

GRAND BLANC EDUCATION ASSOCIATION

MASTER CONTRACT

June 30, 2011 - August 19, 2013

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MASTER CONTRACT

*Grand Blanc Community Schools
Grand Blanc Education Association, Inc.*

This Agreement entered into this month of June, 2011 by and between the Board of Education, Grand Blanc Community Schools of Grand Blanc, Michigan, hereinafter called the "Board", and the Grand Blanc Education Association, Inc. hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Grand Blanc is their mutual aim and that the character of such education depends upon the quality and morale of administrative, teaching, and supportive services, and,

WHEREAS the Board has Statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with the respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings and therefore:

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

ARTICLE I

Recognition

- A. The Board of Education, Grand Blanc Community Schools, hereby recognizes the Grand Blanc Education Association, Inc., as the sole negotiating agent for all certified personnel, including school nurses and teachers vocationally certified, but excluding substitutes, non-seniority accruing employees, adult education instructors, members of the supervisory and administrative staff, such as Superintendent, Assistant Superintendent, Director of Curriculum, Director of Employee Relations, Administrative Interns, Principals, Assistant Principals, Coordinators, Director of Special Education and Supportive Services, regarding wages, hours and terms and conditions of employment with the Grand Blanc Community Schools all in accordance with the terms as set forth in P.A. 379 of 1965. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for duration of this Agreement, unless required by law to do otherwise.
- C. Bargaining unit work shall be performed by those who are defined as certified teachers, who are under contract and who are represented by the bargaining agent, except in the case of emergencies or experimental cases. Consultation with the Association shall occur where emergency or experimentation are unusual in nature or scope.
- D. Extra-duty assignments, as defined in Appendices E and F, shall normally be a corollary to the instructional program and shall be performed by certified teachers employed within the Grand Blanc School District who are represented by the bargaining agent, except where no applicants within the bargaining unit exist, or unless an applicant from outside the unit is clearly superior in qualifications to applicants from within the unit.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher rights as they may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II
Teacher & Chapter Rights & Responsibilities

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. The Association shall have the right to use school building facilities at all reasonable hours for meetings, provided established procedure is followed in requesting such use. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin board in designated areas mutually agreed upon and other established media of communication, where the distribution is solely to the staff, shall be made available through normal channels to the Association, at no expense to the Board of Education.
- C. The Board, through the Superintendent, agrees to make available to the Association, in response to reasonable requests, available information which is compiled in an established form report or which is a matter of public record.
- D. The teacher shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration, providing that such policies, rules and procedures are not contrary to the provisions of the Master Contract.

ARTICLE III

Board Rights and Responsibilities

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

Article III - Continued

9. Determine the size of management organization, its functions, authority, amount of supervision and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV
Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Teachers shall not be required to report more than one (1) day prior to the beginning of first semester classes or to remain more than one (1) day after class sessions or examinations at the end of the second semester, except for professional development as provided in Appendix K, Section I. This, however, is not intended to preclude any arrangement to the contrary if mutually agreeable between teachers and administrators involved.
- C. The calendar governing the operation of the Grand Blanc Community Schools will be negotiated annually, subject to the following regulations:
 - 1. The calendar as established annually shall become Appendix G of this contract.
 - 2. If the calendar, as established, cannot be met, the parties will negotiate any adjustments.
- D. Daily Association business shall be conducted in such manner as will not interrupt the educational process, except that if it occurs that a teacher is engaged during the school day in negotiating in behalf of the Association with any designated representative of the Board, or participating in any professional grievance negotiation with said representative of the Board, including arbitration, providing arbitration is agreed to, such teacher shall be released from regular duties without loss of salary.
- E. Any member of the Association who is involved in any multi-district, regional or state professional meeting, by virtue of position, which must be certified in advance to the Administration, such as local president, vice-president, representative assembly delegate, association representatives and state committee members will, if feasible from a practical standpoint, be excused to attend such meetings without loss of pay provided approved coverage for the teacher involved shall be furnished where needed by the Association and without cost to the Board.

Reasons for any refusal shall be furnished upon request of the Association.
- F. The Board may set the pay for new extra duty positions and will review them annually with the Association.
- G. Any teacher assigned during his/her normal preparation period will be reimbursed at the rate of \$19.81 per hour for the 2011-2012 and 2012-2013 school year. No teacher shall be directed to assume a teaching assignment during his/her normal preparation period for more than five (5) consecutive days in the same specific assignment. For the duration of this year agreement, the rates are:

Article IV continued:

H. Members of the Grand Blanc Education Association, Inc. (GBEA) are to receive their per period contracted rate of pay when the following conditions are met:

1. When the teacher teaches more than one day in the same assignment during his/her normal preparation period assuming the responsibility of the regular teacher (i.e., lesson plans, grading assignments, parent contacts, classroom management, etc.).
2. When the teacher teaches in an area in which they are certified and qualified according to the Master Contract, Article XIII, Section F.4.
3. In any other situation in which the district contracts with a teacher for his/her hourly rate, the arrangements, including sick day usage, shall be worked out by the parties to this agreement prior to commencement of the work by the teacher.

I. Merit pay

The school district reserves the right to pay staff members Merit Pay pay of up to 0.5%. The exact amount of the Merit Pay shall be set by the district. One factor in the district determination regarding the amount of Merit Pay shall be the increase of health insurance premiums over the prior year. Any increase over 7% shall reduce Merit Pay. The parties acknowledge the payment of Merit Pay in one year does not create an expectation of Merit Pay in future years. Any disputes regarding Merit Pay shall be processed through the mediation process, not the grievance arbitration process. Any Merit Pay will be reviewed with the GBEA as it is developed and prior to announcement and implementations.

ARTICLE V

Teaching Hours

- A. Elementary teachers shall not be assigned more than seven hours and twenty minutes (7 hours and 20 minutes) in a continuous block of time subject to provisions in Paragraph C of this article. Middle School and High School teachers shall not be assigned more than seven hours and fifteen minutes (7 hours and 15 minutes) in a continuous block of time subject to provisions in Paragraph C of this article.
- B. It is understood by the Board and the Association that starting and ending times in "A" may be adjusted to accommodate such things as changes in the transportation arrangements for students, provided that such changes shall not increase the teaching day outlined in "A" above.
- C. The Association and the Board recognize that professional responsibilities are not normally confined to teaching hours. While the above teaching hours may define the normal teaching day, it is also recognized that there will be professional obligations which must be met without additional professional compensation. The obligations include, but are not limited to: individual parent initiated conferences and consultation with administrators. In case of emergency, teachers are obligated to assist and supervise children after regular working hours.

Individual parent initiated conferences shall be scheduled by the teacher at a time that is convenient to him/her but within three (3) working days of the parent request.

Participation in evening activities which relate to or strengthen the school's educational program shall be mutually determined by the administrator and the teaching staff of the building. Teacher participation in such evening activities shall not be required beyond 9:30 p.m.

Every effort will be made to minimize the number and length of staff meetings.

- D. All teachers shall be entitled to a duty free lunch period of at least thirty (30) minutes, and more if practical. Prior to June 1 of each school year, each elementary principal shall meet with the building staff to gather staff input regarding the scheduling and implementation of the lunch room program for the succeeding school year. The discussion may include but not be limited to:
 - a. Safety, health and behavior considerations for students
 - b. Teacher lunch hour schedules and duties
 - c. Utilization of noon hour supervisors

With respect to the 30 minute duty free lunch schedule for teachers, the only circumstance whereby a teacher may receive less than a 30 minute duty free period would be the result of a teacher decision to "flex schedule" staff noon hour assignments. In the event that problems related to this noon hour procedure cannot be resolved at the building level, the Assistant Superintendent for Instruction will further review and attempt to resolve such problems.

- E. The elementary art program shall have these conditions: teaching hours - 7 hours 20 minutes: teaching load and assignments - two (2) 40 minute planning periods for any 15 school days (teachers K-5) in addition to contractually agreed upon planning periods specified for elementary.

ARTICLE VI

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairpersons, where established by the Board, will have twenty (20) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The normal weekly teaching load in the middle school will be thirty (30) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairpersons, where established by the Board will have twenty-five (25) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The administration will attempt to limit the number of preparations to three (3) at the high school. This, however, does not preclude teachers from voluntarily assuming additional preparations.

B. At the elementary level, the Board agrees to provide one 30 minute period and one 25 minute period during the instructional day for purposes of a professional nature.

This shall also preclude the subsequent assignment of other regular teachers to the same "temporary or emergency" assignment by means of usurping said teacher's preparation period.

No departure from these norms, except in case of emergency or experimental programs, shall occur without prior consultation with the Association.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.

D. Teachers shall be notified of tentative grade assignments in the elementary school grades and of subject area assignment in the secondary school grades by their principals as soon as feasible and prior to August 10, and if reassignment is made, it will be in writing.

E. Elementary Splits

1. The Board will attempt to use the following guidelines in assigning teachers to elementary split-grade classrooms. It is recognized that while this is an obligation of the Board, it may not always be possible to comply with the following but that a good faith attempt will be made by the Board.

a. Volunteers for split-grade classroom assignments will be sought.

b. Principals will not assign teachers to split-grade classrooms for two successive years unless the teacher consents to the assignment.

c. Beginning teachers just out of college with no teaching experience will not be assigned to split-grade classrooms.

Article VI continued:

2. Enrollment in split-grade classrooms will be limited to the contract class size limitation for the lowest grade making up the combination, except if such class size restrictions should require the transfer of students and/or the hiring of new staff. In no case shall the class size exceed that for the highest grade making up the combination.
3. Each Teacher of split-grade classroom will be provided an additional \$200 for purchase of supplies/materials.
4. Teachers of split-grade classrooms will be provided with a substitute teacher one day per marking period. This assistance will allow the teacher additional time to prepare for such responsibilities as multi-grade classroom materials, projects and lessons, as well as reports to parents.
5. The above provisions apply only to load-bearing K-5 classrooms and do not apply to such classes as art, music, physical education and special education.
6. The teacher of split-grade classrooms should have recent experience teaching in one or both of the grades involved in the split.
7. Teachers who have been on lay-off for two or more years generally will not be placed in split-grade classrooms upon call-back.
8. Teachers of split-grade classrooms should have input into the characteristics of students that will make-up the class. The receiving teacher will, if at all possible, have the opportunity to meet with the sending teachers and principal when a split-grade classroom is being formed.
9. It is highly desirable that students being considered for placement in split-grade classrooms should be performing at or above grade level and have the ability to work independently.
10. Consideration will be given to the placement of new enrollees in a building such that it will maximize that student=s compatibility with existing classes. This may involve not placing the student in a split-grade classroom depending on his or her skills and the class sizes of the other classes in the building.

