

EAST GRAND RAPIDS PUBLIC SCHOOLS

2915 Hall Street SE • Grand Rapids MI 49506-3111

AGREEMENT

between

The Board of Education of East Grand Rapids Public Schools

and

East Grand Rapids Education Association

August 31, 2010 – August 31, 2012

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A. AGREEMENT

This Agreement is entered into by and between the Board of Education of the East Grand Rapids Public Schools, Kent County, Michigan, hereinafter called the "Board," and the Kent County Education Association/EGREA/MEA/NEA, hereinafter called the "Association."

B. PURPOSE

It is the intent and purpose of this Agreement to assure mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly means of resolving any misunderstandings or differences which may arise herein, and to set forth within this document the full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

**ARTICLE 1
RECOGNITION**

A. PUBLIC EMPLOYMENT RELATIONS ACTS

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, the Board recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time certified professional personnel, including classroom teachers, librarians, guidance counselors, school social workers, school psychologists, teacher consultants, and speech pathologists, under individual written contract with the Board, hereinafter referred to as "employees;" but excluding all per diem substitutes, supervisory and executive personnel, nurses, and non-teaching personnel such as secretaries, school aides, custodians, maintenance, clerical, food service and all other employees.

B. OTHER TEACHERS' ORGANIZATIONS

The Board agrees not to negotiate with any teachers' organization other than the Association with respect to employees in the bargaining unit for the duration of this Agreement.

**ARTICLE 2
ASSOCIATION SECURITY**

A. EMPLOYEE OBLIGATION AND PAYROLL DEDUCTION

Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the East Grand Rapids Education Association provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in this Agreement. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment, providing said discharge is not in conflict with an enforceable decision of the Michigan Teacher Tenure Commission. In the event that an employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Association, begin termination proceedings against the employee.

The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed by the Board in the event compliance is not affected.
2. If the Association thereafter notifies the Board that an employee has not met such obligation and requests the employee's discharge, the Board will give such employee notice of the discontinuance of employment in compliance with the Teacher Tenure Act.

B. SAVE HARMLESS

If the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association will indemnify and hold the Board harmless from any and all claims, expenses, damages or judgments which may result from such action.

C. PAYROLL DEDUCTION

1. Notification of Dues

The Association will notify the Superintendent prior to the end of the third week in September each year of the amount of Association dues to be deducted from each employee in Section 2 below or the amount deducted the previous year will be deducted unless revoked in writing by the employee.

2. Dues Deduction

Any employee may sign and deliver to the Board an assignment authorizing deduction of Association dues. The Board shall deduct one-sixteenth (1/16) of such dues from the regular salary check of the employee each pay period beginning with the first pay period in October and for fifteen (15) consecutive pay periods thereafter. Any employee who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.

3. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, or any other programs jointly approved by the Board and Association. Such deductions will only be pursuant to the number of computer fields available and according to the rules and policy of the Board.

D. RECORDS

Each employee, upon request, shall have the right to review the contents of his/her own personnel file maintained by the school system and may file a response to any document included in the file. Information allowed by law to be considered confidential shall not be included. A representative of the Association may, at the employee's request, accompany the employee. Arrangements concerning time and location for such a review shall be made with the administrator responsible for the safekeeping of the file. Each employee's personnel file should include as a minimum, but shall not be restricted to the items below. The Board will assume the responsibility of yearly reminding employees of the expected content listed below, but will not assume responsibility for yearly monitoring of each file.

1. All employee evaluation reports.
2. A copy of teaching certificate necessary to assigned position.
3. Transcript of academic records.
4. Tenure recommendation.

E. COMMUNICATION

All communications, including evaluations by East Grand Rapids administrators, commendations, and validated complaints directed toward the employee, which are included in the personnel file, shall be made available to the employee upon request. Only those complaints which are submitted in writing, called to the attention of the employee, and investigated by the administration, shall be included in this file.

**ARTICLE 3
ASSOCIATION RIGHTS**

A. USE OF FACILITIES

The Association members under contract to the East Grand Rapids Board of Education (hereafter called "The Association–EGR") may use Board facilities to conduct legal Association–EGR business without charge provided the Association makes its request a reasonable period of time prior to such usage.

B. BULLETIN BOARDS

Bulletin boards in the teachers' lounges, the inter-school mail, and equipment shall be made available for reasonable use by the Association. The employer shall also allow the Association and its members the use of the employer's telephone and email system for both official functions related to district employment and also for Association uses which are not a public function of the employer.

C. PROPERTY DAMAGE

The Association agrees to reimburse the Board for any damage or loss of school property entrusted to its use or care.

D. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the District and tentative budgetary requirements and allocations in the form such information is maintained by the Board.

**ARTICLE 4
TEACHER RIGHTS AND RESPONSIBILITIES**

A. TEACHER SKILL

The Association and the teachers recognize that the basic duty of each teacher is to use his/her skill and expertise in the most effective and proper manner to improve the quality of the educational process in the East Grand Rapids Schools.

B. PREPARATION

The Association and the teachers recognize that the success of the teacher in fulfilling his/her duty to the school system and the profession is dependent upon, among other things, the devotion of reasonable extra time to self-improvement and out-of-school time for preparation of projects and lesson plans, grading of papers, evaluation of student progress, and counseling with parents and administrators. It is the responsibility of each teacher when absent to provide adequate instructions and plans for the substitute teacher.

**ARTICLE 5
CURRICULUM ADVISORY TEAM**

A. PURPOSE

There shall be established a Curriculum Advisory Team (C.A.T.) for the purposes of improvement and coordination of the total instructional program and promoting better communication and understanding among members of the teaching staff, administration, the Board of Education and the community.

B. MEMBERSHIP

Membership on the C.A.T. shall consist of five members appointed by the Association, five members appointed by the Superintendent of Schools, one Board of Education member, two members appointed by the PTA Council, one member appointed by the High School Student Council, three community members at large appointed by the Association and administration and one Instruction Coordinator. One of the five appointed by the Superintendent shall include the

Assistant Superintendent for Instruction, who will chair the C.A.T., unless a different chairperson is selected by the Superintendent. Parliamentary and voting privileges shall be limited to regular members. (Regular members consist of five administrators, five teachers, five community members, one Board of Education representative, one high school student and one Instruction Coordinator.)

C. AGENDA

Agenda items may be submitted by any member of the C.A.T. Agenda items must be submitted at least three (3) working days prior to the meeting.

D. C.A.T. RESPONSIBILITIES

The C.A.T. shall serve as an advisory team for the instruction and curriculum program for the Board and the Association on such matters as:

1. Setting Priorities — recommend and support district-wide curriculum and instruction improvement priorities.
2. Cross-District Coordination — identify areas where curriculum alignment is needed.
 - consistency between like buildings
 - consistency K–12
 - consistency at grade level
3. Communication — facilitate communication between building Design Teams and identify issues where common communication on curriculum issues is needed. Plan communication to the staff and community regarding instruction and curriculum issues.
4. Support — assist in developing the professional development plans for staff.

To accomplish the above functions, the C.A.T. may appoint such standing committees and ad hoc committees as are deemed necessary. The Association and the teachers acknowledge their willingness and responsibility to serve in such a capacity.

Persons serving on the C.A.T. or its sub-committees may be allowed released time, when approved in advance by the Superintendent of Schools or designee, for such activities as meetings, or for attendance at conferences, seminars, and workshops, or to observe other instructional techniques or programs.

The foregoing committee, study groups, or C.A.T. shall serve as advisory, consultative, and fact finding bodies only, and failure of the Board to adopt any of the recommendations submitted shall not constitute the basis of a grievance.

ARTICLE 6 BOARD AND ADMINISTRATION RIGHTS

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities, among others, for establishing and equitably enforcing reasonable rules and personnel policies.

ARTICLE 7 SCHOOL DAY

A. BASIC SCHOOL DAY

The parties agree that the district shall comply with state requirements for instructional minutes. Recommendations on daily schedules will be made at the building level to the Problem Solving Committee for approval.

1. Elementary School

Problem-Solving Committee may have to make time adjustments to meet State requirements.

- a. The basic school day for elementary teachers shall begin at 8:15 a.m. and shall end 5 minutes following the dismissal of students after 3:25 p.m. (Monday-Thursday), or its equivalency mutually agreed upon by and between the principal and the teacher. On Fridays or the days before holidays, staff may leave after the basic school day following the supervision of the dismissal of students.
- b. The basic school day shall include a duty-free, uninterrupted lunch period of 45 minutes and, normally, a 15 minute break period in the morning and afternoon unless the teacher is assigned supervision on a rotating basis among classroom teachers for recess duty. In the event the need for recess duty exceeds two (2) per week, volunteers for such excess will first be sought. (If there are insufficient volunteers, the excess duty will be assigned in a rotating basis. PROVIDED that, in the event the Board reduces the number of recesses and shortens the basic school day correspondingly, such breaks may be reduced or eliminated.)
- c. The Board shall provide 180 minutes per week of preparation time for each elementary teacher assigned to a regular classroom. For the classroom teacher, the Board will endeavor to provide this 180 minutes when their classes are with special teachers. Special subject teachers, including special education teachers, shall receive 150 minutes of preparation time per week. In the event special classes are eliminated, the teacher shall not be required to assume additional instructional time. In the event the regular schedule does not allow for such preparation time, (Definition - Any week that teachers are required to report to work four (4) days), the teacher shall be responsible for preparation but shall be allowed compensatory planning time in increments of not less than one-half (1/2) day. However, in the case of Act of God day, the district will only provide compensatory planning time for the first two (2) days in a school year.
- d. Classroom teachers will assist special subject teachers:
 - i. Helping to establish a good working environment and class attitude for the special subject.
 - ii. Helping with discipline when serious problems arise.
- e. When multi-grade level classes are assigned, the administration will, at the request of the teacher, consider providing aide help for the affected teacher.
- f. Travel time between buildings shall not be counted as relief time for elementary teachers.
- g. If a teacher participates in a team teaching assignment approved annually by the Superintendent/designee, one-half (1/2) day of team planning time shall be provided each semester. The organization and delivery of a team will be determined by its mission.
 - i. Co-teaching: two or more teachers teaching the same student together.
 - ii. Thematic: two or more teachers who plan, coordinate and integrate curriculum within a thematic unit. Their students work together to implement activities.
 - iii. Special Education Integration: regular and special education teachers plan together to facilitate special education students in regular education.
 - iv. Team Teaching: when the teachers share children as they transition through the integrated content areas. This could apply to same grade children or multi-age children.
 - v. One-half day of team planning will be provided each semester, approved by the building principal. The maximum time approved will be two half-days per year.
 - vi. In addition to the one half-day per semester, each teacher who participates in team planning shall be granted three (3) hours per month outside of the school day (excluding the months of half-day release time) for the purpose of team-planning. This time shall be paid at the professional development rate if the teacher chooses to utilize this time.

2. Middle School

- a. The basic school day for middle school teachers shall begin at 8:00 a.m. and shall end 10 minutes following the dismissal of students after 2:56 p.m. or its equivalency mutually agreed upon by and between the principal and teacher. On Fridays the basic school day ends following the dismissal of students at 2:56 p.m.

The basic school day shall be scheduled so that it results in five (5) assigned periods per day.

- b. The basic school day at the middle school shall include a duty-free uninterrupted lunch period of thirty (30) minutes.

3. High School

- a. The basic school day for high school teachers shall begin at 7:30 a.m. and shall end 5 minutes following the dismissal of students at 3:05 p.m., or its equivalency mutually agreed upon by and between the principal and the teacher.

The basic school day shall be scheduled so that it results in five (5) assigned periods per day of teaching.

- b. The basic school day at the high school shall include a duty-free uninterrupted lunch period of at least fifty-eight (58) minutes.

4. Guidance Counselors, Social Workers, Psychologists, Teacher Consultants, Speech Pathologists, and Occupational Therapists

The basic day for guidance counselors, social workers, psychologists, teacher consultants, speech pathologists, and occupational therapists shall include time for meetings before and after school as needed and arranged with the building principal.

5. Change in School Day

The beginning and ending of the basic school day may be changed upon mutual agreement between the Board and the Association.

B. ADDITIONAL SCHEDULED TIME

1. Elementary

The elementary school principal will schedule after school meetings three (3) times a month for Wednesdays after school and these meetings will be one hour in length starting at 3:35 p.m. and normally finishing no later than 4:35 p.m. Meetings will not be scheduled on Fridays or on days before a holiday.

2. Middle School

The middle school principal will schedule after school meetings three (3) times a month for Wednesdays after school and these meetings will begin at 3:15 p.m. and will normally finish no later than 4:15 p.m. Meetings will not be scheduled on Fridays or on days before a holiday.

3. High School

The high school principal will schedule after school meetings three (3) times a month for Wednesdays after school and these meetings will begin at 3:15 p.m. and will normally finish no later than 4:15 p.m. Meetings will not be scheduled on Fridays or on days before a holiday.

In addition to the scheduled time detailed above, all staff (elementary, middle school and high school) may be required to attend meetings of the special education team. Occasional building, grade level or district in-services will be scheduled. When these in-services are scheduled, they will not generally go beyond 4:30 p.m. An effort will be made to schedule such in-services on Wednesdays when feasible.

C. PARENT RELATED ACTIVITIES

The Association recognizes the valuable contribution made to the education program by the Parent Teachers Association of Each Grand Rapids and agree that teachers will attend three (3) (open house plus two) parent-school or student-related activities when requested by the Administration.

