

8/31/97

CONTRACTUAL AGREEMENT

Between

THE GRANDVILLE PUBLIC SCHOOLS

AND

THE KENT COUNTY EDUCATION ASSOCIATION/MEA/NEA

1994-95 1995-96 1996-97

Grandville Public Schools

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GRANDVILLE PUBLIC SCHOOLS

AND

THE KENT COUNTY EDUCATION ASSOCIATION

1985-86 2008-09

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AGREEMENT

This agreement entered into this 1st day of September 1994, by and between the Board of Education of the Grandville Public Schools, hereinafter called the "Board", and the Kent County Education Association, affiliated with the MEA and NEA, hereinafter called the "Association".

WITNESSETH:

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

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

ARTICLE I

Recognition

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

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

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

ARTICLE II

Agency Shop

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

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

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

2.4 All amounts paid as representation fees by teachers who elect not to join the Association shall be held by the Association in a Scholarship Fund. The amounts in such Fund shall be used each year to provide a scholarship to one or more members of the graduating class of the Grandville Schools, the recipient or recipients of such scholarship to be determined each year by the Association.

ARTICLE III

Teacher Rights and Responsibilities

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

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

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

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

The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status.

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

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

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

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

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

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

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

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

3.12 Under 1988 PA 232 (MCLA 380-1249), a teacher's assigned grade can only be modified if all the following are met:

1. The teacher is informed of the specific reasons and concurs in the grade change.

or

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

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

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

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

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

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

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

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

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

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

The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

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

ARTICLE IV

Professional Compensation

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

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

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

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

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

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

4.7 Teachers who teach six (6) class periods in the high school or seven (7) class periods in the junior high school instead of the normal five (5) or six (6) class periods, hourly rate shall be computed by the formula $1/5$ or $1/6$ times the annual salary, divided by the number of scheduled student contact days. This payment shall be made for each day the class is assigned to the teacher.

4.8 All teachers who volunteer and/or are called upon to volunteer to work during:

- a. their conference period
- b. prep time
- c. before the regular school day
- d. after the regular school day
- e. during vacation time (summer, Christmas, spring, etc.)

on the school improvement/site based decision making: teacher in-service programs shall be paid 80% of the rate stated in "Schedule C" (teaching as a substitute during conference hour) with a maximum of twenty (20) hours per school year.

ARTICLE V

Teaching Hours

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

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

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

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

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

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

5.3.3 Beginning with the 1987-88 school year, elementary teachers will be in their classroom twenty (20) minutes before the beginning of school. Secondary teachers will be in their classrooms fifteen (15) minutes prior to the beginning of school. This arrangement is designed to equalize student contact time at the various levels resulting from the relief from lunchroom supervision duties of the elementary teachers.

5.3.4 Effective with the 1993-1994 school year, four additional minutes of student contact time will be added to the daily teaching schedule in exchange for four additional half day in-services.

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

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

5.4.1 The first two such "Act of God" days will not be made up and the teachers will not be required to report and shall suffer no loss of salary. The third and each subsequent such "Act of God" day will be made up by adding days to the end of school year.

ARTICLE VI

Teaching Loads and Assignments

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

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

1. For those who teach a majority of academic subjects:
 - a. Twenty-five (25) teaching periods
 - b. Five (5) supervision or study periods
 - c. Five (5) conference periods
2. For those who teach a majority of non-academic subjects, such as shop, home economics, art, music, and other block classes:
 - a. Thirty (30) teaching periods
 - b. Five (5) conference periods
3. In the event a deviation from the above standards is necessary, the building principal and the teacher involved will meet together in order to reach a mutually acceptable solution.

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

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

ARTICLE VII

Teaching Conditions

7.1 The parties recognize that, subject to the financial and other limitations of the District, the availability of optimum school facilities for both student and teacher is desirable to obtain the high quality of education which is the goal of both teachers and the Board. While it is necessary to assign certain other duties to some teacher, the Board subscribes to the principle that the professional skill and ability of a teacher is best utilized by organizing the school day so that he is primarily directed to teaching students.

7.2 The Board will attempt to maintain the following enrollments, insofar as practical, after the first five (5) student days of the school year in grades K-8 and after the first five (5) of each semester in grades 9-12. Activity classes in grades K-8 such as music and physical education are exempt from these limitations or follow high school limits where appropriate.

7.2.1 Grade/Class

Maximum Class Size

		<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
7.2.1	K-3		26	
7.2.2	4-6		28	
7.2.3	K-3 split		21	
	4-6 split		24	
7.2.4	7-8	145/5-period day or 30/class period or 29 x number of periods for those teaching fewer than 5 periods.		
7.2.5	9-12	145/5-period day or 30/class period or 29 x number of periods for those teaching fewer than 5 periods.		
	Social Studies, Literature, General Science, Business Courses, Math, General Home Economics, Foreign Language, Art, Biology, Chemistry, Physics, Drafting, Swimming			
	Writing/Speech, Industrial Arts-Shop Courses, Home Economics, Cooking/Sewing	125/5-period day or 26/class period or 25 x number of periods for those teaching fewer than 5 periods.		
	Computer Application	135/5-period day or 28/class period or 27 x the number of periods for those teaching less than 5 periods		
	Typing	185/5-period day or 38/class period or 37 x number of periods for those teaching fewer than 5 periods.		

Physical Education 205/5-period day or 42 per class period or 41 x number of periods for those teaching fewer than 5 periods.

Remedial Reading, Remedial and/or Basic Math. or Chapter I A maximum of 17 students per class.

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

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

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

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

7.2.8 In the event the Board finds it necessary for the number of students in any class to exceed the above figures for more than five (5) consecutive school days, the teacher involved shall be paid \$4.25 per day for each student over such figures in grade K-6; \$1.00 per class period for each student over such figures in grades 7-12. Such amounts shall be paid at the end of each semester.

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

greater than 2 hours 40 minutes = day rate (\$4.25)

less than or equal to 2 hours
and 40 minutes = hourly rate (\$1.00)

7.3 The Board and the Association agree that, effective with the 1974-75 school year, elementary classroom teachers will be relieved of recess duty and, as a result, an additional five minutes of teaching time per day will be added to the beginning of the presently existing 1973-74 school year daily elementary teaching time schedule.

Time available to an elementary classroom teacher, when all of his/her students are under the supervision of a recess aide, will be devoted to such matters as preparing lesson plans, materials and projects, grading papers, meeting and/or conferences with administrators, special teachers, or parents, and other work relating to his/her teaching functions. It is agreed such matters will be performed in a conscientious, professional manner.

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

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

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

ARTICLE VIII

Vacancies and Promotions

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

Whenever a vacancy in the bargaining unit arises or is anticipated between the last day of one school year and the first day of the next school year, the Superintendent or his designee shall give notice to the Association President before the position is filled.

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

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

8.2 Transfers will be voluntary when possible, however, the Board may transfer teachers to prevent undue disruption of the instructional program or when it deems it to be in the best interest of the school district. The Superintendent or the building principal shall notify the affected teacher of the reasons for the transfer, and also the Association if the affected teacher requests.

ARTICLE IX

Reduction of Staff

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

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

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

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

9.3.2 "Qualified" shall mean:

- a. Elementary School - All classroom teachers in grades kindergarten through 6 must be certified for their assignment as described in the preceding subparagraph.
- b. Grades 7 and 8 - Teachers in these grades must have earned at least eight (8) semester hours of credit in the following areas to be qualified for assignment in that area: mathematics, science, health, industrial arts, home economics, American history, geography, and reading. To

be qualified to teach language arts, a teacher must have earned at least eight (8) credit hours including a minimum of one (1) course in reading, one (1) course in literature, one (1) course in writing, and one (1) course in speech.

- c. Grades 9-12 - Teachers in these grades must meet current North Central High School requirements. In addition to North Central requirements, (1) to be qualified in Data Processing, a teacher must have earned eight (8) semester hours, or its equivalent as determined by the Superintendent or his designee and (2) to be qualified in English Composition (writing classes), a teacher must have earned eight (8) semester hours in composition course work.
- d. Vocal and Instrumental Music (K-12) - A teacher must have earned twenty (20) semester hours in vocal music to be eligible to be assigned to teach vocal music or twenty (20) semester hours in instrumental music to be eligible to be assigned to teach instrumental music.
- e. Art and Physical Education (K-8) - A teacher must have earned twenty (20) semester hours in the subject area to be eligible for assignment to teach art or physical education.
- f. Science and Reading (K-6) - Elementary science teachers must have an elementary certificate and twenty (20) semester hours in science. An elementary reading teacher must have a Master's Degree with a major in reading.

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

- g. For the 1984-85 school year, any teacher who has three-fourths of the hourly requirements for qualification contained in subparagraph b., c., d., and e. above, shall be eligible for assignment in the particular subject area. However, the teacher must meet the full qualification requirement for that subject area before July 1 following the time he/she began teaching such assignment. A teacher shall be entitled to only one such assignment to subject area for which they are not fully qualified.
- h. Special Education (K-12) - A teacher must possess the appropriate endorsement from the Michigan Department of Education to be eligible for any particular Special Education assignment.