G. Middle School

Middle school team members shall be allowed two days during the school year, to be scheduled by the administration, for team planning. An additional two days pay will be at summer curriculum rate, will be scheduled for team planning prior to the start of the school year. Attendance at the two summer sessions is voluntary.

- H.** Any teacher who feels that children in his/her classroom need assistance and/or additional resources, due to educational problems resulting from inclusion and/or because they have a very difficult classroom, may submit a Request for Assistance to their building principal for review.

Article VI - continued

The principal will act on the Request for Assistance by approving it as submitted or in modified form, by denying it, or by forwarding it to the building Child Study Team and/or Assistant Superintendent for Instruction for review and action.

After review by the building principal, a teacher may submit the Request for Assistance to the building Child Study Team.

The building Child Study Team may approve a Request for Assistance as submitted or in modified form, deny it, or forward it to the Assistant Superintendent.

The principal, the building Child Study Team and the Assistant Superintendent may consider the following options in formulating assistance they may implement or recommend for implementation:

1. lower class size
2. teacher assistant
3. transfer of students to other classes or buildings
4. more resources, as for classroom supplies
5. use of substitute teachers
6. hiring of another teacher
7. creating split classes
8. extra preparation time
9. extra pay
10. funds for in-service, classes, etc.
11. other assistance

The building principal, Child Study Team and Assistant Superintendent will respond to Requests for Assistance within five (5) school days unless mutually agreed otherwise.

The parties understand only the Assistant Superintendent for Instruction has the authority to approve recommendations which result in additional costs to the school district.

ARTICLE VII Teaching Conditions

- A. Because the pupil-teacher ratio is one important aspect of an effective educational program the parties agree that class size should be adjusted to provide a teaching-learning situation that reflects current practices that are professionally recognized to be educationally sound.

All reasonable methods of reducing the work load caused by overcrowded classrooms will be considered and changes decided upon will be implemented as soon as feasible. This may include, but not be limited to, voluntary lay assistance, combination classes and re-distribution of pupils via attendance areas.

It is recognized by the Board of Education and the Grand Blanc Education Association that lower class sizes at the kindergarten, first and second grades are important considerations in the highly formative years of a child's education. The parties agree to continue their efforts to effect lower class sizes at these levels subject to availability of revenue and curriculum needs of the district.

This equalization process shall provide that each elementary program shall not deviate more than three (3) students either above or below the district-wide average at the K-2 and 3-5 levels, either between or within buildings unless mutually agreed upon by the teacher and/or teachers involved in a particular elementary building and the elementary principal. K-2 and 3-5 grades shall be computed separately, subject to the provisions stated above.

It is understood that the question of rounding off fractional numbers will be resolved through the following method: the number of elementary students 1-5 will be divided by the number of sections 1-5. The average will be carried out two (2) decimal points. If that decimal is greater than fifty (50), the decimal will be rounded to the next highest consecutive whole number. If the decimal is fifty (50) or less, the decimal will be rounded to the lower consecutive whole number. The computation shall exclude such classes as emotionally handicapped, music, physical education and art.

Insofar as it is possible and appropriate, the enrollment at certain key buildings or Classrooms shall be established in such fashion as to absorb anticipated enrollment growth in the district throughout the school year. Where such initial enrollment is established, it is recognized by the parties that deviations below the district-wide average may exist beyond the 4th Friday date, and possibly throughout the school year. It is agreed by the parties that after April 1 class sizes may exceed by one (1) additional student, the maximum as established above.

Further, the Board of Education shall supply to the Grand Blanc Education Association a report of pupil-teacher ratio at each elementary building. Such information shall be provided not later than October 31 of each school year.

During the life of this contract, a pilot program may be instituted whereby class size may deviate below the equalized ratio in conformance with Article XX, Section C.

Article VII - continued

Section B of this article will be implemented should State or Federal mandates require: not currently mandated;

- B. The parties recognize that by Public Act all employees of the Board of Education are required to present evidence of freedom from communicable tuberculosis as a condition of entering its employment, and annually or tri-annually thereafter, including all full and part-time personnel or day-to-day substitutes, on the basis of tests conducted in accordance with section 7 of the Act.

Article VII - continued

Such statement of freedom from communicable tuberculosis shall be filed with the employee's personnel file.

As required, a clinic for the administration of the tuberculosis Tine or PPD test will be scheduled for the Fall, in cooperation with a county agency, after the start of the school year. All teachers may avail themselves of this testing service, the cost of which shall be borne by the Board. Those teachers who have had previous "positive" reactions to a tine, and such reaction is a matter of record, shall be referred to the County Health Department for a PPD test. If such a person has a previous positive reaction to a PPD test, and such reaction is a matter of record, a teacher will be referred to the Board designated agency for x-ray. The Board shall retain the right to designate such physician. If a teacher produces a medical statement to the effect that he or she is unable to take the tine or PPD test because of other medical reasons, he or she will be referred for an x-ray examination to a doctor designated by the Board of Education. It is the responsibility of the employee to furnish a written statement prior to the issuance of authorization for an x-ray exam. Any person wishing to choose another acceptable form of TB test, other than that made available by the Board as outlined above, shall bear all costs of such test.

Any person entering the employ of the Board, after termination of the scheduled tests, shall assume all costs of such tests.

- C. The Board recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, assessment instruments and similar materials are the tools of the teaching profession. The teachers and Administrators will confer from time to time for the purpose of improving the selection and use of such educational tools, and wherever appropriate to respective disciplines, such materials shall include the contributions of minority groups. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the staff.
- D. Teachers shall be entitled to full rights of citizenship, and a private life, and no 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.

Teachers currently employed and under contract shall not be required, as a condition of continued employment, to reside within the Grand Blanc School district.

Article VII - continued

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

F. Payroll Deductions

1. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Area School Employees Credit Union. It is understood that those wishing to enroll, to make changes (once enrolled), or to drop from participation in said credit union, shall make all such arrangements through the Flint Area School Employees Credit Union, who, in turn, will furnish all necessary information, forms, authorizations, etc., to the Business Office of the Grand Blanc Community Schools.
2. The Board agrees to provide payroll deduction for bargaining unit members for the purpose of participation by the members in tax sheltered annuity plans. The carriers for tax sheltered annuity plans shall be mutually selected by the Board and the Association.
3. It is agreed between the Association and the Employer that automatic deductions may be made from an employee's paycheck for any of the following:
 - a. Any monies owed by the employee to the Union
 - b. Any monies owed by the employee to the Employer
 - c. Any dues owed to the union due to underpayment of dues
 - d. Any wages owed to the Employer due to overpayment

This agreement shall be conclusively construed as an employee's voluntary authorization to deduct from such employees all monies owed to the Employer or Association.

4. The parties agree that it is just and reasonable cause to discharge an employee for failure to comply with Article XVIII or failure to pay the school district any monies owed to the school district.
 - a. To implement a discharge for failure to pay dues, the Association will follow the process outlined in Article XVIII.
 - b. To implement a discharge for failure to pay the school district any monies owed the school district, the district must have given the employee a notice of the monies owed, and ninety (90) calendar days to repay all such monies or have negotiated a mutually agreed upon payment schedule.

G. Part-Time Employees

1. Employees assigned less time than as set forth in Article V, section A shall be classified as part-time employees.
2. Basis for establishing per diem salary rate for part-time employees shall be their appropriate step in the salary schedule multiplied by the percentage of time assigned daily.

Article VII - continued

3. There shall be no eligibility for fringe benefits except as specified in Article XIII, Section G - Sick Leave, which shall be pro-rated on the same portion of salary.
- 4.. For services rendered after August 25, 1993, seniority shall accrue accordingly:
 - a. Teachers assigned 50% or less will accumulate 2 year seniority.
 - b. Teachers assigned more than 50% will accumulate a full year of seniority based upon their first day of work.
5. Movement on the salary schedule shall occur only at the time other employees are moved and only upon pro-rata accumulation of service which would equal one-half year of full-time equivalent service (movement at one-half steps only).
6. Part-time employees wanting a full time position for the next school year shall make such requests in accordance with the following schedule:
 - a. For openings which may occur in the second semester of the current school year file requests not later than November 15 of that year.
 - b. For openings which may occur after the close of the current school year but prior to the beginning of the ensuing school year - file requests not later than March 15, of the current school year.

H. Selection of Department Chairpersons/K-8 Subject Area Chairpersons

Applicants for position of Department Chairpersons/K-8 Subject Area Chairpersons shall be screened in accordance with the following procedure:

1. The positions shall be posted as indicated in the Master Contract, identifying the qualifications sought.
2. Interested candidates shall apply in writing to the Personnel Office, listing their qualifications.
3. The Personnel Office shall evaluate candidates in terms of the qualifications listed.
- *4. The Personnel Office shall submit a slate of qualified candidates to the department involved and to the building principal.
- *5. The principal and the department shall independently consider candidates from the slate presented.
6. The principal and the department shall submit written and documented recommendations independently to the Personnel Office.
7. The Personnel Office shall recommend an applicant to the Superintendent, who in turn will present a recommendation to the Board of Education.

*High School only.

