

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of:

GRAND RAPIDS SCHOOL DISTRICT

-and-

GRAND RAPIDS EDUCATION
ASSOCIATION, GRE/MEA/NEA

MERC Fact Finding
Case No. L10 K-7010

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DEPARTMENT OFFICE

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**FACT FINDER'S FINDINGS OF FACT,
REPORT AND RECOMMENDATIONS**

APPEARANCES:

FOR GRAND RAPIDS SCHOOL:
DISTRICT:

Marshall W. Grate, Attorney
Fredericka Williams, Executive Director
Human Resources/Legal Services

FOR GRAND RAPIDS EDUCATION
ASSOCIATION, GRE/MEA/NEA

Richard Schultz, UniServ Director
Timothy E. Nendorf, UniServ Director
Paul Helder, President, GRE/MEA/NEA

Background

Grand Rapids Public Schools is the third largest school district in the state of Michigan, serving a student body of approximately 18,000 students. The District employs about 1,500 teachers and professional staff in about 50 schools. The five schools involved with this fact finding proceeding are Union High School, Ottawa High School, Gerald R. Ford Middle School, Westwood Middle School and Alger Middle School (hereinafter referred to collectively as the SIG Schools). There are approximately 180 teachers assigned to these schools.

Teachers and professional staff are represented for purposes of collective bargaining by

the Grand Rapids Education Association (GREA/MEA/NEA). The terms and conditions of their employment are governed by a Master Agreement which is in effect through August 26, 2011.

In early May of 2010, the Michigan Department of Education (MDE) notified the District that the above SIG Schools were eligible for School Improvement Grants to finance one of four redesign models: (1) closing the school; (2) restart model which involves turning over the governance of the school to a public school academy/charter school or management company; (3) turnaround; and (4) transformation model.

Also, under Section 1280c of the Michigan Revised School Code, MCL 380.1280c, every year the MDE is to identify the 5% lowest academically performing schools in the state which are then required to adopt one of the four redesign models mentioned above to be implemented the following school year. Section 1280c requires a district to negotiate an addendum to the applicable collective bargaining agreement to change terms and conditions of employment necessary to implement the redesign model. If the redesign model is rejected by the MDE or if the redesign model fails to improve the school, then Section 1280c authorizes the state to take over that particular school.

The District adopted the turnaround model for its three middle schools – Gerald R. Ford, Westwood and Alger. It adopted the transformation model for its two high schools – Union and Ottawa Hills. The models required certain educational activities, including changes to staffing and transfers, increase student learning time by as much as 300 hours, increase professional development, and a rigorous evaluation system for principals and teachers.

The parties began negotiations over the SIG Schools on May 20, 2010. The parties exchanged information, and had many sessions in a good faith effort to reach a resolution, but they did not reach an agreement by the deadline for submitting the grant applications on August

16, 2010. The District submitted its grant applications by the August 16, 2010 deadline, advising the MDE that negotiations would continue.

On August 16, 2010, the District learned that the MDE identified Union High School as a Section 1280c school which meant that the District had to adopt a redesign model for Union High School on or before November 16, 2010 or face the potential State take over of Union High School.

On September 2, 2010, the MDE awarded \$24.6 million dollars in SIG grant funds to the SIG Schools.

In early November, the parties started mediation. On December 13, 2011, the MDE approved the transformation redesign model for Union High School, conditioned on the parties submitting an addendum to their Master Agreement on or before August 1, 2011. In early January of 2011, the MDE sent a warning letter to the District that it had to implement their redesign models and that they would be monitored for compliance.

On March 8, 2011, the MDE sent a letter to the District suspending the SIG grant moneys. In this letter, the MDE gave the District until May 8, 2011 to demonstrate compliance on several issues: including failure to implement increased learning time and the failure to establish an evaluation system that included student growth as a significant factor.

Petition for Fact Finding and Appointment of Fact Finder

The Grand Rapids Education Association and the Grand Rapids Public Schools has an existing Collective Bargaining Agreement covering terms and conditions of employment that expires on August 26, 2011. The negotiations involved here was the mid-term negotiations dealing with implementation of the \$24.6 million SIG Grant Fund.