- i. **Counselor and Librarian (K-12) - A teacher must meet applicable current North Central High School requirements to be eligible for assignment as counselor or librarian.**
- j. **Psychologist and Social Worker - Persons must hold a Master's in their field and be approved to work in the public schools by the Michigan Department of Education to be eligible for assignment as psychologist or social worker.**
- k. **School Nurse - A person must be a Registered Nurse and be approved by the Michigan Department of Education to work as a school nurse.**
 - l. **Experience - All teachers , regardless of grade level or subject area assignment, shall have had actual experience in the elementary school or in the grades 7-12 subject area assigned within the preceding five (5) years or have earned at least three (3) semester hours in the grade level or subject area assigned within the preceding five (5) years. If a teacher meets all of the requirements of qualification except this experience requirement, the teacher will be assigned to the position for one (1) year but must earn three (3) semester hours of graduate credit in the assigned grade level or subject area before the July 1 following the time he/she began teaching such assignments.**

9.4 Seniority List

- a. **Not later than March 1 of each school year, the Administration shall prepare a seniority list of all tenure teachers in the District. Seniority shall be determined by the length of unbroken service within the bargaining unit and shall be computed from the teacher's most recent beginning of employment. The seniority list shall be in rank order of the teacher's first date of work as set forth in the preceding section.**
- b. **In the event one of several teachers with equal seniority will be affected by a layoff or a recall, a drawing will be held at that time to determine the relative placement of those teachers on the seniority list. Notification of said drawing will be given to the Association and the affected teachers, and the drawing will occur at a convenient place, date, and time.**
- c. **Teachers obtaining new certification or qualifications after March 1 of any year, shall not receive seniority credits for such additional certification or qualification until the following March 1. At that time, the teacher shall receive full seniority rights in all areas of his/her**

certification and qualifications, provided that such additional qualification/certification is reported to the Personnel Director.

- d. The seniority list will be provided to the Association and be posted in all buildings by March 15 of each school year.
- e. Seniority shall continue to accumulate for bargaining unit members during sabbatical, military, and sick leave as well as periods of layoff. During all other authorized leaves of absence, seniority shall be frozen as of the date the leave commences and shall not begin to accumulate again until the employee has returned to active service.
- f. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained for a period of three (3) years or the total years of service within the bargaining unit whichever is smaller for a bargaining unit member who is employed in a supervisory/administrative, non-bargaining unit position, but no additional seniority will accumulate during any period when a former bargaining unit member is employed outside the bargaining unit.

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

9.5 Layoff Procedure

- a. The particular positions to be filled shall be determined by the Board. Assignments to such positions shall be in accordance with the teacher's seniority, qualifications, and certification. In determining particular positions to be filled, the Board will make all reasonable effort to arrange class assignments within a position so as to maximize the retention of teachers with the greatest seniority.

- b. The Board shall notify the Association prior to the issuance of any layoff notice.
- c. The Board shall provide notice of layoff to affected personnel at least sixty (60) days prior to the effective date of the layoff.

9.6 Teacher Rights During Layoff

- a. Laid-off teachers shall receive the fringe benefits provided by this Agreement for that portion of a contract year which is proportionate to the number of days worked during the school year (number of days worked divided by 185).
- b. All teachers on lay-off may continue their insurance coverages by paying the normal monthly premium, in advance, for a period up to eighteen (18) months from the date that Board-paid benefits cease, contingent upon approval of the insurance carriers.
- c. Tenured teachers on layoff shall automatically remain on the seniority list for a period of time equal to the number of years they have been employed as a teacher in the District. After that period, teachers may retain their position on the seniority list by sending a certified letter to the Board requesting reemployment on or before July 15 of each year requesting maintenance of recall rights. Failure to make timely such a request shall constitute a voluntary resignation.

9.7 Recall

- a. Tenure teachers on layoff shall be recalled in accordance with their seniority to the first vacant position for which they are certified and qualified.
- b. Written notice of recall shall be sent to the individual teacher and the Association.
- c. Except as provided in 9.7 e. and 9.8 e., refusal to accept recall to a full-time position shall constitute a voluntary resignation.
- d. A teacher has thirty (30) days in which to respond to a written recall to a full-time position for the following school year which is given before July 15. A teacher shall have fourteen (14) days to respond to all other recalls to a teaching position. Failure to respond to a recall within the time limits indicated shall constitute a voluntary resignation.

- e. Teachers who refuse recall because they have commenced active full-time teaching under contract to another school system at the time notice of recall is given will not lose recall rights or seniority. If the position to which the teacher has refused recall exists during the succeeding school year, the teacher shall have the right to recall to that position, provided that he/she is the most senior eligible for such recall.
- f. Teachers on layoff shall be responsible for notifying the employer of any change in their address during the period of layoff.

9.8 Recall - Part-Time Positions

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

teacher has refused recall exists during the succeeding school year, the teacher shall have the right to recall to that position, provided that he/she is the most senior teacher eligible for the position.

9.9 Vacancies - Posting

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

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

ARTICLE X

Leave Pay

- 10.1.1.a.** At the beginning of each school year, each bargaining unit member shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year-to-year with a 100 day limit. The leave days may be used by a bargaining unit member for the following reasons:
1. Personal illness or disability
 2. Illness of the bargaining unit member's children or stepchildren. (Maximum of four (4) days per year.)
- 10.1.1.b.** Any of the ten (10) annual sick leave days, which are not used, may be carried over to the next year and accumulated to a total not to exceed one hundred (100) days.
- 10.1.1.c.** The Board shall provide, without cost, to each eligible bargaining unit member, MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 70% of the employee's salary to a maximum of \$5,500 per month and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave or 2) expiration of

sixty (60) calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive and for the same condition.)

10.1.1.d. For each teacher who has accrued leave prior to September 1, 1982, this leave shall be added to their new accrued sick leave.

10.1.1.e. Absence from duty, not accumulative and not chargeable to the above ten (10) sick leave days shall be granted for the following reasons without deduction from salary:

Each Death in Immediate Family 5 days

Serious Illness or Injury in Immediate Family 2 days/year
(See 10.1.2. for special circumstances)

Each Funeral (depending on distance) 1/2 or 1 Day
(Maximum of 2 days/year)

1. Immediate Family is defined as spouse, parents, grandparents, father-in-law, mother-in-law, child, stepchild, sister, brother, grandchild, or significant others approved by the Superintendent or his designated representative.

2. Serious Illness or Injury in Immediate Family is defined as dangerous and would pre-suppose a doctor's attendance.

10.1.1.f. Each teacher's personal accumulated leave days escrow balance remaining at the end of the 1973-74 school year, shall be added to the new accrued sick leave.

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

school year a total bank equal to the required two (2) days per bargaining unit member ratio.

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

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

1. The employee must have a doctor's statement stating the employee was unable to work when the absence was for two (2) or more consecutive days.
2. The committee may require a doctor's statement stating the employee was unable to work for an absence of one day.
3. There are days remaining in the bank during any fiscal school year.
4. The committee has approved the application.
5. The employee may withdraw from the bank 70% of a day for 70% of their daily salary for each day of absence.

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

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

Contracted Annual Teaching Salary = Daily Rate
Teacher Duty Contract Days

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

10.1.5 Personal Leave

- a. At the beginning of each school year, each bargaining unit member shall be credited with one (1) day to be used for personal business without loss of salary. A Personal Leave Day (PLD) may be used for any purpose at the discretion of the bargaining unit member except that such days shall not be used for the purpose of extending a holiday or vacation period, to render employment to others, to engage in union or Association activities, or to engage in activities in the Grand Rapids metropolitan area which may have a negative impact on the school district.

A bargaining unit member planning to use a Personal Leave Day shall notify his/her principal at least five (5) days in advance, except in cases of emergency, by completing the Notification/Request for Leave Form. The use of Personal Leave days may be restricted by a lack of availability of substitutes. Back-to-back Personal Days cannot be used by any individual unless approved in advance by the Business Manager at his/her discretion.

- b. Each teacher will be allowed a maximum of one (1) day absence each school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day, during weekends, or during vacation periods. A request for such Business Leave Day will be submitted to the principal by completing the Notification/Request for Leave Form at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the request shall be submitted to the principal as soon as possible.

1. As an example, such leave may be used, if necessary, when a teacher moves, when a member of his/her family is ill, in connection with an unusual event involving his/her child when the teacher's presence is called for, for participation in required functions of a public office or for observing a religious holiday. Such leave shall not be used for purposes such as seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for any Association business or activities, for political campaigning, for hunting, for fishing, golf, and/or other recreational, personal pleasure, or personal convenience purposes. It is further

understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holidays (exception: graduation exercises for the teacher, honors convocation honoring the teacher and/or military departure of a child).

The complete Administrative Guidelines for Approval or Disapproval of Business Leave Requests can be found in Addendum II of the Grandville Public Schools Policy Handbook.