Article VII - continued

I. Supervising Teachers for Student Teacher Placement

Upon notification from the Personnel Office to building principals or program supervisors, a volunteer list of supervising teachers to their respective teaching discipline will be prepared and processed for student teaching placement as follows:

1. Volunteer teachers shall have attained tenure status and have completed the additional hours required for certification.
2. A list of qualified volunteer supervising teachers shall be submitted to the Personnel Office and a copy to the building AR. Such list shall be processed by the building principal, program supervisor, building AR and department chairperson, where such position exists.
3. When student teaching placement requests are received from university coordinators, the Personnel Office will exercise the discretion of forwarding student placement resumes to a building.
4. The building principal, program supervisor, building AR and department chairperson, when such position exists, shall determine the number of student teachers to be accommodated and who the supervising teacher shall be and so notify the Personnel Office.
5. The Personnel Office shall arrange for the university coordinator to meet with the building principal and/or the principal's designee and supervising teachers selected for the process of placement.
6. Funds deposited with the GBEA from universities for supervising teachers may be drawn up by voucher from the Personnel Office, with approval of the Association, for items directly related to the student teaching placement program.

J. Medically Fragile

When a teacher is assigned a medically fragile student, the teacher shall not be required, except in an emergency, to perform routine scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions, nor, except in an emergency, to render scheduled care or maintenance to help with any bodily functions which would not ordinarily be administered to a non-medically fragile student. In a situation where it is required that a student be lifted or transported, the teacher may request assistance, such assistance shall not be unreasonably denied.

ARTICLE VIII

Vacancies, Promotions, Staff Reduction and Recall Procedures

- A. Vacancies - The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration subject to the following:
1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No vacancies shall be filled permanently except in the case of emergency until such vacancy shall have been posted for at least ten (10) days, except that during vacation periods such notice of vacancy shall be posted in the Central Office and a copy of such notice sent to the Association. In the event no applications for a position so posted are received, such position shall be filled without further obligation to requirements under this Section.
 - a. A vacancy shall be defined as a current or new position in the bargaining unit which the school is attempting to fill and which is expected to last more than ninety (90) work days.
 - b. The aforementioned posting procedure shall be waived under the following conditions:
 - (1) When a person has been involuntarily transferred, or is re-assigned due to layoffs, cuts or changes in program, or is relocated from one building site to another building site; however, the conditions controlling transfer and reassignment as specified in Article IX shall be applied.
 - (2) When there exist people on layoff or leave of absence who desire return to employment and who are certified and qualified for a vacancy.
 2. Any teacher may apply in writing for such vacancy, stating his/her desires, qualifications and experience. In filling such vacancy, the Superintendent of Schools agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.
- B. Promotions - The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:
1. Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of paragraph A of this Article.
 2. It shall be the policy of the Board of Education and the Administration jointly to consider members of the teaching staff who have properly applied for such vacancies or openings. The Superintendent of Schools and/or Board of Education shall give due consideration to all candidates for such vacancies or openings from within or without the school system.
 3. Any teacher who accepts a position as an Administrative Intern shall have his/her position treated as a temporary vacancy for the duration of that school year.

Article VIII - continued

C. Reduction of Personnel

1. Conditions:

- a. It is hereby recognized that it is within the discretion of the Board of Education to reduce staff when:
 - (1) There is a decrease in student enrollment in the district.
 - (2) There is a decrease in the revenues of the school district.
 - (3) Available revenues are not sufficient to meet additional costs (but excluding cost increases due to new staff positions and programs, except those required by law).
 - (4) The Board deems it necessary to make program cuts.
 - (a) In the event of program cuts or elimination, a person whose program is cut or eliminated will be able to move, by seniority, into an available position for which he/she is certified and qualified. The Board is not obligated to create new positions for these people.
 - (b) Any staff member re-assigned under the above whose previous assignment came under the "Provisions for Special Classification", Appendix D of the Master Contract, shall become ineligible for such additional pay over the teacher's salary schedule.
- b. When reduction of staff is made, the Board shall attempt to provide similar reduction in other areas, provided they are feasible and practical. Teachers on leave shall be given layoff notices at the same time other teachers are given layoff notices; layoff notice to teachers on leave shall be given if actively employed teachers are given layoff notices.
- c. Prior to layoff, teachers shall be given notice of said layoff. For layoff in the Fall semester, notice shall be given by May 1; and for layoff in the Spring semester, notice shall be given by December 15.

2. Procedure:

- a. The Board will state to the Association the reasons for determining that a reduction of staff is deemed necessary.
- b. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individual teachers to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list prior to notification of the individual teachers and prior to the notification deadline. In the event there are teachers with equal seniority, certification, and qualification to be notified of layoff, a lottery will be jointly established to determine order of layoff.
- c. Reduction of certified personnel who are members of the bargaining unit will be made according to seniority, certification, and qualification in the following order:

Article VIII - continued

(1) Probationary employees will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

(2) Tenure teachers.

d. Any tenure teacher who would have qualified for retirement during the reduction year and who intends to retire in the following year shall be permitted to teach that year so as to acquire the needed service.

D. Laid Off Personnel

1. When a teacher is not able to accept a position upon notification by the district because of: (1) not being able to be released from a contract with another district; (2) illness; or (3) an educational commitment, layoff status shall be extended upon written request to the Personnel Office according to the formula in Article VIII, F.1,f. If none of these conditions exist, the teacher's recall rights are terminated.

2. In the event there is not a position opening available for a laid off teacher, then layoff status will be extended until a position is available, if written intent to return is made to the Personnel Office by March 15 of each year, according to the formula in Article VIII, F.1,f.

3. The laid off teacher shall receive no insurance benefits at Board expense, except that if a teacher is laid off during the school year, the premiums shall be paid through the quarter in which the layoff becomes effective or if a teacher is laid off at the end of the school year, the premiums shall be paid through the summer. Provision will be made where possible that teachers may continue, at their own expense, insurance coverage at the group rate for the duration of the layoff.

4. The teacher's seniority shall not accumulate, but shall remain frozen. Layoff shall not result in the loss of accrued benefits such as accumulated sick leave or credit for previous years of service. Upon return to the district, the teacher shall assume the step position on the salary schedule which the teacher would have held had the teacher been actively employed in the district to a maximum of one (1) year's credit.

5. In the event of layoff, the Board will assist separated personnel in their attempts to secure other teaching positions by:

a. maintaining a file of Placement Bureau publications.

b. writing letters of reference.

c. posting in Central Office any available positions in other districts for which notification has been received.

d. giving laid off teachers preference as substitutes.

E. Recall of Certified Personnel Who Are Members of the Bargaining Unit:

1. A list of people eligible for recall including teachers on layoff and teachers on leave of absence shall be maintained by the Personnel Office.

Article VIII - continued

2. The district shall mail notices to the teachers on the above list by February 15 notifying them of their obligation to request return to employment.
3. To be eligible for recall the teacher shall:
 - a. Have maintained a current address with the Personnel Office.
 - b. Have notified the Personnel Office by March 15 of intent to return to active employment.
 - c. If a teacher does not comply with the above provisions he/she shall be placed at the bottom of the recall list for that year but for that year only. If a teacher does not comply with the above provisions for two years, the teacher shall lose all previously acquired seniority.
4. Teachers shall be recalled in inverse order of layoff by seniority for position openings for which they are certified and qualified as follows:
 - a. Tenure teachers and tenure teachers on leave of absence according to return rights as specified in Article XI.
 - b. Probationary teachers and probationary teachers on leaves of absence according to return rights as specified in Article XI.
5. If a position exists within the district for which the teacher is qualified and certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within five (5) days of receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or shall request an extension of layoff status as outlined in Section D, 1, or it shall be determined that the teacher has terminated his/her employment and loses all previously acquired seniority.
6. No new staff shall be hired until all staff who are laid off or on leave who are certified and qualified to fill a vacancy have been offered an opportunity in writing to return to active employment.
7. A teacher who is laid off and who is paid unemployment compensation benefits during the summer following the layoff and who is recalled to a teaching position prior to the first student day of the next school year will be paid for the next school year according to the following schedule:
 - a. If a recall offer had been postmarked on or before August 1, the teacher will be paid an annual salary rate which will be equal to the rate of the salary the teacher would have earned had the teacher not been laid off when 100% of the unemployment compensation received by the teacher is included.
 - b. If a recall offer had been postmarked on or before August 15, the teacher will be paid an annual salary rate which will be equal to the rate of the salary the teacher would have earned had the teacher not been laid off when 50% of the unemployment compensation received by the teacher is included.

Article VIII - continued

- c. If a recall offer had been postmarked on or before August 10, and a teacher on the seniority list declines the position, or fails to respond, then any teacher that is subsequently recalled to the same position will

be subject to the 50% unemployment compensation offset as specified in b. above.
- d. If a teacher is recalled after August 15, and the position has not been the subject of a previous recall offer, then the teacher shall not be subject to any unemployment compensation offset.
- e. Such deduction shall be pro-rated over 21 or 26 pays, dependent upon the teacher's selection of pay option.

F. Definitions

- 1. Seniority for the purpose of this article shall be defined as non-terminated years of employment in the district.
 - a. Per diem substitutes do not accrue seniority; long-term substitutes will accrue seniority from the initial time of the long-term assignment provided they move without interruption of service into contractual assignment in the district. This provision is not retroactive beyond September, 1976.
 - b. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
 - c. Seniority shall accrue only for leaves as provided by law.
 - d. Effective September 1, 1985 and not retroactive, seniority shall accrue for up to sixty-five (65) days for an employee on sick leave.
 - e. A seniority list shall be prepared by the Board and presented to the Association and to each building during January of the current school year which shall include all bargaining unit personnel. In the future, changes, correction, and additions to the current seniority list will be prepared by the Board and posted in each building and a copy will be sent to the Association. The seniority list and the update shall be presented at least thirty (30) days before any Board action to lay off staff. Any teacher or the Association may challenge the accuracy of the seniority list or the update within thirty (30) days of its publication.
 - f. Teachers shall maintain recall rights and seniority for the number of years equal to their seniority in the Grand Blanc Community Schools.
 - g. Part-time employees will accumulate seniority as described in Article VII, Section G.
- 2. ACertified@ shall be defined as a State recognized valid teaching certificate, except for positions such as Social Workers, School Psychologists and School Nurses.