The parties were having difficulty reaching agreement. On January 27, 2011, the Grand

Rapids Public Schools, by its attorney, Marshall W. Grate, petitioned the Michigan Employment Relations Commission for fact finding seeking what the Public Schools refer to as expedited fact finding, suggesting that the Petitioner “believes that fact finding will disclose public facts that will be beneficial to the parties achieving a settlement.” The representatives of the Grand Rapids Education Association and the Michigan Education Association filed an answer to the petition objecting to same, arguing that the Michigan Employment Relations Commission had no jurisdiction under statute or its rules to provide for mid-term fact finding or so-called expedited fact finding.

Nevertheless, by an amended letter dated February 22, 2011, the Undersigned was appointed Fact Finder through a letter signed by Commission Member Nino E. Green wherein the statement was made:

Pursuant to Public Act 176 of 1939, the Michigan Employment Relations Commission has appointed you as Fact Finder to conduct a Commission Ordered Expedited Fact Finding Hearing in the matter between:

Grand Rapids School District -and- Michigan Education Association
MERC CASE No.: L10 K-7010

This Fact Finder, upon his appointment, proceeded to conduct pre-trial conferences by telephone with the parties on March 2, March 21 and March 30, 2011 to discuss the procedure. At all points, the GREA and MEA preserved its objections to the fact finding procedure.

As part of the discussion with this Fact Finder, the parties agreed to continue mediation with the aid of State Mediator Fred Vocino, who continued to conduct mediation sessions in between the times that this Fact Finder had phone conferences with the parties as outlined above. Without waiving objections to the fact finding process, the Association agreed to meet with the

Fact Finder on Thursday afternoon and evening, March 31, 2011, for the purposes of engaging in fact finding. At the same time, Mr. Vocino was present. During that time, it became clear that after mediation efforts and discussion with the parties, certain positions had been modified.

What remained were the following issues:

- I. Replacement of Staff
 - B. Staffing Process
- II. Bumping and Transferring
 - C. Bumping and Transfers
- III. Increased Learning Time
 - D. Increased Learning Time
 - 1. Recruitment & Retention Stipend
 - 2. Work Week
 - 3. Professional Development
 - 4. Other Increased Learning Time
- IV. Evaluation
- V. Letter of Commitment

This Fact Finder went over these items with the parties on Thursday, March 31, 2011, noting that previous positions of the parties had been modified. The Fact Finder made suggestions to the parties after listening to each party's positions.

Per the understanding with the parties, the Fact Finder again met with the parties on Saturday, April 2, 2011, for the purposes of attempting to develop a resolution of the issues that the parties could accept and the District would be able to comply with the SIG Grant.

On Saturday, April 2, 2011, Mediator Fred Vocino was present. The Fact Finder again reviewed the parties' various positions on the above issues and proceeded to make recommendations and obtained from the parties their viewpoints on the various approaches that were being suggested.

The Criteria

There are numerous criteria that fact finders use in coming to resolution of disputes between parties. In this situation, this Fact Finder was dealing with educators – both from the

Public Schools and from the Grand Rapids Education Association – all of whom were concerned with the education of children.

The Fact Finder was impressed with the leadership of the Association as well as the representatives of the Public Schools.

What developed was a reasonable spirit of cooperation. All recognized that efforts consistent with the Grant were needed to improve student performance; that the teachers were ready to do so and had the ability to do so. It was also recognized that some professional development was needed; that the District was willing to pay compensation for the time being asked of the teachers; that the teachers were willing to provide time for professional development, provided that the time allotted was within reason.

Thus, what this Fact Finder concluded is that the dominant criteria, considering the interests of all parties in this matter, was the “art of the possible,” namely, reasonable compromise on the part of both parties in order to accomplish an educational goal with the aid of professional devoted teachers as well as professional devoted administrators, led by the leaders of the Association and the Board.

