher and their Association representative and the administrator to hear and consider the appeal.

Within three (3) working days following the above meeting, the Executive Director or Assistant Superintendent shall render their decision. The Executive Director or Assistant Superintendent may implement a solution from subsection P.5.e.i–viii., above, or another solution.

- h. Nothing shall prevent any employee, upon mutual written agreement of the employee and the immediate supervisor, from accepting additional students.
6. This subsection (Article 12.P) is subject to the grievance procedure.
 7. The parties have established a joint committee known as the Joint Workload Review Committee. (See also Article 7.B).

Q. COMPENSATORY PAYMENT

1. When an employee is requested by their immediate supervisor and agrees to work hours longer than those to which they are regularly obligated by this Agreement, compensatory payment or time shall be granted as determined by the immediate supervisor.
2. Upon request of the employee, compensatory payment approved by the supervisor will be paid as applicable in Appendix C.7.
3. Accrual of approved time for payroll purposes will be on an hourly basis rounded to the nearest quarter hour.
4. Compensatory payment/time will not be authorized for:
 - a. Routine lesson plan development and grading of papers,
 - b. Attending IEP meetings, or
 - c. Parent contacts and/or parent conferences.
5. Compensatory time must be recorded on a standard form that differentiates between hours of supervision and instruction. Logs will be turned in within 60 days of the first entry.
6. 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.
7. Hours in excess of twelve (12) will be paid not later than June 30 of the current school year.
8. The restrictions established in Article 16.B.8.b. shall not apply to compensatory time.
9. In the event of a transfer from one building to another, the compensatory time accumulated shall follow the employee.
10. Each nurse will receive one full day (7.25 hours) of substitute coverage during the first two months of school for recordkeeping.

R. SCHOOL CLOSINGS, MERGERS AND CONSOLIDATIONS

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

To maximize careful planning and to minimize disruption to students and staff, the

following shall occur:

If possible, 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).

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.

In the event a building or program is moved to another building location, the principal shall make reasonable arrangements to allow teachers work time to pack and unpack (for example, students in assemblies, field trips, etc.). In the event such work time is not provided, teachers shall have the individual choice of packing and unpacking materials on their own time, or their materials will be packed and unpacked for them. The Board will continue to supply all needed boxes and tape. Teachers may but will not be required to move boxes or furniture from one location to the other.

If a teacher is required to move to another classroom in the same building or another building after the first staff report day, s/he will have one day to pack, and one day to unpack.

S. REORGANIZATION

In the event reorganization becomes necessary, a teacher affected by reorganization shall be provided with two full days of released time to prepare for the new assignment. In addition, if the teacher has expended their personal funds for materials or supplies for the original assignment, the Board will reimburse him/her upon a showing of receipts up to \$250.

T. SHARED POSITION

1. Two employees may agree to share one 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 employee unless the other employee agrees to assume the position full-time, an acceptable alternative is available, or the employee is disabled.
6. Both employees agree to participate fully in required activities such as evening functions (Article 12.K.8.) and parent-employee conferences. One 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.E.

U. SUBCONTRACTING

The duties of any Association member or the responsibilities of any position covered by this Agreement shall not be transferred to a person(s) not covered by this Agreement with the exceptions noted in Article 20.A.2. It is agreed that a less than full-time Association member will be utilized only as a last resort or if required by budget considerations (with the exception of those employees who voluntarily agree to job share as per Article 12.T., above).

1. Prior to the assignment of any Association work to a person(s) outside the unit, work will be offered to employees as follows:
 - a. A teacher who is under-utilized (i.e., does not have what is considered a full schedule of classes) and whose schedule will permit the addition of the work. Ancillary staff will be called in order of seniority.
 - b. An ancillary staff who is appropriately qualified but on layoff. The refusal of a workload less than that which the employee had at the time of layoff shall not constitute grounds for loss of recall rights.
2. No employee covered by this Agreement shall be required to perform work that 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, parents, and/or professional colleagues.
3. Employees will not be substituted for or replaced either in whole or in part by an intern.

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ARTICLE 13 - EMPLOYEE PROTECTION

A. CONTROL AND DISCIPLINE

Employees are principally responsible for the discipline and order of students under their supervision and in their building. An employee complying with Board rules and regulations and acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be supported and assisted by the Board. Employees and the Board are responsible for the enforcement of school regulations, rules, and policies. Therefore, in all cases, the employee and the administration shall follow the established disciplinary process, including the Student Handbook. 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 their action, if any, to the teacher in writing as soon as reasonably possible. The administrator will communicate with the teacher prior to or upon return of the student. If such communication does not occur, the teacher may contact the appropriate divisional Executive Director about the lack of communication. The Executive Director's decision concerning the communication shall be final and not subject to grievance. State law will be followed.
2. A teacher may recommend to the principal or designee suspension and/or exclusion of such pupil(s) from their classroom, or the teacher may exercise their right under the state Snap Suspension law to remove the student from their class for the remainder of the day. In the event the teacher uses the Snap Suspension law, they must follow both District policy and the Michigan Revised School Code provisions regarding Snap Suspensions.

C. CIVIL LITIGATION

If the employee is acting within the scope of his or her duties and is named as a defendant in a civil lawsuit, the District shall provide legal counsel of its choosing to the employee in connection with the lawsuit. However, if at any point it is determined that there exists a conflict of interest between the employee and the District, or the employee has acted

outside the scope of his or her duties, the District shall withdraw said representation and shall have no further obligation to the employee.

D. PHYSICAL ASSAULT OR INJURY INFLICTED BY A STUDENT

1. If an employee, acting within the scope of his or her duties, is assaulted as defined by the Michigan School Code and District policy, the incident shall be immediately reported to the District representative.
2. An employee who is injured or harmed by a student's act while the employee is acting within the scope of his or her duties and the student is under the jurisdiction of the District will follow all guidelines and procedures for a work-related injury, including completing the Employee Injury Report.
3. In cases of physical injury inflicted by a student (whether or not the student's action was intentional) on an employee while they are acting within the scope of his or her duties as an employee of the Board and the employee is determined to be eligible for workers compensation, 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 District not to exceed two years. When Worker's Compensation is paid, the District shall pay the difference between that sum and the employee's regular salary, not to exceed two years. During the period of disability, the employee shall be entitled to full applicable benefits of all employees' rights and privileges included in this Agreement.
4. An employee who has been physically assaulted by a student shall be notified in writing prior to a student who has received a long-term suspension or expulsion being returned to that school.

E. PROPERTY DAMAGE

In case of the damage of the employee's property by a student(s) while an employee is acting within the scope of his or her duties and while the student(s) is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, cell phone, watches, and/or jewelry (maximum reimbursement for cell phone, watches, and/or jewelry is \$500), prosthetic devices (e.g., hearing aids), the District shall reimburse the employee for reasonable and customary loss after the employee has appropriately completed an incident report and submitted documents to support reimbursement within 60 days of the incident and the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor in which such damage occurred. The District will not reimburse for loss of jewelry.

F. AUTOMOBILE VANDALISM AND/OR THEFT

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

The employee is acting in the line of duty during their regular assignment when such loss occurs, and the automobile is parked in the designated area, as assigned by the building administrator or supervisor, or the employee is transporting students at the request of the District, and loss more likely than not occurred as a result of an action taken by a student or students.

1. The district will pay a maximum of \$500 per incident or the cost of the repair, whichever is less, pending confirmation of repair.
2. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
3. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
4. The damage was properly reported to the employee's supervisor immediately after the discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the principal or the immediate supervisor.
5. The employee signs the claim form stating the damage and/or loss was, to the best of their knowledge, done while they was acting in the line of duty, and their automobile was parked in the area designated as the parking area or that they was transporting a student.
6. At least two (2) estimates from reputable local businesses shall be attached.
7. All reimbursement requests must be submitted within 60 days of payment for the damage.

G. COMPLAINT ABOUT AN EMPLOYEE

1. Any complaint directed toward an employee that is to become a part of that employee's permanent personnel record, and any other legitimate complaint that forms the basis of an investigation by the District, shall promptly be called to that employee's attention.
2. An employee being investigated by the District shall be informed, before being asked any questions and before being requested to produce any information, that anything they says may be used against him/her in relation to their employment. Upon determining that an incident involves a matter that could constitute a crime, the employee shall be informed that anything they says can be used in relation to criminal charges and in a court of law unless the employee is guaranteed *Garrity* rights by the District. The employee being investigated shall be informed of their right to representation.

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

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 in writing (copies initially retained by the administrator or supervisor), such deficiencies continue, the District may institute discipline and/or evaluation procedures which may result in the employee's dismissal. Nothing in this section precludes the District from initiating a written reprimand or more severe discipline when warranted by just cause (for ancillary staff) or as long as such discipline shall not be arbitrary or capricious (for teachers).

I. STAFF REPRIMAND

1. No ancillary staff employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional benefits provided in this Agreement without just cause. Information forming the basis for the discipline or reduction in compensation or benefits provided in this Agreement will be available to the employee and the Association. Employees with temporary contracts are not subject to just cause or arbitrary and capricious standards or due process and may be terminated at any time for any reason.
2. Before placing a written reprimand in an ancillary staff personnel file, the administrator making the reprimand shall:
 - a. Present the ancillary staff being reprimanded a copy of the reprimand.
 - b. Give the ancillary staff an opportunity to have an Association representative hear the reasons for the reprimand.

Require the ancillary staff to sign the original, which indicates only that the ancillary staff 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 verification that the employee is aware the reprimand is in their permanent file. The ancillary staff shall receive a copy at the time of signing.

J. PERSONNEL FILE

An employee shall at all times have access to their 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.

1. Any allegation of employee misconduct shall not be placed in their personnel file unless it has been substantiated after investigation.
2. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
3. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference other than those that are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials, and letter of resignation.

K. FREEDOM OF INFORMATION ACT

1. The District agrees to notify the employee by either telephone or email 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 as long as the employee requests the review the file within two days of the date notice is sent by the District. However, nothing herein shall prevent the District from complying with the time established by law for the District to respond. 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. Unlisted telephone number(s)
 - b. Personal insurance information
 - c. Social security number(s)
 - d. Bank account information
 - e. Credit union information
 - f. Medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
 - g. 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

- h. 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)
 - i. 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
 - j. Any disciplinary information more than four (4) years old, unless the disclosure is required by law
 - k. Any references to the employee's political or other associations or affiliations, as required under Bullard-Plawecki
 - l. Student records or references to specific students as required by FERPA
 - m. Evidence concerning authorization to work in the U.S.
 - n. Employer references, as required under Bullard-Plawecki
 - o. Educational transcripts
 - p. Criminal history checks including fingerprints
 - q. Documents pertaining to current litigation involving the requesting party
 - r. Privileged attorney communications, opinions, and work products
 - s. Home address
2. Furthermore, the Board agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at Human Resources but not yet converted to microfiche or entered into the HR personnel electronic system shall be considered to be a part of the personnel file.
3. The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this Agreement or any provision of this Agreement that conflicts with the court's opinion.

ARTICLE 14 - COMPENSATION AND BENEFITS

A. SALARY SCHEDULES

1. The salary schedule shall be based on teaching hours and workloads as stated in this Agreement and shall comply with the school calendars as negotiated by the parties.
2. The salaries of employees covered by this Agreement are set forth in Appendix B.
3. The salaries for extracurricular activities and additional assignments are as set forth in Appendix C.
4. 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 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. Repayment shall not begin until two pay periods following notice of overpayment or, if the employee resigns, from the employee's last paycheck.
5. Wage and Fringe Benefits Designee
 - a. In the case of death of an employee, the District is required to follow wage and hour and probate laws regarding disbursement of all owed wages and fringe benefits. Pursuant to Section 3 of the Wage and Fringe Benefits Act, MCL 408.480, the employee may designate someone to receive such payments.
 - b. Designee forms must be signed and on file in Human Resources. The employee designation may be cancelled or changed only by filling out a new form with Human Resources.
6. If Congress enacts legislation suspending FICA payments during the life of this Agreement, the parties shall meet to negotiate the impact.

B. PAY PERIOD

Each employee shall be paid bi-weekly beginning in September, by twenty- one (21) or twenty-six (26) equal payments per year, as selected by the employee. Notice of a change in selection from twenty- one (21) to twenty-six (26) pays or from twenty-six (26) to twenty-one (21) pays must be made in writing to Human Resources by August 15 of the year it is to take effect. In no event will any change be made without written employee

authorization. New employees will be offered the option of twenty-one (21) or twenty-six (26) pays at the time of employment.