2. An explanation of the reasons for the Business Leave Day request shall be given to the building principal, the Superintendent, or his designee. A Notification/Request Leave Form shall be completed by the teacher and submitted to the building principal.
- c. The Personal Leave Day (PLD) may be carried over to the next school year for use by the teacher as long as it is used by December 1. A PLD that has been carried over and is not used by December 1 will be terminated.

The Business Leave defined in 10.1.5.b. will not be accumulative. Neither day will be deducted from leave from duty days.
 - d. Such leave shall not be used for any of the allowable leave from duty purposes or reasons cited in 10.1.1, or for any educational workshops or conferences, classroom or school visitations, or other such school district related business allowable at the discretion and judgment of the School District.
 - e. In the event there is disagreement between the Association and the Board of Education as to the proper interpretation of a personal business day, the matter will be handled by the grievance process as herein defined except that an impartial third person may be selected from the local or surrounding area by the parties to serve as an arbitrator. Every attempt will be made to effect a prompt, inexpensive, and fair hearing. The power of the local arbitrator will be the same as that expressed in Section 17.8. However, if the parties cannot agree on a local third person, the provisions of 17.8 will then become operative.

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

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

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

10.1.7 **Jury Duty**

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

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

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

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

ARTICLE XI

Leaves of Absence

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

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

If such absence is for a period of time of one (1) semester or more during a given school year, it is understood that upon written notice by July 1 of that year such tenure teacher will be returned to a teaching position at the beginning of the ensuing

school year in accordance with Section 11.6. If such an absence extends into the next school year, it is understood that upon written notice of thirty (30) days or more, such tenure teacher will be returned to a teaching position no later than the beginning of the second semester in accordance with Section 11.6. The Board may require a doctor's certificate and/or other evidence of illness or injury to substantiate the request for leave and/or fitness to return from such leave. Credit for a full step advance shall be given only if the absence is for less than fifty (50) school days or the teacher's accumulated leave, or if it is the result of a compensable injury. Expenses involved in obtaining evidence will be the responsibility of the employee.

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

11.1.1 Family and Medical Leave Act

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

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

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

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

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

11.3 Maternity Leave - Child Care Leave

11.3.1 Notice of Pregnancy and Election of Type of Leave

- a.** A pregnant teacher shall notify her building principal of the fact of her pregnancy, accompanied by a physicians statement indicating the expected delivery date, as soon as reasonably possible following the third month of pregnancy.
- b.** Thereafter, at least sixty (60) days before the expected delivery day, she shall elect either (1) whether she will use paid sick leave under Sections 10.1.4 and 11.3.2 for the period during which she is unable to work because she is physically disabled because of pregnancy, child birth, and necessary recovery therefrom and resume her duties at the end of such period, or (2) if she has tenure and three (3) or more years of service in this system, whether she desires paid sick leave in option (1) above and unpaid child care leave under Section 11.3.3.

11.3.2 Paid Sick Leave

- a.** If the teacher elects to use paid sick leave, her expected departure and return dates shall be tentatively established in advance by agreement between the teacher and her principal. Such dates may, however, be adjusted later to the extent necessary to accommodate unanticipated changes in her ability to perform adequately her duties and responsibilities, the object thereof always being to define the period of such teacher's actual disability without regard for any aspect of caring for or feeding the child. The Board may require a doctor's certificate and/or other satisfactory evidence of her fitness to continue and/or return to work.
- b.** Within two (2) weeks after delivery (or as soon as reasonably possible and/or practical), the teacher shall provide the building principal and the administrator in charge of personnel with a statement from her physician specifying the date when, so far as the health of the teacher herself is concerned and without regard to any aspect of care and feeding of the child, the teacher is able to resume full employment in her position without danger to the teacher's health and without impairment of the teacher's ability to perform her duties.

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

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

- d. It is agreed that the failure of any teacher to comply with any of the foregoing requirements (unless due to circumstances beyond her control) shall be just cause for termination of her services. Additionally, if the teacher does not return to work when physically able to do so, she will be deemed to have terminated her employment. Otherwise, if the total absence is for less than fifty (50) school days or their total accumulated sick leave days, whichever is greater, credit will be given for a full step advance and hospitalization and life insurance benefits will be continued.
- e. If the total absence is for more than fifty (50) school days or their total accumulated sick leave days, whichever is greater, hospitalization and life insurance benefits will be discontinued and employment rights for probationary teachers will be terminated.
- f. If such absence is for a period of less than six (6) weeks, she shall be returned to her former position. If such absence is for a period of time which is more than six (6) weeks but less than one (1) semester and does not extend into the next school year, the Board shall return such teacher to the same position or an equivalent or comparable position, or any other position mutually agreed to by the teacher and the Administration.
- g. If such absence is for a period of time of one (1) semester or more during a given school year, it is understood that upon written notice by July 1 of that year such tenure teacher will be returned to a teaching position at the beginning of the ensuing school year in accordance with Section 11.6. If such an absence extends into the next school year, it is understood

that upon written notice of thirty (30) days or more, such tenure teacher will be returned to a teaching position no later than the beginning of the second semester in accordance with Section 11.6.

11.3.3 Child Care Leave (See also Section 11.1.1)

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

11.3.4 In the event of miscarriage prior to the start of a Child Care Leave, the sick leave provisions of this Agreement shall apply, providing notification of such condition has been given to the employee's building principal and the Personnel Office. Prior to her return, the teacher will file with the board a physician's statement of fitness to return.

11.3.5 Adoptive leave will be granted in accordance with the requirements regarding Child Care Leave under Section 11.3.3 above, where

applicable. It shall be the duty and responsibility of the employee to give at least one (1) month notice prior to such leave.

11.3.6 A teacher on Child Care Leave under Section 11.3.3 above will continue her health insurance policy for a period of one (1) year provided the teacher reimburses the School District for the entire monthly cost of such policy in advance, and provided this is allowed by the insurance carrier. In the event the insurance carrier will not allow the teacher to continue in the group plan for the entire year, the teacher will be allowed as long a period as possible as authorized by the insurance carrier.

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

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

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

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

11.7 The Board shall have the prerogative to extend leaves or to grant leaves for reasons not covered in the Master Agreement upon request of the teacher when such leaves would be in the interest of the school system.

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

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

11.10 When the Board has issued notices of layoff to become effective in any given school year, the Board shall grant all tenured teacher requests for voluntary leaves of absence for that year provided that such requests are received at least thirty (30) days prior to the commencement of the school year in which the leave is to begin and that such leave will result in the employment of a teacher on layoff or in receipt of a notice of layoff. Return from such voluntary leaves shall be according to the provision of Section 11.6 of this Article.

ARTICLE XII

Sabbatical Leaves

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

12.2 Qualifications

1. The applicant has been employed in the Grandville School District for at least seven (7) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay, granted by the Board for professional improvement, restoration of health, or maternity leave, shall not be deemed a break in continuity of service required by this section.
2. The applicant has not been granted a sabbatical leave of absence from the Grandville School District during the seven (7) consecutive years of service immediately preceding current application.
3. The applicant signs an agreement on terms satisfactory to the Board and the Association guaranteeing to return to service with the Grandville School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years or to refund any compensation received from the Grandville

School District while on sabbatical leave except as the Board shall, by special action waive such obligation.

12.3 Application

- 1. Applications shall be filed with the Superintendent by February 15 for leave beginning the following September.**
- 2. An applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details for study resulting in university credit in an approved college, university, or technical school related to teacher's present teaching field and, also, why such leave would be of benefit and advantage to the school district. The Board shall have the prerogative to grant a sabbatical leave of absence for reasons not covered above, upon the request of a teacher, when such leave would be in the best interest of the school district.**
- 3. A sabbatical leave shall be granted for a period of one (1) school year.**

12.4 Salary Protection

- 1. A teacher on sabbatical leave will be paid one-half of the BA base salary, and the Board will pay one-half the cost of his/her fringe benefits.**
- 2. A teacher granted such leave shall advance on the salary schedule the same number of steps he would have advanced had he been on the staff in the District.**

12.5 Status While on Sabbatical Leave

- 1. A teacher shall be entitled to participate in the existing insurance program which is provided by the Board. However, it shall be the employee's responsibility to make sure that he/she reimburses the school district each month, in advance, for one-half of the monthly cost of such policy.**
- 2. A teacher shall be responsible for notifying the payroll department of the District as to the place to which his checks should be addressed during his period of sabbatical leave.**

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

12.6 Status Upon Return From Sabbatical Leave

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

ARTICLE XIII

Insurance Protection

13.1 Effective January 1, 1994, the Board will provide to the bargaining unit member and his/her entire family or any other eligible dependant as defined by MESSA a comprehensive health, dental, long-term disability, vision and life insurance program under MESSA-PAK summarized below. The Board will provide 100% of the premium towards the cost of the MESSA-PAK through the period ending August 31, 1994.

13.1.a. Option Group

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

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

13.1.b.

MESSA-PAK

PLAN A - For employees needing health insurance

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

PLAN B - For employees not needing health insurance

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

days -

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

1. Definitions

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

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

other supporting evidence as the District may reasonably require.