D. PARENT-TEACHER CONFERENCES

Elementary Parent-Teacher Conferences

Elementary conferences shall be held over a two-week time period, two (2) times a year during November and March. Dates will be determined by the end of the previous school year, and all three elementaries will hold their conferences on the same date(s).

Elementary conferences shall be two (2) days. The actual conference dates will be determined collaboratively between the administration and EGREA. Conferences will be from 4:00 pm – 7:00 pm with each conference being 15 minute sessions. Teachers shall meet with parents to complete conferences if necessary, and may do so outside the scheduled conference period.

1. When conferences are held, teachers will have compensatory time of one-half day for each of the four (4) evening conferences resulting in a total of two full compensatory days per year.
2. Part-time staff will have compensatory time equal to the amount of time above and beyond their teaching schedule during parent-teacher conferences.

High School and Middle School Parent-Teacher Conferences

1. Teachers will earn one-half (1/2) day of compensatory time for every evening conference.
2. When there are two evening conferences held in one week, teachers will have the Friday off the week in which conferences are held.
3. Part-time staff will have compensatory time equal to the amount of time above and beyond their regular teaching schedule during parent-teacher conferences.

E. GENERAL PROVISIONS

1. School buildings may be available to teachers during any weekday hours when school is in session providing a custodian is on duty. Teachers may have access to the building in which they work at all other times with the concurrence of the building administrator. Under such circumstances, the teacher shall be responsible for the security of the building upon leaving.
2. The Board recognizes the interest of the Association–EGR in availability of classrooms and lounges for members of the bargaining unit. Correspondingly, the Association and members of the bargaining unit understand that the Board authorizes the use of its facilities, including classrooms and lounges, by other groups, and that such use necessarily interferes with the availability of such facilities to members of the bargaining unit. In order to minimize inconvenience, in the event of a conflict of use, the Board agrees to make available to the members of the bargaining unit such alternate facilities as may be reasonably available.

F. ADDITIONAL TIME

The Superintendent/designee may hold one two hour meeting per year.

G. PROFESSIONAL DEVELOPMENT

The parties agree a joint Professional Development Planning Committee will be composed of twelve (12) members: six (6) administrators chosen by the Superintendent and six (6) teachers chosen by the President of the EGREA. This group will decide on the topics for each professional development day to be shared with the entire staff on the first day of school. Professional development days will be six (6) hours and (22) minutes long.

H. PROBLEM SOLVING

A joint Problem Solving Committee will be composed of eight (8) members – four (4) administrators chosen by the Superintendent and four (4) teachers chosen by the President of the EGREA. This group will meet as needed during the school year and be jointly chaired by the Superintendent and the EGREA President. The agenda will be agreed upon by the Superintendent and the President of EGREA, and distributed by the Superintendent prior to the meeting when possible.

ARTICLE 8 PUPIL-TEACHER RATIOS AND CLASS SCHEDULES

In recognition of the fact that the pupil-teacher ratio is an important factor contributing to the standard of excellence previously achieved by the East Grand Rapids school system, the Board and the Association agree that the Board will attempt to keep class size at or below the following limits:

- | | | |
|----|----------------------------------|------|
| a. | K-2 nd | - 27 |
| b. | 3 rd -5 th | - 29 |
| c. | 6 th and above | - 30 |

In determining class size, students placed by an IEPC in a general education classroom shall be counted as one for the purpose of student count but only for those class hours the student is present in the general education classroom.

Special education students that are mainstreamed will be placed in general education classes on an equitable basis provided that the placement is in the best interest of the child as determined by the building principal or IEPC after a conference with the affected classroom teacher(s).

In the event a class exceeds the above stated limits and a problem exists which causes an adverse impact on teaching effectiveness or in the event classroom composition causes such adverse impact on teaching effectiveness, the following procedure will be used:

1. The teacher will, in writing, define the specific problem(s) and state how such problem(s) cause an adverse impact on teaching effectiveness. It is agreed that exceeding the stated limit does not, without more, constitute a "problem" or cause an adverse impact on the implementation of this procedure.
2. The statement shall be given to and discussed with the principal and, if requested by either the teacher or the principal, the department head. A list of potential solutions shall be jointly identified with the final decision to be made by the principal within ten (10) school days.
3. The decision of the principal shall be implemented. At the end of two (2) weeks the teacher may, in writing, notify the principal that the decision was unsatisfactory and state the reasons why the principal's decision was not reasonable. In the absence of such notification, the decision of the principal shall be deemed to be accepted.
4. Upon notification under Paragraph 3, the teacher's statement to the principal shall be submitted to a committee of two (2) teacher employees and two (2) administrators of the East Grand Rapids school system within ten (10) school days, excluding both the teacher and the principal involved. If a majority of the committee agree with the principal's decision or an alternate solution, the decision of the committee shall be implemented for not less than two (2) weeks. If a majority of the committee do not agree, or upon the expiration of the two-week trial period, the matter will be referred to Level 3 of the grievance procedure, provided that, in the event the matter is submitted to arbitration, the authority of the arbitrator is limited to whether or not the principal's decision or the committee's decision was a reasonable solution to the stated problem.

ARTICLE 9 TEACHER EVALUATION

The Board of Education and East Grand Rapids Education Association have approved two new evaluation processes: the Framework for Effective Teaching and the Framework for Effective Student Service Professionals. The standards for Effective Teaching and Effective Student Service Professionals are the expectations for all professionals. The evaluation process is outlined below. Procedures and forms are included in a manual for each evaluation process.

A. OBSERVATION

All employees and the Association recognize the right, duty, and responsibility of principals and supervisors to make periodic evaluations of the performance of employees. All monitoring and observation of the performance of the employee in his/her place of assignment shall be conducted openly and with the full knowledge of the employee.

B. EVALUATION PROCEDURE

1. Plan I – Individual Development (Probationary Professionals)

- a. **Teachers**—Teachers previously tenured in the state of Michigan will complete years one and two of the Initial Staff Development Plan. All other teachers, regardless of experience, will complete four years of the plan. In order to continue in the plan, teachers must have successful evaluations.

Years One and Two

Formal Observations – two required each year, prior to March 15

Each formal observation must have a:

- pre-observation conference
- post-observation conference within three working days

Additional formal observations may be scheduled at the discretion of the administrator.

Informal observations will be made throughout the year. (For procedures see Plan I in Framework for Effective Teaching, pages 14-27)

Years Three and Four

Individual Development Plan

The teacher and administrator will review and revise the Individual Development Plan in the areas of instruction, content, management, and professional development.

Formal Observations – Two required each year, prior to March 15. (For procedures see Plan I in Framework for Effective Teaching, pages 14-27)

- b. **Student Service Professionals (Professionals other than Teachers)**—Student Service Professionals (SSPs) previously tenured in the state of Michigan will complete years one and two of the Individual Development Plan. Those professionals whose roles do not fall within the Michigan tenure law (i.e., school psychologists, school social workers, occupational therapists, and physical therapists), and have completed four or more consecutive and successful years in another Michigan school district, will also complete years one and two of the Initial Staff Development Plan. All other SSPs, regardless of experience, will complete four years of the plan. In order to continue in the plan, SSPs must have successful evaluations.

Years One and Two

Formal Observations – Two required each year, prior to March 15. (For procedures see Plan I in Framework for Effective Student Service Professionals, pages 11-26)

Years Three and Four

Individual Development Plan

The SSP and administrator will review and revise the Individual Development Plan in the areas of interpersonal and communication skills, technical skills, management and organizational skills, and professional responsibilities.

Formal Observations – Two required each year, prior to March 15. (For procedures see Plan I in Framework for Effective Student Service Professionals, pages 11-26)

2. **PLAN II – PROFESSIONAL GROWTH**

a. **Tenured Teachers**

Purpose

Demonstration of Standards for Effective Teaching

Performance related to the Standards for Effective Teaching is assessed by the administrator through informal classroom observations and other school settings. The administrator or the teacher may schedule conferences to discuss performance related to the Standards.

Continued Professional Growth Plan

The teacher and the administrator collaborate to identify goals and develop a Professional Growth Plan that will meet those goals and reflect the Standards for Effective Teaching. While achieving the identified goals is the objective, it is the process of working toward those goals that demonstrates the individual's professional growth.

Goals

Goals should reflect building or district goals and must be directly linked to the Standards for Effective Teaching as published. (For procedures see Plan II in Framework for Effective Teaching, pages 29-37)

b. **Student Service Professionals**

Purpose

Demonstration of Standards for Effective Student Service Professionals

Performance related to the Standards for Effective Student Service Professionals (SSPs) is assessed by the administrator through informal observation opportunities. The administrator or the SSP may schedule conferences to discuss performance related to the Standards.

Continued Professional Growth Plan

The SSP and the administrator collaborate to identify goals and develop a Professional Growth Plan that will meet those goals and reflect the Standards for Effective Student Service Professionals. While achieving the identified goals is the objective, it is the process of working toward those goals that demonstrates the individual's professional growth.

Goals

Goals should reflect building or district goals and must be directly linked to the Standards for Effective Student Service Professionals as published. (For procedures see Plan II in Framework for Effective Student Service Professionals, pages 27-36)

3. **PLAN III - SPECIFIC STAFF DEVELOPMENT**

a. **Teachers**

The Specific Staff Development Plan will provide a good faith effort to support and guide the teacher to meet the expectations set forth in the East Grand Rapids Standards for Effective Teaching. The Specific Staff Development Plan has three purposes:

- to enable a tenured teacher the opportunity to seek assistance in any of the district's Standards for Effective Teaching,
- to provide a more structured process for a tenured teacher who by the determination of the administrative supervisor, may benefit from more support, and/or
- to provide due process for disciplinary action.

This more structured supervision is characterized by recognition on the part of the teacher and the administrator that the teacher needs assistance with one or more of the East Grand Rapids Standards for Effective Teaching. This process may begin at any time.

The decision regarding implementation should be collaborative, but may be directive. Plan III, Specific Staff Development, is intended to provide the best possible likelihood for professional improvement. Because of the personal nature of this Plan, confidentiality is expected of all participants. Plan III consists of three phases:

- Awareness, Phase,
- Assistance Phase, and
- Disciplinary Phase.

(For procedures see Plan III in Framework for Effective Teaching, pages 39-46)

b. Student Service Professionals (Teacher consultants, school counselors, library/media specialists, occupational therapists, physical therapists, school psychologists, school social workers, speech-language pathologists, and coordinators)

The Specific Staff Development Plan will provide a good faith effort to support and guide the student service professional to meet the expectations set forth in the East Grand Rapids Standards for Effective Student Service Professionals. The Specific Staff Development Plan has three purposes:

- to enable a student service professional the opportunity to seek assistance in any of the district's Standards for Effective Special Service Professionals,
- to provide a more structured process for a student service professional who by the determination of the administrative supervisor, may benefit from more support, and/or
- to provide due process for disciplinary action.

This more structured supervision is characterized by recognition on the part of the student service professional and the administrator that the student service professional needs assistance with one or more of the East Grand Rapids Standards for Effective Special Service Professionals. This process may begin at any time.

The decision regarding implementation should be collaborative, but may be directive. Plan III, Specific Staff Development, is intended to provide the best possible likelihood for professional improvement. Because of the personal nature of this Plan, confidentiality is expected of all participants. Plan III consists of three phases:

- Awareness Phase,
- Assistance Phase, and
- Disciplinary Phase.

(For procedures see Plan III in Framework for Effective Student Service Professionals, pages 38-45)

C. DISCIPLINARY ACTION

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The Board agrees with the concept of progressive discipline, except in cases where there has been a violation of law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of verbal warnings, written reprimands, suspensions with or without pay, and finally discharge if necessary. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, including adverse evaluation of employee performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the Grievance Procedure, hereinafter set forth provided, however, that any action permitted by the Michigan Teacher Tenure Act or any matter within the jurisdiction of the State Tenure Commission and any adverse employee evaluation may be processed through Level 3 of the Grievance Procedure but shall not be arbitrable.

D. REPEAL OF TENURE ACT

If, during the term of this agreement, the Michigan Teacher Tenure Act is repealed, the Grievance Procedure will be used in matters relating to the dismissal of teachers.

**ARTICLE 10
TEACHING ASSIGNMENTS AND TRANSFERS**

A. CERTIFICATION

In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause.

B. REQUEST FOR TRANSFER

Professional staff who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable. Such statement shall indicate the grade(s) or subject(s) to which the employee desires to be assigned or the school(s) to which the employee desires to be transferred.

C. ASSIGNMENT OF SUBJECT(S), GRADE(S), AND SCHOOL(S)

Professional staff shall be notified in writing of their tentative assignments for the coming school year, including the schools to which they will be assigned, the grades and subjects that they will teach, and any unusual or special classes to which they will be assigned. This notification will be given no later than the last teacher work day in June. Consideration shall be given to assign as few preparations as possible. The teacher shall be duly notified in writing over the summer if there is any change in the schedule given in June. Staff members will be notified as soon as practicable if changes are necessitated during the school year.

D. INVOLUNTARY TRANSFER

It is recognized that changes in grade and subject assignment may often become necessary and that the changes may prove to be beneficial to the teacher, the students, and the school system. The Superintendent/designee will send a letter to staff each spring indicating possible staff openings and requesting letters of interest from staff for possible changes of assignment. In determining the assignments and transfers, consideration will be given to the qualifications, written requests received from teachers, work load past and present, and seniority of the individual teachers. These considerations will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system and the pupils. An involuntary transfer or assignment shall be made only after a meeting with the teacher and the Superintendent or his designee, at which time the teacher shall be notified of the reason for the assignment or transfer. Reasonable effort will be made to avoid the involuntary reassignment or transfer of probationary teachers.