Article VIII - continued

3. Changes in Certification

Teachers shall meet certification requirements to be considered for placement in a new area of certification for the following year. For the school year, teachers must present the Personnel Office with a letter of endorsement recommendation from the college certification department prior to March 15. The Association and the teacher hereby agree to waive the sixty (60) day notice requirement before layoff. If the teacher does not present to the Personnel Office the actual Michigan Department of Education certificate one calendar week before the first teacher work day, the teacher shall be laid off. Placement in the new area of certification shall not be made unless the certification is presented to the Personnel Office one (1) calendar week before the first teacher work day.

4. Qualified shall be defined as:

- | | |
|----------------|---|
| Grades
K-5 | a. K-5 or K-8 certification and |
| | b. Student teaching in grades K-6, <u>or</u> successful teaching experience within the past five years at the K-6 level. |
| Grades
6-8 | a. K-8, 7-8, 7-12, or 9th grade certification and a major or minor or the equivalent hours in the specific teaching area, <u>or</u> , |
| | b. Certification as above and student teaching experience in the discipline, <u>or</u> successful teaching experience during the past five years in the discipline. |
| Grades
6-12 | a. 9-12 certification and a major, minor, or the equivalent hours <u>or</u> |
| | b. Certification and student teaching in the specific discipline, <u>or</u> successful teaching experience in the specific discipline during the past five years. |

All Grades ...Special certification and qualification as required by law.

- | | |
|--|--|
| | a. All teachers must have sufficient hours to meet North Central qualifications in the discipline they are teaching. |
| | b. Meet all standards to fully comply with Highly Qualified status as defined in appendix L. |
5. "Service" in the school system shall, for purposes of this Agreement, mean continuous active employment, under contract as a certified member of the staff, but shall exclude all periods when a teacher was on leave of absence unless otherwise provided in this Agreement.

- F. Withholding of Anticipated Operating Revenue - In the event that during the course of the school year anticipated revenue is being curtailed, withheld, or not forthcoming for any reason, and it is determined that the school year must be shortened or curtailed because of such financial crisis, such announcement and determination shall release the Board from further responsibility for payment of all contractual salaries and benefits to all teachers for the duration of the school year provided the following conditions are met:

Article VIII - continued

1. The teacher contractual salaries shall be pro-rated and paid out in relationship to the contractual attendance days completed, any "orientation and record days", and the seven paid holidays, all of which have occurred within that portion of the school year completed. Paid holidays for purposes of compliance in this section are: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Good Friday, Memorial Day and Labor Day. Daily pay schedule is computed by dividing base salary by number of contractual work days.
 2. At the time the Board halts the school operation under this clause, the Board shall pay each teacher those amounts due the teacher as summer pay held in escrow at that time.
 3. Provisions will be made, where possible, that teachers may continue, at their own expense, insurance coverage at the group rate.
 4. Each teacher affected by this clause shall remain available to return to the district through June 30 of that school year or shall forfeit rights under Paragraph F of this Article except that the teacher shall be entitled to reinstatement as of the beginning of the following school year if such intention is made known in writing.
 5. The closing of school shall be the last alternative resorted to after all other reasonable alternatives have been explored and after consultation with the Association.
 6. The parties agree to maintain close contact during the administration of this Article and to negotiate between them the resolution of any unforeseen circumstances which may arise.
- H. The Board will offer an opportunity for the Association to confer prior to any millage election. The Association will put any suggestions regarding the millage election in writing.
- I. Pursuant to the authority set forth in Section 617 of the school code as amended, and under Section 125 of the Internal Revenue Code, the Board agrees to furnish to all teachers the aforementioned insurance protection and options.

All administrative cost relating to the implementation and administration of benefits under the Section 125 plan shall be borne by the employer. The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The district will consider contracting with MESSA for administration of the Section 125 plan.

ARTICLE IX

Transfers

- A. Since the frequent transfer of teachers from one school to another may be disruptive to the educational process and interfere with optimum teacher performance, the parties agree that un-requested transfers of teachers are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. Transfers will be for good reason. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented in writing to the Grand Blanc Education Association, Inc. and the teacher involved, where requested.
- B. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board or its representatives will not, in any case, assign or transfer a teacher without every reasonable effort to hold prior discussion with said teacher, nor for purposes of punishment. Such transfers or changes of assignment shall be on a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school system and the pupils. The reasons necessitating involuntary assignments or transfers shall be provided in writing upon request by the individual or the Association.
- C. In the event that transfers of teachers appear to be necessary, information concerning vacant positions in other schools shall be made available to those teachers being transferred.
- D. A teacher desiring a change in a full time teacher assignment may make his/her desire known to the Personnel Office in writing, or such other form as may be provided, stating the reasons for a specific position desired. Such written statement shall be considered as an application at such time the position requested becomes vacant.

Such requests shall be made in accordance with the following schedule:

- 1. For openings which may occur in the second semester of the current school year - file request not later than November 15 of that year.
 - 2. For openings which may occur after the close of the current school year, but prior to the beginning of the ensuing school year - file request not later than March 15 of the current school year.
- E. Part-time to full time requests - See Article VII, Section G #6.
 - F. Part-time teachers will be given available positions with more teaching hours based on their seniority and certification. However, no more than one such change in assignment will be allowed during the school year if it would cause the students in a classroom to have more than two teachers during a school year.

Any part-time teacher denied a move to a position with more teaching hours pursuant to the above paragraph shall accrue seniority and salary credit as if he/she had moved into the position with more teaching hours.

Article IX - continued

Any part-time teacher denied a position with more teaching hours shall be given the position the following school year unless the teacher would have been laid off if he/she would have moved into the position.

A position that would have normally gone to a current teacher under the first sentence of the first paragraph of this section, but which is not offered a teacher because of the conditions specified in the second sentence of the first paragraph, shall be considered a temporary position. A teacher hired into such a temporary position shall be given a contract indicating the position is temporary and belongs to another teacher at the beginning of the subsequent school year.

ARTICLE X

Sick and Personal Business Leave

- A. Sick and personal business leave will be granted to all full-time certified personnel on the basis of 11 days per year. *The year's total days of sick leave to be allocated at the beginning of each school year accumulative to 130 days. The maximum payment of sick days is 100 at terminal leave.

*Not more than sixty-five (65) days shall apply to one consecutive absence. Any remaining balance above the sixty-five days shall be reinstated as accumulative sick leave at the time the employee returns to work.

Sick leave will be granted for the following reasons:

1. Personal illness and disability shall include maternity related illnesses and disabilities. (Refer to Appendix J)
2. Quarantine of teacher in case of contagious disease, such quarantine having been imposed by the health authorities.
3. Illness in the immediate family (up to 5 days) - the immediate family to be defined as parents, sisters, brothers, spouse, and/or children. Additional days, up to one-half the teacher's sick leave at the beginning of each school year may be taken upon doctor's verification that a member of the teacher's immediate family is ill and that it is necessary for the teacher to be in attendance to care for the immediate family member.

Personal Business will be allowable only for the following reasons:

1. Court cases and legal personal business (it is understood that at least the following are included):
 - a. Arbitration such as medical, commercial and real estate, but excluding labor arbitration
 - b. Mortgage arrangements and real estate closing
 - c. Garnishee matters
 - d. Divorce Proceedings
 - e. Adoption proceedings
 - f. IRS and MDT Income Tax audits
 - g. Handling matters as executor of a will
 - h. Small claims court
 - i. Probating a will
2. Jewish and Eastern Orthodox - major religious days.
3. Physical damage or mechanical failure to the teacher's legal domicile that necessitates the employee's presence.
4. Other matters at the discretion of the Superintendent, such as but not limited to, educational and graduate business, and weather problems such as snow and ice that prevent reporting to work.
5. No personal business days will be granted immediately preceding or following a holiday or vacation period unless approved by the Superintendent.

Article X- continued

6. Teachers planning to use a personal business day shall notify the principal at least two (2) days in advance of the anticipated absence. Personal business leave must be applied for in writing. In cases of emergency, the two-day advance notice may be waived upon the Superintendent's or his designee's approval.

Very Personal Business Day - One of the three personal business days may be used each year without stating a reason and shall be called a very personal business day. The very personal business day shall be subject to the restrictions set forth above. In addition, the Board may restrict the number of very personal business days to ten on any day except during May and June the Board may restrict the number to five per day.

Application for personal business days and very personal business days shall be on the form provided.

B. Funeral Leave

Up to three consecutive days will be granted to a teacher when death occurs to the following relations of the teacher (provided the teacher attends the service): spouse, parents, child, brother, sister, grandparent, grandchild and brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law and/or daughter-in-law. An employee desiring such a leave shall make a written application to his/her building supervisor. An additional two (2) days deductible from sick leave may be granted if the funeral is more than 300 miles from Grand Blanc. A teacher who has legal responsibilities for arranging the burial may request additional days beyond the initial three (3) as Personal Business days. A teacher may request and the Superintendent may grant at his/her discretion additional funeral leave days beyond those provided to be taken from personal sick leave accumulation. A teacher may request and the Superintendent may grant at his/her discretion either salary deduct days (a part or all of a day(s) without pay) or days from the individual's sick day balance for funeral leave for deaths not in the immediate family.

C. Jury Duty

A teacher who is called and reports for jury duty shall be paid his/her full regular salary if he/she agrees to and does turn over his/her jury pay, less mileage, for school work days to the District.

In order to receive payment, the teacher must: (1) give the District prior notice that he/she has been summoned for jury duty, and (2) furnish evidence satisfactory to the District that reporting for jury duty was performed on the days claimed.

If the teacher is released from jury duty before the teacher's normal work day is completed, the teacher shall report to work for the remainder of the day.

The teacher shall attempt to reschedule jury duty during vacation periods.