C. EXTRACURRICULAR ASSIGNMENTS

1. Payment for an extracurricular 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 extracurricular 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 extracurricular assignment(s), (Appendix C.,2-4) 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:
 - a. Fall - December 31
 - b. Winter - March 31
 - c. Spring - June 30

D. SUBSTITUTE TEACHING

Each employee who is requested by their immediate supervisor and agrees to substitute during their preparation period will receive compensation at the rate provided in Appendix C.6.a or shall accrue compensatory time as outlined in Article 12.S.

E. INSURANCE BENEFITS

1. General Provisions
 - a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of benefit premiums.
 - b. For the 2023 plan year the District shall pay the following PA 152 hard cap amounts:

- i. Single: \$7,399.47
- ii. Two-Person: \$15,474.60
- iii. Full-Family: \$20,180.43
- c. The District shall pay the maximum PA 152 statutory hard cap amount effective January 1, 2024 and, January 1, 2025.
- d. Medical premiums are paid on a calendar year January 1 through December 31
- e. The annual amount paid shall be prorated for employees who work after July 1 and/or terminate before June 30.
- f. Medical premiums from January 1 through December 31 are payroll deducted from 21 pays. Insurance premiums for January – August will be deducted on paychecks between January 1 and June 30. Medical premiums for September – December will be deducted on paychecks between September 1 and December 31.
- g. Employees shall contribute annually an amount equal to the difference between the cost of the member’s elected medical insurance coverage level and the District’s annual contribution toward the premium of January 1 through December 31. This shall be prorated for part-time employees who are less than full time but work at least 40%, or late-start members.
- h. The employee’s contribution for medical premiums shall be paid via payroll deduction through the pre-tax premium portion of the District’s Section 125 flexible benefits plan

2. Eligibility

GRE A		
ELIGIBILITY	HOURS WORKE D	FT E
CIL, M, D, V, L, LTD	30	1.0
CIL, M, D, V, L, LTD (prorated)	27	.9
CIL, M, D, V, L, LTD (prorated)	24	.8
CIL, M, D, V, L, LTD	21	.7

(prorated)		
CIL, M, D, V, L, LTD (prorated)	18	.6
CIL, M, D, V, L, LTD (prorated)	15	.5
CIL, M, D, V, L, LTD (prorated)	12	.4
No Benefits	6	.2
No Benefits	3	.1

- a. Employees are eligible for benefits on their first day of work.
- b. Each eligible employee and their eligible dependent(s) defined by the underwriters are entitled to insurance coverage for the full period covered by this Agreement
- c. Overage dependent coverage terminates at the end of the calendar year in which the dependent becomes ineligible.

Benefit Eligibility							
	Employee	Spouse	*Child under 19	Child between the ages of 19 and 26	Full Time Student between the ages of 19 and 25	Full Time Student between the age of 25 and 26	Disabled Child over the age of 26
Medical Insurance	x	x	x	x	x	x	x
Dental Insurance	x	x	x	Not Eligible	x	Not Eligible	x
Vision Insurance	x	x	x	Not Eligible	x	Not Eligible	x
*"Child" includes dependent children, stepchildren, adopted children, and a child for whom the employee is the legal guardian.							
Employees and dependents are only eligible for benefits through the end of the month of the last day of the month in which they physically worked.							

3. Benefits Plans

Members may select one of the following plans, which includes dental, vision, life, and long-term disability. If no election is made, the member shall default to Plan B.

PLAN A

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1400 1P; \$2800 2P&FF
IN Coinsurance:	N/A
IN Copay (OV/UC/ER): Rx Coverage:	N/A ABC Mail Rx
Voluntary Abortion:	Excluded

PLAN B

Medical:	N/A – Cash In Lieu of Medical \$3,000 each calendar year
IN Deductible:	N/A
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	N/A
Voluntary Abortion:	N/A

PLAN C

Medical:	MESSA Choices
IN Deductible:	\$500/\$1000
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	\$20/\$25/\$50
Rx Coverage:	Saver Rx Mail
Voluntary Abortion:	Excluded

PLAN D

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1400 1P; \$2800 2P&FF IRS Minimum High Deductible (2023: \$1500, \$3000)
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	3 TIER
Voluntary Abortion:	Excluded

PLAN E

Medical:	MESSA ABC Plan 2
IN Deductible:	\$2000 1P; \$4000 2P&FF
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	N/A

Rx Coverage:	ABC Mail Rx
Voluntary Abortion:	Excluded

4. Non-Medical Benefits

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

a. Dental

Class I:	80%
Class II:	80%
Class III:	80%
Annual Max:	\$1,500
Class IV:	80%
Class IV/ Lifetime Max:	\$1,500
Riders:	2 Cleanings
Dental – Coordination of Benefits	
Class I:	50%
Class II:	50%
Class III:	50%
Annual Max:	\$1,500
Class IV:	50%
Class IV/ Lifetime Max:	\$1,300
Riders:	2 Cleanings

b. Vision

Co-payment - None	Participating Provider	Non-Participating Provider
Examination Once Every Plan Year	Covered 100%	Reimbursed Amount Up to \$35 (OD) Up to \$45 (MD)
Lenses Once Every Plan Year <ul style="list-style-type: none"> • Single Vision • Bifocal • Trifocal • Lenticular • Oversized Lenses 	Covered	Up to \$38 Up to \$60 Up to \$72 Up to \$108 Not Covered
Frame Once Every Plan Year	Retail Allowance Up to \$65	Up to \$55

Contact Lenses Once Every Plan Year Elective Contact Lenses	In lieu of Lenses & Frame Up to \$115 Retail	In lieu of Lenses & Frame Up to \$115
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c. Long-Term Disability (LTD):

In the event that a member qualifies for long-term disability, the Board shall pay its portion of all insurance benefits for the first six months, contingent on receipt of the member’s portion of the payment. For the next six months, the Board shall pay its portion of medical insurance premiums only, and all non-medical coverages will be terminated. After 12 months, all benefits will be terminated. LTD runs concurrently with all available paid or unpaid leave under this Agreement, including eligible FMLA leave, and shall not exceed a total of 12 months leave.

Eligibility Waiting Period:	Employees are eligible on the first day following five (5) consecutive days as a member.
Monthly LTD Benefit	66 2/3% of the first \$7,500 of your monthly pre-disability earnings, reduced by deductible income.
Maximum Monthly LTD Benefit:	\$5,000 before reduction by deductible income.
Minimum LTD Benefit:	\$100 or 10% of your LTD benefit before reduction by Deductible Income, whichever is greater.
Benefit Waiting Period	60 ays

F. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT: \$50,000

G. PAK B WITH CASH IN LIEU (EMPLOYEES WORKING 40% OR MORE)

Cash in Lieu total annual amount of \$3,000 (paid September through June) will be prorated based on part-time hours and start date. Employees electing Cash in Lieu of health insurance will receive an additional \$10,000 in Life/AD&D insurance.

H. HEALTH SAVINGS ACCOUNT

The Board will establish and maintain a Health Savings Account (HSA) for employees choosing the ABC Plan 1. If there is a difference between the actual July 1 three-or-more-person ABC 1 Plan (PAK D) premium and amounts listed in Article 14.E.1.b, resulting in a savings to the District, the savings will be passed to the employee in their HSA account.

I. FLEXIBLE SPENDING ACCOUNT

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

a. Medical Spending Account

- b. Dependent Care Spending Account
2. These accounts allow an employee to set aside tax-free dollars to pay for IRS-approved, medical-related expenses and dependent care expenses.
 3. The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in the MESSA ABC Plan 1.
 4. A Dependent Care FSA will be available for child-care expenses for all eligible employees regardless of their medical plan choice.
 5. Optional Benefits
 - a. All optional benefits elected by an employee shall be paid through payroll deductions.
 - b. Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.
 - c. Optional benefits shall be made available to all benefit-eligible employees as follows:
 - i. Basic Term Life Coverage
 - ii. Supplemental Term Life Coverage
 - iii. Accidental Death and Dismemberment Coverage
 - iv. Dependent Life Insurance
 - v. Survivor Income Coverage
 - vi. Short Term Disability Insurance
 6. Other Provisions
 - a. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee's medical insurance, dental insurance, vision insurance, and negotiated group term life insurance shall continue, with necessary premiums paid by the Board, for twelve (12) months. However, employees must continue to pay their portion of the insurance premiums. If the employee is still disabled after 12 months, they may, at the employee's expense, continue insurance benefits through COBRA.

- b. The Board shall pay its portion of insurance premiums during the summer for laid-off employees. However, employees must continue to pay their portion of the insurance premiums.
- c. Medical, dental, vision, negotiated group term life, LTD, or cash in lieu changes will become effective the first of the month following the change of employment status. Other qualifying life events, such as birth, marriage, or divorce are effective the date of the event.
- d. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.
- e. All newly hired employees must enroll in benefits within 30 days of hire. An employee may change the level of coverage during the annual open enrollment period or within 30 days of a qualifying event only by notification to the District's third-party administrator.
- f. When spouses are members of this bargaining unit, not more than one may select medical coverage. The other may select the Optional Benefits listed in subsection E.5, above. It is the intent of the parties to eliminate double coverage whenever possible.
- g. If the employee becomes totally disabled from any cause before reaching age 60, the negotiated group term life insurance provided will be continued for the duration of their total disability without payment of further premiums regardless of whether the carrier is still in force. The employee is responsible for making application for the waiver of premium in a timely fashion.

7. Changes in Carrier

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

J. TUITION REIMBURSEMENT

1. Qualifications

- a. Each employee holding standard, professional, permanent, continuing, or life certification may qualify for tuition reimbursement, provided they are not eligible for tuition reimbursement from another source(s). Nurses, school psychologists, school social workers, and therapists are eligible after completing two (2) years of Grand Rapids Public School employment. For those probationary teachers holding a standard certificate, they must be in their second, third, fourth, or fifth years of employment with Grand Rapids

Public Schools to be eligible.

- b. Each employee on leave of absence without pay for study purposes may qualify for tuition reimbursement 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 for tuition reimbursement.
- d. Coursework 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 they resigns or retires before they works at least 30 workdays after the completion of the coursework.

2. Course Approval

- a. A request for reimbursement must be made in writing to the Benefits Office at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date, and the name of the university or college offering the course.
- b. Such course(s) must be for college graduate credit, workshop equivalent to college graduate credit, or be a Grand Rapids Community College course. Nurses will be reimbursed for undergraduate course(s). In addition, State Board CEU's will be reimbursed when all of the requirements in subsection F.5 below, are met.
- c. The course(s) must be related to the employee's regular assignment. The administration's judgment of relevancy is final and binding and is not subject to the grievance procedure.
- d. Approval or disapproval shall be submitted to the employee in writing.

3. Tuition Reimbursement Rates

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

rate charged but shall not exceed the highest current rate of the universities referred to in subsection F. 3.a, above.

4. Tuition Reimbursement Eligible Hours

- a. The maximum number of credit hours eligible for tuition reimbursement per year (September 1 – August 31) for an employee working thirty (30) or more hours per week and in years two, three, four or five of their probationary period shall be:
 - i. Semester hours – 6
 - ii. Term hours – 9
 - iii. The employer will only reimburse employee for the number of CEUs required for licensure per renewal cycle. For example, if a psychologist requires 30 hours over a two- year period, the employee will be reimbursed for a total of 30 hours over a two- year period.
- b. The maximum number of credit hours eligible for tuition reimbursement per year (September 1 – August 31) for an employee working thirty (30) or more hours per week – non-probationary members shall be eligible for:
 - i. Semester hours – 3
 - ii. Term hours – 6
 - iii. The employer will only reimburse employee for the number of CEUs. Required for licensure per renewal cycle. For example, if a psychologist requires 30 hours over a two-year period, the employee will be reimbursed for a total of 30 hours over a two-year period.
 - iv. Teachers in year one of probation are not eligible for tuition reimbursement.
 - v. All other employees shall be reimbursed pro rata according to the number of hours worked per week.
- c. Tuition Reimbursement Application Procedures
 - i. Pre-approval of the course must be obtained.
 - ii. The employee must satisfactorily complete the course with a passing grade.

- iii. The employee must submit the tuition receipt to the approving party for payment authorization.
- iv. The Business Office shall make payments according to its procedure

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ARTICLE 15 - PLACEMENT ON SALARY SCHEDULE

A. PLACEMENT

Placement on salary schedules shall be on the basis of training and experience as hereinafter defined (Article 15.B–E, below).

B. CREDIT AND ADVANCEMENT

1. Credit on the schedule will be allowed for obtaining only one (1) Bachelor or Master's degree.
2. When steps are permitted by this Agreement, 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 shall grant each new employee credit for external experience directly related to the employee's assignment. Within 30 calendar days of the acceptance of the offer of employment, the Association shall be notified. The notification shall include the employee's name, years of experience, the type of experience, and the experience credit granted.