E. INTER-SCHOOL TRAVEL

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Teachers who are assigned to more than one school during the regular school day shall receive fifty (50) cents for each trip necessitated by such change, provided the teacher utilizes his/her automobile for such move. Every attempt will be made so that no employee will have to travel during his/her lunch hour. Any employee required to travel during his/her lunch hour will be paid .065% of the base at one ten-minute increment.

**ARTICLE 11
APPOINTMENTS TO VACANCIES OR
NEW POSITIONS WITHIN THE BARGAINING UNIT**

A. NOTIFICATION OF VACANCIES

A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the immediate future, or a new position that is currently not in existence. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notice of the same on bulletin boards in each school building and on the District website for no less than nine (9) calendar days. Notices of vacancies shall also be sent to all teachers via district email. Notices of vacancies occurring during the summer months should be sent to the Association—EGR President and to teachers with requests for transfers on file with the Administration. Such notices shall be sent to the last known address of the affected individual. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position; however, the temporary assignment shall not extend beyond the balance of the semester or forty-five (45) working days whichever is longer. Bargaining unit members (EGR) shall be given first opportunity to apply on all vacancies during the nine (9) calendar day period.

B. APPLICATION

Employees who desire to apply for such a vacant position shall file their application in writing with the Superintendent. Such vacancy shall be filled by the Board on the basis of fitness for the position as determined by the Administration. When two or more applicants are determined to be equal in fitness, the applicant with the greatest period of continuous service with the East Grand Rapids school system shall be given preference.

C. EXTRA-DUTY ASSIGNMENTS

The foregoing provisions shall not apply to extra-duty assignments, except that such vacancies shall be posted by the building principal for five (5) school days.

**ARTICLE 12
PROMOTION TO VACANCIES OR NEW POSITIONS
OUTSIDE THE BARGAINING UNIT**

A. POSTING

Whenever a vacancy occurs in any supervisory, administrative, or executive position outside the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the District Director, or his/her designee, and the Association will provide for appropriate posting of said notice in every school building. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the District Director or designee. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year.

B. APPLICATIONS

Employees who desire to apply for the position shall file their applications in writing with the Superintendent. The Board shall consider all applications, and shall make the permanent appointment as soon as is practicable. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board, and it is further recognized that the Board subscribes to the principal that promotions from within the unit are generally desirable.

**ARTICLE 13
PHYSICAL EXAMINATION**

A. NEW EMPLOYEE

Any person who is newly employed in the East Grand Rapids Schools shall, before reporting for duty, be examined by a licensed physician who shall file a written report to the Superintendent indicating the employee's physical condition on a form furnished by the Board. Employment in any position shall be contingent upon the employee's physical fitness for his/her duties being approved by the examining physician.

B. EXAMINATION REPORT

1. Each employee may request an examination by his/her personal physician every three (3) years. The results of such examination shall be reported upon a form furnished by the Board.
2. The cost of each initial and three (3) year physical examination will be paid by the Board, except that the employee shall submit the bill to his/her insurance company and the Board will pay the balance not covered by insurance.

C. EXAMINATION REQUIRED

If a question of mental or physical fitness is a determining factor in the continuing employment of an employee, the Board may require an examination by a physician of its choice. If the employee so desires, a physician of the employee's choice, as well as a physician of the Association's choice, paid by the Board, may be also selected for confirmation or negation examinations. The Board shall request the three physicians to confer and make a report of their findings.

D. EXTENDED ILLNESS

Any employee absent because of an extended or serious illness shall furnish the Superintendent, prior to return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to duties.

**ARTICLE 14
PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS**

When an employee finds it is necessary to be absent from his/her regular teaching assignment because of illness, he/she will call the person designated by the Superintendent as soon as the need for a substitute is known.

**ARTICLE 15
LEAVES OF ABSENCE**

Seniority shall not accrue during any period of layoff or unpaid leave of absence the length of one semester or more (except for sabbatical leave as defined in Article 15 L).

A. DISABILITY LEAVE

In the event an employee is disabled due to illness, injury, or pregnancy, full salary shall be continued and charged against disability leave until disability leave is exhausted.

Each employee shall be credited with ten (10) days of disability leave on the first of each school year provided that the employee reports for duty on that day. Those who report for duty after the first day of the school year shall be credited with disability leave on a pro rata basis.

Those employees who have used five (5) days or less of their disability leave during the prior school year shall be credited with an additional two (2) days.

Disability leave may be accumulated without limitation.

A day of disability leave for less than full-time employees is the portion of a full day for which they are contracted to work.

An employee who changes from less than full-time to full-time shall have his/her accumulated disability leave days converted to the equivalent of full-time disability leave days. For example, an employee under 80% contract with ten (10) accumulated disability leave days shall, upon changing to full-time, be credited with eight (8) full-time disability leave days.

An employee with accumulated sick leave who is unable to assume duties on the first day of any school year due to disability caused by illness, injury, or pregnancy may use such accumulated disability leave, provided that he/she is not otherwise employed and is not eligible for any benefits under Act 136 Public Acts of 1945, as amended (Workers Disability).

Upon return to full duties under this Agreement, he/she shall be credited with ten (10) days disability leave which may be used retroactively. If maternity leave occurs during spring vacation, an individual may use up to five (5) additional disability leave days. If maternity leave occurs during holiday vacation, an individual may use up to ten (10) additional disability leave days.

If, during any school year in which an employee has assumed duties, disability leave is exhausted, he/she shall be credited with an additional number of disability leave days equal to 50% of the accumulated disability leave days as of the end of the prior school year, not to exceed thirty (30) days. During such additional disability leave, the employee shall be paid the difference between the employee's salary and the salary paid to a substitute.

When an employee's accumulated and additional disability leave is exhausted, further absence will result in full deduction of salary during the period of absence based upon the ratio of days of such absence to paid contractual days times the annual salary. Fringe benefit premium cost will become the responsibility of the employee after the employee's accumulated and additional disability leave are exhausted. If the absence qualifies under the Family and Medical Leave Act, provisions of the Act will apply and the Board's contribution for insurance premiums will continue through the FMLA benefit period. The Board will give the employee timely written notification as to when the employee will be financially responsible for said premiums and the amount of such premiums. The Board will pay monthly premium costs equal to the percentage of the school year that the employee worked or had Board paid disability leave. An insurance year for purposes of computation will commence September 1.

Any employee whose disability extends beyond the period of compensation provided by the accumulated or additional sick leave provisions shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided, however, that such leave of absence shall not extend beyond a period of one (1) calendar year from the date of last payment unless extended by the Board. Seniority shall not accrue during any period of an unpaid leave of absence the length of one semester or more. Written notification to the Superintendent of intent to return from an unpaid disability leave of absence must be given at least fifteen (15) work days prior to the date of return at the elementary level, and fifteen (15) work days prior to the beginning of a marking period at the secondary level. If an employee who has been on Long-Term Disability is able to return earlier than the timelines specified above, the Board will return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed.

Any employee on leave of absence without pay of one semester or more shall not be entitled to advancement on the salary schedule and seniority shall not accrue. Upon return from leave of absence, the Board will make every effort to return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed.

Any employee who is absent because of an injury or disease compensable under the Michigan Workers Compensation Law shall receive either disability benefits provided by the Workers Compensation Law or the sick leave benefits herein provided. Board payments to an employee shall be charged against the employee's accumulated and additional sick leave days until such days are exhausted at which time the employee would transfer to weekly benefits as provided by the Workers Compensation Law. All potential claims against Workers Compensation should be documented within twenty-four (24) hours of the occurrence by completing the "Report of Injury to Employee" form.

Upon separation from the District if the employee has 10 + years of service, the following sick day buyout will be offered. The sick day buyout is not available in the years a retirement incentive plan is offered unless the employee is not eligible for the ERI.

- \$40 per day to a maximum of \$5,000 per employee

B. ADOPTION LEAVE

Upon at least sixty (60) days advance request a full-time non-probationary employee shall be granted an adoption leave for a newly adopted child, of up to ten (10) days charged against the employee's disability leave, until disability leave is exhausted. The Superintendent may grant up to five (5) additional days if extended travel is required.

C. ILLNESS AND DEATH IN THE IMMEDIATE FAMILY

Absence without loss of salary for up to five (5) work days for each occurrence within the categories enumerated below shall be allowed (Immediate Family shall be defined as spouse, children, parents, parents-in-law, brothers or sisters, brothers-in-law or sisters-in-law, grandparents, grandchildren, daughters-in-law, and sons-in-law):

1. Death in the employee's immediate family.
2. Emergency illness in the employee's immediate family.

The Superintendent shall have discretion to grant emergency leave for death, illness, or other emergencies which are not specifically covered under the terms of this paragraph. If the Superintendent grants emergency leave not covered by B.1 and 2, the teacher shall be required to pay the current substitute rate for each day of absence.

Each day of absence specifically covered under the terms of Section C.1 and 2 of Article 15 shall be charged against the employee's disability leave days.

D. PERSONAL LEAVE

Each employee shall be allowed up to three (3) days of personal leave, without loss of pay, each school year for attending to personal matters which cannot reasonably be conducted on non-school time. A day of personal time for less than full-time employees is the portion of a full day for which they are contracted to work.

Application for such leave shall be signed by the employee's principal or immediate supervisor and submitted to the Superintendent, except in cases of emergency, not less than five (5) work days in advance. The general reason, unless extremely confidential, shall be briefly explained on the form.

Requests for such leave may be denied only when, in the judgment of the Superintendent that to grant the request would be inconsistent with sound educational policy.

E. ABSENCE FOR OTHER REASONS

When absent from duty for reasons not covered by this Agreement, but for reasons which are approved in advance by the Superintendent, the established rate of a substitute teacher shall be deducted from the employee's base salary for a period not to exceed five (5) days in any school year, and thereafter the pro rata deduction will be made.

F. CHILD CARE LEAVE

Upon at least sixty (60) days advance request, a full-time non-probationary employee shall be granted a child care leave of absence, without pay or other benefits, beginning either upon the conclusion of a disability leave due to pregnancy or upon the delivery of an adopted child, whichever is applicable; provided that such leave will be granted to only one of two parents both of whom are employed by the Board. Provisions of the Family and Medical Leave Act will apply for qualified absences.

Such leave shall extend for not less than the balance of the semester within which it begins and for not longer than such balance plus two (2) additional semesters; provided that, upon the death of the object child, the leave may be terminated in the Board's discretion.

The employee shall, not less than sixty (60) days prior to the expiration of the leave, notify the Board of intent to return. Failure to do so shall be conclusively presumed to be a resignation of employment.

Provided that proper notice of intent to return has been given, the employee shall, at the beginning of the next semester following the expiration of the leave, be placed in their same or comparable position.

G. ABSENCE FOR JURY DUTY

Any employee summoned to jury duty shall be paid his/her full salary for each working day of absence, provided that the employee pays the Board the jury fee less mileage expense.

H. COMPULSORY ABSENCE

Any employee served with a subpoena resulting in involuntary absence shall be paid his/her full salary, provided that the witness fee less mileage expenses is paid to the Board.

I. MILITARY LEAVE

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving East Grand Rapids employment service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

J. LEAVE FOR GRADUATE STUDY

An employee on leave for a year's graduate study will be allowed a year's credit on the salary schedule provided he/she satisfactorily completes his/her graduate study.

K. ASSOCIATION LEAVE

The following leave days will be provided for officers or representatives of the Association (EGREA) for official union business purposes:

Five (5) work days per school year with no deduction in pay. An additional ten (10) days per school year with the prevailing daily rate of an East Grand Rapids substitute teacher's salary paid by the Association, but with no deduction in pay for the staff person using the Association leave.

The request for Association leave will be made in writing to the Superintendent and signed by the President of the Association. Unused days are not to be accumulative and may not be used in another contract year.

No teacher will be absent from the classroom more than three (3) work days per year for the purpose of conducting EGREA business

L. SABBATICAL LEAVES

All teachers shall be eligible for a one (1) year recurring study leave after completing no less than seven (7) years of professional service in the East Grand Rapids Public Schools. Granting of this leave shall be solely at the discretion of the Board. If the leave is granted, the Board will pay a teacher one-half (1/2) of the contractual salary ordinarily received. The following school year, the teacher must return to the East Grand Rapids Public Schools and render at least two (2) consecutive years of satisfactory service. A one (1) semester study leave may also be granted under the same terms, except the obligation to return to the East Grand Rapids Public Schools shall be for one (1) year. While on sabbatical leave, the teacher's seniority and salary experience shall accrue. Teachers shall also be allowed credit toward retirement for time spent on leave provided that the service time is accepted by the Michigan Public Schools Employee Retirement System.

M. CONDITIONS APPLICABLE TO ALL LEAVES OF ABSENCE

Any employee desiring a leave of absence heretofore described, or a leave of absence for any reason not mentioned, shall apply, in writing, to the Superintendent indicating the period of proposed absence and the reason therefore. Approval of all leaves and extensions shall be discretionary with the Superintendent or Board, except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is without or with pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the employee will receive credit on the salary schedule for the period of absence. Upon return from any approved leave, the employee shall be credited with unused sick leave which he/she had at the time the leave began, but shall not be credited with sick leave days for the period of the leave of absence.