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

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

2. Eligible Charges

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

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

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

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

3. Benefits

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

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

Amount Payable: Fifty (50%) percent of the cost of Eligible Charges not to exceed \$750 per calendar year and a lifetime maximum of \$1,500 per eligible covered dependent. Calendar year is defined as the period from January 1, of any one year to December 31, of the same year, date inclusive.

4. Charges Not Covered

- (a) Any charges for an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a covered Dependent or before September 1, 1987. Except that charges for office calls after September 1, 1987, for monitoring progress, making adjustments of appliances, changes in appliances, removal of appliances and/or check-ups to insure corrective procedures are maintained shall be covered.
- (b) Any charges for services performed by:
 - (1) an agency of the U.S. Government unless payment is legally required.
 - (2) a non-dentist, unless such service is performed by a licensed dental hygienist under the supervision of a dentist or is for an x-ray ordered by a dentist.
 - (3) a dentist who resides in the same household with the employee or who is a member of the employee's immediate family (i.e., children or spouse) where charges are normally not made.

- (c) Any charges for procedures or appliances which are for strictly cosmetic reasons or for work deemed not necessary by the attending dentist.
- (d) Any charges covered by Workman's Compensation.
- (e) Any charges for lost or stolen appliances.

5. Coordination of Benefits

When the employee's eligible dependent is covered by other insurance, the employee shall not receive benefits and/or reimbursement for orthodontic expenses in excess of 100 percent of the total cost.

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

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

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

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

ARTICLE XIV

Teacher Evaluation

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

interview shall be held with each tenure teacher at least once every two (2) years to review his job performance.

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

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

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

ARTICLE XV

Protection of Teachers

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

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

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

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

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

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

ARTICLE XVI

Negotiation Procedures

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

16.2 Upon written notice given between February 1 and June 1, 1994, this Agreement and the Salary Schedule may be renegotiated for future years.

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

ARTICLE XVII

Professional Grievance Procedure

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

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

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

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

17.5 Procedure

17.5.1 The grievant shall discuss such matter with the principal of the building involved within ten (10) days (not including Saturdays, Sundays, and legal holidays) after the event occurs.

17.5.2 In the event such discussion does not resolve the matter satisfactorily, the grievant involved or Association may within fifteen (15) days (not including Saturdays, Sundays, and legal holidays) thereafter, file a written grievance with the Chief Administrative Officer or his designated representative.

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

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

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

17.6 Grievances involving the following are not arbitrable:

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

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

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

17.8 An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he shall have no power to alter, add or to subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

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

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

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

ARTICLE XVIII

Board and Administration Rights

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

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

ARTICLE XIX

No Interruption of Education

19.1 Consistent with the declared purpose of providing a quality education for the children of Grandville, the Association and each teacher agree that during the life of this Agreement they will not encourage, cause or participate in any interruption or disturbance

of the continuous, normal education of such children, and that any difference of opinion which may arise will not be permitted to affect in any way the continuous, normal educational process.

ARTICLE XX

Miscellaneous Provisions

20.1 Teachers shall be informed of a telephone number to call as soon as their unavailability is known and in any event before 7:00 a.m. to report unavailability for work.

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

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

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

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

This committee will be composed of teacher representatives from the early elementary, later elementary, junior high school, and senior high school levels and administrative representatives from the elementary, junior high school, and senior high school levels. There will also be at least one representative from the central office staff. This committee, the Superintendent of Schools, or the Board of Education may appoint sub-committees as they deem necessary. Sub-committee findings and reports will be channeled through the above committee.

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

The chairman of the committee will be the Director of Instruction.

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

Site-based decision making can:

Improve education effectiveness

Empower school employees, parents and students

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

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

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

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

20.6 In addition to regular payroll deductions, the following deductions will be provided when authorized by the teachers in accordance with payroll procedures established by the District: Scholarship Fund, Teacher's Credit Union, Health Insurance, Christmas Club, Annuities, United States Savings Bonds, and Professional Dues.

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

be selected from each level if there are ten or more full-time equated positions in the department. All department heads will be reviewed annually.

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

Social Studies	Home Economics
Science	Industrial Arts
English	Foreign Language
Math	Art
Physical Education	Reading
Business Education	Music
Driver's Education	Counseling

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

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

1. Must serve on the permanent curriculum committee or else on an appropriate sub-committee and attend meetings regularly.
2. Must meet and confer with all teachers in his department at the beginning of the school year in order to set realistic and worthwhile educational goals for his department.
 - a. A list of such goals will be submitted in writing to the building principal for his approval prior to November 1. Additions, deletions, or adjustments may be made by the principal.
 - b. Periodically the department chairman shall review these goals with the teachers in his department and seek ways to insure that all teachers are striving toward these goals.
 - c. Meet regularly with the building principal to confer on departmental progress toward these goals.
 - d. Submit a written report to the principal at the end of the year denoting the attainment (or to what degree) of the goals set in the beginning of the year.
3. Furnish cooperation, continuity, and articulation among the junior and senior high levels (elementary, if applicable).

4. Furnish leadership and teaching example to other members of the department.
5. Furnish information and materials for improvement of the specific area.
6. Assist in the orientation of new teachers in the department.
7. Hold department meetings.
8. Confer with individual teachers on problems that affect their teaching.
9. Keep Administration informed on program and needs of department.
10. Cooperate with the Administration and staff in areas on experimentation, curriculum improvement, needed supplies and materials including new teaching aids and texts, and any other activities pertinent to and of help to the department.
11. Furnish publicity information regarding department to principals with recommendation for media of publication.

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

20.9 This Agreement or any Agreement entered into by the parties covering the same year as the individual teacher contracts shall supersede any rules, regulations or practices of the Board or terms of any individual teacher's contracts to the extent they are contrary to or inconsistent with its terms. All future individual teacher contracts shall be subject to the terms of the Agreement.

20.10 Copies of this Agreement shall, at the expense of the Board, be presented to all teachers.

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

ARTICLE XXI

Association Rights

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

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

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

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

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

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

21.7 A total of ten (10) days per school year shall be allowed the Association upon application for Association business such as attendance at MEA and NEA meetings, conferences, and conventions, in-service meetings and conferences for GEA officers, etc. It is understood, however, that such days shall not be used for organizing, encouraging or participating in activities such as demonstrations, picketing, the interruption or disturbance of the continuous normal education of children in other school districts, and/or to aid or abet any other school district on strike as defined under PA 336 (PERA). Application must be made to the Director of Personnel via the building principal. Advance notice of five (5)

days or more shall be given to the building principal except in cases of emergency; in such case, the request shall be submitted to the principal as soon as possible. The School District will pay for the salary of the regular teacher, and the Association will pay for the salary of the substitute.

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

ARTICLE XXII

Least Restrictive Environment

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

a. Definition of Terms

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

- children with disabilities are those students, under 26 years of age, determined by an Individualized Education Planning Committee (IEPC) or a hearing officer, as eligible for special education, or related services or both.
- Inclusive Education is the provision of educational services for students with disabilities, in schools where non-disabled peers attend, in age appropriate classes, under the full-time supervision of general education teachers with assistance from special education teachers and support services.
- Least Restrictive Environment (LRE) is the legal mandate that "to the maximum extent appropriate, children with disabilities are educated with children who do not have disabilities, and that special classes, separate schooling, or other removal of

children with disabilities from the regular education environment occurs only when the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." (Rule 121a.550, Part B-P.L. 94-142)

- Medically fragile students are those who are chronically ill and or medical-technology dependent, and/or who have life-threatening conditions that require immediate medical attention.
- Regular Education Initiative (REI) is the increased placement of special needs students (disability, limited-English proficient, Chapter I-eligible, etc.) in regular education classrooms.

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

- a. Teacher(s) in whose classroom(s) a student may be placed shall be invited to serve on the IEPC, as well as appropriate support staff.
- b. If any teacher has a reasonable basis to believe that the current IEP of a student with a disability is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing. Any member of the IEPC may request to reconvene the committee.

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

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

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

22.6 Any bargaining unit member required to provide school health services shall be provided all of the following: 1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) and the completed "Request for Medical Verification of Health Status and

Needs" for the student, at least five (5) school days before the member is to start providing the service to the student; 2) appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member in the authorization and attached procedures; 3) all necessary supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal); and 4) any equipment (radio, telephone, or other telecommunication device) or information necessary to allow direct communication between the bargaining unit member performing the school health services and the supervising licensed medical personnel.

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

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

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

ARTICLE XXIII

Kent Instructional Delivery System (K.I.D.S.)

23.1 Introduction

- a. The two-way interactive electronic networking system may be utilized as an alternative instructional delivery system. The intent and purpose of the K.I.D.S. project is to provide a vehicle for the cooperative offering and sharing of K-12 educational opportunities and to provide quality educational resources to students of the participating districts in a cost-effective and efficient manner.
- b. The agreement hereinafter referred to as the K.I.D.S. Addenda is entered into this day, September 1, 1994, by and between the Kent

County Education Association/MEA/NEA and the Kent Intermediate School District.