Nothing is perfect in achieving any goal. Yet, the recommendations that this Fact Finder, on the issues presented, is about to make are consistent with the art of the possible and considered both the interests of the teachers and the Public Schools and Board of Education. What follows is a compromise. It is the art of the possible. It is, in the view of this Fact Finder, the type of resolution of difficult issues that one expects to find in Grand Rapids which certainly has been in a modern Michigan history a shining beacon on the west side of our State. What now follows are the proposed agreements that this Fact Finder believes, after hearing all the concerns of both parties that should be implemented to address the issue presented and permit the District

to obtain a \$24.5 million SIG Grant that can help the students with the aid of their teachers and administrators which, in the end, after implemented, will bring a sense of great professional pride to all whom were involved. What follows are the recommendations in the form of a proposed agreement. These are the recommendations of this Fact Finder.

The Fact Finder recognizes that throughout these proceedings the Michigan Education Association and the Grand Rapids Education Association have objected to the Commission's ordering an expedited fact finding hearing and to these proceedings. By meeting with the Fact Finder, the Fact Finder made it clear that the Association has reserved its right to object to such proceedings and this Fact Finder honors that reservation. Yet, hopefully, with the approach this Fact Finder has taken, he has helped the parties resolve this matter and the Fact Finder is most appreciative of the cooperation of both the Board and administration as well as the Education Associations.

The bottom line is that the Recommendations that follow do represent a reasonable compromise of the parties' respective positions and should be adopted by both parties.

RECOMMENDATIONS

The Fact Finder hereby recommends the following agreement be entered into between the parties addressing the issues raised.

Agreements
Between
Grand Rapids Education Association (GREA)
And
Grand Rapids Public Schools (GRPS)
Re: SIG Grant Implementation
Per Fact-Finding/Super Mediation Session

Replacement of Staff

B. Staffing Process.

2. Teachers who transfer to a Turnaround school will be interviewed and assigned to the Turnaround school per the process described in C, as required by the SIG regulations as well as Article 9 B of the contract.

Bumping and Transfer

C. Bumping and Transfers.

2. After all bids are processed through Article 9B of the Master Agreement by Human Resources and the Letter of Commitment is signed by the teacher, the successful bid is sent to the Principal of the SIG School for review.
3. The teacher completes an interview process with the Administration, which will take the form of a meeting with ILT Chair (or designee) and Principal of the SIG school who will provide information including staff expectations and review of the school data.
4. If the principal rejects a teacher, then the principal must articulate the specific reasons for the rejection. The reasons may not be arbitrary and capricious. The reasons must be provided in writing to Human Resources. Human Resources may overrule any principal objection that is arbitrary and capricious. Human Resources notifies the teacher of the rejection and will provide the teacher a copy of the principal's rejection.
5. The teacher may appeal a rejection, in writing, to a committee comprised of two persons selected by the GREA and two persons selected by the Administration. A 5th person will be included on the committee. This 5th person is selected from a pool of persons identified by HR and GREA (must be a current secondary level staff person). Persons selected for this pool must have the capacity to engage in discussions on the subjects.

The Chair of the committee will be decided by the above five members. Deliberations and vote of the committee will be a confidential process. Decisions will be made by majority vote of the five committee members. The matter before the committee is whether the principal's decision, based on the reasons initially articulated in writing, will be sustained.

Also present during the committee's discussions will be HR Administration and a member of the particular school's ILT team (content expert). Neither HR nor the IL T team member will participate in the deliberations or the vote. The teacher and principal may appear at the designated time and place to support their positions. HR will notify the teacher and the principal of the committee's decision.

6. The staffing process above does not supersede the layoff procedures of the Master

Agreement and the requirements of the Tenure Act.

Increased Learning Time

D. Increased Learning Time

1. Recruitment & Retention Stipend.

(a) For actual non-student time listed in #2 below, staff will be paid the curriculum writing rate (currently \$22.36). For all student tutoring time listed in #2 below, GREA staff will be paid at the rate of \$37.64 per hour.

(b) In addition to the above hourly rates in exchange for staff's commitment to work the hours described below for the 2011-2012 and 2012- 2013 school years, the District shall pay an off schedule stipend in the amount of \$700.00 for each year for teachers who complete all professional development requirements in Sections 2 and 3. If a teacher regularly assigned to SIG School completes all mandatory professional development per the LOA and does the Tuesday, Wednesday, Thursday 3 hours of tutoring, then the teacher shall receive a stipend in the amount of \$100 for each year. The stipend shall be prorated based on the active FTE in the school during a particular school year. (This stipend would not be available for time away from work on extended leave of absence {more than ten days}). The stipend will be paid in a lump sum after the completion of each school year upon dates that are agreed to by the District and the Association.