D. Workers' Compensation

Any teacher whose illness or physical disability is caused by employment or occurs on the job, may be required to apply for Worker's Compensation

Article X- continued

Insurance to receive full pay. A deduction of one day shall be made from the teacher's accumulated sick leave for every day of paid sick leave or combination of sick leave and Worker's Compensation equaling compensation for one sick day. The parties agree that no teacher is eligible to receive no more than 100% of his/her salary (including department chair pay but excluding extra duty and athletic pay) during the 65 day period leading up to LTD (see Article XII, C).

This requirement of no more than 100% includes pay through sick days, Sick Bank days, and/or Workers' Compensation. Any teacher eligible for and/or receiving Workers' Compensation Insurance shall only receive from the District the difference between the Workers' Compensation pay and their regular pay from the District to the extent of their accumulated sick leave and Sick Bank days.

The teacher may elect one of the following to implement the above:

1. Upon receipt of the Workers' Compensation pay, verify to the District the total amount received and then receive the difference in regular pay from the District when eligible for such benefits.
 2. Request full regular pay and agree to return to the District an amount equal to Workers' Compensation pay upon receipt of Workers' Compensation pay. This option allows uninterrupted pay and full retirement credit for teachers.
- E. There shall be established a Sick Bank with a reserve of sick leave days for restricted use, in cases of emergency or exceptional need. Sick Bank days shall be granted only to the covered employee for his or her illness and/or disability and not for the illness and/or disability of anyone else, such as for a spouse or child. Said sick leave "Bank" shall be established by applying a rate of one day per staff member covered under this contract as employed on the Fourth Friday following the beginning of school each Fall. None of the above days shall be accumulative from year to year. The use of days from the sick leave "Bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and the association. The exact composition of such committee and procedure for administering this "Bank" shall be mutually agreed upon by the Board and the Association.

A waiting period shall be instituted as follows:

Five days waiting period per year of service up to five (5) years, less the number of days in the individual's personal accumulation at the onset of the illness. All or part of the waiting period may be waived by four (4) or more votes of the committee.

In no case shall the number of days granted any individual exceed sixty-five (65) days. (See Article XIII, Paragraph B, Insurance Protection.)

The Sick Bank Committee may assess each staff member a maximum of one additional day, or fraction thereof, if all the Sick Bank days are depleted or it appears they will be. The days may be assessed against the following year, if necessary, to avoid teacher's losing pay during the current year due to a late assessment.

- F. The Board shall have the right to take appropriate disciplinary measures in those instances in which a teacher shall knowingly give false reason(s) for requesting sick or personal business leave.

Memo of Understanding

RE: Donation of personal illness days to an association member

Article X, Section A – 3 of the Master Contract states: *“Illness in the immediate family (up to 5 days) - the immediate family to be defined as parents, sisters, brothers, spouse, and/or children. Additional days, up to one-half the teacher's sick leave at the beginning of each school year may be taken upon doctor's verification that a member of the teacher's immediate family is ill and that it is necessary for the teacher to be in attendance to care for the immediate family member.”*

Should an association member “termed the *recipient* for the sake of this memo” reach the maximum number of personal illness days used per article X, A, 3, it will be allowable for the recipient to take extended family illness leave using personal illness days from a “pool” of days donated from other association members “termed *donors* for the sake of this memo”, provided that the following criteria are met:

1. With regards to eligibility to become a recipient, doctor’s written verification must be provided that the recipient’s presence is necessary to care for an immediate family member, or a family member to which the recipient has been granted “Power of Attorney”, provided that the attending physician has deemed the family member to be in “serious” or “critical” medical condition, or that the attending physician has determined that death of the family member is imminent within 6 months.
2. With regards to eligibility to become a donor, only staff members that have accrued 71 or more personal illness days will be eligible to donate. Additionally, the donor may not gift days to the “pool” such that their own personal illness days total drops below 70. Donors will be required to sign documentation stating that they are gifting days to the “pool” to be used for the exclusive purposes of extended family leave, underscoring the fact that these donated days will not be returned to the donor at any time in the future. Days remaining in the “pool” will carry over from year to year. When the “pool” drops to below 25 days, personnel will alert the association. It shall be the sole duty of the association to secure donors to bring the total days to a minimum of 25.
3. With regards to the duration of the extended family illness leave, the total number of donated days used by a recipient shall not exceed 25 in a given academic year, and need not be successive provided that the appropriate written documentation is provided from the attending physician.
4. In the case that a potential recipient does not meet the criteria specified in this memo, a case may be brought to a panel consisting of the assistant superintendent of schools, the director of personnel, the GBEA president, and vice president. The potential recipient will be entitled to an association representative to be present at the panel meeting. A majority vote of $\frac{3}{4}$ of the panel will be necessary to override part 1 of this memo to grant days to be used from the “pool”. In such a case, the total number of days allowed to be used will be mutually agreed upon by the panel and a decision will be rendered within 2 weeks from the date of

presentation. Details of the meeting and subsequent vote by the panel will be held confidential, and the panel's decision will be considered final without opportunity to appeal.

It is agreed that this memo is to become effective retroactively to the beginning of the 2008-2009 academic year and will take effect upon signing by all parties involved. This memo will expire at the end of the 2010-11 academic year. At such time both parties agree to meet regarding continuation or termination of the procedures as written within the contained memo.

Signature of the Assistant Superintendent..... Norman M. Abdella
Signature of the GBEA President..... James G. Phillips
Agreed upon this day of..... 1-29-09

ARTICLE XI
Leaves of Absence

- A. Leaves of absence without pay shall be granted upon application and approval of the Administration and Board of Education for the following purposes:
1. Study related to the teacher's areas of certification.
 2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
 3. Study, research or special teaching assignments involving probable advantage in the school system.

The regular salary increment occurring during such period shall be allowed, except where such study is required to retain a valid teaching certificate.

B. Long Term Unpaid Child Care Leave (Also see Appendix J, J2 and Appendix K)

A teacher will be granted a one year child care leave. Such leave shall be renewable for two additional years. A request to renew the leave for each year must be made annually to the Superintendent prior to the expiration date of each preceding year of leave. Child care leaves will be granted for birth, adoption and care of children, including foster children.

A teacher who has been granted a child care leave will be reinstated at the first available opening for which the teacher is certified. Such leave shall be extended beyond the three year limitation if no opening is available at the time of application for return. Such application shall be made to the Personnel Office in accordance with the following schedule.

1. For openings which may occur in the second semester of the current school year - file request no later than November 15 of that year.
2. For openings which may occur after the close of the current school year but prior to the beginning of the ensuing school year - file request no later than March 15 of the current school year.

No increment credit for such leave shall be allowed on the salary schedule. Salary shall be determined by placing the reinstated teacher on the salary step attained when leave was granted.

The Deputy Superintendent, through the Principal, shall be notified within 30 days of verification of the pregnancy. This notification will be accompanied by a doctor's certification of expected date of birth. The teacher will be allowed to teach until the teacher and the doctor indicate the teacher should go on leave.

Members of the Grand Blanc Education Association and members of the Grand Blanc Administrative Team agree, for purposes of defining an unpaid child care leave, the parties agree, the unpaid, renewable leave immediately follows the expiration of the medical or Family Medical Leave Act leave.

Exceptions to the above may be granted by the Personnel Office, if unique factors prevail.

Article XI - continued

C. Short Term Unpaid Child Care Leave (Also see Appendix J, J2 and Appendix K)

A teacher, upon request and the teacher's physician's assurance that the teacher's health will permit, shall be granted a short term unpaid leave not to exceed twelve (12) weeks during the course of a given school year. When such leave is granted, an interim substitute shall be provided and the teacher shall return to the teacher's specific assignment at the conclusion of the leave.

Should the teacher to whom short term unpaid leave may be granted be unwilling or unable to return to full employment at the conclusion of the short term unpaid leave, the teacher shall apply for unpaid long term leave for the balance of the school year in progress, and the teacher may apply for renewal of the leave for the subsequent year(s) or for reinstatement in accord with the provisions already outlined in this section. Should the teacher fail to apply for leave at the conclusion of the short term unpaid leave, and after having been contacted and given an opportunity to apply, the individual's employment may be terminated and the position declared open.

During this short term unpaid leave herein described, the teacher's insurance coverage for which the Board has contractually obligated itself shall be kept in effect and the premium cost shall be borne by the district.

D. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps, Job Corps, or National Teacher Corps as a full-time participant in such programs. Any period so served may be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

E. Pursuant to Section 1235 of the School Code of 1976, teachers who have been employed for seven consecutive years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid the teacher's full annual salary rate or part thereof.

A teacher, upon returning from a sabbatical leave, shall be restored to the teacher's former position or to a position of like nature and status. Any period spent on sabbatical leave shall be treated as teaching services for purposes of applying the salary schedule set forth in Appendix A of this Agreement.

F. Teachers who are officers of the Association or are appointed to its staff, shall, upon proper application to the Administration, be given leave of absence without pay for the purpose of performing duties for the Association.

G. Military leaves 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 while in the employ of the Board. Teachers on military leave shall be given the benefit, up to four years of military service, of any increments which would have been credited to them had they remained in active service to the school system.

H. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. Increment may be granted upon approval of the Board of Education.

I. Miscellaneous Leave - A leave of absence without pay or increment accrual may be granted by the Board of Education to provide for any hardship, opportunity, or service not covered in other sections of this contract.

Article XI - continued

J. Return to active employment:

1. People on the following types of leaves shall have the right to a position upon the expiration of their leave and upon notification (by March 15 for a,b,c) of intent to return to employment.
 - a. Military leave
 - b. Sabbatical leave
 - c. Educational leave
 - d. Short term unpaid child care leave
 - e. Sick leave, including short term paid child care leave
 - (1) A person on sick leave for more than 90 days shall give two weeks notification of intent to return.
 - (2) The position of a person on sick leave shall be guaranteed for a period of one year. After one year that person will be placed in group #2 below.
2. People in the following group as a whole shall have a right to a position, based on seniority, certification, and qualification, when a vacancy exists and upon proper notification, by March 15, to the district.

a. Laid-off person	d. Association Leaves
b. Unpaid long term child care leave	e. Political leaves
c. Service leaves, etc. (Sect. C)	f. Miscellaneous leaves
3. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee=s right to return to work for the first semester of the coming school year.