- c. The contract language that follows is to be an addenda to the local master agreement. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and the Kent County Education Association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent district.
- d. Any local school district that fails to ratify the K.I.D.S. Addenda shall not participate in K-12 student instruction via the K.I.D.S. network and shall not act as either an originating site or remote site for K-12 student instruction. Failure to ratify this addenda shall not preclude a local school district's use of the network for other purposes, e.g., staff development, extra-curricular activities, and other non-credit K-12 activities.

23.2 Definitions

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

23.3 Responsibilities of Originating and Remote Site Districts

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

23.4 Working Conditions

a. Class Size

The parties mutually agree that the purpose of K.I.D.S. is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including both the originating and remote sites, shall be subject to the language in the master agreement of the originating site district.

- b. Teachers located at an originating site who are teaching a K.I.D.S. class will have to adjust their teaching methods and spend additional time to become effective using two-way interactive technology. To compensate for this extra time and effort, a teacher assigned to teach a class from an originating site via K.I.D.S. will be paid an additional \$1,000 per preparation per semester.

c. Class Schedules

Teachers presenting K-12 telecommunications classes to elementary or secondary-aged students will generally have those classes scheduled during regular contract work time. It is recognized that in order to accommodate the different starting/ending times of originating/receiving districts that work times may vary somewhat.

If classes are scheduled outside the normal work day or work year, teachers will have their individual starting and/or ending time adjusted. If additional work time is required to accommodate the schedules of sending/receiving districts, the teacher shall be compensated at a pro rata of his/her base contract daily rate of pay calculated for each 1/4 hour or portion thereof.

d. Equipment

It will not be the responsibility of the classroom teacher to repair and maintain the telecommunications equipment. Teachers will be trained to focus and make minor adjustments to said equipment.

e. Training

Initial and on-going training in the use of telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes.

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

f. Teacher Evaluation

All evaluations shall require the physical presence of the evaluator at the sending site. The teacher will be informed that they are being observed/evaluated. The sending district administration will have responsibility for the evaluation as the teacher is the employee of the originating district.

g. Mileage

Originating site district teachers will be reimbursed for the allowable mileage if they are required to use their personal automobile to travel between sites or to meetings related to K.I.D.S. The mileage reimbursement will be as specified in the master agreement.

h. Vacancies

Teaching vacancies shall be filled on a voluntary basis and such teachers will be assigned to telecommunication courses in accordance with local contract language provisions.

23.5 Job Security

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

23.6 Broadcast and Rebroadcast Conditions

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

- a. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teacher.**

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

23.7 Problem Solving Efforts

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

23.8 Relationship to Local Master Agreements

The parties agree that K.I.D.S. Addenda will continue in force and effect until August 30, 1997. The addenda shall not be extended orally.

ARTICLE XXIV

Duration of Agreement

24.1 This Agreement shall become effective on September 1, 1994, and continue in effect until August 31, 1997. Upon written notice given between February 1, 1997, and June 1, 1997, this Agreement and the Salary Schedule may be renegotiated for future years.

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

24.2 Copies of this Agreement titled "Contractual Agreement Between the Grandville Public Schools and the Kent County Education Association/MEA/NEA," shall be printed at the expense of the Board and presented to all teachers.

KENT COUNTY
EDUCATION ASSOCIATION

GRANDVILLE BOARD
OF EDUCATION

By Thomas W. Nauta
Local Association President

By Paul J. Brzyda
President

By Charles S. Bondy, Jr.
KCEA/MEA/NEA President

By Jayne L. Higgins
Secretary

By Thomas W. Nauta
Chief Negotiator

By Lawrence P. Catlett
Chief Negotiator

Other Members of Association
Bargaining Team are as Follows:

Other Members of the Board's
Bargaining Team are as Follows:

Dated this 20th day of July, 1994

**GRANDVILLE PUBLIC SCHOOLS
SCHEDULE A
1994-95**

	BA+30				
	BA	BA+20	MA	MA+15	MA+30
1	28,198	29,109	31,156	32,207	34,460
2	29,246	30,095	32,381	33,473	35,727
3	30,640	31,502	33,616	34,883	37,134
4	32,048	32,954	35,533	36,385	38,545
5	33,466	34,656	37,162	38,016	40,299
6	34,966	36,211	38,864	39,796	42,099
7	36,939	37,827	40,592	41,566	43,902
8	38,446	39,475	42,616	43,639	45,924
9	40,419	41,169	44,733	45,851	47,928
10	42,007	42,995	46,877	48,002	49,862
11	44,107	45,101	48,835	50,007	52,044
12	0	0	49,203	50,477	52,817
16	45,446	46,587	50,758	52,034	54,299
21	46,597	47,755	52,184	53,437	55,581
25	47,491	48,924	0	0	0
26	0	0	53,484	54,767	56,879
31	0	0	54,601	55,911	58,147

EARLY RETIREMENT

The Board will offer a substantial retirement incentive during the 1995-96 contract year. Teachers electing the substantial retirement incentive to be offered during the 1995-96 contract year, are not eligible for the Generic Service Credit Purchase for that year.

GENERIC SERVICE CREDIT PURCHASE

Upon notice of resignation, the Board will purchase up to three (3) years of generic service credit (if the teacher qualifies according to MPSERS guidelines) according to the following schedule:

25 to 27 years of service credit = 3 years

28 years of service credit = 2 years

29 years of service credit = 1 year

Any tax liability will be borne by the teacher. Any payment made under this section will be made in accordance with MPSERS guidelines.

It is understood that a teacher may select either the Early Retirement or Generic Service Credit Purchase but may not elect both.

SUPPLEMENTARY PROVISION TO SALARY SCHEDULE

- A. For longevity purposes, the step on which the teacher was placed when the salary steps were originally adopted will be the determining factor.
- B.
 - 1. In order to move to the 16th step, the teacher must have earned six (6) semester hours of graduate credit in the prior five (5) year period or six (6) semester hours of undergraduate credit in prior five (5) year period in those disciplines in which the teacher is actively teaching. An administrative change in the teacher's teaching assignment shall not adversely affect the teacher's placement on step 16.
 - 2. An additional six (6) semester hours of graduate credit or undergraduate credit in those disciplines in which the teacher is actively teaching must be earned to move from the 16th step to the 21st step.

3. An additional six (6) semester hours of graduate credit or undergraduate credit in those disciplines in which the teacher is actively teaching must be earned to move from the 21st to 25th step on the BA and BA+20 schedule and to move from the 21st step to the 26th step on the MA, MA+15 and MA+30.
4. An additional six (6) semester hours of graduate credit or undergraduate credit in those disciplines in which the teacher is actively teaching must be earned to move from the 26th step to the 31st step.
5. Continuing Education Credits which are obtained by attending classes outside the teacher's paid working time and for which credits are awarded by the Kent Intermediate School district or which are approved by the District in advance, may be substituted for semester credit hours under subparagraphs 1-4 above at the ratio of three (3) CEU's to one semester credit hour.
6. For those bargaining unit members that have completed the graduate or undergraduate credits (three (3) semester hours) needed to move to a new longevity step (steps 16, 21, 25, 26, 31), under the 1987-90 contractual agreement, they shall be grandparented under the old language and not be required to meet the 1990-93 requirement of six (6) semester hours.

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

1. When teachers are hired below scale, (not given credit on the salary scale for outside experience) movement to the proper point on scale shall be effected by allowing two (2) increments up the salary schedule per year with the maximum number granted being (7) years of outside experience.
2. The above shall not apply to teachers who have not taught for a period of ten (10) or more years.
3. One and two above shall start September, 1990 for all teachers hired for the 1988-89, 1989-90 school year and thereafter.
4. Provisions C. 1, 2 and 3 above shall not apply to any teacher hired after October 15, 1993.

- D. Years of prior service in an annexed school shall count as half service in the Grandville system and shall be in addition to the seven (7) years of service elsewhere. (If it is to the teacher's benefit to count service in an annexed school as service elsewhere, this will be permitted.)
- E. A fractional year of service in the system shall place a teacher at an appropriate sum between two steps on the salary schedule. When part-time teachers have taught part days every day or at least 50 percent of a full contract for the entire year, the teacher shall move up the salary schedule one step in the same manner as full-time teachers.
- F. For those newly employed after date of this contract, allowances for full-time military service of one-half step for one full year or one step for two or more full years of military service may be allowed by the Board on recommendation of the Superintendent.
- G. Annual contracts shall be paid in biweekly payments, each 1/26 of contractual amount, except that payments due after July 1, shall be paid at one time prior to due date, but in no event later than July 1.

Teachers shall be allowed to select the option of being paid in biweekly payments, each 1/21 of contractual amount. However, if a teacher so decides, it shall be his/her responsibility to notify the Business Office, in writing, prior to the end of the previous school year, of the selection of such option for the forthcoming school year. If such written notice is not received prior to the end of the school year, biweekly payments for the ensuing school year shall be 1/26 of the contractual amount. Additionally, no change in the selection of an option will be allowed, unless by mutual consent, after the end of the school year.