N. NOTICE OF INTENT TO RETURN FROM LEAVE

Employees on leave must give the Superintendent written notice of intent to return according to the timelines specified for such leave in the contract, or if not specified in the contract, according to the letter from the Superintendent authorizing such leave. Failure to provide such notice as required in this contract shall terminate the employee's reinstatement rights to the extent permitted under the Michigan Teacher Tenure Act.

ARTICLE 16 DISCIPLINE

A. STUDENT DISCIPLINE

1. When in the judgment of the teacher a child requires the attention of professional personnel, the principal shall be so advised in writing. The Board will take reasonable steps to assist the teacher with respect to such child.
2. A teacher may direct a student from the classroom to the principal's office when the grossness of an offense, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full details of the circumstances.

In situations involving minor infractions, after dealing with the child, the principal or designee may decide that the child be returned to the classroom. The teacher shall be notified and the teacher and the principal or designee shall consult as soon thereafter as their mutual professional obligations will allow.

In situations involving major infractions, after dealing with the child and conferring with the teacher as to the resolution of the problem, the principal or designee may return the child to the classroom.

3. A teacher may use such physical force as is necessary and pursuant to Board Policy to protect himself or herself, the student, or other students from injury.

B. ASSAULT UPON A TEACHER

Any assault by a student on an employee or his/her personal belongings in connection with the employee's employment shall be immediately reported to a principal or the Superintendent.

C. REQUEST FOR LEGAL COUNSEL

If criminal or civil proceedings are brought against an employee arising out of disciplinary action taken by the employee against a student, the Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend him/her in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided, and the decision of the Board shall be final and conclusive.

D. PERSONAL PROPERTY

Any employee whose personal property is damaged or destroyed as a result of an assault by a pupil while the employee is acting in line of duty in the school, or on school premises, shall be reimbursed for such loss by the Board unless covered by insurance.

E. LOSS OF PAY

There shall be no loss of pay for time lost by an employee in connection with legal proceedings brought against the employee as a result of his/her actions related to maintaining discipline provided that the employee is not determined guilty of a criminal or civil charge as related to the incident.

**ARTICLE 17
PROFESSIONAL RESPONSIBILITIES FOR
CONTINUATION OF THE EDUCATIONAL PROGRAM**

The Board and the Association agree that, in keeping with the high standards of the teaching profession, all differences between them shall be resolved by the orderly procedures provided in this Agreement without interruption of the school program.

Accordingly:

- A. The Association agrees that during the term of this Agreement, it will not direct, instigate, encourage, or support any cessation or interruption of services by any employee within the bargaining unit and pledges itself to the purpose of insuring continuation of the educational program.
- B. Employees of the East Grand Rapids Board of Education represented by the Association, and each of them agree that, during the term of this Agreement they will not direct, instigate, participate in, or encourage or support any cessation or interruption of services by any member of the bargaining unit and pledge themselves to the purpose of insuring continuation of the educational program.

In the event there is an alleged violation of this Article, the Association shall within 48 hours of the Board's request, provide to the Board, in writing, notice to every employee of the Board of Education represented by it that such activity is a violation of the Contract and that such activity, in and of itself, is just cause for termination of employment, and that each and every employee is to immediately cease such activity.

**ARTICLE 18
GRIEVANCE PROCEDURE**

A. DEFINITIONS

- 1. A "Grievance" is a claim by one or more employees of improper application of this Agreement. However, any employee who has a claim based upon an event which affects a condition of employment not covered in this Agreement may process a grievance, pursuant to its procedure, up to and including Level Three but it shall not be arbitrable.
- 2. An "Aggrieved Employee" is the employee or employees who is/are currently employed, including those laid off, on official leave, and terminated by the district and has a grievance.

B. PURPOSE

- 1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

2. Nothing herein shall prohibit any aggrieved teacher from discussing his/her grievance informally with any member of the administration.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the time limits referred to in this procedure are maximums. Time limits may be extended only by the written agreement of the Board and the Association. All time limits are calendar days, excluding Saturdays, Sundays, holidays and vacation days within the school year.

Level 1—An Aggrieved shall, within six (6) days after the facts giving rise to the grievance have first occurred, discuss the grievance, either alone or with an Association representative, with their immediate supervisor, specifically identifying the discussion as being a Level 1 grievance matter.

Level 2—In the event the grievance is not resolved within five (5) days of the Level 1 discussion, the grievance may be reduced to writing, stating the facts giving rise to the grievance and identifying the provisions of this Agreement which have been violated, signed by the Aggrieved, and delivered to the Aggrieved's immediate supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 11th day following the first occurrence of the facts giving rise to the grievance.

The immediate supervisor shall provide a written response to the Aggrieved within five (5) days of receipt of the grievance.

Level 3—If the grievance is not resolved at Level 2, the Aggrieved may, within five (5) days from the immediate supervisor's response or the date such response was due, or whichever is shorter, deliver the grievance to the office of the Superintendent.

The Superintendent or designee shall, within five (5) days from the receipt of the grievance, meet with the Aggrieved and, if requested by the Aggrieved or the Association, an Association representative.

The Superintendent or designee shall provide a written response to the Aggrieved and the Association within five (5) days from the Level 3 meeting.

Grievances claiming a violation of Association Rights may be filed at Level 3 by an Association representative. Such grievances shall be filed within the Level 1 time limits and shall be in writing the same as at Level 2.

Level 4—If the grievance is not resolved at Level 3, the Association and the Aggrieved may, within twenty (20) days from the final decision of the Superintendent or the date such decision was due, whichever is shorter, submit the grievance to arbitration by written notice to the Superintendent. If, within seven (7) days from the receipt of the notice by the Superintendent, the parties have not mutually agreed upon an arbitrator, the Association shall, within the next seven (7) days, submit the grievance to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration hearing.

The arbitrator shall have the authority to decide only unresolved grievances timely raised involving the interpretation or application of specific terms of this Agreement and shall have no authority to alter, ignore, add to, or subtract from any of the terms of this Agreement as written.

The award of the Arbitrator, within the scope of his authority, shall be binding upon all parties. Costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

D. GENERAL PROVISIONS

1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief: e.g., Teacher Tenure Act.
2. In the event a grievance is raised after May 1 of any school year, the Board, the Association, and the Aggrieved shall use their best efforts to process the grievance before the end of the school year.
3. Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
4. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
5. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance.
6. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the Aggrieved, Association representative, if present, or Board representative, with a copy for each party.
7. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
8. Settlement of grievances shall be in writing and signed by all parties. Those grievances settled at Level 1, Level 2, or Level 3 shall be without precedent unless also signed by the Superintendent and Association representative.
9. In the event more than one person is an Aggrieved, only one such person shall be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents. Forms for filing and processing grievances shall be made available by the Board.

ARTICLE 19 CALENDARS AND SALARY SCHEDULE

A. SALARY SCHEDULE

The salary schedules covered by this Agreement are set forth in Appendix A for 2010-2012. The salaries contained therein shall be full compensation for the services performed by employees. The compensation for extra-duty assignment is set forth in Appendix B. The salaries in Appendix A and Appendix B shall be effective as of September 1 through August 31 for the applicable contract year.

B. CALENDARS

The calendars for 2010-2011 and 2011-2012 are set forth in Appendix C.

C. INTERPRETATION OF THE SALARY SCHEDULE

1. Master's Degree

Any teacher under contract with the Board prior to the 1987-88 school year who secures a Master's Degree or its equivalent in semester hours (32) in a field acceptable to the Board from an accredited college or university shall be granted the additional increment on the schedule the semester following the furnishing of satisfactory proof of attainment of the degree or required hours.

Any teacher whose initial contracted employment with the Board commences after the 1986-87 school year will be required to obtain a Master's Degree from an accredited college or university in order to be compensated on the Master's or any Master's plus salary schedule. A Master's equivalent will not be accepted.

2. Intermediate Steps

(B.A. + 20 S.H.; M.A. + 15 S.H.; M.A. + 30 S.H.; M.A. + 45 S.H.) Any teacher who has completed twenty (20) semester hours of graduate level work approved by the Superintendent shall receive a salary on the B.A. + 20 Semester Hours Schedule. Any teacher who completes fifteen (15), thirty (30), or forty-five (45) semester hours of graduate level work beyond the credits for an earned Master's Degree, and earned subsequently to the attainment of the Master's Degree, which are approved by the Superintendent, shall receive a salary on the M.A. + 15, M.A. + 30, or M.A. + 45 Semester Hours Schedule respectively. The additional increment shall be granted on the appropriate schedule the semester following the furnishing of satisfactory proof of attainment of the required hours.

3. Prior Service Credit

Credit on the East Grand Rapids salary schedule may be allowed to those new employees with satisfactory prior teaching experience. The number of years of prior experience credit, if any, will be at the discretion of the Superintendent. Any credit to be granted would be included in the initial contract with the Board.

4. Credit for Military Service

Credit on the salary schedule will be granted at the rate of one year for each two years in the Armed Services to those entering teaching in the East Grand Rapids school system. (Maximum eight (8) years, including prior teacher service credit.) Full credit on the salary schedule for each year or major portion thereof in the Armed Services will be granted to those leaving East Grand Rapids' teaching service and returning thereto.

5. Longevity Schedule

An employee whose placement on the salary schedule is beyond the 11th step shall have 1% of the B.A. minimum salary added for each year beyond the 11th step up to a maximum of 19 longevity steps (see salary schedule for steps 20-31).

D. SALARY PAYMENTS

Salary payments will be made on alternate Fridays, with the first payment for each school year occurring on the second Friday after the beginning of the school year for students. Tax deductions will be withheld from all payments. Authorized deductions will be withheld from all payments with the exception of the third pay period in any month.

E. SUMMER SALARY IN LUMP SUM

All teachers will be paid their annual salary in 26 equal installments. However, any teacher who wishes to receive his/her accumulated deferred salary in a lump sum at the close of the school year may do so by making a written request prior to May 31 of that year.

F. SALARY—STEP ADVANCEMENT

An employee can advance only one (1) step per year worked, on July 1 of each year, until the top step is attained. Under no conditions can a teacher advance more than one (1) step from one year to another. Because of the possibility of prior service credit as explained in Article 19.C.3, step placement on the salary schedule will not always correspond to the years of service in the district.

G. CONTRACT PAY CALCULATION

For teachers working less than full-time, contract pay will be calculated and paid on a pro-rated basis just as their work responsibilities are pro-rated.

Middle School/High School

For a secondary teacher the compensation amount will be calculated by using the number of periods taught each semester per day as the numerator and the denominator will be the total number of student periods per day, minus one (1). For example, a teacher at the middle school or high school (six period student day) teaching three periods per day will be paid on a 3/5ths or 60% contract that semester. Using this formula and method of calculation will then include compensation for a pro-rated preparation period automatically.

NOTE: The same formula will be used when a secondary staff member teaches an "overload" (full-time, plus teaching for a semester during their preparation period).

H. CONTINUING EDUCATION CREDITS

Any teacher that has a Master's degree (or Master's equivalent for those that qualify in Article 19.C) will receive Continuing Education Units (CEUs) credit for salary schedule advancement when both of the following conditions are met:

1. Written approval from the Superintendent has been received prior to participating in the workshop or class; and
2. The workshop or class has either been certified as meeting the CEU criteria by the Kent Intermediate School District or the East Grand Rapids Superintendent agrees to allow CEU credit for salary schedule advancement.

NOTE: The staff member cannot receive both college credit (graduate or undergraduate) and CEU credit.

The additional increment step shall be granted on the appropriate schedule the semester following the filing of the proper documents indicating completion of the workshop or class.

For salary schedule advancement three (3) CEUs will be equivalent to two (2) semester hours of graduate credit.

ARTICLE 20 PAYMENT FOR EXTRA-DUTY ASSIGNMENTS

A. COMPENSATION

For extra-duty assignments outside the normal load, compensation shall be paid according to Appendix B. Contracts for such duties shall be entered into between the Board and the employee on an annual basis.

B. EVALUATION OF PERFORMANCE

The Board acknowledges its responsibility to evaluate with employees their performance in extra-duty areas annually. In any case, where the assignment is not to be renewed, the Administration shall discuss the proposed action and explain the reasons why the renewal will not be granted.

C. ASSIGNMENT EXTENSION

When an employee's regular assignment extends beyond the normal school year, the additional time shall be compensated at a pro rata share of his/her base annual salary, except as otherwise provided in the schedule for extra-duty assignments.

**ARTICLE 21
SUBSIDY FOR GRADUATE STUDY**

In order to encourage those members of the staff who desire additional training, the Board of Education, will subsidize graduate training for courses approved in advance by the Superintendent at any publicly supported Michigan university by reimbursing the teacher for tuition costs based on the criteria detailed below. For graduate work taken out of state or at a private university, the reimbursement will be computed at the average cost of tuition at the University of Michigan, Michigan State University, and Western Michigan University based on the criteria detailed below.

- When the teacher receives tuition reimbursement from a source other than the East Grand Rapids Board of Education, the Board shall not be required to make duplicate payment.
- The reimbursement for authorized courses will be up to one-half the actual cost of tuition.
- The board limits its responsibility to a maximum payment of \$12,000 per contract year (July 1–June 30) for all teachers involved. Said payments shall be divided equally amongst those teachers who have received prior approval from the Superintendent, as described above. No teacher shall receive payment for a second class unless the maximum amount total payment (\$12,000) has not been reached.