2. Work Week

The on-site scheduled hours per week applies to all GREA bargaining unit members who are directly or indirectly involved in student instruction. The Administration shall establish the regular work hours for each school no later than May 30th 2011 for the 11/12 school year and May 10th of 2012 for the 12/13 school year. The regular work week cannot be changed except for good cause related to student growth and achievement. Changes to the schedule can only be made utilizing the waiver procedure outlined in Appendix F (E) of the Master Agreement.

Note: The PD/Collaboration hours in this LOA are in addition to any PD hours required per the Master Agreement.

○ Every Monday except for Fourth Monday

1.5 hours (includes the first and third Mondays as already provided in the Master Agreement and the second and fifth Mondays-estimated 18 Mondays based on the 2010-2011 calendar). All staff will participate in the scheduled mandatory PD/Collaborative Planning as defined in Appendix K of the Master Agreement. The time for the 2nd and 5th

Monday, will be paid at the Curriculum Writing rate (currently \$22.36- see Appendix C 8 a).

○ *Tues/Weds/Thurs*

The tutoring additional hours of work will be scheduled to occur Tuesday-Thursday and will not be required during the following weeks: the first week of school, the week of Thanksgiving, the week of MLK day, the week before spring break, the week of Good Friday, the week of Memorial day and the last week of school.

One (1) hour per day of tutoring after school on a volunteer basis. This time will be paid for all GREA staff at the following rate of \$37.64. The District will budget for not less than 8 students per class, unless a lower number is required by law. Tutoring time shall not consist of non-teacher duties or administrative duties.

The District shall post the positions based on a posting for each Tuesday, Wednesday or Thursday assignment of one (1) hour of tutoring. However, a person may volunteer or bid on any combination of the three hours. The positions will also be posted by semester.

- The positions shall be offered first to qualified and certified teachers within the SIG school;
- Secondly to qualified and certified teachers within the District;
- Third to qualified and certified external teachers;
- If there are still vacancies, then the District shall assign the least senior qualified and certified teacher from the SIG School.

3. *Professional Development*

All teachers who are regularly assigned to a SIG school covered by this LOA shall participate in the following professional development above what is currently required by the Master Agreement unless otherwise noted.

- a. Thirty (30) hours to be completed between July 1 and the end of each school year. The building GREA and Administrative staff will meet before May 16, 2011 and April 30th, 2012 to determine the PD schedule for the following year. The scheduled time may be changed only by utilizing the waiver procedure outlined in Appendix F (e) of the Master Agreement.
- b. Funding for an additional fifteen (15) voluntary hours per teacher is available for Professional Development/Collaboration Time for each year of the grant. Teachers can submit a plan to the Principal for approval.
- c. In 2012/2013, fifteen (15) hours of PD/Collaboration Time in addition to

the hours required in a. above will be required if the following conditions occur:

(1) The 2011112 MEAP/MME building composite proficiency results fail to increase by a minimum of 10% over the 2010/2011 MEAP/MME building composite proficiency results. (The building composite proficiency shall be calculated by a simple mean average of the proficiency score for each subject).

and

(2) If the student failure rate of an individual teacher during the first marking period of 2012/13 is 35% or more of those students who regularly attend.

Notes:

Student Failure Rate of an Individual Teacher is defined as the percentage of students enrolled in the teacher classes receive a failing grade

Student Regular Attendance is defined as missing no more than 5 days in the 1st marking period of 2012/2013 for reasons other than snap suspensions, school approved educational purposes and state mandated testing.

If a teacher has utilized any voluntary hours in 2012/13, per section b, these will be applied to the hours required in c.