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

1. Every two weeks as a part of their regular pay (Supplemental salary/number of pay periods during the season or event).
2. 100 percent of supplemental salary paid on the first pay day following the completion of their assignment.

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

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

- H. The salary of any school nurse who lacks a B.A. degree shall be 75% of the B.A. schedule in 1979-80 and 80% thereafter. Fringe benefits will be the same as other members of the bargaining group.
- I. Psychologists and social workers will be placed on the appropriate MA+30 step on the salary schedule based on their years of experience. Their hours will be the normal teacher working hours of the building(s) to which they are assigned. A part-time psychologist or social worker requested to work on a day they are not scheduled shall be paid at their regular rate or allowed compensatory time off. They are eligible for the same fringe benefits as other members of the bargaining group.
- J. For each year, 1994-95, 1995-96, and 1996-97, an amount not to exceed \$15,000 will be applied to the salary schedule.
- K. For the 1995-96 school year, an amount equal to 2.5% of the previous year's salary shall be applied to each step of the salary schedule.
- L. For the 1996-97 school year, an amount equal to 2.5% of the previous year's salary shall be applied to each step of the salary schedule. Should the CPI for Urban Wage Earners and Clerical Worker's Index for all cities exceed 4% during the 1995-96 school year, an amount equal to 75% of the difference between 4% and the actual cost of living will be added to the salary increase. There is a cap on the CPI of 5%. If the CPI exceeds 5%, either side may reopen the salary schedule.

EDUCATION CREDIT AND PAYMENT

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

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

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

- B.1.** Movement to columns 4 and 5 shall occur when, after having earned a Master's degree, a teacher earns 15 and 30 additional hours of 1) graduate credit or 2) undergraduate credit, at least one-half of which graduate or undergraduate hours are in those disciplines in which the teacher is actively teaching, or 3) or any graduate education course, or 4) any computer course, or 5) any course that applies to the teachers assignment and was approved by the Superintendent or his designee. Appropriate transcripts must be furnished by the teacher and the teacher must have one or more years of experience in this system and regular certification in the grades or subjects taught.
2. An administrative change in the teacher's assignment shall not adversely affect the teacher's placement in column 4 and 5.
3. Beginning with the 1987-88 school year, Certified Continuing Education Units (CEU's) related to the teacher's assignment or the teaching profession may be substituted for semester hours as outlined in B.1. above at the rate of three (3) CEU's for every one (1) semester hour of credit. The criteria for acceptance of CEU credits for movement to columns 4 and 5 is the same criteria as that used for longevity movement.
- C.** The same provision regarding institutions where such credit may be earned applies as is applied by the State of Michigan with respect to certification credit, except by special advance approval of the Superintendent.
- D.** Credit earned under fellowship, institute, or scholarship grant is paid for on the same basis as other credit on the salary schedule.
- E.** Teachers qualifying for educational credit payments shall make written application therefore when furnishing required transcripts or certification.
- F.1.** The Board will subsidize graduate training or, if the Master's degree has been earned, undergraduate training at eighty percent (80%) of the cost of tuition for not more than three (3) semester hours per semester or not more than nine (9) semester hours per summer session, with a maximum of twelve (12) semester hours per school year, provided two-thirds (2/3) of such credit shall be in their teaching field, which includes courses in education. No payment shall be in addition to tuition paid under fellowship, institute, or scholarship grant. No payment for summer school hours will be made if the teacher is not employed by the district the following school year. In no case shall the actual reimbursement per semester hour under this formula exceed an amount equal to 1.2 times the average of the semester hour tuition rates (or their equivalent) for Michigan State University, Central Michigan University, and Western Michigan University.

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

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

SCHEDULE B

1994-95 EXTRACURRICULAR PAY- ATHLETIC

SPORT/POSITION	1	2	3	4	5
FOOTBALL					
Head Coach	3,828	3,942	4,175	4,548	4,787
1st Assistant	2,578	2,742	2,901	3,063	3,223
2nd Assistant	2,578	2,742	2,901	3,063	3,223
Reserve	2,578	2,742	2,901	3,063	3,223
Reserve Assistant	2,437	2,589	2,740	2,896	3,047
9th Grade - Head	2,387	2,536	2,686	2,835	2,982
9th Grade - Assistant	2,274	2,415	2,556	2,698	2,840
BASKETBALL					
Head Coach	3,917	4,160	4,406	4,650	4,894
Reserve	2,472	2,630	2,785	2,938	3,093
9th Grade	2,364	2,511	2,659	2,806	2,954
8th Grade	1,835	1,947	2,063	2,175	2,291
7th Grade	1,800	1,913	2,026	2,137	2,250
SWIMMING, HOCKEY					
Head Coach	3,275	3,480	3,684	3,887	4,093
Reserve/Assistant	2,084	2,213	2,345	2,472	2,604
Junior High	1,633	1,733	1,836	1,937	2,039
Junior High Assistant Swimming	1,046	1,109	1,175	1,240	1,306
TRACK, SOFTBALL, BASEBALL					
Head Coach	3,098	3,150	3,334	3,520	3,706
Reserve/Assistant	2,212	2,351	2,503	2,628	2,766
9th Grade	1,899	2,020	2,138	2,256	2,377
Junior High	1,477	1,570	1,661	1,754	1,845
Junior High Assistant-Track	1,118	1,247	1,321	1,394	1,468
TENNIS, CROSS COUNTRY GOLF, SOCCER, COMP CHEER					
Head Coach	2,346	2,493	2,639	2,787	2,933
Reserve/Assistant	1,734	1,841	1,950	2,057	2,168
Junior High	1,310	1,388	1,472	1,553	1,636
VOLLEYBALL					
Head Coach	2,686	2,856	3,021	3,191	3,359
Reserve/Assistant	1,851	2,073	2,195	2,315	2,439
9th Grade	1,671	1,775	1,878	1,984	2,069
Junior High	1,310	1,388	1,472	1,553	1,636
WRESTLING					
Head Coach	3,404	3,616	3,828	4,041	4,255
Reserve/Assistant	2,271	2,413	2,556	2,698	2,840
Junior High	1,817	1,931	2,045	2,159	2,271
Junior High Assistant	1,217	1,293	1,371	1,446	1,521
BOWLING					
	822	874	924	977	1,026
CHEERLEADING					
Varsity-Football	899	953	1,009	1,065	1,122
- Basketball	899	953	1,009	1,065	1,122
Reserve-Football	617	655	694	732	769
-Basketball	617	655	694	732	769
Freshman-Football	576	613	649	685	719
-Basketball	576	613	649	685	719
Junior High	938	998	1,057	1,115	1,172

SUPPLEMENTARY PROVISIONS TO SALARY PROVISIONS/EXTRACURRICULAR ATHLETIC

- A. Coaches new to the Grandville School System may be granted up to five years for similar prior coaching experience in other systems.
- B. Accumulated experience will count for transfers within a sport.
(It is understood that the above payments are for time spent beyond the basic day of 8:00 am to 3:35 pm)

SCHEDULE B

1995-96 EXTRACURRICULAR PAY-ATHLETIC

SPORT/POSITION	1	2	3	4	5
FOOTBALL					
Head Coach	3,924	4,041	4,279	4,662	4,907
1st Assistant	2,642	2,810	2,973	3,140	3,304
2nd Assistant	2,642	2,810	2,973	3,140	3,304
Reserve	2,642	2,810	2,973	3,140	3,304
Reserve Assistant	2,498	2,653	2,808	2,968	3,123
9th Grade - Head	2,446	2,599	2,753	2,905	3,057
9th Grade - Assistant	2,330	2,476	2,620	2,765	2,911
BASKETBALL					
Head Coach	4,015	4,264	4,517	4,768	5,016
Reserve	2,534	2,695	2,854	3,011	3,170
9th Grade	2,423	2,574	2,726	2,876	3,028
8th Grade	1,881	1,996	2,115	2,229	2,348
7th Grade	1,845	1,960	2,076	2,190	2,306
SWIMMING, HOCKEY					
Head Coach	3,357	3,567	3,776	3,984	4,196
Reserve/Assistant	2,136	2,269	2,404	2,534	2,669
Junior High	1,674	1,776	1,882	1,985	2,090
Junior High Assistant Swimming	1,072	1,136	1,204	1,271	1,338
TRACK, SOFTBALL, BASEBALL					
Head Coach	3,175	3,229	3,418	3,608	3,798
Reserve/Assistant	2,268	2,410	2,566	2,693	2,835
9th Grade	1,947	2,070	2,191	2,313	2,436
Junior High	1,514	1,609	1,702	1,798	1,891
Junior High Assistant-Track	1,146	1,279	1,354	1,429	1,504
TENNIS, CROSS COUNTRY GOLF, SOCCER, COMP CHEER					
Head Coach	2,405	2,555	2,705	2,856	3,006
Reserve/Assistant	1,777	1,887	1,999	2,109	2,222
Junior High	1,342	1,423	1,509	1,592	1,677
VOLLEYBALL					
Head Coach	2,753	2,927	3,097	3,270	3,443
Reserve/Assistant	2,000	2,124	2,250	2,373	2,500
9th Grade	1,713	1,819	1,925	2,033	2,120
Junior High	1,342	1,423	1,509	1,592	1,677
WRESTLING					
Head Coach	3,489	3,706	3,924	4,142	4,362
Reserve/Assistant	2,327	2,474	2,620	2,765	2,911
Junior High	1,862	1,979	2,096	2,213	2,327
Junior High Assistant	1,247	1,326	1,405	1,483	1,559
BOWLING					
	843	896	947	1,002	1,052
CHEERLEADING					
Varsity-Football	921	976	1,034	1,092	1,150
- Basketball	921	976	1,034	1,092	1,150
Reserve-Football	633	671	711	751	788
-Basketball	633	671	711	751	788
Freshman-Football	591	628	665	703	737
-Basketball	591	628	665	703	737
Junior High	962	1,022	1,083	1,143	1,201