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 and submitting it to Human Resources prior to October 1 or February 1 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 lane movement.

If an employee completes a higher degree but the degree has not been granted and submitted to Human Resources on or before October 1 or February 1, the additional remuneration shall not 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 Human Resources, provided the delay of submission of

the degree is beyond the control of the employee. This does not apply to lane changes that were closed to new entries after October 1, 2017 (MA 10, MA 20, Specialist, and PhD) or for employees employed after June 30, 2017.

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

F. ANNUAL INDIVIDUAL CONTRACT STATEMENT

Each school year, all bargaining unit members shall receive a written contract specifying the teacher's or other employee's placement on the salary schedule (level, column and longevity) for that year by October 30 for continuing employees. If an employee is hired after October 30, a written contract shall be provided to the employee within ten (10) days of the date that they begin their assignment. However, failure to issue contracts by October 30, or within ten (10) days for new hires, shall not constitute a breach of this Agreement if the District provides the Association notice and a reason for the delay. When the labor contract is unsettled, the prior year's contract shall govern until the successor contract is ratified.

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ARTICLE 16 - LEAVES OF ABSENCE

A. CONCURRENT LEAVE

All forms of paid and unpaid leave, including eligible FMLA leave, provided under the Agreement shall run concurrently and shall not exceed a total of twelve (12) months of leave. See also Article 14 (E) (4) (c) on insurance provided under LTD.

B. EARNED LEAVE DAYS

1. Each active employee shall be eligible to earn leave with pay subject to the limitations provided herein, and all leave days used shall be deducted from accumulated leave.
2. Each regular full-time employee shall earn sick leave days at the rate of one day per month of employment for a total of ten (10) days per year, provided they are employed for the full school year.
3. The days shall become effective upon active employment.
4. Unused, earned leave days shall be cumulative for each individual employee and shall be credited to the employee's sick leave time bank. The amount of each employee's accumulation is unlimited.
5. Accumulated sick leave time shall terminate upon death of the employee or upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave shall be credited with previously earned accumulated benefits.
6. Employees reinstated from a suspension shall be credited with previously earned accumulated benefits and any benefits that would have accrued during the suspension if no disciplinary action is taken.
7. All new full-time employees on regular contracts (temporary contracts are not eligible) shall be given five (5) sick leave days at the beginning of employment and shall earn days at one per month. These days are prorated for less than full time employees. However, employees on a temporary contract will not be eligible for these five (5) days. Once the employee is permanently hired, they will receive the five (5) days.
8. Proration
 - a. Earned leave days shall be prorated for any employee working on a partial contract.

- b. Each employee who does not work a complete school year due to layoff, termination, resignation, unpaid leave, 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. Any necessary payroll adjustment shall be made on the employee's last paycheck. The Board is hereby authorized to make any such adjustment, provided it is the appropriate amount, without specific written authorization from the employee. However, the Board will notify the employee in writing of the calculation of the adjustment in advance of the last paycheck.

C. TYPES OF LEAVES OF ABSENCE

1. Family Medical Leave

- a. The Board 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 prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months prior to the leave). If the employee requests leave for one of the following reasons, the Board shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act (FMLA):
 - i. the serious health condition of the employee; or
 - ii. the serious health condition of the employee's spouse, parent, or child; or
 - iii. the placement of a child for adoption or foster care; or
 - iv. the birth of the 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 a physical or mental disability; or a biological, adopted, or foster child); or
 - v. qualifying exigency leave: eligible employees who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military-sponsored functions, making appropriate financial and legal arrangements, and

arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces; or

- vi. Military caregiver leave: eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for a service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty. This provision applies to the families of members of both the active duty and reserve components of the armed forces.
- b. Whenever practical, the employee will provide the Board at least thirty (30) calendar days' written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.
 - c. The Board requires that FMLA leave be supported by certification from the employee's or family member's healthcare provider. The employee shall have 15 days to obtain and return the medical certification. Reasonable extensions of time shall be granted upon request. Failure to comply with this provision will result in a denial of FMLA leave and the employee shall also not be eligible for Personal Illness Leave pursuant to subsection B.3).
 - d. 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.
 - e. The employee must use all accrued paid leave days before **they** may go on unpaid status.
 - f. The employee shall have the right to take the leave on a reduced or intermittent schedule when certified as medically necessary. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the Board to:
 - i. take leave for periods of a particular duration; or
 - ii. temporarily transfer to another position offered by the Board for which the employee is qualified.
 - g. FMLA leave shall run concurrently with other applicable leaves of absence, if any.

- h. The Board shall maintain District-paid medical, dental, and vision benefits during periods of leave covered by the FMLA.
 - i. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter) 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 for any period of time the employee is deemed ineligible for employer-sponsored benefits. Such reimbursement shall be deducted from any remaining monies then owed to the employee.
 - j. An employee who fails to return to work at the expiration of the FMLA leave without authorization from the Board is subject to discharge and will be expected to reimburse the District for the medical, dental, and vision premiums for any period of time the employee is deemed ineligible for employer-sponsored benefits. The reimbursement shall be deducted from any remaining monies then owed to the employee.
 - k. Seniority shall continue to accrue during the FMLA leave.
 - l. An ancillary staff member shall upon return from 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.
 - m. 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.
2. Americans With Disabilities Act (ADA) Leave
- a. Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing her/his job duties because of a disability, unless the leave is determined to impose an undue hardship to the District, in accordance with the ADA.
 - b. A disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of that person.
 - c. Employee requests for disability leave shall be submitted in writing and the disability and recovery period shall be defined and certified by licensed healthcare provider, subject to a second opinion at the Employer's expense.
 - d. Disability leave shall not exceed one year (12 months), unless specifically authorized by the Superintendent or designee. An employee who fails to

return from disability leave shall be subject to discharge.

- e. The employee must use all accrued paid leave days before **they** may go on unpaid status.

3. Personal Illness Leave

- a. An employee may request personal illness leave under the following conditions:
 - i. The employee has a serious health condition as defined by the FMLA but does not meet the eligibility requirements for FMLA.
 - ii. An employee's family member has a serious health condition as defined by the FMLA, but the employee does not meet the eligibility requirements for FMLA.
 - iii. The employee does not have a serious health condition as defined by FMLA but has an illness or condition that requires him/her to be absent from work for more than five (5) days (e.g., minor surgery).
- b. In cases subject to Workers' Compensation Law, personal illness leave may be used to supplement Workers' Compensation benefits so that the total amount paid to an employee will equal, but not exceed, their regular salary for the period of absence from duty.
- c. An employee requesting personal illness leave shall submit a request in writing and shall submit a certification from a licensed healthcare provider to Human Resources, indicating that the leave is necessary. Failure to provide medical certification within 15 days will result in a denial of the leave unless an extension is requested and granted.
- d. During a personal illness leave, an employee must exhaust all sick and personal business leave and accrued compensatory time before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of that month. However, if an employee has been employed less than 12 months with the district, the district will continue to pay its portion of the benefits for the first 12 weeks of the employee's leave. Failure to return to work at the expiration of the leave will require repayment of the District's portion of the benefits paid.
- e. Personal illness leave shall not exceed one year (12 months).
- f. Prior to return from personal illness leave, the employee shall present a medical release from their physician, if applicable, that they are 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 a healthcare provider of its choice.

4. Childcare Leave

- a. Childcare leave shall be granted for the purpose of bonding with the employee's natural newborn, adopted, or foster child for employees who have either exhausted their FMLA leave or who are ineligible for FMLA.
- b. During a childcare leave, an employee must exhaust all sick and personal leave and accrued compensatory time before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of the month.
- c. Childcare leave may extend up to one (1) year (12 months), including time covered by the FMLA, during the first year after the child's birth or placement. 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.
- d. Unless otherwise agreed according to subsection B.4.c, above, the ancillary staff will be returned at a semester break to the position the ancillary staff occupied prior to the beginning of the leave, provided the actual duration of the leave does not exceed twelve (12) months, the position has not been eliminated, and the ancillary staff made the request in writing at the time the leave began. If the position no longer exists, or if the ancillary staff and the Superintendent agree, the ancillary staff will be placed in a position equivalent in pay, benefits, hours, and other terms and conditions of employment, if one exists.

5. Bereavement Leave

- a. Bereavement leave time because of the death in the immediate family (spouse, children, siblings, parents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, any minor child living with the employee) of an employee shall not exceed nine (9) working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two working days. Additional time may be taken as allowed by the Superintendent or designee.

6. Civil Duty Leave

a. Jury Duty

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

b. Court Appearances (District Related)

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

c. Court Appearances (Not Related to Work)

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

d. Public Office

- i. Upon thirty (30) day notice and upon approval of the Superintendent, the Board shall grant a leave of absence for not more than three (3) weeks, without pay or benefits, to any employee to campaign for public office. If the employee does not exercise the leave of absence listed in subsection B.6.d.ii, below, the Board agrees to return ancillary staff to the same position held prior to the leave.
- ii. If the employee is elected to the public office and it is necessary to discontinue their employment in the Grand Rapids Public Schools in order to fulfill the requirements of their political office, they may, at the discretion of the Board, be granted a leave without pay or benefits for the term of the elected office but said leave shall not exceed two (2) years.

7. Educational Leave

- a. Upon approval of the Superintendent, leave of absence without pay (including benefits) may be granted for educational leave for the duration of actual attendance in the educational program, not to exceed one (1) year (12 months). Educational leave may be renewed upon approval of the Superintendent.
- b. An educational leave shall be designated as one (1) of the two (2) following categories:
 - i. Study related to the employee's assignment or prospective assignment as determined at the time of application. The employee will be re-employed and will be advanced on the salary schedule as if they were employed by the Board if salary increases were provided to other employees during the time of the leave.
 - ii. 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:
 - I. They shall possess a provisional, permanent, continuing professional education certificate in the area in which the vacancy exists.
 - II. They 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.

8. Personal Business Leave

- a. Each employee may use, yearly, six (6) leave days for the employee's personal business which shall not be deducted from their leave accumulation. An employee may take up to four (4) days consecutively without providing a reason. An employee may not take more than four (4) consecutive days without the permission of the principal or supervisor, who shall have discretion to grant leave or deny leave. An employee is required to state the reason for leave requests greater than (4) days. Leaves will be granted under the following conditions:
 - i. The application shall be made on the form provided by the Board and processed according to administrative rules.
 - ii. 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.
 - iii. This leave shall not be utilized for vacation, recreational, and/or hunting and fishing purposes.
 - iv. This leave may not be utilized the day immediately before or after a holiday or break period. Exceptions may be made by the Superintendent or their designee.
- b. The following limits on the number of days used will be followed unless increased by the administration.
 - i. 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.
 - ii. 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.
- c. Four (4) days may be sold to the District at a rate of \$100.00 per day, less required withholdings, for full-time employees and shall be prorated for part-time employees.
- d. Employees must notify the District of intent to sell personal business days by the last workday before spring break, to be paid on the last payroll in May. If timely notice is not provided, unused personal business days shall be rolled into unused sick days.