4. **Other Increased Learning Time.**

- (a) All Turnaround or Transformation Model Schools will establish schedules and implement strategies to provide increased learning time where needed and which could include:
 - (vi) Tutoring - per the District's SIG, tutoring will begin immediately after the regular student dismissal/responsibility (15 minutes after the last student responsibility - see article 12 K 3 d of the Master Agreement) as outlined in section 2 above.
- (b) Increased student learning time will be compensated pursuant to the Master Agreement, unless otherwise specified in this LOA.
- (c) For the increased instructional time with students e.g. summer sessions,

Saturday school and any other time beyond the tutoring hours described in section 2 above, the District would seek qualified volunteers from the building first. If there are no volunteers from the building to fill the necessary slots to provide increased instructional time, the District will follow the current practice and procedures to fill available slots.

5. **Effective Date.** The additional hours and increased student time will take effect May 6, 2011. For the remainder the current 2010-2011 school year, teachers assigned to the 5 SIG schools may request an exemption from the increase in the weekly work hours which will be considered on a case by case basis, which exemption will not be unreasonably withheld. The Section 2 weekly work hours will be a required part of the staff assignments for the 2011-2012 and 2012-2013 years for the affected schools.
6. The Parties understand that all compensation agreed to per this LOA is subject to approval and full funding of the SIG grant by MDE for 2011-2012 and 2012-2013. If the parties are notified that full funding will not occur, they agree to reconvene with the assistance of the Mr. George Roumell, Jr.

Evaluation¹

E. Evaluation.

3. The District will use the revised version of the locally adopted competencies as outlined in the existing GREA Master Agreement to measure the effectiveness of professional staff in meeting the needs of students. In compliance with Sections 1249 and 1250 of the Revised School Code and the expectations of SIG and 1280c, the District will add a fifth domain for teacher's evaluation centered around Student Growth. The Student Growth domain will measure actual Student Growth, excluding students who transfer in or from the school, have chronic attendance problems, who are expelled or who have not been part of the student assessment cycle. Consideration will be given to teachers on long term leaves of absence approved by the Human Resources Department. Until replaced by the new evaluation system per the September 27, 2010 LOA, the Student Growth Domain will account for 40% of the teacher's evaluation with one half of the 40% (20%) based on state and national assessments where available, and the remaining one half of the 40% (20%) will be based on District, school and other assessments. Observations will be conducted by a designated evaluator per the Master Agreement.

¹ The parties have signed a Letter of Agreement on September 27, 2010, regarding implementation of Section 1249 and 1250 of the School Code. (See #3 of the LOA dated 9/27/2010).

4. **Effective Date.** If permissible by law, the Student Growth component of the evaluation will not count against a teacher's evaluation for the 2011-2012, school year and any evaluation that is less than "meets expectations" will be based on factors other than student growth for these school years.

Student growth and achievement data will be connected to teacher evaluations for the 2012-2013 school year, or earlier as established by the new evaluation system. Student Growth is defined as the change in achievement for an individual student between two or more points in time. For grades in which the State administers summative assessments in reading/language arts and mathematics, student growth data must be based on a student's score on the State's assessments under section 1249.

APPENDIX A
Letter of Commitment
SIG Schools

I understand that my school is receiving funds from the School Improvement Grant (SIG), which means corrective action must occur. By signing this agreement, I agree that:

1. I have read the Letter of Agreement between GREA and GRPS. I have read the redesign model that is in place for the SIG school and I will work with my principal to assure that I receive the training that is necessary for my position.
2. I understand that, once I have the training and necessary materials, I will be expected to implement the curriculum and program changes.
3. I understand that my performance evaluations will still be subject to the conditions of the GREA contract. I also understand that my performance evaluations will be subject to the new evaluation language under the Letter of Agreement.
4. I understand that as a teacher in a SIG school there may be increased visitations to my classroom of not only district staff, but also state staff. I understand that these additional visitations will not be used for evaluative purposes, unless they follow the procedures under the Master Agreement and SIG LOA.
5. I understand that I will be expected to participate in peer walk-throughs of other classrooms, and that my classroom will have walk-throughs by peers and/or other district staff. I understand that these additional walk-throughs will not be used for evaluative purposes, unless they follow the procedures under the Master Agreement and SIG LOA.

Name: _____

Date: _____

Please Print Name: _____

Employee ID # _____

Building: _____

CC: *GRPS Human Resources*

George T. Roumell, Jr.
GEORGE T. ROUMELL, JR.
Fact Finder

April 7, 2011