SUPPLEMENTARY PROVISIONS TO SALARY PROVISIONS/EXTRACURRICULAR ATHLETIC

- A. Coaches new to the Grandville School System may be granted up to five years for similar prior coaching experience in other systems.
- B. Accumulated experience will count for transfers within a sport.
(It is understood that the above payments are for time spent beyond the basic day of 8:00 am to 3:35 pm)

SCHEDULE B

1996-97 EXTRACURRICULAR PAY-ATHLETIC

SPORT/POSITION	1	2	3	4	5
FOOTBALL					
Head Coach	4,022	4,142	4,386	4,778	5,029
1st Assistant	2,708	2,881	3,048	3,218	3,386
2nd Assistant	2,708	2,881	3,048	3,218	3,386
Reserve	2,708	2,881	3,048	3,218	3,386
Reserve Assistant	2,560	2,720	2,878	3,042	3,201
9th Grade - Head	2,508	2,664	2,822	2,978	3,133
9th Grade - Assistant	2,389	2,538	2,686	2,834	2,983
BASKETBALL					
Head Coach	4,115	4,370	4,629	4,886	5,142
Reserve	2,598	2,763	2,926	3,086	3,249
9th Grade	2,484	2,638	2,794	2,948	3,103
8th Grade	1,928	2,046	2,168	2,285	2,407
7th Grade	1,891	2,009	2,128	2,245	2,364
SWIMMING, HOCKEY					
Head Coach	3,441	3,656	3,871	4,084	4,300
Reserve/Assistant	2,189	2,325	2,464	2,598	2,736
Junior High	1,716	1,821	1,929	2,035	2,142
Junior High Assistant Swimming	1,098	1,165	1,235	1,303	1,372
TRACK, SOFTBALL, BASEBALL					
Head Coach	3,255	3,309	3,503	3,698	3,893
Reserve/Assistant	2,324	2,470	2,630	2,761	2,906
9th Grade	1,995	2,122	2,246	2,370	2,497
Junior High	1,552	1,649	1,745	1,843	1,939
Junior High Assistant-Track	1,175	1,311	1,388	1,465	1,542
TENNIS, CROSS COUNTRY GOLF, SOCCER, COMP CHEER					
Head Coach	2,465	2,619	2,772	2,928	3,081
Reserve/Assistant	1,822	1,934	2,049	2,161	2,277
Junior High	1,376	1,458	1,546	1,632	1,719
VOLLEYBALL					
Head Coach	2,822	3,001	3,174	3,352	3,529
Reserve/Assistant	2,050	2,178	2,306	2,433	2,562
9th Grade	1,755	1,865	1,973	2,084	2,173
Junior High	1,376	1,458	1,546	1,632	1,719
WRESTLING					
Head Coach	3,576	3,799	4,022	4,246	4,471
Reserve/Assistant	2,385	2,535	2,686	2,834	2,983
Junior High	1,909	2,029	2,149	2,269	2,385
Junior High Assistant	1,278	1,359	1,440	1,520	1,598
BOWLING					
	864	918	971	1,027	1,078
CHEERLEADING					
Varsity-Football	944	1,001	1,060	1,119	1,179
- Basketball	944	1,001	1,060	1,119	1,179
Reserve-Football	648	688	729	769	808
- Basketball	648	688	729	769	808
Freshman-Football	605	644	682	720	756
- Basketball	605	644	682	720	756
Junior High	986	1,048	1,110	1,171	1,231

SUPPLEMENTARY PROVISIONS TO SALARY PROVISIONS/EXTRACURRICULAR ATHLETIC

- A. Coaches new to the Grandville School System may be granted up to five years for similar prior coaching experience in other systems.
- B. Accumulated experience will count for transfers within a sport.
(It is understood that the above payments are for time spent beyond the basic day of 8:00 am to 3:35 pm)

SCHEDULE C
1994-95 EXTRACURRICULAR PAY, NON-ATHLETIC

ACTIVITY	1	2	3	4	5
Pom Pon					
Varsity	792	840	891	942	989
Junior Varsity	441	467	497	523	551
Class Sponsorship					
9th and 10th Grade	517	550	580	614	647
11th Grade	859	914	967	1,021	1,076
12th Grade	938	998	1,057	1,115	1,172
Instrumental Music					
Senior High	3,307	3,497	3,686	3,879	4,068
Senior High Assistant	1,952	2,075	2,196	2,318	2,440
Band Camp					848
Junior High	1,404	1,492	1,579	1,669	1,754
Junior High Assistant	843	895	948	1,001	1,053
String Instruments	1,404	1,492	1,579	1,669	1,754
Senior High Glee Club	1,360	1,445	1,529	1,615	1,699
Junior High Glee Club	537	570	603	638	670
Senior High Debate	1,374	1,457	1,543	1,630	1,714
Forensics					1,062
Newspaper					
1st Semester-w/class & 2nd Semester-w/o class (1 1/3 if no classes, and 2/3 if classes both sem.)	906	963	1,020	1,076	1,132
Yearbook					
Senior High w/o class	1,716	1,824	1,932	2,039	2,146
Junior High	414	441	468	498	552
Science Olympiad					
Senior High	1,208	1,282	1,357	1,432	1,507
Senior High Asst. (2)	601	639	677	715	753
Junior High	1,208	1,282	1,357	1,432	1,507
Junior High Asst. (2)	601	639	677	715	753
Intramurals	402	429	453	478	503
Student Council	1,027	1,091	1,157	1,221	1,286
Varsity Club	670	712	755	796	836
BOEC					1,287
Quiz Bowl					314
National Honor Society (2)					220
Department Head					952
Elem. Computer Resource					198
Plays (3)					1,620
Musical					1,576
Noon Lunch/Gym				\$13.96	per hour
Summer School				\$19.27	per hour
Driver Education				\$20.51	per hour
Teaching as Substitute During Conference Hour				\$21.31	per hour

Clubs

The Board shall decide whether to fill any extracurricular athletic or nonathletic positions.

1. It is understood that the appointment of department heads shall be covered by Section 20.6 of this Agreement.
2. It is also understood that the above payments, other than substituting are for time spent beyond the basic day of 8:00 am-3:35 pm.

SCHEDULE C
1995-96 EXTRACURRICULAR PAY NON-ATHLETIC

ACTIVITY	1	2	3	4	5
Pom Pon					
Varsity	811	861	914	966	1014
Junior Varsity	452	479	509	536	565
Class Sponsorship					
9th and 10th Grade	530	564	595	629	663
11th Grade	880	937	991	1047	1103
12th Grade	962	1022	1083	1143	1201
Instrumental Music					
Senior High	3390	3584	3778	3976	4169
Senior High Assistant	2001	2127	2251	2376	2501
Band Camp					869
Junior High	1439	1530	1618	1710	1798
Junior High Assistant	864	917	971	1026	1079
String Instruments	1439	1530	1618	1710	1798
Senior High Glee Club	1394	1481	1567	1655	1742
Junior High Glee Club	550	584	618	653	687
Senior High Debate	1408	1493	1582	1671	1756
Forensics					1088
Newspaper					
1st Semester-w/class & 2nd Semester-w/o class (1 1/3 of no classes, and 2/3 if classes both sem.)	928	987	1046	1103	1161
Yearbook					
Senior High w/o class	1759	1869	1980	2090	2200
Junior High	424	452	480	510	566
Science Olympiad					
Senior High	1238	1314	1391	1468	1544
Senior High Asst. (2)	616	654	694	733	772
Junior High	1238	1314	1391	1468	1544
Junior High Asst. (2)	616	654	694	733	772
Intramurals	412	440	464	490	515
Student Council	1053	1119	1186	1251	1318
Varsity Club	687	730	774	815	857
BOEC					1319
Quiz Bowl					322
National Honor Society (2)					226
Department Head					975
Elem. Computer Resource					920
Plays (3)					1660
Musical					1718
Noon Lunch/Gym				\$14.31	per hour
Summer School				\$19.75	per hour
Driver Education				\$21.03	per hour
Teaching as Substitute During Conference Hour				\$21.84	per hour

Clubs

The Board shall decide whether to fill any extracurricular athletic or nonathletic positions.