- e. Unused personal business days will accumulate as accumulated sick leave days.
9. Leave for other purposes
- a. Association leave
 - i. Leave of absence with pay, not to exceed a cumulative total of fourteen (14) days per school year (this does not include the District's portion of employee's retirement costs, which shall be reimbursed to the District pursuant to MCL 38.1371) in an amount not to exceed \$2000, and six (6) additional Association leave days, the cost of which shall be reimbursed to the District in full inclusive of salary, benefits, payroll taxes and substitute cost (if any). Association leave days shall be given to the Association upon application thereof for Association purposes. Application must be made with Human Resources via the principal or immediate supervisor and must be approved by the GREA president 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 in full inclusive of salary, benefits, payroll taxes, and substitute cost (if any).
 - ii. A paid leave of absence of up to three years (3) years (36 months) for one (1) employee shall be granted to any employee upon written application for the purpose of serving as the President of the local Association. This leave may be extended upon request of the Association.
 - iii. 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 District with the exception of the actual cost of the Michigan Public School Employees Retirement System (MPERS) contribution required to earn a full year of retirement credit. This amount shall reflect a prorated reduction of any MPERS pass-through monies that the District receives as part of its state aid payments pursuant to Sections 147a and/or 147c of The State School Aid Act of 1979 (MCL 388.1601 *et seq.*). The District shall bill the Association by July 31 of each year. Any employee granted this leave is required to submit time records to the District indicating sick leave or personal leave as required by the District.
 - iv. If the Association President is a member of the ancillary staff, the employee shall be returned to their 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 Board will be allowed to fill their position on a temporary basis.

b. Religious Holiday Leave

An employee may use two (2) sick days for religious observances if they have no personal business leave days. When an employee requests the use of this leave for days not known to be a religious holiday, the Board may request documentation.

c. Career Exploration Leave

i. Upon application, the Board shall grant an unpaid leave of absence for one (1) year (12 months) 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 (12 months).

ii. 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 their designee.

d. Peace Corps, United States Government Teaching, Exchange Teaching, Military Leave (Non-FMLA Qualifying)

i. 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 be, upon returning from such leave, advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.

ii. Military leave for the employee, military qualifying exigency leave, or military caregiver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.

e. Short-Term Leave

- i. The District agrees to grant all requests for unpaid leave subject to the following conditions:
 - I. The leave is requested five working days in advance of the beginning of such leave except in situations where the employee is prevented from doing so by conditions beyond their control.
 - II. The leave may not exceed ten (10) consecutive working days.
 - III. The leave, except in emergency situations, shall not fall during the first two (2) weeks of school or the last two (2) weeks of school.
 - IV. No reason need be given by the employee for use of short-term leave day(s), and the day(s) may be used for recreational purposes including the extension of holiday periods.
 - V. The day(s) will be granted on a "first-requested, first-granted" basis.
 - VI. No employee may have more than one (1) short-term leave in any school year.
 - VII. For an ancillary staff employee, a short-term leave will not, due to the absence of the employee, cause any evaluation timeline to expire. Any evaluation timeline 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.

f. Employee Visitation Leave and District Function Leave

- i. Paid leave when 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.
- ii. Attending any function when so requested by the administration.

g. District Discretion Leave

Other leaves of absence without pay may be granted by the Board at its sole discretion.

D. GENERAL RULES

1. "Active Employment" means reporting to work and performing the tasks for which the employee is employed. Employees qualified for workers' compensation will also be considered active employees for up to twelve (12) months.
2. Accumulated leave may be used in 30-minute increments.
3. After five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence
4. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.
5. Leave because of serious illness or injury of a relative beyond the immediate family shall be allowed to provide for emergency arrangements and shall not exceed two (2) working days per occurrence.
6. 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.
7. If an employee is returning from a personal illness or injury and the Board has reason to believe the employee is not yet medically fit to return, the Board may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board-identified physician for a second opinion.
8. Teachers and ancillary staff shall be required to make only one (1) contact reporting an absence. The Principal or supervisor shall notify them in advance where absence calls should be made. Employees shall give such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
9. Use of leave for purposes other than as stated in this article shall be cause for disciplinary action up to and including discharge.

10. 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 their option, may require approval of any such medical certificate by another physician selected by him/her.
11. Application
 - a. Except for qualifying FMLA leaves or circumstances beyond the employee's control, application for leave of absence must be made, in writing, to Human Resources not less than forty (40) working days before the commencement of the leave, or as soon as practicable.
 - b. The application must identify the type of leave requested and include all information supporting the request.
12. Grant or Denial
 - a. The grant or denial of the application will be in writing.
 - b. Leave will be granted if it results in the return to work of an employee on layoff, provided it does not violate the MTTA.
 - c. Consecutive leaves may be granted at the discretion of the Superintendent.
13. Benefits During Leave

No benefits or salary will be paid by the District during unpaid leave.
14. Duration of Leave

Except as otherwise provided in this Article, the duration of any leave shall not exceed one year (12 months).
15. Notification of Return
 - a. Employees shall return to work upon expiration of their leave. An employee must notify Human Resources, in writing, either that they will return to work or request an extension. The notice or request must be received by Human Resources no later than thirty (30) calendar days before the expiration of the leave. If an employee fails to return to work, give timely notice, or to timely request an extension it 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 Superintendent. 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.

16. Return from leaves

a. Non-military leaves

- i. The Superintendent shall make every reasonable effort to return ancillary staff that have been on an extended non-military 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.
- ii. The Superintendent shall re-employ any ancillary staff 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 their designee.

b. Military leaves

- i. Employees who are returning from military leave must give notice of intent to return to work according to the following guidelines:
 - I. For service less than 31 days, the employee must return to work five (5) days after release from service.
 - II. For service of more than 30 days but less than 181 days, the employee must provide notice of intent to return within 14 days of release from service.
 - III. For service of more than 180 days, the employee must provide notice of intent to return within 90 days of release from service.

- c. Ancillary staff employees are entitled to return to their same position or a comparable position consistent with the Uniformed Service Employment and Reemployment Rights Act of 1994 as amended.

- d. Upon Return From Leave
 - i. The employee's rights to benefits under this Agreement will be reinstated.
 - ii. If the employee worked fifty percent (50%) or more of the scheduled workdays in the school year in which the leave commenced, one step on the salary schedule shall be credited, if the Board gave salary schedule increases. Otherwise, the employee shall be placed on the same salary step as at the commencement of the leave.

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ARTICLE 17 - GRIEVANCE PROCEDURE

A. DEFINITION

1. Grievance: a claim by one or more employees of a violation of this Agreement, or improper interpretation or application of this Agreement
2. Grievable event: the alleged violation of this Agreement,.
3. Aggrieved: the person(s) who alleges a violation of this Agreement.
4. Individual grievance: a grievance filed by one individual employee directly affected by the alleged violation of this Agreement. Individual grievances commence at Level One in the process listed in Article 17.D.1.
5. Group grievance: a grievance filed by two or more individual employees who are directly affected by the same alleged violation of this Agreement. Group grievances commence at Level Two in the process listed in Article 17.D.2.
6. Association grievance: a grievance filed by the Association President or Association's executive board on behalf of three or more employees alleging a violation of this Agreement. Association grievances commence at Level Two in the process listed in Article 17.D.2.
7. Day(s): Bargaining unit member workdays.

B. NONGRIEVABLE ITEMS

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

1. Termination or failure to re-employ any probationary employee
2. Any claim or complaint for which there is another remedial procedure or forum established by law including matters related to evaluation, job placement, layoff or recall, discipline, or any other claim prohibited by law for teachers (employees) covered by the Michigan Teacher Tenure Act (MTTA.)

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.

- i. 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 and the Association shall be notified by Human Resources within five days of its notice of such informal resolutions.

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 denied and the process ended. 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. In no event shall the outcome of a grievance due to missed timelines be considered precedent setting.

1. Level One

- a. An employee may file an individual grievance, in writing, within 15 days of the grievable event.
- b. Five copies of this written grievance shall be prepared by the employee and one copy shall be sent to each of the following:
 - i. the aggrieved,
 - ii. principal or supervisor,
 - iii. the association's grievance chair,
 - iv. the association's MEA UniServ Director, and
 - v. the Director of Human Resources
- c. Within five (5) days of the filing date, the principal or supervisor and/or their representative will meet with the aggrieved and/or the aggrieved's Association representative in an effort to resolve it. A written answer shall be given within five (5) days after such meeting. Copies of the answer shall be sent to the parties as in subsection D.1.b, above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One, a letter shall, within five (5) days thereafter, be transmitted by the

employee or the employee's Association representative to all of those listed in subsection D.1. b, above, stating that the grievance is being moved to Level Two. Within ten (10) days of receipt of a Level Two grievance, the Director of Human Resources or their designee will meet with the Association to discuss the issues. In the case of an individual grievance, the aggrieved must be present at the grievance hearing, whereas in the case of a group or Association grievance, the impacted aggrieved bargaining unit members are not required to attend the grievance hearing. A written answer shall be given within fifteen (15) days after the meeting on the grievance.

- b. A group grievance commencing at this level shall be filed within 20 days of the grievable event. An association grievance commencing at this level shall be filed within forty-five (45) days of the time at which the Association leadership gained knowledge of the grievable event.

3. Level Three

- a. In the event that the decision at Level Two is not satisfactory and the association decides to proceed to arbitration, the Association shall notify the District of this decision within 10 days following its next regularly scheduled executive board meeting. Grievances unresolved at Level Two shall be advanced to Level Three by filing a demand for arbitration with the appropriate arbitrator. The Association and the District shall attempt to create a mutually agreed upon list of standing arbitrators that shall be appointed as arbitrators on a rotational basis for the duration of the Agreement. Such a panel of arbitrators shall follow the American Arbitration Association's current rules for voluntary labor arbitration rules.
- 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. In no case shall either party be responsible for the expense of witnesses called by the other party.

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

E. EXPEDITED GRIEVANCE PROCEDURE

1. When either party so requests, a grievance on behalf of ancillary staff related to the processes for transfers, vacancies, job postings, layoff, and/or recall 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 their designee.
 - b. Within five (5) days of the receipt of an expedited grievance, the Superintendent or their designee will indicate the level at which the grievance will be heard and establish a mutually agreeable hearing date no later than ten (10) days after the receipt of the expedited grievance. The decision of the hearing officer(s) will be rendered within five days of the hearing.
 - c. In the event the decision of the hearing officer(s) indicated in subsection E.2.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 within fifteen (15) days of the grievable event.
4. Any grievance filed as an alleged violation of an Article not stated in subsection E.1, above, may by mutual agreement between the Director of Human Resources and the Association be processed via the expedited grievance procedure.

F. GRIEVANCE HEARINGS

Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary. Neither shall it lead to overload nor overtime payments for the time spent at hearings.

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ARTICLE 18 - SANCTIONS, STRIKES AND PENALTIES

A. NO STRIKE

During the term of this Agreement, neither the Association nor any person acting on 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 their position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself place and will not request any other organization to place a sanction of any form on the Grand Rapids Public Schools.

B. ASSOCIATION VIOLATION OF STRIKE AND SANCTIONS

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

C. EMPLOYEE PENALTY

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

D. ASSOCIATION PENALTY

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

E. CAUSE OF DISCHARGE

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

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ARTICLE 19 - APPOINTMENTS AND RELEASE OF EMPLOYEES TO AND FROM PAID EXTRACURRICULAR ASSIGNMENTS

A. ANNUAL APPOINTMENTS

1. All appointments to reimbursed extracurricular assignments are annual appointments. The appointment(s) is binding for the Board and the employee at the time the position(s) is authorized.
2. At the time the assignment is made, the 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. Except for the assignments outlined in Appendix C, debate, forensics, BPA, DECA, special education consultants, team leaders, and lead teachers (Appendix C) and positions listed in Appendix I., the Board shall not hire or appoint any non-bargaining unit member to an extracurricular 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. Extracurricular assignments carrying additional remuneration, shall not be automatically renewed each year. The principal shall maintain the right to recommend to the Superintendent the candidate who has the best qualifications for the assignment as provided in subsection A.3, above. An employee is not required to accept the assignment against their will.

B. APPOINTMENT PROCEDURE

1. Each principal shall annually recommend employees for appointment to each paid extracurricular assignment authorized for the school year. See Appendices C and I for further details.
2. Each employee wishing to be relieved of appointment for the following school year shall notify the principal in writing, prior to May 10.
3. 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 of Athletics and Student Activities.
4. Each employee wishing to apply for any position other than athletic shall submit a written application to the principal and a copy to the appropriate administrator.
5. Known vacancies other than athletic or those listed in Appendix C. 5. (for the following school year shall be published by the principal in their building for 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. The principal may, but is not required to, publish positions outlined in Appendix I as well as debate, forensics, BPA, DECA, special education consultants, team leaders, and lead teachers.

6. The Director of Athletics and Student Activities shall publish all known athletic vacancies of all secondary schools in each school building for a period of 10 working days prior to May 25. No vacancy in a position listed in Appendix C.2 (High School Athletics) will be filled without being posted 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 that become known during the summer shall be posted in the office of the Director of Athletics and Student Activities.
7. Each principal shall submit recommendations for appointments for the following school year by May 30 for all positions for which, in terms of known staff and known needs, they can arrive at firm recommendations.

C. RELEASE PROCEDURE

1. This section does not apply to positions outlined in Appendix I, and debate, forensics, BPA, DECA.
2. The appropriate administrator, after showing due cause in writing, may release or place on probation any employee at any time.
3. Any employee in C.2, above, or C.4, 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 employees holding positions of higher authority, such as head coach, athletic director, department head, etc.
4. Any employee who is desirous of retaining an extracurricular 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.
5. Coaches not reappointed shall have thirty (30) days after receiving written notification of non-reappointment 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 their designee, and two (2) coaches, selected by the coach, and one (1) member selected by the four (4) members. This board of review shall make recommendations to the Superintendent.

6. The Superintendent's decision shall be final. The decision shall be given, in writing, to the employee and shall become part of the 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 extracurricular assignment. The conclusion of assignment for each athletic coach will be at the completion of the MHSAA finals in their particular sport.