- K. Staff returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee=s right to return to work for the first semester of the coming school year.

ARTICLE XII
Terminal Leave

- A. In appreciation for services rendered to the School District, a terminal leave payment will be offered, except in case of discharge, in proportion to years of service to the District. Notice of intent to terminate services shall be given as soon as practical and at least sixty (60) days prior to the opening of the next school year.

Such terminal leave payment shall be in accord with the following schedule:

<u>Completion of</u>	<u>Amount</u>
10 - 14 years	\$15.00 per year
15 - 19 years	\$25.00 per year
20 years or more	\$50.00 per year

In no event shall the above terminal leave sum exceed \$1,500 maximum to any individual.

- B. Employees upon either retirement and acceptance into the Michigan School Employees Retirement System, or upon resignation after ten (10) years with the School District, shall be compensated at the rate of \$50.00 per day of unused accumulated personal sick leave to a maximum of one hundred (100) days.

**ARTICLE XIII
Insurance Protection**

- A. It is the agreed intent to provide to the teacher, hospitalization and medical protection to those where such coverage is not provided without cost through another source (i.e., protection provided by the employer of the spouse, etc.). Additionally, each EA member will pay 10% towards their total health care costs to the district, including dental, vision, medical and LTD in order to meet "Best Practices" legislation of 2011. This money will be deducted equally over 21/26 pays.

In keeping with the above stated intent, the following will be offered by the Board with a \$10/\$20 drug prescription co-pay:

Effective 10/01/11 through 06/30/13, EA members electing district paid health care will be placed on MESSA Choices II with \$500/1000 in network deductible, \$5/\$10/\$25 office co-pays and the \$10/\$20 prescription card.

Additionally, each EA member will pay 10% towards their total health care costs to the district, including dental, vision, medical, and LTD in order to meet "Best Practices" legislation of 2011. This money will be deducted equally over 20/24 pays.

* An exception to the above will be provided if all the following are met:

- A. A faculty member and/or covered dependent has/have a serious pre-existing health condition.
 - B. The school district shall provide full time teachers not taking health insurance \$4000 for the 2011/12 and the 2012/13 school years. The total yearly payment shall be made in December. An amount of the savings realized by the district, up to 1% of each teacher's salary step, will be paid to each teacher on this same date. If the savings realized amounts to less than 1% of the teachers' salary, the payout will be decreased so the district does not incur additional cost.
 - C. The change in the Health Care provider would compromise the care of an individual and/or dependent.
 - D. On the first pay of the school year (2011/12 and 2012/13), Grand Blanc Community Schools will issue an off schedule payment of \$859.00 to each EA Member.
 - E. Each EA member opting for district paid health care will be able to submit receipts of deductible payments for health care to Grand Blanc Community Schools up to a maximum of \$500 for single subscribers and up to \$1000 for 2 person and full family subscribers. The district shall issue reimbursement within 21 days of receipt submittal.
 - F. On or about June 1, 2012, the parties will enter discussion to agree to a mechanism that will allow the net cost of health care to the district to not increase for the second year of the agreement. This mechanism shall include examination and possible changes of the plan specifications of the district paid health care plan. The employers subsidy of health care premiums (\$547.28 single; \$1229.49 two person and \$1365.93 for full family) shall not increase the second year.
1. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this agreement or any contribution or payment in lieu thereof.

Should it be determined that hospital and medical protection furnished through another source is inferior to MESSA Choices II, the Board shall provide coverage.

ARTICLE XIII
Continued

2. Pursuant to the authority set forth in Section 167 of the school code as amended, and under Section 125 of the Internal Revenue Code, the Board agrees to furnish to all teachers the aforementioned insurance protection and options.

All administrative cost relating to the implementation and administration of benefits under the Section 125 plan shall be borne by the employer. The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The district will consider contracting with MESSA for administration of the Section 125 plan.

3. The GBCS will offer a health care/dependent care flexible spending account to all EA members for the duration of this agreement. The FSA will be available to use on or about January 1, 2012. The district reserves the right to bid the FSA administrator for the duration of the contract. A debit card for health care use will be utilized if cost effective.
- C. The Board shall provide to the teacher Long-Term Disability Insurance assuring payment to the teacher in the event of long-term disability a monthly income benefit equal to 66 2/3 percent of basic monthly earnings to age sixty-five (65) (\$90,000 carrier limit per year). There shall be no offset for future increases in Social Security benefits. The long-term Disability benefit period will start after sixty-five (65) consecutive work days of total disability in accordance with the terms of said policy. The employer shall provide single subscriber (employee only) hospitalization and medical care protection for the first nine (9) months an employee is on long-term disability provided the disability is not compensable by Workers= Compensation.
 - D. The Board shall provide without cost to the teacher, Term Life Insurance/ Accidental Death and Dismemberment Insurance in the amount of \$30,000 which shall become effective upon the first day of active employment following notification of employment.

To teachers not taking Health Insurance, the Board shall provide additional \$10,000 Term Life Insurance to the teacher. To teachers not taking Health Insurance, the Board shall provide \$10,000 Term Life Insurance on the teacher's spouse and \$5,000 Term Life Insurance on each of the teacher's dependents. The term dependent shall be defined by the insurance policy.

- E. Full family dental insurance shall be provided to all members of the bargaining unit. Coverage will be seventy-five (75) percent co-pay of basic dental services, i.e., examinations, radiographs, patient consultations, preventative treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), onodontic, periodontic and orthodontic services. The annual limitation on Class I and Class II benefits shall be \$1,500.00 per family member.

Any person covered by dental insurance provided by other employers shall not be eligible for paid dental protection under this Agreement or for a contribution or payment in lieu thereof.

Should it be determined that dental protection furnished through another source, as outlined in paragraph one, Section A of this Article, is inferior to the dental insurance coverage furnished by the district, the Board shall provide coverage as described in paragraph one, Section D of this Article. The school district shall furnish seventy-five (75) percent co-pay with a \$50 deductible, Class II dental benefits.

ARTICLE XIII
Continued

The school district shall furnish seventy-five (75) percent of Class III Orthodontic benefits (necessary treatment and procedures required for the correction of malposed teeth), for eligible covered individuals under age nineteen (19) to a lifetime maximum of \$1,500 per individual.

By the way of express recognition and not limitation, the Association recognizes the Employer right to self-insure dental benefits so long as dental benefits are not decreased below those in existence on April 1, 1983.

Article XIII - continued

F. Vision Benefits

1. The Board shall provide vision benefits to eligible teachers and their dependents through MESSA Vision Care Plans per the following:

VSP-2

PANEL PROVIDER

Professional Fees
Vision Examination

Optometrist Teacher pays \$6.50 deductible

Ophthalmologist Teacher pays \$6.50 deductible
Spectacle Lenses (pair)

Single Vision}	Teacher pays \$18 deductible on lenses and frames
Bifocal}	
Trifocal}	
Lenticular}	
Frames	Covered up to \$65 retail- Deductible applies

Contact Lenses (pair, including the exam)

Necessary	Covered in full
Cosmetic	Covered up to \$90 & Additional 20% off balance*

Lenses With Extras
Photochromics Sun or Gradient
Tints Tinted/Color-coated

Single Vision	Covered in full
Bifocal	Covered in full
Trifocal	Covered in full
Lenticular	Covered in full

Polaroid

Single Vision	Covered in full
Bifocal	Covered in full
Trifocal	Covered in full
Lenticular	Covered in full

Oversize}	Covered in full
Rimless}	
Blended Bifocal}	

*Note: The contact lens discount is available only one time, after all COB payments have been made.

If services are rendered by a non-panel provider, additional costs and limitations may apply.

Article XIII - continued

For each year, benefits are limited to one complete visual analysis, two lenses and one set of frames per insured person. The year shall be from July 1 through June 30.

The above coverage shall be limited to those teachers where such coverage is not provided without cost through another source. Should it be determined that vision protection through another source as outlined above is inferior to the vision coverage by the district, the Board shall provide coverage as described herein.

2. If a teacher is not taking Health Insurance from the school district, the school district shall provide for vision benefits to eligible teachers and their dependents through MESSA Vision Care Plans (VSP-3) as follows:

VSP-3

	PANEL PROVIDER	NON-PANEL PROVIDER
Professional Fees		
Vision Examination		
Optometrist	Covered in full	
Ophthalmologist	Covered in full	
Spectacle Lenses (pair)		
Single Vision	Covered in full	
Bifocal	Covered in full	
Trifocal	Covered in full	
Lenticular	Covered in full	
Frames	Covered up to \$65 retail	
Contact Lenses (pair, including the exam)		
Necessary	Covered in full	
Cosmetic	Covered up to \$115 and	Additional 20% off balance*
Lenses With Extras		
Photochromics Sun or Gradient		
Tints Tinted/Color-coated		
Single Vision	Covered in full	
Bifocal	Covered in full	
Trifocal	Covered in full	
Lenticular	Covered in full	
Polaroid		
Single Vision	Covered in full	
Bifocal	Covered in full	
Trifocal	Covered in full	

Article XIII - continued

Lenticular	Covered in full
Oversize}	Included in lens allowance shown
Rimless}	Covered in full
Blended Bifocal}	

*Note: The contact lens discount is available only one time, after all COB payments have been made.

If services are rendered by a non-panel provider, additional costs and limitations may apply.

For each year, benefits are limited to one complete visual analysis, two lenses and one set of frames per insured person. The year shall be July 1 through June 30.

The above coverage shall be limited to those teachers where such coverage is not provided without cost through another source. Should it be determined that vision protection through another source as outlined above is inferior to the vision coverage provided by the district, the Board shall provide coverage as described herein.

The Board reserves the right to self-insure vision benefits.