To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Superintendent. Forms for this purpose will be available in the school office. Each individual requesting tuition reimbursement shall be responsible for reporting any reimbursement from another source. Failure or refusal to provide information relating to tuition reimbursement from other sources shall be cause for discipline up to and including termination.

Criteria for successful completion and reimbursement

- The course has the prior approval of the Superintendent.
- Evidence of completing the course at an equivalent grade point of 3.0 or higher.
- Payment will be up to ½ of tuition to all of those who have taken one class.
- If money remains in the fund, all those who have submitted a second request for reimbursement of successful course completion will receive up to ½ of tuition on an equally shared basis.
- If money is left in the fund, all of those who have submitted a third request for reimbursement of successful course completion will receive up to 1/2 of tuition on an equally shared basis.

**ARTICLE 22
FRINGE BENEFITS**

In order to qualify for benefits under this Agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in this Article unless otherwise specified.

1. Upon submission of a proper written application form to the East Grand Rapids Business Office, the Board shall provide the benefits described in this Article for those employees who meet the qualification stated in this Agreement.
2. Employees newly hired, recalled by the Board, or returning from leave shall be eligible for Board-paid premiums upon completion of appropriate forms. Such coverage shall become effective on the first day they assume their duties.

3. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. Current copies of all rules and regulations shall be forwarded to the Association President.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year, and the July and August Board portion of the premiums will be paid by the Board.
6. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective. Copies of all such "at work requirements" shall be provided to the Association President.
7. Board paid premium contributions for less than full-time employees shall be on a pro rata basis, not to exceed the pro rata portion of the maximum Board contribution for the applicable category contribution.
8. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
9. An open enrollment period for health insurance shall be provided annually during the month of September with changes effective the following October 1.
10. An employee or spouse and/or qualified dependent(s) eligible for Medicare shall enroll for Medicare benefits (parts A. and B.) within thirty (30) days of his/her first eligible date.
 - a. Employees (teachers) eligible or who have spouse and/or qualified dependents eligible for Medicare benefits on or after January 1, 1983, must notify the Board of Education, in writing, of their primary program election.

The employee's election of primary carrier (Medicare or the school provided plan) shall be subject to the final provisions of T.E.F.R.A.
 - b. To the extent permitted by law, premiums for Medicare supplement and Medicare (part B.) premiums shall be paid on behalf of the employee (teacher), spouse and/or qualified dependents eligible for Medicare.
 - c. The Board of Education will not be liable for any penalties against the employee by the insurance carrier as the result of his/her election.
 - d. All of the above language of Article 22.11, shall be subject to the final federal regulations of T.E.F.R.A.
11. The Board paid benefits are for all bargaining unit members and their eligible dependents, as defined by the insurance carrier.
12. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations. A copy will also be filed with the Association President.
13. The Board of Education shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.

A. MEDICAL CARE BENEFITS

1. The Board will provide without cost for active full-time employees, MESSA Medical Care Group Choices II insurance. PROVIDED, that such contribution shall not exceed that required for the coverage category, within which the employee is included, e.g., full family, two persons, one person family continuation or sponsored dependent. A member may elect to retain MESSA Medical Care Group Super Care I by assuming via a Section 125 Plan the cost difference between MESSA Medical Care Group Choices II \$10/20 drug card rate and the MESSA Medical Care Group Super Care I \$5/10 or \$10/20 drug card rate.
2. Beginning 2010-11, as soon as possible after ratification by the parties, the medical care benefits shall change to the MESSA Medical Care Group Choices II insurance with the \$100/\$200 deductible rider, the \$20 office visit rider, and the Rx Saver prescription (\$10/\$40) drug card.
3. Beginning with the 2011-12 school year, if the MESSA Choices II rate increase for the 2011-12 school year is between 6.0% and 11.9%, all members subscribing to the health insurance shall pay \$40 per month toward their insurance. If a member elects to continue with MESSA SuperCare, the \$40 per month is in addition to their obligation under #1 above.

Beginning with the 2011-12 school year, if the MESSA Choices II rate increase for the 2011-12 school year is 12% or more, all members subscribing to the health insurance shall pay \$40 per month toward their insurance, and the deductible rider shall change to the MESSA Choices II \$200/\$400 deductible.

4. The Board of Education will deduct any employee contributions through payroll deduction via a section 125 plan.

The Board of Education will pay each full-time employee who waives coverage in the medical care program the sum of \$250 per month as additional cash compensation. [Prorated payment will be made to less than full-time employees.] These waivers shall be made under the Flexible Benefit Plan established by the Board of Education under Internal Revenue Code Section 125. An employee may waive coverage or revoke a prior waiver only during the open enrollment period provided under the Plan or if the employee has a change in family status. The Board of Education will reimburse employees prescription co-pays that exceeds \$250 per family, (September 1 through August 31). The employee must have receipts that must be submitted quarterly for reimbursement. (November 30, February 28 and 29, May 31, and August 31)

A Health Insurance Committee will be formed to study health insurance options. The committee will be composed of eight (8) members - four (4) administrators, chosen by the Superintendent and four (4) teachers chosen by the President of EGREA.

B. LIFE INSURANCE

The Board agrees to provide \$20,000 term life and \$20,000 accidental death insurance coverage for all active full-time employees. Such coverage shall begin, in the case of new teachers, at the time they begin their teaching duties. Coverage will terminate upon termination of employment or at the end of the insurance month following the end of the school year for teachers who do not return the following year, whichever is earlier. Less than full-time employees shall be provided proportionately reduced coverage.

The above amount of life insurance is the total amount of all life insurance provided by the Board, excluding the options selected by employees not enrolling in the medical care program, and excluding life insurance included as part of the medical care program.

The responsibility of the Board is limited to the payment of premiums necessary to provide applicable insurance coverage, and shall not, under any circumstances, be extended, for example, to the provision of benefits.

The terms and conditions of the applicable insurance policies and underwriting rules and regulations supersede and control the above general description of benefits. A copy of the applicable insurance contract is available for inspection during normal working hours at the Business Office of the Board.

C. LONG-TERM DISABILITY INSURANCE

The Board will provide to all active full-time employees, and to active less-than-full-time employees who are eligible under applicable underwriting rules and regulations, a long-term disability benefit program generally described as follows:

1. An employee who is disabled under the plan will receive 66 ²/₃% of his/her monthly salary, not to exceed \$4,000.
2. An employee will not be eligible for benefits until a ninety (90) work day waiting period has elapsed.
3. Benefits reduce at age 65 and will terminate at age 70.
4. Income during the period of disability including, but not limited to, sources such as Workers Compensation, social security, other insurance, or state, federal, local governments will be considered in determining the level of benefits.
5. An employee disabled under the plan and receiving disability payments will have their district medical insurance premium paid by the district for a period of up to two (2) years from the onset of the disability.

The descriptions of Long-Term Disability benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance contract, a copy of which is available for inspection during normal working hours at the Business Office of the Board.

The responsibility of the Board is limited to the payment of premiums necessary to provide the applicable insurance coverage and shall not, under any circumstances, be extended, for example, to the provision of benefits.

D. DENTAL CARE BENEFITS

The Board will provide without cost to each full-time employee and his/her spouse and eligible dependents a Delta Dental Care Program which will pay 100% of Class I benefits such as radiographs, preventive services, and emergency palliative services. The remainder of basic services will be paid at 90%. Payment for Class II benefits (bridges, partials and dentures) will be at 60%. There will be no deductible amounts for any services. This program provides for internal and external coordination of benefits.

The Board may elect to provide identical dental insurance to that listed above via self insurance beginning September 1, 1989, or continue the present plan.

The premium contributions for less than full-time employees will be on a pro rata basis.

E. SUPPLEMENTAL LIABILITY AUTOMOBILE INSURANCE

The Board shall provide supplemental excess liability automobile insurance up to \$300,000 for those employees who drive students in their personal vehicles for school-sponsored functions. Such trips are to have written authorization from the building administrator. However, in cases of emergency when it is not practical to obtain this authorization in advance, the employee shall file a written report to the building administrator as soon as possible.

F. ANNUITY CONTRIBUTIONS

The number of annuity programs available through payroll deductions will be limited to no more than seven (7) and the minimum number of participants enrolled for any new program will be five (5) employees. (See Letter of Agreement) Any member hired after June 30, 2010 will be required to make annuity contributions to one of the Michigan Retirement Investment Consortium core vendors.

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services Products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(B) plan document as appropriate under IRS regulations.

G. EARLY RETIREMENT

The Superintendent and Association President will meet and discuss the prospect of an early retirement program each year.

H. DISTRICT CONTRIBUTIONS

Beginning the 2010-11 school year, the District will match 403(b) contributions for each member who contributes to a 403(b) of up to \$400.00/year. The District contribution will be made the last pay period in June.

**ARTICLE 23
REDUCTION OF PERSONNEL**

A. LAYOFF

In the event it becomes necessary to reduce the number of employees within a given subject area, field, or program, or due to the elimination or consolidation of positions at any time, the Board shall lay off employees in the following order, provided that there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off employee.

1. First, the Board will request volunteers for layoff through a general notice to the membership which will be posted in all buildings and sent to the Association President.
2. Second, persons not holding a regular Michigan provisional, permanent, life continuing, or vocational certificate.
3. Third, probationary employees.
4. Fourth, non-probationary part-time employees in reverse order of seniority.
5. Fifth, non-probationary full-time employees in reverse order of seniority.

In the event a laid off teacher is responsible for extra-duty assignments, if, after Board re-evaluation, it is to be continued, the extra-duty assignment shall be filled in the following order:

1. By volunteer from the remaining employees or administrators.
2. By hiring.
3. By assignment from the remaining employees and administrators on an annual rotating basis.

B. NOTICE

Employees may only be laid off at the end of a semester, provided the employee is given at least thirty (30) days notice for layoff prior to the beginning of the spring semester and at least sixty (60) days notice for layoff prior to the fall semester.

C. TERMINATION OF CONTRACT

Layoffs pursuant to this Article shall automatically terminate the individual employment contracts, including supplemental employment contracts, of each laid off employee and shall suspend, for the duration of the layoff, the Board's obligation to provide benefits under this collective bargaining agreement including, but not limited to, salary and fringe benefits. Changes in certification or qualifications while on layoff shall not affect the employee's status during the layoff period.

D. DEFINITION OF HIGHLY QUALIFIED AND FULLY CERTIFIED

1. Highly qualified and fully certified teachers shall be defined as teachers who have earned both of the following:
 - a. Valid teaching certificate according to State Certification requirements.
 - b. Meet the requirements of the State of Michigan's compliance with the Federal government's No Child Left Behind (NCLB) regulations.
2. If the rules related to "highly qualified" under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.
3. A teacher who is properly certified under Section D.1 who does not meet the qualifications standards as specified in Sections D.2.b and c may be required to take up to six (6) semester hours or alternate training within one year of notice of assignment. This requirement shall be waived if the teacher has had twelve (12) semester hours of class work in the subject areas or has had one (1) year successful teaching experience in the subject areas within the last five (5) years.

A teacher who is assigned to more than one (1) subject area who does not meet the qualifications standards as specified in Section D.2.b and c shall not be required to take in excess of twelve (12) semester hours or alternate training. The Superintendent must give advanced written approval to the course work or alternative training. The Board will pay the tuition costs only for these classes if all provisions of Article 23.D have been met.

E. SENIORITY

Seniority is defined as the period of continuous employment, with the East Grand Rapids Public Schools, in the bargaining unit, starting with their first contract signing date; PROVIDED that all employees subject to this Agreement, whether or not certificated, shall be on probation the same as certificated employees under the Teacher Tenure Act. Probationary employees, both certificated and non-certificated, as among themselves, shall have equal seniority during such probation, and may be terminated from employment the same as probationary teachers under the Teacher Tenure Act.

Seniority shall not accrue during any period of layoff or unpaid leave of absence the length of one semester or more (except for sabbatical leave as defined in Article 15 L).

If the signing date is the same, then the parties will participate in a random drawing to establish seniority. All members participating in the drawing shall be invited to attend.

If a member leaves the EGREA to take a non-EGREA position for East Grand Rapids Public Schools, the member will have their seniority date frozen for a period of five (5) years. At the end of the five (5) years, his/her seniority will start with his/her return to the bargaining unit.

F. RECALL

Recall from layoff will incorporate the same criteria as used in the order of and, subject to such criteria, will be in inverse order of the above layoff procedure. Except where prohibited by the Tenure Act, an employee's entitlement to recall shall only extend for a period of two (2) years from the effective date of layoff.

**ARTICLE 24
EXTRA-DUTY ATHLETIC ASSIGNMENTS (COACHING)**

A. APPOINTMENTS OF TEACHERS TO COMPENSATED EXTRA-DUTY ATHLETIC ASSIGNMENTS

1. All appointments to paid extra-duty athletic assignments shall be annual appointments. Appointments shall become binding on the Board and the individual teacher at the time the individual agreement referred to below is executed.
2. At the time the assignment is made, the assignment shall be set forth in an individual agreement between the teacher and the Board, the form of which shall comply with the attached form. The individual agreement form may not be varied by either party.

B. REASSIGNMENT

1. All extra-duty athletic assignments shall automatically be renewed for an additional annual term unless the immediate supervisor or administrative designee notifies the individual teacher-coach, in writing, within sixty (60) days subsequent to the end of the pertinent athletic season and not later than June 30 for spring sports, stating his or her intention regarding whether the teacher-coach will be reappointed.
2. Within twenty (20) days thereafter, and in the event the Superintendent or designee does not wish to continue the teacher-coach's appointment, the Superintendent shall notify the coach, in writing, as to the official action taken and shall inform the teacher-coach the reasons for the action.