E. CLINIC PASSES FOR COACHES

1. With the approval of the principal, school athletic director, and the Director of Athletics and 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 Athletics' funds. This is one (1) clinic or convention per coach per year.
2. Passes issued by the Board for coaches and other athletic personnel attending events in an official capacity are to read, "Admit bearer and one (1) guest."

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ARTICLE 20 - MISCELLANEOUS PROVISIONS

A. INDIVIDUAL CONTRACT SUBJECT TO MASTER AGREEMENT

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

2. Temporary Contracts

This provision only applies to Ancillary staff and to employees not covered by the Michigan Teachers Tenure Act.

- a. Types

- i. Long-Term Temporary Vacancy

A temporary contract shall be issued to an individual who is temporarily filling a vacancy created by an employee who is absent due to a leave of absence of more than 60 days 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.

- ii. Permanent Vacancy

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

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

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

B. CONTRARY TO LAW

The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board. 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.

C. EQUALITY OF APPLICATION

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

D. COPIES OF AGREEMENT

Copies of this Agreement shall be emailed to employees and placed on the District's and Association's websites.

E. ACTS OF GOD

If an Act of God Day(s) results in an instructional day being rescheduled (whether required by law or the District), the following shall apply:

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 or an Act of God, employees 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 to an employee in

accordance with their step and level on the salary schedule, including all salary schedules/payments set forth in any of the Appendices in this Agreement.

5. Should an Act of God Day cause the scheduling of additional student instruction time to meet the Pre-K–12 Education hour requirement, any make-up time for Pre-K–12 will be mutually determined by the Parties.

F. EMERGENCY MANAGER

This provision allows an emergency manager appointed under the Local Financial Stability and Choice Act (MCL 141.1541 to 1575) to reject, modify, or terminate the collective bargaining agreement as provided in the Act.

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ARTICLE 21 - RETIREMENT

A. EARLY NOTICE

1. Retirement

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

- a. To qualify for the payment, employees must work through the end of their scheduled work year; specific dates may vary by assignment. Official notification must be made to Human Resources by completing and returning the Retirement Form found on the District's Infohost by the deadlines listed in subsections A.1.b or A.1.c, below.
- b. The District shall pay fifty- five (\$55) dollars for each unused sick day to the employee upon notice to Human Resources after the employee's first scheduled workday of the fiscal year and up to the District's last business day before Spring Break.
- c. The District shall pay forty (\$40) dollars for each unused sick day to the employee upon notice to Human Resources after the District's last business day before Spring Break and up to June 30 (or the employee's last scheduled workday).
- d. There shall be no payment for notification after June 30 (or the last scheduled work day if the employee works an alternate schedule).
- e. Exceptions to the notification deadlines may be made in the cases of extenuating circumstances that would prevent an employee from providing timely notice. The decision regarding the validity of extenuating circumstances (e.g., unforeseen illness, employee's disability, or the disability of an immediate family member as defined in this contract) shall be made by the Association President and the Executive Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.
- f. Years of Service: If the employee has only one day of sick time remaining that was accrued in June and has provided the District notice before June 30 (or their last scheduled workday if they works an alternate calendar), they will receive fifty dollars (\$50.00) for each year of service with the District

- g. If an employee resigns/retires after the end of the negotiated GREA calendar, the employee has the option to either continue health insurance for the remainder of the summer (August 31st) or to terminate it. If the employee wants to terminate insurance after the end of the negotiated GREA calendar and has not used any insurance benefit, they may be reimbursed the employee's contribution paid for the health insurance, upon written request.

2. Resignation

Any employee who has 15 or more years of service to the District in the GREA bargaining unit shall receive \$25 for each unused sick day, up to \$2,500, if notice is provided to Human Resources by completing and returning the required Resignation Form after the employee's first scheduled workday of the fiscal year and up to the District's last business day before Spring Break and the following condition is met:

- a. To qualify for payment, the employee must work through the end of their scheduled work year; specific dates may vary by assignment.
- b. Exceptions to the notification deadline may be made in cases of extenuating circumstances (e.g., unforeseen illness, employee's disability, or the disability of an immediate family member as defined in this Agreement) that would prevent an employee from providing timely notice. The decision regarding the validity of extenuating circumstances shall be made solely by the Superintendent or designee and the final decision is not subject to the grievance procedure.
- c. If an employee resigns/retires after the end of the negotiated GREA calendar, the employee has the option to either continue health insurance for the remainder of the summer (August 31st) or to terminate it. If the employee wants to terminate insurance after the end of the negotiated GREA calendar and has not used any insurance benefit, they may be reimbursed the employee's contribution paid for the health insurance, upon written request.

B. UNIVERSAL SERVICE CREDIT

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

C. SPECIAL PAY PLAN

1. The payment for accumulated leave days or vacation days, if applicable, will be placed in one Special Pay Plan 403(b) account, to be determined by the District, if the dollar value of the payment is \$ 600.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from Valic a distribution in cash or self-direct the investment of their money.
2. If the dollar value for accumulated leave days (and/or vacation days, if applicable) is less than \$599.99, the employee shall receive the payment via the payroll process; in this case, the payment is subject to withholding of all applicable taxes.

D. RE-EMPLOYMENT OF RETIRED ANCILLARY STAFF

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

1. There must be no ancillary staff on layoff qualified for the position(s) and;
2. Either:
 - a. The position has been posted and not filled by a qualified bargaining unit member as defined in Article 9 of this Agreement, or
 - b. The retiree has specific training and/or certification and/or licensure in a hard-to-fill area.
3. The position is limited to no more than one year. If there is a desire to extend it beyond one year, the position must be reviewed for possible posting into the bargaining unit prior to its extension.
4. Pay and benefits will be negotiated between the District and the retiree; however, in no event shall the retiree receive more in compensation (pay and benefits) than he or she would receive under the Association contract (whether on an annual, daily, or hourly basis.)
5. Human Resources will notify the Association in writing (email is acceptable) prior to the employment of any ancillary staff retiree. The Association's approval is not required so long as the hiring complies with the specifications of this Agreement. Each notification will state which of the reasons listed in subsection D.2, above, is the reason for the particular hiring.

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ARTICLE 22 - INDUCTION SUPPORT; MENTORS AND NEW GREA STAFF

A. MENTORS

1. Purpose

- a. 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 District shall provide a list of mentor assignments at the request of the Association.
- b. The District may also provide mentors to other employees who received a rating of “ineffective” or “minimally effective” on their prior year’s evaluation.
- c. The District may provide mentors to new employees not covered by subsections A.1.a or A.1.b, above. In this event, all of the terms of this Article shall apply.

B. MENTOR RESPONSIBILITIES

1. The relationship between the mentor and new bargaining unit employee shall be confidential, to the extent permitted by law. Only the fact that a mentor was provided shall be mentioned on the mentee’s evaluation. The mentorship shall not be mentioned on the mentee’s evaluation unless the mentorship was provided as a result of an ineffective or minimally effective performance rating.
2. Before the mentorship begins, the principal/supervisor and mentor shall follow the procedure established by the District.
3. The mentor shall read, complete, respond to, and submit communication requests in a timely manner, including but not limited to online surveys and email communication.
4. Under no circumstances shall a mentor be utilized as the mentee’s evaluator.
5. The fundamental responsibility of the mentor is to support the new mentee to grow professionally. The focus of each mentor-mentee interaction must be based on the four domains of Charlotte Danielson’s Framework for Teaching: Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities.

6. Mentors are responsible for documenting and reporting dates, times, and focus of interactions appropriate to the mentee's level of experience to Human Resources to receive compensation.
7. Mentors who are identified before January 1st shall meet with assigned new staff members as follows:
 - a. 1st Year Teacher: 18 hours/year*
 - b. 2nd Year Teacher: 9 hours/year*
 - c. 3rd Year Teacher: 4 hours/year*

Proration: Mentors who are identified after January 1st shall meet with assigned new staff members as follows:

 - a. 1st Year Teacher: 2 hours/month*
 - b. 2nd Year Teacher: 1 hour/month*
 - c. 3rd Year Teacher: 1 hour/quarter*
8. Compensation for mentors identified after March 1 may be prorated based on percentage of days assigned as a mentor and completion of mentor meetings and Mentor Academy requirements.
9. Neither the mentor nor the new bargaining unit employee shall be called or required to testify as a witness in any grievance or administrative hearing involving the professional competence of the mentor, the new bargaining unit employee or the mentor relationship. However, nothing herein excuses the mentor or new bargaining unit employee from testifying or cooperating with an investigation of alleged illegal conduct.
10. If the mentor/mentee relationship is not successful, the parties may agree to the assignment of a new mentor.

C. ADMINISTRATIVE SUPPORT

Each mentor, upon request, shall be allowed two (2) days of release time in addition to the allocated visitation days provided in Article 16.C.9.f so that the mentor may work with the new bargaining unit employee in their assignment during the regular workday.

D. PROFESSIONAL LEARNING

1. There are two levels of mentors: non-certified and certified. The term “certified” in this case is not related to Michigan Department of Education certification.
 - a. Non-Certified Mentor
 - i. Non-certified mentors identified before January 1 shall attend at least two (2) Mentor Academy courses yearly to be eligible for compensation.
 - ii. Non-certified mentors identified after January 1 shall attend at least one (1) Mentor Academy course yearly to be eligible for compensation.
 - iii. Non-certified mentors must attend courses not previously attended to be eligible for compensation.
 - iv. Mentors who have completed Mentor Academy courses (MA100 – 300) since September 2014 may apply those MA100 – 300 courses to the certification requirement. Mentor classes completed prior to September 2014 may not be applied to the certification requirement.
 - b. Certified Mentor
 - i. To become a certified mentor, mentors are required to complete the Mentor Academy Professional Development Series which consists of introductory, intermediate, and advanced courses (MA 100, MA 200 and MA 300)
 - ii. Certified mentors shall attend and/or facilitate at least one (1) Mentor Academy session yearly to maintain certification and be eligible for compensation.
 - iii. All mentor professional learning requirements shall be completed by the date of the final Mentor Academy session of the school year during which mentoring occurred.

E. COMPENSATION

1. In order to receive compensation, the mentor must comply with the professional learning requirements and Mentor Responsibilities outlined in this Section E.1.

a. Non-Certified Mentors

- i. Mentoring a first-year mentee requires a minimum of 18 hours per year and earns a \$600.00 annual stipend.
- ii. Mentoring a second-year mentee requires a minimum of nine hours per year and earns a \$300.00 annual stipend.
- iii. Mentoring a third-year teacher requires a minimum of four meetings* per year and earns a \$150.00 annual stipend.

*One hour = 60 minutes of contact time outside of contractual hours

b. Certified Mentors

- i. Mentoring a first-year mentee requires a minimum of 18 hours per year and earns a \$1000 annual stipend.
- ii. Mentoring a second-year mentee requires a minimum of nine hours per year and earns a \$500 annual stipend.
- iii. Mentoring a third-year mentee requires a minimum of four (4) hours per year at \$300 annual stipend.

- 2. The District or District designee will offer State Continuing Education Clock Hours (SCECH) credit annually to certificated teachers serving as mentors (under PA 335, Section 1526 guidelines) upon completion of the mentor assignment. Any cost associated with SCECH credit will be incurred by the teacher.

F. INDUCTION SUPPORT

1. New Teacher Mentoring and Professional Development Requirements

- a. Michigan law requires that for the first three years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, college professors, or retired master teachers, which shall act as a mentor to the teacher. During this three (3)-year period, the teacher shall also receive intensive professional development induction into teaching based on a professional development plan that is consistent with the requirements of Section 3a of Article II No. 4 of Public Acts of the Extra Session of 1997, being Section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. During the three (3)-year period, the intensive professional development induction into teaching shall consist of at least 15 days (90 hours) of professional development, the experiencing of effective

practices in university-linked professional schools, and regional seminars conducted by master teachers and other mentors.

- b. New teachers are solely responsible for maintaining documentation of all professional learning activity to be applied to the 15-day (90-hour) requirement as prescribed by Section 1526 of the Michigan School Code.
- c. New teachers shall adhere to all District and State guidelines to identify professional learning that can be applied toward the 15-day (90-hour) requirement.
- d. New teachers shall have all professional learning activity to be applied toward the 15-day (90-hour) requirement verified/approved by their principal/direct supervisor.
- e. New teachers shall be required to submit documentation of progress toward 15-day (90-hour) professional learning requirement per the procedure requested by the District no later than June 30 of the year requested.
- f. New teachers who do not complete or do not submit required documentation demonstrating annual progress toward or completion of the 15-day requirement per district guidelines, timelines, and procedures may be subject to disciplinary action up to and including termination of employment.
- g. Employees who have not demonstrated completion of the 15-day requirement at the end of the third year may be subject to disciplinary actions up to and including termination of employment.