- G. Regular part-time teachers who have entered the bargaining unit shall be eligible for pro-rata contribution to insurance premiums by the Board of Education. The Board shall only be obligated to contribute to an insurance premium a percentage equal to the status of the teacher (i.e., 1/4 for 1/4 time teachers, 2 for 2 time teachers, 3/4 for 3/4 time teachers.) (For example, if the cost of single subscriber health insurance is \$100 per month, the half-time employee will pay \$50, and the Board will pay \$50.) If the employee does not pay his/her portion of the insurance, the school district is released from any obligation to make a like contribution.

Part-time teachers shall be eligible for pro-rated contribution for insurance benefits listed in Article XIII, A, D, and F (including plans 1 and 2) provided the insurance carrier allows. The teacher must make an election during the normal open enrollment period (September 1 - 30). The election will remain constant for the year.

- H. The above insurance coverage is provided subject to the limitations and provisions currently in force in such policies.

ARTICLE XIV

Teacher Evaluation and Discipline

- A. The performance of all teachers shall be evaluated in writing. Teacher evaluations shall be subject to all levels of the grievance procedure.
- B. All observation of a teacher shall be conducted openly and with full knowledge of the teacher. The evaluation of teachers shall employ established criteria and be based upon direct observation and personal contact with the person being evaluated.
- C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. The teacher shall have previously received copies of all items contained therein except those documents originating from an outside source and confidential in nature.

A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or someone designated by the administrator.

It shall be the responsibility of the administrator to remove those confidential documents originating from an outside source in the presence of the teacher and the teacher's representative prior to review of the file by the teacher.

- D. If a teacher wishes, he/she may have an association representative attend any meetings/conferences concerning a reprimand, warning, or other disciplinary action.
- E. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause.
- F. The standard for discipline or discharge shall not be as high for probationary teachers as for tenure teachers.
- G. Just cause shall be limited to and defined for first and second year probationary teachers as:
 - 1. Pertaining to competency:
 - a. The probationary teacher shall be provided an individualized development plan developed by appropriate administrative personnel in consultation with individual teacher;
 - b. The teacher shall be provided with an annual year end performance evaluation based upon at least two classroom observations.
 - c. The evaluation shall include, but not be limited to an assessment of the teacher's progress in meeting the goals of his or her individualized development plan; and
 - d. Dismissal must be based upon adverse observations, documentation and/or evaluation.

Article XIV - continued

- 2. Pertaining to misconduct:
 - a. Adverse documentation
 - b. Adverse evidence
- H. A first and second year probationary teacher shall not have access to arbitration regarding discharge or discipline except as to compliance with Article XIV, Section G.
- I. Item F, G and H apply to employees hired for the 1996/97 school year and thereafter.

ARTICLE XV
Protection of Teachers

- A. Since the teacher's authority and effectiveness in the classroom is related to the teacher's ability to render sound judgments and prescribe reasonable solutions to problems, the Board and the Association recognize their respective responsibilities in lending all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. A teacher's judgment shall prevail in matters of disciplining students within his/her area of responsibility except in those cases where the judgment rendered is not defensible in the opinion of the administrator involved. Such administrator shall then have the right to modify or overrule the teacher's judgment. Where practical, the administrator shall confer with the teacher prior to making such determination. The correctness of the opinion as to defensibility may be resolved through the grievance procedure.
- B. Any case of assault upon a teacher or the teacher's property shall be promptly reported to the proper law enforcement agencies and then reported in writing to the Superintendent of Schools. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of action taken by the teacher while discharging his/her duties, except in the case of corporal punishment, the Board will provide protection as defined in existing, or like, liability policy which shall remain in existence for the duration of this contract.
- D. A close and agreeable association between administrators, teachers, students and parents can contribute to the effectiveness of the teaching situation. When an instance of complaint against a teacher by a parent or student occurs, administrators will reserve any judgment against a teacher until the problem has been discussed with the teacher involved unless impractical.
- E. Before acting against a teacher as a result of a specific complaint, the administrator will have the complaint reduced to writing, if requested by the teacher involved, and will reserve action until such teacher and/or representative shall be given an opportunity, if requested, to discuss the complaint with all parties concerned at a conference arranged by the administrator.
- F. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his/her immediate possession, excluding instructional materials, due to acts against the teacher resulting from discharge of duties and provided such loss shall not be the result of negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, etc.

ARTICLE XVI Grievance Procedure

A. Definitions

1. A grievance is a claim instituted on the belief that there has been a violation, misinterpretation, or misapplication of any provision of the Master Contract.
2. The "aggrieved person" is the person or persons making the claim. If, in the judgment of the Association Representative or the Grievance Committee, a grievance involves a policy matter or affects a group of teachers, the Grievance Committee may initiate and process the grievance at any appropriate level up to and including Level III.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.
6. The "aggrieved person" shall invoke the formal grievance procedure on the forms set forth in Appendix H, which are incorporated into, and made a part of this Agreement.

B. Purpose

The primary purpose of the procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure

1. There shall be at least one or more Association Representatives for each school building and Supportive Services department to be selected in a manner determined by the Association.
2. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building, unless otherwise determined by the Superintendent of Schools.
3. The Board of Education hereby designates the Superintendent of Schools, or someone designated by the Superintendent, as its representative when the grievance arises in more than one school building.

D. Procedure

Before entering into the following prescribed grievance procedure, it is the desire of the Association and Administration that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested.

Article XVI - continued

The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended or reduced by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to effect a solution prior to the end of the school year.

1. Level One - A teacher with a grievance shall submit it, in writing, to the teacher's immediate supervisor or principal and a discussion will be held as soon as practical, individually, together with the Association Representative or through the Association Representative. A decision shall be rendered, in writing within five (5) days after the discussion has been held.
2. Level Two -
 - a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after discussion of grievance has been held, the teacher may file an appeal with the supervisor rendering such decision and with the Association Grievance Committee.
 - b. Within five (5) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is a basis for appeal. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his/her claim without Association support. If the Committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools and a meeting date will be established within the time limitations set forth in Paragraph G, section 7 of this Article.
3. Level Three - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of the meeting by the Superintendent, the teacher may refer the grievance through the Grievance Committee, to the Board of Education Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance Committee. A decision shall be rendered within ten (10) days.

If the Association Committee decides that no grievance exists, and so notifies the aggrieved, the teacher may continue to process at Level III his/her claim without Association support.
4. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance, if a matter covered by this contract, may immediately be transmitted by the aggrieved party to the American Arbitration Association unless other arbitrator is mutually agreed upon. If the matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and

Article XVI - continued

Expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e., witnesses, etc., shall be borne by the party incurring such expenses. In the event a matter submitted by either party is determined not arbitrable, the moving party shall bear the cost of the arbitrator's fees and expenses. The Association and the Board shall have the exclusive right to process disputes through arbitration.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Master Contract. He shall have no power to establish salary schedules or extra duty rates nor select insurance carriers.

With regard to probationary employees, the arbitrator shall not question the reasonableness of the standards or criteria used in evaluating the employee.

- E. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.
- F.
 - 1. The teacher may request Association representation.
 - 2. With the proper notification to the Association, nothing herein contained shall be construed to prevent any individual member from presenting a grievance through Level III and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement. Any such adjustment or resolution to a grievance by an individual without the consent of the Association shall not constitute binding past practice.
- G. Miscellaneous
 - 1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association Representative or the Grievance Committee, a grievance involves a policy matter or affects a group of teachers, the Grievance Committee may initiate and process the grievance at any appropriate level.
 - 2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
 - 3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
 - 4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
 - 5. Forms for filing and processing grievances shall be designed by the Superintendent and the Grievance Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
 - 6. Access shall be made available to all parties, places, and records for any information necessary to the determination and the processing of a grievance, except when such information is of a confidential nature.

Article XVI - continued

7. Any grievance not appealed from a decision at any level of this procedure within ten (10) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
8. Any grievance shall be filed within thirty (30) days after the alleged incident was known or should have been known to the aggrieved party. In such cases the disposition rendered shall indicate non-compliance with the above time limit.

The burden of showing no knowledge and the reasons therefore shall be upon the grieving party.
9. Both the Association and the Board of Education recognize that the primary objective of the parties to this contract is to ensure, protect, continue and improve the high quality of education in the Grand Blanc School District. This requires good relations and cooperation between the Board, the Administration, the Association and the Staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.
10. Upon mutual agreement of the parties, Level III may be omitted.

H. Severability

If any provision of this Master Contract or any application of this Master Contract shall be found contrary to law, then such provision and/or application will be deemed valid only to the extent permitted by law. All other provisions and/or applications shall continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of re-negotiating the provision or provisions affected.

I. Dual and Alternative Remedies

The Board and Association recognize that dual or concurrent remedies may present some problems to the parties. In recognition of some of these problems, the Association agrees:

1. Not to process grievances to arbitration that seek to solely enforce a statutory (statute and regulations thereof) or constitutional right. This does not preclude the Association from processing a grievance to arbitration wherein statutes, regulations, court decisions, and constitutional provisions may be only one part of a grievance or may be evidence in support of the grievance. However, the Association recognizes that it is not proper to ask the arbitrator to rule on a grievance solely on the basis of a relevant statute, regulation, court decision, or constitutional provision and the Board recognizes that statutes, regulations, court decisions and constitutional provisions may have a bearing on certain contract provisions.
2. Not to concurrently process any specific teacher's dismissal to both the Tenure Commission and arbitration wherein the exact same issues(s) are involved in both forums; and not to subsequently process a teacher's dismissal to arbitration or the Tenure Commission that was earlier decided by arbitration or the Tenure Commission wherein the exact same issue(s) were involved.

Article XVI - continued

3. Not to concurrently process any specific complaint to both the MERC and arbitration wherein the exact same issue(s) are involved in both forums; and not to subsequently process any complaint to arbitration or the MERC that was earlier decided by arbitration or the MERC wherein the exact same issue(s) were involved.
4. Not to concurrently process any specific complaint to both the EEOC/FEPC and arbitration wherein the exact same issue(s) are involved in both forums; and not to subsequently process any complaint to arbitration or the EEOC/FEPC that was earlier decided by arbitration or the EEOC/FEPC wherein the exact same issue(s) were involved.
5. Relative to Section I, the provisions are intended to preclude the processing of strictly Tenure, PA 379, or EEOC/FEPC claims to arbitration and to prevent the litigation of the exact same issue in more than one forum.
6. Not to process a dispute in more than one legal forum wherein the language in the contract is essentially the same as in a statute and wherein the exact same issue(s) are involved.
7. Tenure teachers may have the benefit of all levels of the grievance procedure including binding arbitration; provided that if a tenure teacher shall demand a hearing under the Michigan Tenure Teachers Act, the grievance shall be deemed dismissed forthwith.