C. RELEASE OF TEACHER-COACH FROM COMPENSATED EXTRA-DUTY ATHLETIC ASSIGNMENTS

No teacher-coach shall be released or dismissed during the middle of the season, unless the Board or Administration, in writing, establishes that the teacher-coach has grossly neglected the responsibility of his/her job or has engaged in willful, wanton, malicious conduct in the course and scope of his/her employment which amounts to moral turpitude.

D. GRIEVANCES

The provisions of this Article shall be specifically grievable as provided in Article 18, but shall not be subject to arbitration as outlined in Level 4.

E. COMPENSATION

The manner of compensation and the amount of compensation to be paid by the Board and received by the teacher-coach shall be as set forth in Appendix B, which is attached hereto and made part hereof.

**ARTICLE 25
MISCELLANEOUS PROVISIONS**

A. AGREEMENT COPIES

Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board.

B. INDIVIDUAL CONTRACTS

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of this Agreement shall govern.

C. CONTRARY TO LAW

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

D. FULL-TIME TEACHER

For the purposes of this Agreement, a “full-time teacher” is a teacher under contract whose duties in the school system regularly extend for the entire basic school day.

E. NEGOTIATIONS DURING DURATION OF THIS AGREEMENT

During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term, neither party shall be required to engage in further collective bargaining on any matter of subject, whether mentioned herein or not.

F. NOTIFICATION OF EMPLOYMENT

The Board shall notify the person designated by the Association, in writing, within twenty (20) days, of any deletions and/or additions to the bargaining unit.

G. WAGE REGULATIONS

This contract will conform to any future regulations issued by the President, Congress, or any official governmental agency concerning wage regulations.

H. PART-TIME TEACHER

For the purposes of this Agreement, a “part-time teacher” is a teacher under contract whose duties in the school system regularly extend for less than the entire basic school day. A part-time teacher’s duties in the school system may vary from semester to semester.

I. CURRICULUM -RELATED ACTIVITIES WAGES

If determined by the Superintendent that a teacher has given an excess amount of time beyond the contractual school day on curriculum-related activities (i.e. committees, workshops, seminars), the teacher will receive the hourly base pay (.065%) equivalent to this amount of time.

J. NEW TEACHER TRAINING TIMEFRAME

District will offer one (1) consecutive week of new teacher training within the two-week window prior to staff reporting.

**ARTICLE 26
“ACT OF GOD” DAYS**

In accordance with Section 101 of the School Aid Act, teachers need not report to work on scheduled work days that are canceled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, mechanical failure, or health conditions as defined by the city, county, or state. Days of instruction and work time lost for the above reasons will be made up as scheduled or they will be added to the end of the school year, to comply with the state attendance guidelines.

It is the intent of the parties to be in compliance with the requirement regarding the make-up of days lost due to conditions beyond the control of school authorities. Any days that must be rescheduled to be in compliance with the law and applicable school codes will be rescheduled without additional compensation to staff; however, the number of teacher work days will not exceed 185 full days.


Every attempt will be made to declare an Act of God day no later than 6:30 a.m.

**ARTICLE 27
DURATION OF AGREEMENT**

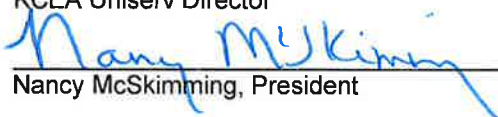
This Agreement shall become effective as of August 31, 2010, if ratified by both parties and shall remain in effect until August 31, 2012. This Agreement shall not be extended orally or in writing without the written consent of both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 31st day of August, 2010.

EAST GRAND RAPIDS EDUCATION ASSOCIATION




Renee Szurna, Chief Negotiator
KCEA Uniserv Director

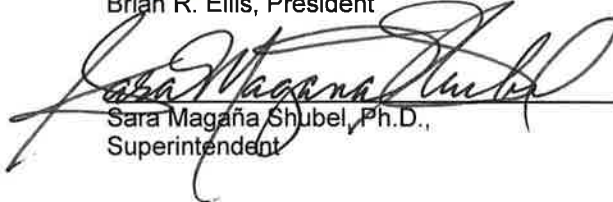


Nancy McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION



Brian R. Ellis, President



Sara Magaña Shubel, Ph.D.,
Superintendent

If per-pupil funding increases less than \$100 from 2009-10

10-11 STEP	BA		BA20		MA		MA15		MA30		MA45		STEP
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	
1	1.00	39,444	1.05	41,416	1.10	43,388	1.15	45,361	1.20	47,333	1.25	49,305	1
2	1.04	41,022	1.09	42,994	1.14	44,966	1.19	46,938	1.24	48,911	1.29	50,883	2
3	1.09	42,994	1.14	44,966	1.20	47,333	1.25	49,305	1.30	51,277	1.35	53,249	3
4	1.14	44,966	1.20	47,333	1.26	49,699	1.31	51,672	1.36	53,644	1.41	55,616	4
5	1.20	47,333	1.26	49,699	1.32	52,066	1.37	54,038	1.42	56,010	1.47	57,983	5
6	1.26	49,699	1.32	52,066	1.39	54,827	1.43	56,405	1.48	58,377	1.53	60,349	6
7	1.32	52,066	1.32	52,066	1.46	57,588	1.50	59,166	1.55	61,138	1.60	63,110	7
8	1.38	54,433	1.38	54,433	1.53	60,349	1.57	61,927	1.62	63,899	1.67	65,871	8
9	1.44	56,799	1.44	56,799	1.60	63,110	1.64	64,688	1.69	66,660	1.74	68,633	9
10	1.50	59,166	1.50	59,166	1.67	65,871	1.71	67,449	1.76	69,421	1.81	71,394	10
11	1.56	61,533	1.56	61,533	1.74	68,633	1.78	70,210	1.83	72,183	1.88	74,155	11
12	1.57	61,927	1.57	61,927	1.75	69,027	1.79	70,605	1.84	72,577	1.89	74,549	12
13	1.58	62,322	1.58	62,322	1.76	69,421	1.80	70,999	1.85	72,971	1.90	74,944	13
14	1.59	62,716	1.59	62,716	1.77	69,816	1.81	71,394	1.86	73,366	1.91	75,338	14
15	1.60	63,110	1.60	63,110	1.78	70,210	1.82	71,788	1.87	73,760	1.92	75,732	15
16	1.61	63,505	1.61	63,505	1.79	70,605	1.83	72,183	1.88	74,155	1.93	76,127	16
17	1.62	63,899	1.62	63,899	1.80	70,999	1.84	72,577	1.89	74,549	1.94	76,521	17
18	1.63	64,294	1.63	64,294	1.81	71,394	1.85	72,971	1.90	74,944	1.95	76,916	18
19	1.64	64,688	1.64	64,688	1.82	71,788	1.86	73,366	1.91	75,338	1.96	77,310	19
20	1.6708	65,904	1.6708	65,904	1.8508	73,004	1.8908	74,582	1.9408	76,554	1.9908	78,526	20
21	1.6808	66,299	1.6808	66,299	1.8608	73,399	1.9008	74,976	1.9508	76,949	2.0008	78,921	21
22	1.6908	66,693	1.6908	66,693	1.8708	73,793	1.9108	75,371	1.9608	77,343	2.0108	79,315	22
23	1.7008	67,088	1.7008	67,088	1.8808	74,188	1.9208	75,765	1.9708	77,737	2.0208	79,710	23
24	1.7108	67,482	1.7108	67,482	1.8908	74,582	1.9308	76,160	1.9808	78,132	2.0308	80,104	24
25	1.7278	68,150	1.7278	68,150	1.9078	75,250	1.9478	76,828	1.9978	78,800	2.0478	80,773	25
26	1.7378	68,545	1.7378	68,545	1.9178	75,645	1.9578	77,223	2.0078	79,195	2.0578	81,167	26
27	1.7478	68,939	1.7478	68,939	1.9278	76,039	1.9678	77,617	2.0178	79,589	2.0678	81,561	27
28	1.7578	69,334	1.7578	69,334	1.9378	76,434	1.9778	78,011	2.0278	79,984	2.0778	81,956	28
29	1.7678	69,728	1.7678	69,728	1.9478	76,828	1.9878	78,406	2.0378	80,378	2.0878	82,350	29
30	1.7917	70,671	1.7917	70,671	1.9717	77,770	2.0117	79,348	2.0617	81,320	2.1117	83,293	30
31	1.8117	71,459	1.8117	71,459	1.9917	78,559	2.0317	80,137	2.0817	82,109	2.1317	84,081	31

This payscale reflects no increase on the BA base.

If per pupil funding increases between \$50 and \$99, 1% of each association member's placement on this scale will be contributed by the district to their 403(b) account.

* 2011-12 salary scale will be increased by .01% for each dollar increase from the 2010-11 per pupil funding amount

If per-pupil funding increases \$100 or more from 2009-10

10-11 STEP	BA		BA20		MA		MA15		MA30		MA45		STEP
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	
1	1.00	39,838	1.05	41,830	1.10	43,822	1.15	45,814	1.20	47,806	1.25	49,798	1
2	1.04	41,432	1.09	43,423	1.14	45,415	1.19	47,407	1.24	49,399	1.29	51,391	2
3	1.09	43,423	1.14	45,415	1.20	47,806	1.25	49,798	1.30	51,789	1.35	53,781	3
4	1.14	45,415	1.20	47,806	1.26	50,196	1.31	52,188	1.36	54,180	1.41	56,172	4
5	1.20	47,806	1.26	50,196	1.32	52,586	1.37	54,578	1.42	56,570	1.47	58,562	5
6	1.26	50,196	1.32	52,586	1.39	55,375	1.43	56,968	1.48	58,960	1.53	60,952	6
7	1.32	52,586	1.32	52,586	1.46	58,163	1.50	59,757	1.55	61,749	1.60	63,741	7
8	1.38	54,976	1.38	54,976	1.53	60,952	1.57	62,546	1.62	64,538	1.67	66,529	8
9	1.44	57,367	1.44	57,367	1.60	63,741	1.64	65,334	1.69	67,326	1.74	69,318	9
10	1.50	59,757	1.50	59,757	1.67	66,529	1.71	68,123	1.76	70,115	1.81	72,107	10
11	1.56	62,147	1.56	62,147	1.74	69,318	1.78	70,912	1.83	72,904	1.88	74,895	11
12	1.57	62,546	1.57	62,546	1.75	69,717	1.79	71,310	1.84	73,302	1.89	75,294	12
13	1.58	62,944	1.58	62,944	1.76	70,115	1.80	71,708	1.85	73,700	1.90	75,692	13
14	1.59	63,342	1.59	63,342	1.77	70,513	1.81	72,107	1.86	74,099	1.91	76,091	14
15	1.60	63,741	1.60	63,741	1.78	70,912	1.82	72,505	1.87	74,497	1.92	76,489	15
16	1.61	64,139	1.61	64,139	1.79	71,310	1.83	72,904	1.88	74,895	1.93	76,887	16
17	1.62	64,538	1.62	64,538	1.80	71,708	1.84	73,302	1.89	75,294	1.94	77,286	17
18	1.63	64,936	1.63	64,936	1.81	72,107	1.85	73,700	1.90	75,692	1.95	77,684	18
19	1.64	65,334	1.64	65,334	1.82	72,505	1.86	74,099	1.91	76,091	1.96	78,082	19
20	1.6708	66,563	1.6708	66,563	1.8508	73,733	1.8908	75,327	1.9408	77,319	1.9908	79,311	20
21	1.6808	66,961	1.6808	66,961	1.8608	74,132	1.9008	75,725	1.9508	77,717	2.0008	79,709	21
22	1.6908	67,359	1.6908	67,359	1.8708	74,530	1.9108	76,124	1.9608	78,116	2.0108	80,108	22
23	1.7008	67,758	1.7008	67,758	1.8808	74,929	1.9208	76,522	1.9708	78,514	2.0208	80,506	23
24	1.7108	68,156	1.7108	68,156	1.8908	75,327	1.9308	76,920	1.9808	78,912	2.0308	80,904	24
25	1.7278	68,831	1.7278	68,831	1.9078	76,002	1.9478	77,596	1.9978	79,587	2.0478	81,579	25
26	1.7378	69,230	1.7378	69,230	1.9178	76,400	1.9578	77,994	2.0078	79,986	2.0578	81,978	26
27	1.7478	69,628	1.7478	69,628	1.9278	76,799	1.9678	78,392	2.0178	80,384	2.0678	82,376	27
28	1.7578	70,026	1.7578	70,026	1.9378	77,197	1.9778	78,791	2.0278	80,783	2.0778	82,774	28
29	1.7678	70,425	1.7678	70,425	1.9478	77,596	1.9878	79,189	2.0378	81,181	2.0878	83,173	29
30	1.7917	71,376	1.7917	71,376	1.9717	78,547	2.0117	80,141	2.0617	82,133	2.1117	84,125	30
31	1.8117	72,173	1.8117	72,173	1.9917	79,344	2.0317	80,938	2.0817	82,929	2.1317	84,921	31

This payscale reflects a 1.0% increase on the BA base.

* 2011-12 salary scale will be increased by .01% for each dollar increase from the 2010-11 per pupil funding amount

**APPENDIX B
SCHEDULE OF EXTRA-DUTY ASSIGNMENTS**

I. ATHLETIC COACHING

Coaches will be placed on the following schedule based upon their experience in coaching in the East Grand Rapids school system. All percentages are applied to the salary for the first step of the B.A. degree for the applicable contract year.