1. It is understood that the appointment of department heads shall be covered by Section 20.6 of this Agreement.
2. It is also understood that the above payments, other than substituting are for time spent beyond the basic day of 8:00 am-3:35 pm.

SCHEDULE C
1996-97 EXTRACURRICULAR PAY NON-ATHLETIC

ACTIVITY	1	2	3	4	5
Pom Pon					
Varsity	832	883	937	990	1039
Junior Varsity	463	491	522	550	579
Class Sponsorship					
9th and 10th Grade	543	578	610	645	679
11th Grade	902	960	1016	1073	1131
12th Grade	986	1048	1110	1171	1231
Instrumental Music					
Senior High	3474	3674	3873	4075	4274
Senior High Assistant	2051	2180	2307	2436	2563
Band Camp					891
Junior High	1475	1568	1659	1753	1843
Junior High Assistant	885	940	996	1051	1108
String Instruments	1475	1568	1659	1753	1843
Senior High Glee Club	1428	1519	1606	1696	1785
Junior High Glee Club	564	599	633	670	704
Senior High Debate	1443	1530	1621	1712	1800
Forensics					1116
Newspaper					
1st Semester-w/class & 2nd Semester-w/o class (1 1/3 if no classes, and 2/3 if classes both sem.)	952	1012	1072	1131	1190
Yearbook					
Senior High w/o class	1802	1916	2030	2142	2255
Junior High	435	463	482	523	580
Science Olympiad					
Senior High	1269	1347	1425	1505	1583
Senior High Asst. (2)	631	671	712	751	791
Junior High	1269	1347	1425	1505	1583
Junior High Asst. (2)	631	671	712	751	791
Intramurals	422	451	476	503	528
Student Council	1079	1147	1215	1283	1351
Varsity Club	704	748	793	836	879
BOEC					1352
Quiz Bowl					330
National Honor Society (2)					231
Department Head					1000
Elem. Computer Resource					943
Plays (3)					1702
Musical					1761
Noon Lunch/Gym				\$14.67	per hour
Summer School				\$20.24	per hour
Driver Education				\$21.55	per hour
Teaching as Substitute During Conference Hour				\$22.39	per hour
Clubs					OPEN

The Board shall decide whether to fill any extracurricular athletic or nonathletic positions.

1. It is understood that the appointment of department heads shall be covered by Section 20.6 of this Agreement.
2. It is also understood that the above payments, other than substituting are for time spent beyond the basic day of 8:00 am-3:35 pm.

**GRANDVILLE PUBLIC SCHOOLS
1994-95 CALENDAR**

AUGUST	23,24,25 29 30	Orientation - New Teachers (All Day) Orientation - All Teachers School Opens for Students - All Day
SEPTEMBER	2-5 20	NO SCHOOL - Labor Day School Dismissed at Noon, In-Service PM
OCTOBER	- 12	Sec/Elem Open House - Schedule by Buildings NO SCHOOL - Teacher In-Service (All Day)
NOVEMBER	2 7 8 10 11 14 24-25	End of 1st Marking Period (44 Days) Parent/Teacher Conferences - Secondary (High School, Jr. High 5:30-8:30 pm) Parent/Teacher Conferences - Elementary (By Building) School Dismissed at Noon, In-Service PM Parent/Teacher Conferences (All Levels 4:00-7:00 pm) NO SCHOOL Optional Additional Day Jr. High Conferences Thanksgiving Vacation
DECEMBER	22-31	Christmas Vacation
JANUARY	1-2 20 23 31	Christmas Vacation End of 2nd Marking Period (46 Days) NO SCHOOL School Dismissed at Noon - In-Service PM
FEBRUARY	22 27	In-Service AM - School PM (Secondary 11:00 AM - Elementary 12:10 PM) Parent/Teacher Conferences - Secondary
MARCH	2 3 23 28	School Dismissed at Noon - In-Service PM Parent/Teacher Conferences - Secondary NO SCHOOL Parent/Teacher Conferences - Elementary End of 3rd Marking Period (45 Days)
MARCH	31	Parent/Teacher Conferences - Elementary Spring Vacation
APRIL	1-7 19	Spring Vacation School Dismissed at Noon, In-Service PM
MAY	29	NO SCHOOL - Memorial Day
JUNE	8 9	End of 4th Marking Period (45 Days) Records Day - 1/2 Day

TOTAL INSTRUCTION DAYS - 180

TOTAL DUTY DAYS

New Teachers - 188
Veteran Teachers - 185

The third and subsequent snow days will be made up at the end of the school year with the records day scheduled after the snow days are made up. Open House/Parent Teacher Conferences will total 14 1/2 hours.

The afternoon of August 29, 1994 is intended for teacher preparation.

10/25/94

ADDENDUM I

ELEMENTARY CLASSLOADS

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

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

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

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

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

**s/L.H. (Vern) Boss
Superintendent of Schools**

INSTRUCTIONAL STAFF
REQUEST FOR PERSONAL/BUSINESS DAY

Name _____

Date of Leave _____

Indicate below which leave day you have elected.

_____ **PERSONAL LEAVE DAY**

Whole Day _____

Hours _____

I understand that personal leave may not be used to engage in union or association activities, to extend a holiday or vacation period, to render employment to others or to engage in activities in the Grand Rapids metropolitan area which may have a negative impact on the school district.

* * * * *

_____ **BUSINESS DAY**

Whole Day _____

Hours _____

Academic _____

Medical _____

Civic _____

Social _____

Emergency _____

Religious _____

Legal _____

Other _____

APPROVED _____

DISAPPROVED _____

Signature

Date

Principal/Supervisor

Date

ADDENDUM III

LETTER OF UNDERSTANDING

1. The Grandville Public Schools and the Kent County Education Association agreed during their negotiations on the 1993-1994 Collective Bargaining Agreement to refer the matter of elementary teacher planning time to a committee for review and recommendation. The committee shall be formed with an equal number of teachers and administrator representatives unless the parties mutually agree otherwise. The committee shall meet and make recommendations to the parties in time for the 1994-1995 collective bargaining negotiations.
2. During the 1993-1994 school year, the rate for speech pathologist overload will be referred to a committee consisting of two administrators and two members of the bargaining unit for review.
3. Until January 1, 1994, the current insurance programs shall continue in full force and effect.

**KENT COUNTY
EDUCATION ASSOCIATION**

Date _____

GRANDVILLE PUBLIC SCHOOLS

Date _____

U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 93-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

The new law is effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) is in effect on that date, the Act becomes effective on the expiration date of the CBA or February 5, 1994, whichever is earlier.

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all private, state and local government employees, and some federal employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools) and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the

current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of at least 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location where at least 50 employees are employed by the employer within 75 miles.

Most federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management and the Congress.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

■ to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

■ If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

■ FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

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

■ any period of incapacity or treatment connected with inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility;

■ any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or

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

"Health care provider" means:

■ doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

■ podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

■ nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or

■ Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Maintenance Of Health Benefits

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

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten

percent of employees within 75 miles of the work site.

Notice And Certification

Employees seeking to use FMLA leave may be required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions and periodic recertifications (at the employer's expense); and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA leave on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

Unlawful Acts

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

Enforcement

FMLA is enforced, including investigation of complaints, by the U.S. Labor Department's Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

Other Provisions

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

Further Information

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

GRANDVILLE PUBLIC SCHOOLS

LEAST RESTRICTIVE ENVIRONMENT PLACEMENT WORKSHEET

Date _____

Name _____ Social Security Number _____

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

II. If YES, describe below:

FTE III. Elementary:
Additional FTE as determined by the staffing.

IV. Secondary:
List subjects and additional FTEs.

FTE _____

FTE _____

FTE _____

FTE _____

FTE _____

V. Members' Signatures:

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

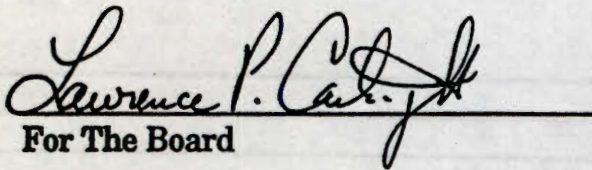
*Denotes required members

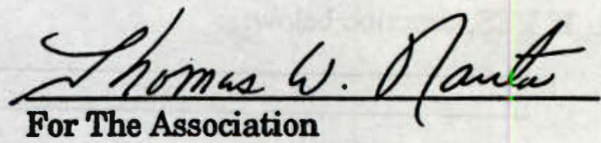
- Copy 1: Personnel
- Copy 2: Building
- Copy 3: Regular Ed Teacher
- Copy 4: Special Ed Representative

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

LETTER OF UNDERSTANDING

It is understood and agreed that for the duration of this Master Agreement, 1994-97, teachers who were taking college or university course work or CEU classes to reach the MA+45 column contained in the previous Master Agreement, may apply the credits completed as of January 1, 1995 toward the next longevity step for a period not to exceed eight (8) years.


For The Board


For The Association