G. NEW EMPLOYEE ORIENTATION

- 1. All new GREA employees must attend the district provided orientation and complete it within one year from their date of hire.
- 2. The Association shall have 180 minutes on the agenda at the August orientation session for Association membership orientation and Association contract orientation, or other new hire orientation.
- 3. New staff members who do not complete or do not submit required documentation demonstrating completion of the 18-hour orientation requirement per District guidelines, timelines, and procedures may be subject to disciplinary action up to and including termination of employment.

ARTICLE 23 - 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 employees who work in the Shared Time program. Unless specifically referenced in this Article, all terms and conditions of this 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 in the Shared Time program 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 this Agreement. Shared Time teachers are required to report the same total number of teacher attendance days as all other GREA staff.

E. INDIVIDUAL CALENDARS

On an ongoing basis throughout the year, each Shared Time employee will communicate with their supervisor concerning actual employee attendance days based on the needs of the building they services. If it appears the employee will report more or less employee attendance days than provided in this Agreement, they and the supervisor will discuss how best to add or reduce the employee attendance days without decreasing the number of student contact days.

F. MEETINGS

On the first and third Monday of each month, Shared Time employees are required to attend 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 their 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 Grand Rapids Public Schools is open. On days when the 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 subsection D, above. However, on an individual basis, Shared Time employees 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 Shared Time teacher who needs to add teacher attendance days to the year should communicate to their supervisor that they plan 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. SHARED TIME PROFESSIONAL DEVELOPMENT

Shared Time staff will have thirty (30) hours of professional development time, including the requirements in Article 4.M. (Professional Development).

J. USE OF PERSONAL BUSINESS DAYS FOR SHARED TIME HOLIDAYS

In the event Shared Time teachers are teaching in programs which have school in session at any time during the Winter break for GRPS, Martin Luther King Jr. Day, or the Friday before Memorial Day (if GRPS is not in session) each 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, GRE seniority order will be used to determine which requests will be honored.
3. Below are the deadlines for making requests for use of personal days:
 - a. For Winter Break, the deadline is December 1.

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

This is an exception to Article 16.B.8.a.ii and iv.

K. RESCHEDULE PROFESSIONAL DEVELOPMENT

If the Shared Time calendar and GREA calendar for professional development do not align, then the parties agree that the Shared Time Office and Shared Time teachers shall make arrangements for the professional development day to occur on another day, to maximize student contact time.

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ARTICLE 24 – THE CHILD DISCOVERY CENTER

Pursuant to the Michigan School Code (MCL 380.501-380.518) the Grand Rapids Public Schools, a K–12 public school district, has authorized the Child Discovery Center (CDC) as a charter school. The Charter agreement indicates that although the employees of the CDC are not employees of the Grand Rapids Public Schools, the CDC must abide by the terms and conditions of the collective bargaining agreement between the Grand Rapids Public Schools and the Grand Rapids Education Association. This Article and anything contained within this Agreement does not constitute a joint employer arrangement between the CDC and the Grand Rapids Public Schools. All of the terms and conditions of this Agreement apply to CDC employees in positions covered by this Agreement except as enumerated below:

- A. Article 4.B (Vending Machines), 4.E (District Merging), 4.F (Annexation of Another City), 4.H (Probationary Employees), 4.K (Tenure Act).
- B. Article 7 (Joint Councils/Committees).
- C. Article 9.A (Transfer Philosophy), 9.B (Assignment of Ancillary Staff), 9.E (Ancillary Staff Postings, Involuntary Transfers, and Lay Off), 9.F (Ancillary Staff Transfer Relative to Qualifications), 9.G (Ancillary Staff Transfer/Assignment Relative to Racial Balance), 9.H (Ancillary Staff Transfer Procedure), 9.I (Voluntary Ancillary Staff Transfers), 9.J (Involuntary Ancillary Staff Transfers), 9.K (Ancillary Staff Vacancy Defined), 9.N (Unfilled Ancillary Staff Positions), 9.P (Transfer of Employee Out of Bargaining Unit). GREA ancillary staff working for GRPS will not have transfer rights into the CDC. Similarly, CDC staff will not have transfer rights into GRPS positions. In the event of layoff in either GRPS or CDC, the laid off employees will not have rights within the other.
- D. Under Article 10 (Seniority), teachers and ancillary staff at the CDC shall have seniority only within the CDC and not within GRPS as a whole. Similarly, GRPS seniority will not apply within the CDC.
- E. Article 12.A (Reference Materials Center), 12.B (Room Conditions), 12.F (Flu Shots and Hepatitis B Inoculations), 12.G (Supplies), 12.H (Technology Materials), 12.I (Telephone Facilities), 12.J (Department Heads), 12.K (School Calendars), 12.L (Hours and Assignments), 12.M (Lunch Period) 12.O (Professional Development/School or Program Improvement and Collaborative Planning Time), 12.R (Class Size).
- F. Article 14.C (Extracurricular Assignments)
- G. Article 19 (Appointments and Release of Employees to and from Paid Extracurricular Assignments)
- H. Article 23 (Shared Time)
- I. Appendix D (Court Order)

J. Appendix H (National Board of Professional Teaching Standards).

Article 17 (Grievance Procedure) applies to CDC, however, the grievance procedure outlined in Article 17 is only with the CDC administration and not GRPS.

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ARTICLE 25 - DURATION OF CONTRACT

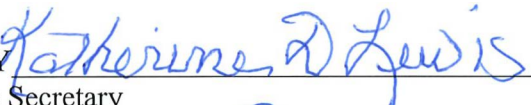
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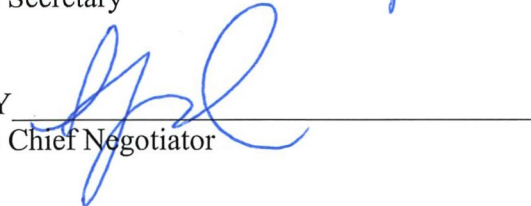
Unless otherwise stated herein, the language provisions of this Agreement shall be in effect until June 30, 2025. The financial provisions of this Agreement are effective until June 30, 2025. This Agreement shall not be extended orally, and it is understood that it shall expire on the dates indicated.

All other provisions of this Agreement shall remain in full force and effect during the renegotiations and until this Agreement is terminated.

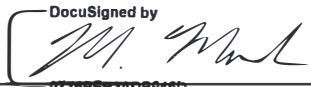
THE BOARD OF EDUCATION OF
THE GRAND RAPIDS PUBLIC SCHOOLS

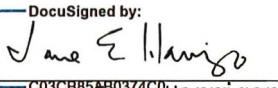
BY 
Its President


BY 
Its Secretary

BY 
Its Chief Negotiator

THE GRAND RAPIDS
EDUCATION ASSOCIATION

BY 
Its President Matthew Marlow

BY 
Its Secretary Jane Harriger

BY 
Its Chief Negotiator Tim Russ
MEA Uniserv Director

APPENDIX A – A GENERAL PROVISIONS

1. Flexibility of Sessions

If it is determined that students in any half-day programs are not meeting minimum state code requirements, the Board shall retain the right to make necessary rearrangements of morning and afternoon 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) workdays before they become effective.

2. Flexibility of Schedule

The Board shall maintain schedule flexibility to comply with the Michigan School Code calendar requirements.

3. All GREA bargaining unit calendars are posted on Infohost at: <http://infohost.grps.org/index.php/departments-hm/human-resources>

4. State Requirements Regarding Student Instruction Days

Any calendar covered by this contract shall reflect the current state law with respect to regarding student contact days and instructional hours to receive the District's full state aid payments.

5. For the schedule of individual teacher records time and professional development/collaborative planning time, see the calendar below.

6. Parent-Teacher Conferences

Buildings have the authority to use SDM to determine alternate schedules for parent-teacher conferences. Any change from the recommended calendar must be supported by a majority of the affected GREA staff. Buildings must provide nine hours of conference times in the spring and fall (total of 18 hours). In exchange for conference time, GREA staff who have conference responsibilities or who perform alternative service for 18 hours will have conference days as noted on the applicable calendars. Staff who do not complete the required time without satisfactory explanation will have their pay docked for any missed time.

7. Employees will be required to attend manifestation determination meetings, IEP meetings, child study meetings, and/or parent meetings as directed by their immediate supervisor. Whenever possible, these meetings shall occur during the regular school day. A minimum of forty-eight (48) hours' notice is required for meetings scheduled outside of the regular school day, except for emergency situations.

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APPENDIX B

1. Salary Schedule for the duration of this contact.

A. School year – based on 188 earning days.

22-23

- 3.75% on schedule increase
- Increase levels 3 – 8 by \$250
- Advancement

23-24

- 2.5% on-schedule increase
- Increase levels 3 – 8 by \$250
- Advancement

24-25

- 1.5% on-schedule increase
- Increase levels 3 – 8 by \$250
- Advancement
- Additional on-schedule increase pursuant to this formula:

Percentage On-Schedule	Max Total	(1) Foundation Allowance for 2024-2025 fiscal year (not including UAAL off-set)	(2) Student Enrollment Audited Fall Count of at least
2.0%	3.5%	\$10,200-10,274	13,900 FTE
1.5%	3%	\$10,000-10,199	13,800 FTE
1.0%	2.5%	\$9,900-9,999	13,800 FTE
0.5%	2%	\$9,800-9,899	13,800 FTE

To receive an on-schedule increase pursuant to this formula, the District must meet the trigger under both (1) and (2).

The District and Association will meet to review and agree on the placement of bargaining unit members who were not previously credited for all years of service to the District in the GREA.

- B. Upon execution of this Agreement, GREA bargaining unit members shall advance on the new salary schedule based on table below:

GREA Salary Schedule								
Schedule	Step	Experience	Index Key Value	Current Schedule	2022-23 +3.75% (+250, 3-8)	2023-24 +2.5% (+250, 3-8)	2024-25 +1.5% (+250, 3-8)	
BA - Bachelors								
TCRG	BA01	1-3	TC/TCRG/01/BA01	\$ 41,612	\$ 43,172	\$ 44,252	\$ 44,916	
TCRG	BA02	4-6	TC/TCRG/01/BA02	\$ 44,213	\$ 45,871	\$ 47,018	\$ 47,723	
TCRG	BA03	7-9	TC/TCRG/01/BA03	\$ 48,374	\$ 50,438	\$ 51,949	\$ 52,978	
TCRG	BA04	10-12	TC/TCRG/01/BA04	\$ 52,535	\$ 54,755	\$ 56,374	\$ 57,470	
TCRG	BA05	13-15	TC/TCRG/01/BA05	\$ 58,257	\$ 60,692	\$ 62,459	\$ 63,646	
TCRG	BA06	16-18	TC/TCRG/01/BA06	\$ 63,458	\$ 66,088	\$ 67,990	\$ 69,260	
TCRG	BA07	19-24	TC/TCRG/01/BA07	\$ 66,995	\$ 69,757	\$ 71,751	\$ 73,078	
TCRG	BA08	25 or more	TC/TCRG/01/BA08	\$ 68,244	\$ 71,053	\$ 73,079	\$ 74,426	
MA - Masters								
TCRG	MA01	1-3	TC/TCRG/01/MA01	\$ 45,145	\$ 46,838	\$ 48,009	\$ 48,729	
TCRG	MA02	4-6	TC/TCRG/01/MA02	\$ 47,746	\$ 49,536	\$ 50,775	\$ 51,537	
TCRG	MA03	7-9	TC/TCRG/01/MA03	\$ 51,907	\$ 54,104	\$ 55,706	\$ 56,792	
TCRG	MA04	10-12	TC/TCRG/01/MA04	\$ 58,149	\$ 60,580	\$ 62,344	\$ 63,529	
TCRG	MA05	13-15	TC/TCRG/01/MA05	\$ 64,911	\$ 67,595	\$ 69,535	\$ 70,828	
TCRG	MA06	16-18	TC/TCRG/01/MA06	\$ 72,193	\$ 75,150	\$ 77,279	\$ 78,688	
TCRG	MA07	19-24	TC/TCRG/01/MA07	\$ 76,770	\$ 79,899	\$ 82,146	\$ 83,629	
TCRG	MA08	25 or more	TC/TCRG/01/MA08	\$ 78,018	\$ 81,194	\$ 83,474	\$ 84,976	
M3 - Masters + 30 credits								
TCRG	M301	1-3	TC/TCRG/01/M301	\$ 48,359	\$ 50,172	\$ 51,427	\$ 52,198	
TCRG	M302	4-6	TC/TCRG/01/M302	\$ 50,959	\$ 52,870	\$ 54,192	\$ 55,005	
TCRG	M303	7-9	TC/TCRG/01/M303	\$ 55,121	\$ 57,438	\$ 59,124	\$ 60,261	
TCRG	M304	10-12	TC/TCRG/01/M304	\$ 61,362	\$ 63,913	\$ 65,761	\$ 66,997	
TCRG	M305	13-15	TC/TCRG/01/M305	\$ 68,124	\$ 70,929	\$ 72,952	\$ 74,296	
TCRG	M306	16-18	TC/TCRG/01/M306	\$ 75,406	\$ 78,484	\$ 80,696	\$ 82,156	
TCRG	M307	19-24	TC/TCRG/01/M307	\$ 78,943	\$ 82,153	\$ 84,457	\$ 85,974	
TCRG	M308	25 or more	TC/TCRG/01/M308	\$ 80,192	\$ 83,449	\$ 85,785	\$ 87,322	
Effective the 2017-18 SY, employees are no longer eligible to enter into the lanes below (M1, M2, Master's Specialist and Doctorate)								
M1 - Masters + 10 credits								
TCRG	M101	1-3	TC/TCRG/01/M101	\$ 45,665	\$ 47,377	\$ 48,562	\$ 49,290	
TCRG	M102	4-6	TC/TCRG/01/M102	\$ 48,266	\$ 50,076	\$ 51,328	\$ 52,098	
TCRG	M103	7-9	TC/TCRG/01/M103	\$ 52,427	\$ 54,643	\$ 56,259	\$ 57,353	
TCRG	M104	10-12	TC/TCRG/01/M104	\$ 58,669	\$ 61,119	\$ 62,897	\$ 64,091	
TCRG	M105	13-15	TC/TCRG/01/M105	\$ 65,431	\$ 68,135	\$ 70,088	\$ 71,389	
TCRG	M106	16-18	TC/TCRG/01/M106	\$ 72,713	\$ 75,690	\$ 77,832	\$ 79,249	
TCRG	M107	19-24	TC/TCRG/01/M107	\$ 77,290	\$ 80,438	\$ 82,699	\$ 84,190	
TCRG	M108	25 or more	TC/TCRG/01/M108	\$ 78,539	\$ 81,734	\$ 84,028	\$ 85,538	
M2 - Masters + 20 credits								
TCRG	M201	1-3	TC/TCRG/01/M201	\$ 45,665	\$ 47,377	\$ 48,562	\$ 49,290	
TCRG	M202	4-6	TC/TCRG/01/M202	\$ 48,266	\$ 50,076	\$ 51,328	\$ 52,098	
TCRG	M203	7-9	TC/TCRG/01/M203	\$ 52,427	\$ 54,643	\$ 56,259	\$ 57,353	
TCRG	M204	10-12	TC/TCRG/01/M204	\$ 58,669	\$ 61,119	\$ 62,897	\$ 64,091	
TCRG	M205	13-15	TC/TCRG/01/M205	\$ 65,431	\$ 68,135	\$ 70,088	\$ 71,389	
TCRG	M206	16-18	TC/TCRG/01/M206	\$ 72,713	\$ 75,690	\$ 77,832	\$ 79,249	
TCRG	M207	19-24	TC/TCRG/01/M207	\$ 77,551	\$ 80,709	\$ 82,977	\$ 84,472	
TCRG	M208	25 or more	TC/TCRG/01/M208	\$ 78,799	\$ 82,004	\$ 84,304	\$ 85,819	
Masters Specialist								
TCRG	MS01	1-3	TC/TCRG/01/MS01	\$ 48,359	\$ 50,172	\$ 51,427	\$ 52,198	
TCRG	MS02	4-6	TC/TCRG/01/MS02	\$ 50,959	\$ 52,870	\$ 54,192	\$ 55,005	
TCRG	MS03	7-9	TC/TCRG/01/MS03	\$ 55,120	\$ 57,437	\$ 59,123	\$ 60,260	
TCRG	MS04	10-12	TC/TCRG/01/MS04	\$ 61,362	\$ 63,913	\$ 65,761	\$ 66,997	
TCRG	MS05	13-15	TC/TCRG/01/MS05	\$ 68,124	\$ 70,929	\$ 72,952	\$ 74,296	
TCRG	MS06	16-18	TC/TCRG/01/MS06	\$ 75,406	\$ 78,484	\$ 80,696	\$ 82,156	
TCRG	MS07	19-24	TC/TCRG/01/MS07	\$ 79,463	\$ 82,693	\$ 85,010	\$ 86,535	
TCRG	MS08	25 or more	TC/TCRG/01/MS08	\$ 80,712	\$ 83,989	\$ 86,338	\$ 87,883	
Doctorate								
TCRG	PH01	1-3	TC/TCRG/01/PH01	\$ 48,884	\$ 50,717	\$ 51,985	\$ 52,765	
TCRG	PH02	4-6	TC/TCRG/01/PH02	\$ 51,485	\$ 53,416	\$ 54,751	\$ 55,572	
TCRG	PH03	7-9	TC/TCRG/01/PH03	\$ 55,646	\$ 57,983	\$ 59,682	\$ 60,828	
TCRG	PH04	10-12	TC/TCRG/01/PH04	\$ 62,403	\$ 64,993	\$ 66,868	\$ 68,121	
TCRG	PH05	13-15	TC/TCRG/01/PH05	\$ 69,165	\$ 72,009	\$ 74,059	\$ 75,420	
TCRG	PH06	16-18	TC/TCRG/01/PH06	\$ 76,447	\$ 79,564	\$ 81,803	\$ 83,280	
TCRG	PH07	19-24	TC/TCRG/01/PH07	\$ 79,984	\$ 83,233	\$ 85,564	\$ 87,098	
TCRG	PH08	25 or more	TC/TCRG/01/PH08	\$ 81,132	\$ 84,528	\$ 86,891	\$ 88,445	

2. Mileage Reimbursement

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

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

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

3. Calculation of daily and hourly pay rates

When calculating the employee's daily pay rate, the annual salary shall be divided by the number of employee's earning days as defined by the calendar. When calculating the employee's hourly pay rate, the daily pay rate shall be divided by six.

4. Merit Pay: Ancillary staff will receive merit pay under the same conditions as teaching staff.

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APPENDIX C

1. Each percentage listed in this Appendix is a percent of the K–12 BA, Level One, Experience One on salary schedule (See Appendix B). See Article 19 for appointment procedures to be paid for extracurricular assignments.
2. Grand Rapids High School Coaches' Salary Schedule:
 - a. Position and Sport:

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Head Varsity Football	16%	17%	18%	19%	20%
Asst. Varsity Football	8%	9%	10%	11%	12%
JV Football	8%	9%	10%	11%	12%
Asst. JV Football	8%	9%	10%	11%	12%
Freshman Football	6%	7%	8%	9%	10%
Asst. Freshman Football	5%	6%	7%	8%	9%
Head Varsity Basketball	14%	15%	16%	18%	19%
JV Basketball	6%	7%	8%	9.5%	11%
Freshman Basketball	5%	6%	7%	8%	9%
Head 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%
JV Baseball/Softball	5%	6%	7%	8%	9%
Freshman Baseball/Softball	5%	6%	7%	8%	9%
Head Varsity Wrestling	10%	11%	12%	14%	15%
JV Wrestling	5%	6%	7%	8%	9%
Freshman Wrestling	5%	6%	7%	8%	9%
Head Varsity Swimming	10%	11%	12%	14%	15%
Asst. Swimming/Dive	5%	6%	7%	8%	9%
Golf	6%	7%	8%	9%	10%
Tennis	8%	9%	10%	11%	12%
Cross Country	8%	9%	10%	11%	12%
Head Varsity Volleyball	10%	11%	12%	14%	15%
JV Volleyball	6%	7%	8%	9.5%	11%
Freshman Volleyball	5%	6%	7%	8%	9%
Head Varsity Bowling	10%	11%	12%	14%	15%
JV Bowling	5%	6%	7%	8%	9%

Appendix C

Hockey	8%	9%	10%	11%	12%
Soccer	6%	7%	8%	9%	10%
Head Varsity Cheer/Pom Pon	8%	8.5%	9%	9.5%	10%
JV Cheerleading/Pom Pon	6%	6.5%	7%	7.5%	8%
Freshman Cheer/Pom Pon	5%	5.5%	6%	6.5%	7%
Athletic Coordinator	6%	6.5%	7%	7.5%	8%

- b. Each coach will be placed on the foregoing schedule based upon their experience as a coach in the Grand Rapids Public Schools.
- c. If a middle school coach coaches more than one grade level and multiple teams (e.g., a 6th grade team and a 7th grade team), they will receive the rate for each grade. For example, a first-year coach would receive 3% for each grade for a total of 6%. If the coach coaches a team with combine 6th and 7th grade students, they will receive a rate for coaching one team (e.g., a first-year coach would receive 3%).
- d. Promotion within a sport – The coach shall move to the corresponding level commensurate with their experience in that sport as a coach in the Grand Rapids Public Schools.
- e. 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.
- f. An assistant coach may be authorized by the Director of Athletics and Student Activities provided the team has twenty-five (25) or more members. Such determination will be made annually.
- g. The principal shall notify the coach in writing not later than five (5) days prior to the end of the school year stating their intention as to whether they will recommend reappointment, dismissal, or placement on probation for the forthcoming year.
3. Grand Rapids Middle School (including K–8 grades 6–8) Coaching Salary Schedule

- a. Position and percent of compensation per team coached

	1 st yr.	2 nd yr.	3 rd yr.	4 th yr.	5 th yr.
Basketball	3%	3.5%	4%	4.5%	5%
Cross Country	3%	3.5%	4%	4.5%	5%
Volleyball	3%	3.5%	4%	4.5%	5%
Wrestling, swimming, bowling	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%
Cheerleading	3%	3.5%	4%	4.5%	5%

Pom pon	3%	3.5%	4%	4.5%	5%
Other approved sport	3%	3.5%	4%	4.5%	5%
K-8 Athletic Coord./Activity -	6%	7%	8%	9%	10%
Intramural/Athletic & Program Director	11%	12%	13%	14%	15%

4. School Day Related Activities

a.	Fine Arts/Music	See Appendix H
	Fine Arts/Art	See Appendix F
b.	Coach of Debate	8%
c.	Director of Forensics	5%
d.	Senior High Dramatics Director	7%
e.	Other major events or activities as recommended by teacher and principal if approved by the Elementary or Secondary Administrator	3%
f.	Senior Class Advisor	14%
g.	Junior Class Advisor	4%
h.	Sophomore Class Advisor	4%
i.	Freshman Class Advisor	4%
j.	Department Head (See Article 12.J)	
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.	Senior High National Honor Society	4%
p.	National Honor Society 6-8	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.	Building Technology liaison (must attend required district training and assist the District's technology specialist with building-level training)	6%
dd.	BPA <i>formerly BOEC</i> (Business Professionals of America). Nationally recognized organization representing high school students studying Microsoft Office Certification, Accounting, Multimedia, Legal Office	6%

	Procedures, Desktop Publishing, Database Management, Network Certification, Medical Office Procedures, Website Development, Human Resource Management, Interviewing Skills, Small Business Management, Prepared Speech, Presentation Management, and Parliamentary Procedures.	
ee.	DECA (Distributive Education Clubs of America) Nationally recognized organization representing high school students studying the areas of marketing, management, and entrepreneurship.	6%
ff.	Young Educator Society (YES) Club	6%
gg.	BPA and DECA	8%
hh.	Special Olympics Coordinators/Coaches at the discretion of the Special Education Director	4%
ii.	Citywide Student Council	15%
jj.	Robotics (First Robotics Competition - high school)	10%
	Robotics (First Tech Challenge - middle school)	8%
	Robotics (First Lego League - elementary)	6%
	Two or more of the above teams or one of the above teams and the GRPS Robotics Liaison	15%
	GRPS Robotics Liaison with no other teams	6%
kk.	Testing Coordinator	3%

5. Academic Extra Compensation. See Article 12.K.5.

a.	Consultants:	
	Special Education	15%
	Media	5%
b.	Secondary Counselor/Elementary Guidance Specialist:	
	Head	6%
	Regular	3%
c.	Team Leader	5%
d.	School psychologist	10%
e.	Lead Teacher	15%

6. Substitute and Overload Assignment

- a. Each employee who substitutes shall be compensated at the rate of \$30.00 per each hour taught or granted compensatory time credit as provided in Article 12.Q.
- 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 \$25.00 per hour taught. Employees shall have up to three (3) paid absences per semester.