A. Senior High School Interscholastic Athletics

1. Varsity Coaches

	1 st Year	2 nd Year	3 rd Year
Football	17%	18%	19%
Basketball	17%	18%	19%
Swimming	13%	14%	15%
Wrestling	13%	14%	15%
Hockey	13%	14%	15%
Track	12%	13%	14%
Baseball	11%	12%	13%
Softball	11%	12%	13%
Volleyball	11%	12%	13%
Gymnastics	11%	12%	13%
Soccer	11%	12%	13%
Tennis	7%	8%	9%
Golf	7%	8%	9%
Cross Country	7%	8%	9%
Cheerleading			
(fall)	5%	6%	7%
(winter)	6%	7%	8%
Bowling (hourly)	\$7.40/hr.	\$7.40/hr.	\$7.40/hr.

2. Varsity Assistant, Reserve and Freshman Coaches

Football	8%	9%	10%
Basketball	8%	9%	10%
Track	7%	8%	9%
Baseball	7%	8%	9%
Volleyball	7%	8%	9%
Softball	7%	8%	9%
Swimming	6%	7%	8%
Wrestling	6%	7%	8%
Soccer	6%	7%	8%
Hockey	6%	7%	8%
Tennis	5%	6%	7%
Golf	5%	6%	7%
Cross Country	5%	6%	7%
Cheerleading			
(fall)	1.5%	2.5%	3.5%
(winter)	2%	3%	4%

3. Reserve and Freshman Assistants

Football	6%	7%	8%
Softball	3%	4%	5%
Baseball	3%	4%	5%

II. INTRAMURAL ATHLETICS

% of 1st Step B.A.

Middle School*	3.4%
Senior High School—winter	3.9%

*For a 6-week program. To be pro-rated if less or more than 6 weeks.

III. GUIDANCE

Counselor	5.8%
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IV. PUBLICATIONS

Interlochen	7.8%
Newspaper—High School	7.8%
Pioneer Echo and Pioneer Yodel—each	4.2%

V. DRAMATICS AND FORENSICS

High School Fall Play Director	6.5%	
High School Winter Play Director	6.5%	
High School Musical Director	8.0%	
Assistant High School Musical Director	4.0%	
High School Debate	8.0%	
High School Debate Assistant	5.0%	
High School Forensics	6.0%	
Middle School Musical	6.0%	
	Head	6.0%
	Assistant	3.0%
Talent/Variety Show	all levels	2.0%
High School One-Act Play		6.5%

VI. ORGANIZATIONS

Class Advisors:	Senior Class	6.8%
	Junior Class	4.5%
	Sophomore Class	2.5%
	Freshman Class	2.5%
Safety Sponsors:	Elementary—each	5.0%
Student Council:	Elementary—each	3.5%

VII. MISCELLANEOUS

Middle School Computer Coordinator	7.0%
Elementary School Computer Coordinator—each (may be split)	7.0%
Ticket Manager for Athletics	6.0%
Director of Instrumental Music—High School (Band, Orchestra, Musical)	15.0%
High School Assistant Band Director	3.0%
High School Assistant Orchestra Director	3.0%
Middle School Band Director	6.0%
Middle School Vocal Music Director	6.0%
Middle School Orchestra Director	6.0%
Middle School Pep Club Director	2.0%
Middle School Science Olympiad	10.0%

All Assigned Supervision (Including for example, substitution for absent teachers and coaching not otherwise listed on this schedule but excluding recess duty.)	(per hour)	.065%
Authorized Pre-School Planning	(per hour)	.065%
Driver Training	(per hour)	.068%
Director of Choral Music	K-12	8.0%
Elementary Peer Mediation	K-5	4.0%
Chess Club (Elementary Only)		7.5%

VIII. CLUBS

- High School Clubs:** Cultural Exchange Club, Foreign Language Clubs, Drama Club, Computer Club, Science Club, Art Club, etc.

Base: It is assumed that a club will average one meeting per month. The base rate of remuneration, 0.5% of B.A. base (.005) has been established to provide for these meetings.

Special Activities: If a club advisor desires to engage in special activities (such as dances, field trips, fund raising and the like) he/she shall receive additional compensation according to the following rate and guidelines:

- .035% (.00035) per hour, not to exceed 35 hours per year.
- (1) Approval of special activities is to be granted by Student Council and building principal or designee.
 - If a club advisor cannot be present at the activity, his/her substitute shall receive equal compensation if approved in advance by the building principal.
 - If the activity requires the assistance of another, he/she will be compensated at the same rate as the advisor if approved in advance by the building principal.

- Other Clubs**

Quiz Bowl	2.0% of B.A. Base
National Honor Society	2.0% of B.A. Base
Key Club	2.0% of B.A. Base
Varsity Club	2.0% of B.A. Base
Literary Publications	2.0% of B.A. Base

IX. SCHEDULE OF COMPENSATION FOR DEPARTMENT HEADS

<u>Department</u>	<u>Percentage*</u>
English	5.0%
Science	5.0%
Social Studies	5.0%
Mathematics	5.0%
Foreign Language	5.0%
Library	5.0%
Humanities	4.0%
Computer Coordinator—High School	7.0%
Physical Education and Health Education	3.0%
Art	2.0%
Technology Department	2.0%
Commercial	1.0%
Music	1.0%
Special Education	4.0%

Middle School

Team Leaders	5.0%
Mathematics (6 th , 7 th & 8 th combined)	4.0%
Science (6 th , 7 th & 8 th combined)	4.0%
English (6 th , 7 th & 8 th combined)	4.0%
Social Studies (6 th , 7 th & 8 th combined)	4.0%
Physical Education	1.0%
Music	1.0%
Foreign Language	1.0%
Shop	1.0%
Art	1.0%
Home Economics	1.0%
Special Education	3.0%

Elementary

Elementary Building Tech Coordinator	7.0%
Elementary Grade Level Coordinator	1.0%
Safety Coordinator	5.0%
Student Council	3.5%
Talent Show	2.0%

A maximum of 11.5% of the BA Base can be allocated to elementary clubs within the following list. Sponsors of each of the following clubs can be paid from 1% to 4%.

- Chess Club Coach
- Peer Mediation
- Problem Solving
- Math Team Coach
- Stacking Club
- Running Club
- School Improvement Team
- Geography Bee
- Swimming
- Newscast from the Past

In the event qualified employees are offered any extra-duty assignment found in this Appendix and it is refused, the extra-duty position shall no longer be represented by the Association and such position shall be excluded from this Appendix.

*Percentages are determined by consideration of number of classes and number of students in department. All percentages are applied to the salary for the first step of the B.A. degree.

**EAST GRAND RAPIDS PUBLIC SCHOOLS
2010-2011**

August 2010								TD	SD	February 2011								TD	SD
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
1	1	2	3	4	5	6	7			27			1	2	3	4	5		
2	8	9	10	11	12	13	14			28	6	7	8	9	10	11	12		
3	15	16	17	18	19	20	21			29	13	14	15	16	17	18	19		
4	22	23	24	25	26	27	28			30	20	21	22	PD	PD	WB	26		
5	29	30	SR					1	0	31	27	28						19	17
September 2010										March 2011									
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
5					PD	PD	LV	4		31			1	2	3	4	5		
6	5	LV	CB	8	9	10	11			32	6	7	8	9	10	11	12		
7	12	13	14	15	16	17	18			33	13	14	15	16	17	18	19		
8	19	20	21	22	23	24	25			34	20	21	22	23	24	25	26		
9	26	27	28	29	30			20	18	35	27	28	29	30	31			23	23
October 2010										April 2011									
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
9						1	2			35						SV	2		
10	3	4	5	6	7	8	9			36	3	SV	SV	SV	SV	SV	9		
11	10	11	12	13	14	15	16			37	10	11	12	13	14	15	16		
12	17	18	19	20	21	22	23			38	17	18	19	20	21	22	23		
13	24	25	26	27	28	29	30			39	24	25	26	27	28	29	30	15	15
14	31							21	21										
November 2010										May 2011									
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
14		1	2	3	4	5	6			40	1	2	3	4	5	6	7		
15	7	8	9	10	PT	NT	13			41	8	9	10	11	12	13	14		
16	14	15	16	17	18	19	20			42	15	16	17	18	19	20	21		
17	21	22	23	TV	TV	TV	27			43	22	23	24	25	26	27	28		
18	28	29	30					18	17	44	29	MV	31					21	21
December 2010										June 2011									
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
18				1	2	3	4			44				1	2	3	4		
19	5	6	7	8	9	10	11			45	5	6	7	8	9	LD	11		
20	12	13	14	15	16	17	18			46	12	*13	14	15	16	17	18		
21	19	HV	HV	HV	HV	HV	25			47	19	20	21	22	23	24	25		
22	26	HV	HV	HV	HV	HV		13	13	48	26	27	28	29	30			8	8
January 2011										July 2011									
Week No.	S	M	T	W	T	F	S			Week No.	S	M	T	W	T	F	S		
22							1			48						1	2		
23	2	3	4	5	6	7	8			49	3	4	5	6	7	8	9		
24	9	10	11	12	13	14	15			50	10	11	12	13	14	15	16		
25	16	17	18	19	20	21	22			51	17	18	19	20	21	22	23		
26	23	24	25	26	TR	TR	29			52	24	25	26	27	28	29	30		
27	30	31						21	19	1	31							0	0
TOTALS																	180	172	

- CB — Classes Begin
- SD — Student Days
- HV — Holiday Vacation
- LD — Last Day for Students
- LV — Labor Day Vacation
- MV — Memorial Day Vacation
- NS — New Staff Report
- NT — No Teachers/No Students
- PD — Professional Development
- PT — Parent Teacher Conference Day – MS/HS
- SR — Staff Report (All)
- SV — Spring Vacation
- TD — Teacher Days
- TR — Teacher Record Day
- TV — Thanksgiving Vacation
- WB — Winter Break

*Teachers need to have grades/report cards completed by the end of the day on Monday, June 13. Teachers do not have to report on Monday, June 13 if grades/report cards are completed before that time.

Elementary Specials teachers and Spanish teachers must have report cards completed by noon of the school day on the second teacher record day in January, and by noon of the last student day, Friday, June 10.

EAST GRAND RAPIDS PUBLIC SCHOOLS
2915 Hall Street SE
East Grand Rapids, MI 49506

James E. Morse, Ed.D.
Superintendent

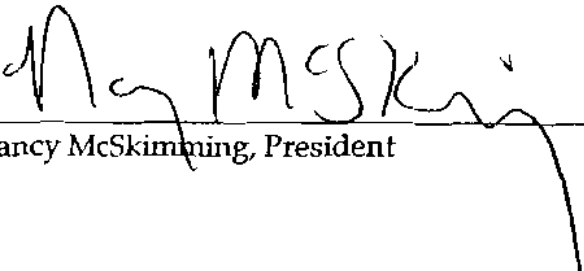
Phone: (616) 235-3535
FAX: (616) 235-6730

E-mail: jmorse@egrps.org


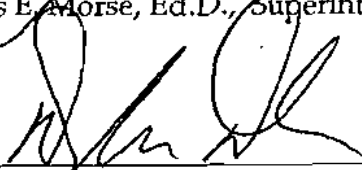
LETTER OF AGREEMENT
MIDDLE SCHOOL CLASS SIZE
BETWEEN THE
EAST GRAND RAPIDS PUBLIC SCHOOLS BOARD OF EDUCATION AND THE
EAST GRAND RAPIDS EDUCATION ASSOCIATION

This is an agreement between the East Grand Rapids Board of Education and the East Grand Rapids Education Association regarding the Middle School class size. The EGRPS Problem Solving Committee has reviewed the Middle School class size issue and has resolved the issue by agreeing to compensate all core classroom teachers (excluding Band, Orchestra, Choir and Physical Education) an overload stipend of \$1.50 per student per section per day (unless they have a paid aide) for all core teachers who have class sizes exceeding 30 students. Class sizes will be determined on the official count days in September and February. Physical education teachers are to be reimbursed \$1.50 per student per section per day for the eleven (11) days of in-class Health Education.

EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION


James E. Morse, Ed.D., Superintendent

Douglas Berks, Asst. Supt. for Business

EAST GRAND RAPIDS PUBLIC SCHOOLS
2915 Hall Street SE
East Grand Rapids, MI 49506

Sara M. Shubel, Ph.D.
Superintendent

Phone (616) 235.3535
FAX (616) 235.6730

LETTER OF AGREEMENT FOR SICK BANK LEAVE

Between the East Grand Rapids Public Schools Board of Education and the East Grand Rapids Education Association

Employees belonging to the EGREA bargaining unit who have a minimum of 40 accumulated days may make a voluntary donation of one (1) day per year per employee into a "Sick Leave Bank". The "pooled sick leave days may be contributed to another employee (including pregnancy or adoption situations) who has exhausted his/her accumulated sick leave days. An employee may receive only as many sick days as they had accumulated at the onset of the illness. The sick bank committee may review extreme circumstances not addressed in this section on a case-by-case basis. Sick days given shall not exceed the number required to get an individual to qualify for long term disability where applicable. For purposes of this section only, all "days" shall be equal regardless of hours worked or rate of compensation.

SICK BANK COMMITTEE

A committee shall administer pooled sick leave days. Proportional representation shall be established from participating groups. All decisions shall require a majority.