- c. Each employee in the secondary schools who is assigned an overload of more than the normal twenty-five (25) classroom hours per week for instructional purposes or each employee in 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 \$37.00 per hour taught.
 - d. Each employee in the elementary schools who is assigned an extra duty for supervision or control purposes which exceeds the elementary workday as described in Article 12.K.1. and 2. shall be compensated at the rate of \$25.00 per hour of supervision or control.
 - e. Each classroom teacher assigned to an elementary school who is asked by their immediate supervisor to supervise students in addition to their normal class load due to the lack of substitute teacher coverage in a building and those students exceed the class size limits listed in Article 12.P. shall be paid the following hourly rate for the day:
 - a. 5–10 students \$15.00 per hour
 - b. More than 11 students: \$25.00 per hour
 - f. Each teacher assigned an additional prep during the normal 25 classroom hours per week for instructional purposes shall be compensated at the rate of \$37.00 per hour prorated for one-third of an hour for each prep above the amount listed in Article 12.K.4.f.
7. Assignments Beyond the Workday or Work Year
- a. Each employee required to participate in curriculum committees as approved by the Instructional Council and/or the Superintendent or Assistant Superintendent of Pre-K–12 Instruction shall be compensated at the rates of \$25.00 per hour of participation.
 - b. Each employee who teaches, English as a Second Language, High School Completion, or GED shall be compensated at the rate of \$27.00 per each hour taught.
 - c. Each employee required to attend an in-service/workshop shall be compensated at the rate of \$120.00 per day (\$20.00 per hour) of attendance.
8. 6–8th Grade Bookstore Manager Rates

Category	Rates per Student	No. of Students (4 th Friday)
Books	68 cents	0 - 1,000
	41 cents	1,001 - over

Supplies	33 cents	0 - 1,000
	20 cents	1,001 - over

A minimum annual rate shall be based on 500 students.

9. High School Bookstore Manager Rates 14%
10. Nurse Coordinator of Special Projects and Programs (at the discretion of Supervisor of Health) 2%
11. GSRP Site Manager- Childcare licensing

Site Manager is responsible for ensuring*:

- a. Family board contains all required up-to-date postings
- b. All required classroom postings/documents are correct and up to date
- c. All required staff and student records are organized complete and up to date GSRP Site Manager will also be the point person in meeting with childcare licensing consultant upon visitations.

GSRP Site Manager Stipend

1 classroom- \$300 stipend paid out at the end of the GSRP calendar year

2 classrooms- \$450 stipend paid out at the end of the GSRP calendar year

3 classrooms- \$600 Stipend paid out at the end of the GSRP calendar year

*It is understood that the GSRP Director will provide any corrective action necessary for the completion of student records, the organization of such records, and /or documents.

12. New Hire Signing Bonus

The district can use a \$1,000 “sign on bonus” for all hires during the first semester. If any new employee leaves the district in the middle of a semester after receiving their sign on bonus, said employee will return the bonus to the district in full.

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APPENDIX D

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APPENDIX E

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APPENDIX F - TRANSPORTING STUDENTS

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

IT IS IMPERATIVE THAT EACH FORM BE FILLED OUT IN ITS ENTIRETY

LIABILITY INSURANCE WHEN TRANSPORTING STUDENTS

Questions may arise in regards to insurance coverage for employees while transporting students in their own vehicles. Below are common questions asked along with the answers. If you have additional questions, please call 819-2045 for further assistance.

- Q: How much personal insurance coverage does an employee need if they transport students?
- A: The GRPS requests that individuals who use their own car for transporting students carry \$100,000 for each person and \$300,000 for each accident (Liability) and at least \$10,000 for each person and \$50,000 for each accident for Property Damage.
- Q: Is the above coverage mandatory?
- A: Yes. This provides the employee basic coverage as well as safeguarding both the students and the driver.
- Q: Does the GRPS's insurance cover losses over and above the limits of the individual's insurance?
- A: Yes. The way this works is if there is an accident the first source of coverage comes from each injured person's household auto policy. In the absence of household auto insurance on the injured person, the policy of the owner and/or driver of the car would take effect. In

the absence of all of the above, the GRPS insurance would become the final source of coverage. The above order of priority has been established by Michigan's No-Fault Auto Insurance Law.

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

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

Q: Are volunteer workers covered in the same way?

A: Yes although we must be sure the volunteer has signed in at the building for that particular day and completed and signed the Volunteer Driver Information Sheet.

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

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

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

A: If it is a minor accident with no injuries, follow instructions from your own insurance agent/company. If it is a serious accident with injuries, the GRPS Risk Management office should be called (819-2045) when possible. If ambulance service is needed, call 9-1-1 for an emergency response. All accidents must be reported to the Risk Management office, in writing, using an Incident Report, and if an employee is injured while on duty, follow the process for reporting a work injury by completing the Employee Injury Report Form.

GRPS Staff/Volunteer Driver Information Sheet

DRIVER INFORMATION

Name	Date of Birth
Home Address	Phone Number
	Valid Driver's License Number

VEHICLE INFORMATION

Owner Name	Year/Make/Model/Description/License Plate No.
Owner Address	(VIN)Vehicle Identification Number
	Number of Belted Seats

REQUIREMENTS

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

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

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

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

- seat belts, suspension, mechanical, etc.)
- Must carry only the number of passengers for which your vehicle was designed. The number of occupants in a sedan, passenger vehicle, station wagon, van, or mini-van including the driver, may not exceed ten (10)
 - Must require each passenger to use a safety belt
 - Must require each passenger to use a booster seat with a lap and shoulder belt NEVER only a lap belt where required by law

CERTIFICATION

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

SIGNATURE

Signature	Date
-----------	------

Risk Mgmt (Revised) May, 2008 (Reviewed) June, 2016

VEHICLE DESIGNATION SLIP

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

Dear Parent/Legal Guardian:

Grand Rapids Public Schools see the education process as much more than Reading, Writing and Arithmetic. Exposure to our culture through field trips and outings is an integral part of developing our children into responsible, well-adjusted adults.

However, provisions in the State law make these outings very difficult.

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

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

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

STATEMENT OF CONSENT

I agree to allow my child to be transported to and from school, and school related activities, in automobiles that may be owned by the school, or by an employee or volunteer. I understand that these vehicles are not school buses, and as such, are not in compliance with all current regulations for school buses. I feel that the additional risk of transporting my child in a car, as opposed to a bus, is acceptable as it allows my child educational enrichment beyond the classroom environment.	
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Student's Name (Printed)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Parent/Guardian Name (Printed)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Parent/Guardian Signature

GRPS Risk Mgmt Ofc

(Reviewed) June 2016

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APPENDIX G

NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS

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

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

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

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

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APPENDIX H

SECONDARY AND 6-8 MUSIC TEACHERS

GENERAL PROVISIONS

1. Compensation of secondary music will be as described in Appendix C..
2. All Tier A and Tier B activities are to be scheduled between the teacher and the principal no later than October 1. Written copies are to be sent to the Fine Arts Director no later than October 15.
3. Substitutions for Tier A & Tier B may be made with prior approval of the Director of Fine Arts.
4. Group shall mean all enrolled students in the ensemble.
5. MSVMA – Michigan School Vocal Music Association MSBOA – Michigan School Band and Orchestra Association

K-5 MUSIC COMPENSATION

Compensation of Tier A will be spread through 24 paychecks beginning with the third paycheck of the year. The Superintendent or designee may require a specific list of activities which fulfill these requirements.

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

K-5 MUSIC

Tier A (Tier A is to be considered a minimum requirement for the elementary music program. Requires completion of all the required performances below in order to qualify for compensation.)

- Three (3) outside of school day group performances
- One feeder system - outside of school performances with middle school

SECONDARY MUSIC COMPENSATION

Compensation of Tier A will be spread through 24 paychecks beginning with the third paycheck of the year. Compensation of Tier B would be in a lump sum upon verification of completion of activities to the Superintendent or designee. The Superintendent or designee may require a specific list of activities which fulfill these requirements.

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

6-8 VOCAL MUSIC

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

6-8 SCHOOL ORCHESTRA

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

6-8 SCHOOL BAND

<u>Tier A</u>	(Tier A is to be considered a minimum requirement for the band programs. Requires completion of all the required performances below in order to qualify for compensation.)	3%
	<ul style="list-style-type: none"> • Two outside of school day group performances • One rated group internal District festival • Two feeder system or outside of school performances 	
<u>Tier B</u>	(Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.)	2%
	<ul style="list-style-type: none"> • One rated solo and ensemble - MSBOA festival • One rated group performance - MSBOA festival • One group community performance outside the home school 	

SENIOR HIGH SCHOOL VOCAL

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

SENIOR HIGH ORCHESTRA

Tier A (Tier A is to be considered a minimum requirement for the orchestra program. Requires completion of all the required performances below in order to qualify for compensation.) 9%

- Five outside of school day group performances
- One rated group performance- - Internal, District festival
- Three feeder system , or outside of school performances

Tier B (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) 3%

- One rated solo and ensemble - , MSBOA festival
- One rated group performance - , MSBOA festival
- Two group community performances outside the home school

**SENIOR HIGH SCHOOL BAND
(Including Marching, Jazz and Pep Bands)**

Tier A (Tier A is to be considered a minimum requirement for the band program. Requires completion of all the required performances below in order to qualify for compensation.) 9%

- Four outside of school day group performances
- Perform at all home football games or home GRPS football games as assigned if your school does not have its own football team
- Two parades outside of school day
- One feeder system, city-wide, or regional group festival, community or outside of school performance
- One rated group performance, internal District festival

Tier B (Requires completion of Tier A in order to qualify for Tier B compensation plus completion of all the performances below.) 8%

- Six pep band performances (sports events as assigned by the Director of Fine Arts)
- One rated group performance - MSBOA festival
- One rated solo and ensemble- - MSBOA festival

Any high school director who has 10 or more solo and ensemble events qualify for state MSBOA or MSVMA solo and ensemble competition and who participate in the

competition, will receive an additional 1% of BA base compensation upon verification of completion of the events.

Any 6-8 grade or high school director who has a group event qualify for MSBOA or MSVMA state music festival competition and who participates in the competition, will receive an additional 1% of BA base compensation upon verification of completion of the events.

Only 5 day band camp and musical productions will continue to be compensated at 3% per Appendix C.4.e. Three-day band camps will be compensated at 1.5%.

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APPENDIX I – MEA GROUPS DRUG & ALCOHOL AGREEMENT

The Board of Education of the Grand Rapids Public Schools ("Board") and the Grand Rapids Education Association (GREA) 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 Association representatives from each bargaining unit may participate in the reasonable suspicion training, excluding DOT-covered employees. 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 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. 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), **they** 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 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, **they** may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Human Resources will review the investigative file to ensure that the procedures described herein were substantially followed.
 5. If, after thirty six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.
- b. *Subsequent Incident(s)*. If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their 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 their right to Association representation. The

unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable suspicion. However, not later than within one scheduled business day after the observation, the trained administrators will submit to Human Resources the "Observed Behavior Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.

- c. *Refusal to test.* Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.
10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline of staff not covered by the Michigan Teachers' Tenure Act, shall be subject to just cause (arbitrary and capricious for teachers) and the applicable grievance arbitration procedure. Nothing in this Agreement will preclude the Board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.
11. **Use of another's prescription.** An employee with a positive test who claims that they took the medication prescribed for another person, shall have up to three 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.

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APPENDIX J - K-12 VISUAL ARTS TEACHERS

GENERAL PROVISIONS

1. Compensation of visual arts teachers will be as described in Appendix C.
2. All Tier A activities are to be scheduled between the teacher and the principal no later than October 1. Written copies are to be sent to the Fine Arts Director no later than October 15.
3. Substitutions for Tier A may be made with prior approval of the Director of Fine Arts.
4. Group shall mean all enrolled students in the teachers' class.
5. Outside of the day activities occurring on different dates.

Visual Art Teacher COMPENSATION

Compensation of Tier A will be spread through 24 paychecks beginning with the third paycheck of the year. 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.)

K-12 Visual Arts Teachers

Tier A (Tier A is to be considered a minimum requirement for the elementary % of BA music program. Requires completion of all the required activities below base 1 % in order to qualify for compensation.)

- Citywide Art Show – prepare and display students artwork in the required format, attend the evening student reception for your school, and take down student work
- Art night at your school – show student work after hours where students and families attend
- 3 outside of the school day events where your student artwork is shown that the teacher organizes and student(s)/parent(s) attend

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