WAITING PERIOD

This committee shall impose a waiting period of five (5) days, before release of pooled days, and shall have the exclusive power to impose a waiting period not to exceed fifteen (15) school days before release of pooled days if deemed necessary. A waiver to the waiting period requirement may be granted, under extreme circumstances.

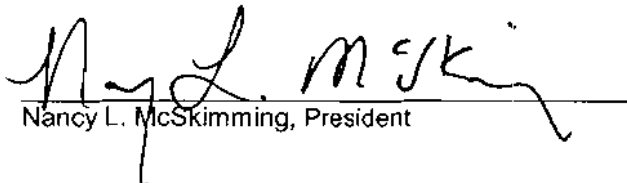
EXCLUSIVE POWER

This committee shall have the exclusive power to authorize days in addition to the days referred to in "Pooling of Sick Days" above. Decisions of this committee shall not be grievable.

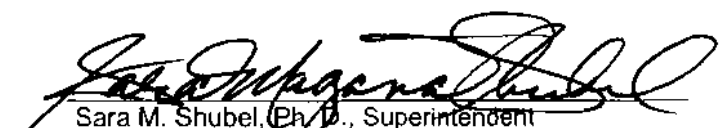
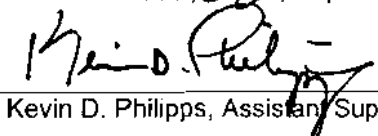
GUIDELINES FOR USE OF SICK BANK DAYS

1. Extended serious illness/condition, which may require a physician's verification.
2. Sick bank days are for a specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
3. Original requests to use "Sick Bank" days must originate through the appropriate Association President of his/her designee.
4. Sick Bank days are not intended to be used for short term, intermittent illness.
5. A teacher must exhaust all his/her personal sick leave accumulation. The Bank Committee may grant additional sick leave to a teacher dependent upon demonstrated need.
6. Days shall not be granted retroactively.
7. The committee shall grant no days where the applicant is receiving Worker's Compensation.
8. If the sick leave bank drops to ninety (90) days or less, the employees may resume annual voluntary donations of one (1) day per employee until the sick leave bank is restored to the maximum of 150 days.
9. You must give to the sick bank in order to qualify for use of the Sick Bank Days.

EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy L. McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION


Sara M. Shubel, Ph.D., Superintendent

Kevin D. Philipps, Assistant Superintendent Business

LETTER OF AGREEMENT
Between
East Grand Rapids Public Schools
And the
East Grand Rapids Public Schools Education Association
And the
East Grand Rapids Public Schools Educational Support Personnel Association

Re: West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Base Plan Document and KISD Section 403(b) Adoption Agreement.

NOW COMES the East Grand Rapids Public Schools ("District") and the East Grand Rapids Public Schools Education Association and the East Grand Rapids Public Schools Educational Support Personnel Association ("Associations"), and said parties do hereby agree to the following:

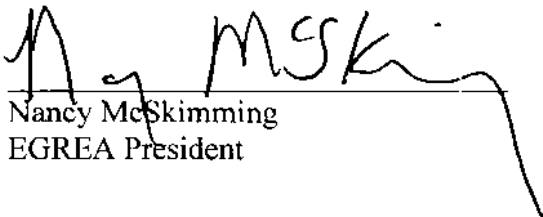
1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. The Plan Document shall allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Timely and regular notice of administration rule(s) changes, modifications, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration shall be communicated to the participants and the Associations. Any changes to the adoption agreement shall require a 60-day advance notice to the Association.
5. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as administratively feasible and in no event later than the time limits imposed under the Plan Document and the Internal Revenue Code.
6. The Wildcard vendors as mutually agreed to by the District and the Associations shall be; GLP & Associates, and AXA Equitable. All vendors listed must sign an Information

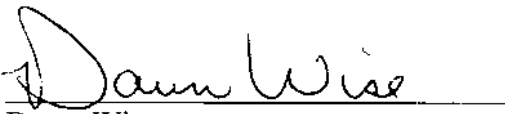
Sharing/Service Agreement with the MRIC by January 1, 2009 or they will be dropped from the list. The Parties agree that there shall be no change to these named vendors without the mutual consent of the association.

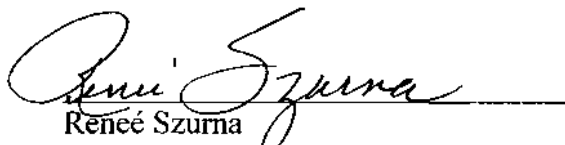
7. It is understood that currently there are no fees assessed directly to the bargaining unit members for services provided by the Third Party Administrator. Should the Third Party Administrator begin charging fees to the bargaining unit members, the Association and the District agree to meet and negotiate regarding those fees.

8. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b) program.

For the Association:



Nancy McSkimming
EGREA President


Dawn Wise
EGRASE President

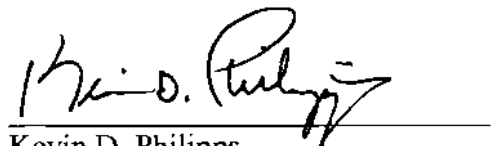

Renee Szurna
KCEA UniServ Director

12-17-08
Date

For the Board:


Brian R. Ellis
Board President


Sara M. Shubel
Superintendent


Kevin D. Philipps
Assistant Superintendent for Business

12-18-08
Date

EAST GRAND RAPIDS PUBLIC SCHOOLS
2915 Hall Street SE
East Grand Rapids, MI 49506

Sara Magaña Shubel, Ph.D.
Superintendent

Phone: (616) 235-3535
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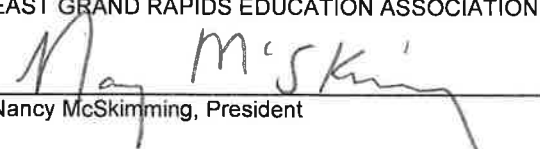
LETTER OF AGREEMENT
for
SALARY PAYMENTS
(Article 19, D)

Between the East Grand Rapids Public Schools Board of Education
and the East Grand Rapids Education Association

This is an agreement between the East Grand Rapids Board of Education and the East Grand Rapids Education Association regarding Salary Payments. The EGRPS Problem Solving Committee has reviewed the Salary Payment language and has agreed to the following:

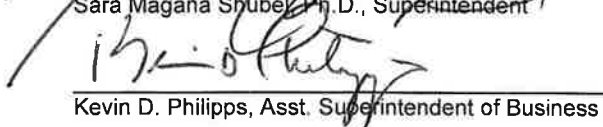
Salary payments will be made on alternate Fridays, with the first payment for each school year occurring on the first alternate Friday after the beginning of the teacher's work year (based on 26 pays per year). Tax deductions will be withheld from all payments. Authorized deductions will be withheld from all payments with the exception of the third pay period in any month.

EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION


Sara Magaña Shubel, Ph.D., Superintendent


Kevin D. Philipps, Asst. Superintendent of Business

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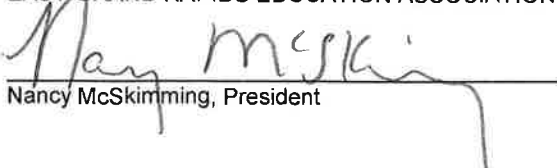
LETTER OF AGREEMENT
for
EXTRA-DUTY ASSIGNMENTS – APPENDIX B

Between the East Grand Rapids Public Schools Board of Education
and the East Grand Rapids Education Association

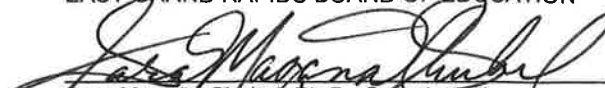
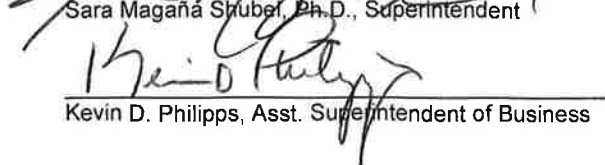
This is an agreement between the East Grand Rapids Board of Education and the East Grand Rapids Education Association regarding Extra-Duty Assignments – Appendix B.

1. Appendix B, VIII, 2: The EGRPS Problem Solving Committee has reviewed the request for an increase in the percentage paid the National Honor Society Schedule B position and has agreed to the following: The salary for the position of coordinator for the National Honor Society shall be increased to 4% of Step 1 of B.A. Base for the 2010-2011 school year and for future years. It is also agreed upon that the Multicultural Youth position would decrease to 1.5% and removed from the list after one year.
2. Appendix B, IX: The EGRPS Problem Solving Committee has reviewed the request for a 5th Grade Leadership Coordinator Schedule B position at Breton Downs Elementary School and has agreed to the following: A 5th Grade Leadership Coordinator position shall be added to the Teacher Agreement at a pay rate of 1.3% of Step 1 of B.A. Base for the 2010-2011 school year in place of the Swimming Club, Stacking Club, and Future Problem Solving Club.

EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION


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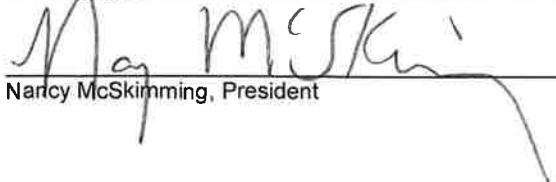
LETTER OF AGREEMENT
for
ASSIGNED SUPERVISION
(Appendix B, VII)

Between the East Grand Rapids Public Schools Board of Education
and the East Grand Rapids Education Association


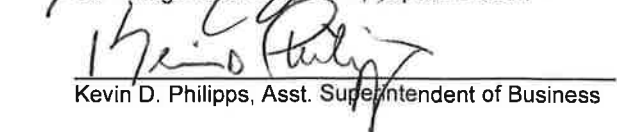
This is an agreement between the East Grand Rapids Board of Education and the East Grand Rapids Education Association regarding Schedule B Assigned Supervision. The EGRPS Problem Solving Committee has reviewed the Assigned Supervision language and has agreed to the following:

Part time teachers, who are asked to substitute for absent teachers for additional class periods beyond their contractual time, on a day they are already teaching, will be paid the Professional Rate of .065% per hour.

EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy McSkimming, President

EAST GRAND RAPIDS BOARD OF EDUCATION


Sara Magaña Shubel, Ph.D., Superintendent

Kevin D. Philipps, Asst. Superintendent of Business

LETTER OF AGREEMENT

between the

EAST GRAND RAPIDS EDUCATION ASSOCIATION MEA/NEA

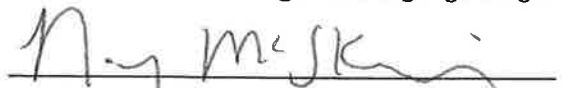
and the

EAST GRAND RAPIDS PUBLIC SCHOOLS

RE: Teacher Evaluation and Pay for Performance

The East Grand Rapids Education Association KCEA/MEA/NEA, hereinafter referred to as "the Association", and the East Grand Rapids Public Schools, hereinafter referred to as "the District", hereby agree to the following regarding the above:

1. In December 2009, the Michigan State Legislature passed "reform" measures for public education in Michigan.
2. Included in those "reform measures" were mandates for 1) annual teacher evaluation based on rigorous, transparent, and fair standards, using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of "pay for performance" in teacher contracts.
3. Neither area could be completed within the timeframe of the most recent Association/District contract negotiations.
4. Therefore, the District and the Association, hereby agree to form a committee to negotiate models and language around both the teacher evaluation model and its implementation, and pay for performance.
5. The committee will be comprised of three (3) members from the Association, appointed by the Association, and three (3) members of the District, appointed by the District. Said members shall be appointed by September, 2010.
6. The Committee shall begin meeting regarding the above at the start of the 2010-11 school year.



For the East Grand Rapids Education Association
KCEA/MEA/NEA



For the East Grand Rapids Public Schools

Dated: 1-4-11

Dated: 1-4-11

**EAST GRAND RAPIDS PUBLIC SCHOOLS
2915 Hall Street SE
East Grand Rapids, MI 49506**

Sara Magaña Shubel, Ph.D.
Superintendent

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**LETTER OF AGREEMENT
for
SENIORITY
(Article 23, E)**

Between the East Grand Rapids Public Schools Board of Education
and the East Grand Rapids Education Association

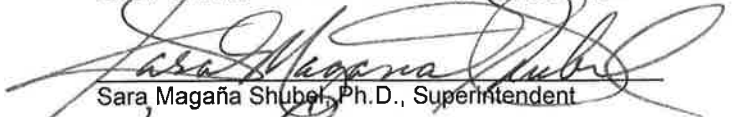
This is an agreement between the East Grand Rapids Board of Education and the East Grand Rapids Education Association regarding Seniority. During the negotiation of the 2010-2012 contract, the parties modified the provisions on Seniority in Article 23,E. The parties acknowledge that the change clarifying that seniority does not accrue during unpaid leaves of absence of one semester or more is consistent with the parties' existing past practice for a significant number of years.

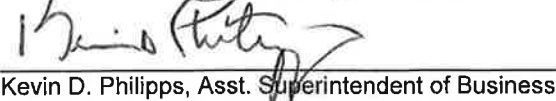
EAST GRAND RAPIDS EDUCATION ASSOCIATION


Nancy McSkimming, President


Renee Szurna, Chief Negotiator
KCEA Uniserv Director

EAST GRAND RAPIDS BOARD OF EDUCATION


Sara Magaña Shubel, Ph.D., Superintendent


Kevin D. Philipps, Asst. Superintendent of Business