ARTICLE XVII
Academic Freedom

The existing policy of the Board of Education will remain in effect for the duration of this contract unless changes appear to be necessary.

If changes appear necessary, the Committee on Academic Freedom will study the matter and make its recommendations for change as outlined in the present policy.

ARTICLE XVIII

Maintenance of Membership

All teachers who were members or who paid a service fee during the 1971-72 and/or 1972-73 school year, shall as a condition of continued employment be required to either pay a service fee equivalent to Association dues (combined dues and assessments of GBEA, MEA and NEA) or join as a member of the Association.

All teachers who commenced teaching during the 1971-72 school year or thereafter, and all teachers hired during said school year or thereafter, shall as a condition of continued employment, be required to either pay a service fee equivalent to Association dues (combined dues and assessments of GBEA, MEA and NEA).

Teachers can either pay the service fee or membership dues through payroll deduction or cash payment to the Association. All teachers covered by the two classifications above, shall, by October 4, of the current school year, sign and deliver to the Association either a membership form or service fee form authorizing payroll deduction of dues or fees; or make cash payment to the Association of either full membership dues or the service fee.

- B. Within thirty days of the beginning of their employment hereunder, 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) upon such conditions as the Association and the Superintendent shall establish. Such sum shall be deducted as dues from the regular salaries of all members as authorized, and remitted as established above.
- C. A period of revocation of enrollment for membership or service fees for the following school year is hereby established as between the dates of January 1 and February 15 of each year.
- D. The refusal or failure of any teacher to comply with the provisions set forth in Section A above is recognized as just and reasonable cause for termination of employment. See also Article VII, F, 4.
- E. The Board, upon receiving a signed statement from the Association certifying that a teacher has failed to comply with the conditions set forth above in Section A, shall immediately notify said teacher that the teacher's services shall be discontinued at the end of the current school year.
- F. The Association or the Board may suggest and the parties may mutually agree to a different termination date than that set forth in Section E above. The Association and the Board may also agree to actions different than those set forth in Sections D and E above. Sections D and E shall remain in effect until and unless alternatives are mutually agreed to in writing.
- G. The Board shall make the above provisions known to all prospective employees before they sign contracts for teaching positions in the Grand Blanc School system.
- H. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of this Article of the collective Agreement.

Article XVIII - continued

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as a result of said suit or action, subject however to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of Article XVIII or the damages which may be assessed against the Board by any court or tribunal.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
 4. The word "Association" as used in Section H of Article XVIII includes the GBEA and the Michigan Education Association. Article XVIII shall be effective only upon written acknowledgment by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article XVIII. Section H of Article XVIII shall not be retroactive to any school year preceding 1971-72.
- I. The Association agrees to provide the Business Office with the necessary information for (1) the prorating of dues to part-time employees and (2) the dues schedule for bargaining unit members whose employment starts after September 15. The Association assumes the financial responsibility for the accuracy of the information. The Association will provide the aforementioned information by October 1.

ARTICLE XIX
Miscellaneous

- A. As curriculum studies are approved in accordance with the Board of Education policies #6140 and #6141, the Superintendent or his designee agrees to provide the Grand Blanc Education Association a report of those studies approved.

Typically, this report shall designate the title of the study, a description of the nature of the study, the names of participants conducting the study, and the chairperson for the study.

It is understood that the GBEA, if interested in a particular study, may express its interest and/or recommendations to the Superintendent or his designee. It is further understood that the GBEA may appoint a representative to an established study committee if it so desires.

- B. There shall be an Advisory Curriculum Council. Functions shall include:
1. To coordinate development, implementation, research and evaluation of instructional programs, while allowing for individual teacher creativity and flexibility.
 2. To establish long-range and ad hoc committees, to function at the direction of the council.
 3. To develop workshop training programs.
 4. To maintain communications with the staff.

Membership:

1. Teachers will be selected by the teaching staff in accordance to the following: Elementary - 1 from each building. Middle School - 4. High School - 4. At large - 4 (including a K-8 subject area chairperson and high school department head in the same academic area).
 2. The Assistant Superintendent for Instruction will be the chairperson of the committee and the GBEA Curriculum chairperson will be vice-chairperson.
 3. Five administrators to be appointed by the Superintendent.
- C. For the purpose of administering the Master Agreement, consultation, where stipulated contractually, shall call for written notification to the Association of anticipated conditions for which consultation is required.

The Association will provide a written response within ten (10) calendar days of the date of written notification. In the event a written response is not received from the Association within the ten (10) calendar day period, or any mutually agreeable extension or reduction thereof, the requirements for consultation will be considered fulfilled.

- D. Reimbursement Rate - GBEA President

The GBEA shall reimburse the Board for the hours of released time for the GBEA President at the rate of 1/6th of the pay of the Step 1 BA equivalent.

- E. The memorandum of Understanding between the school district and the Association regarding alternative education shall be extended for the duration of this contract.

Article XIX - continued

- F. It is hereby agreed with the following deviation as it affects substitute rates. The daily rate of pay for substitute teachers teaching in the extended school year program (grades 1-5), hereby referred to as City School, will be \$100.00 per day per the following conditions:
1. Substitute coverage will be provided per the City School calendar for the duration of this contract.
 2. Qualifying days when students are in attendance
 - a. Teacher absences beyond the 183 days required of all teachers
 - b. Intercessions (Enrichment Instruction)
 - c. Parent-teacher conference days
 - d. Teacher absences for professional development/in-service
 - e. Teacher illnesses
- G. Whenever the parties reach agreement on matters which require dissemination to their constituencies, they will discuss and make specific plans for implementing the agreement. This will include, but not be limited to, discussing what needs to be disseminated, how it will be disseminated, and joint review of communication to constituencies when appropriate. Examples when dissemination plans would be helpful are: agreement on the calendar for the coming school year, grievance settlements, Memorandums of Understanding, pilot programs, and Article XX, C contract deviations.

ARTICLE XX
Strategic Plan and School Improvement

- A. The parties recognize they share a mutual interest in the strategic planning process and plan. They also recognize that the strategic planning process and plan may necessitate modification of certain sections of the contract.
- B. Both the Association and the Board of Education recognize that the primary objective of the parties to the contract is to ensure, protect, continue, and improve the high quality of education in the Grand Blanc Community School District.
- C. To better utilize the expertise and experience of teachers in planning improvements in the educational program, the parties agree that from time to time groups of teachers and groups of teachers and administrators may propose school improvement plans.

Proposals which would deviate from the Master Contract or existing practices must be approved by 1) the GBEA Board of Directors, 2) a 2/3 positive vote of the staff involved, and 3) the building administrator.

At the termination of the agreed upon time period, the deviation may become practice with the approval of 1) the GBEA Board of Directors, 2) a 2/3 positive vote of the staff involved, and 3) the building administrator.

The proposals that deviate from the Master Contract will be submitted on the School Improvement Deviation Form (Appendix I) and forwarded to the President of the GBEA and the Assistant Superintendent for Instruction.

ARTICLE XXI
Professional Development

- A. In compliance with School Code Guidelines, GBEA and Board of Education representatives have agreed to the following:
1. All Grand Blanc teachers will participate in a minimum of five days/thirty (30) hours of professional development. The time period for staff participation is from the end of the last work day for teachers in the current contract year to the end of the last work day for teachers in the next contract year. Hours of participation can be accumulated from sources approved by the State Board of Education, including but not limited to the following:
 - a. Designated professional development days in the Master Contract Calendar
 - b. Hours designated for School Improvement
 - c. Hours of participation in approved professional development activities, both within and outside the district.
 - d. Hours of participation in curriculum development.
 2. Rate of compensation determined by teacher for approved professional development outside the teachers regular workday:
 - a. \$100.00 for every six (6) hours of professional development

or

 - b. One (1) teacher Very Personal Business Day for each 12 hours of staff development participation per Article X, Sick and Personal Leave of the Master Contract
- B. New staff (those in their first three years of employment in Grand Blanc): New staff members must complete required professional development as outlined in action plan 8.5 of the district=s strategic plan. Summer Professional development activities will be scheduled in June in weeks immediately following the end of the regular school year and/or in August in weeks preceding the opening of the regular school year. This requirement is a three (consecutive) year requirement commencing on the employee=s date of entry into the district and is subject to the policies specified in Appendix K.1 Section I. Deviation from this condition of employment by certified staff requires prior written approval from the district=s Superintendent or designee.
- C. Teachers are required to be in attendance on professional development days as noted in the Master Contract. Teachers not in attendance on a professional development day will be docked for the day. In addition, teachers on leave on a professional development day will not be compensated for that day. Sick days and personal business days shall not be allowed on the professional development day. Deviation from this condition of employment by certified staff requires prior written approval from the district=s Superintendent or designee.

ARTICLE XXII
Duration of Agreement

This Agreement shall be effective as of June 30, 2011 and shall continue in effect until August 19, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE GRAND BLANC
EDUCATION ASSOCIATION, INC.
- CHAPTER OF M.E.A.

FOR THE BOARD OF EDUCATION
GRAND BLANC COMMUNITY SCHOOLS

Representative

Representative

2011-2013 SALARY SCHEDULE

STEP			MA	MA+15	BA70*
	BA	BA+18	BA40	BA+45*	SPEC**
1	37,057	38,947	40,933	43,021	45,215
	38,020	39,959	41,997	44,139	46,390
2	38,947	40,933	43,021	45,215	47,521
	39,959	41,997	44,139	46,390	48,756
3	40,933	43,021	45,215	47,521	49,944
	41,997	44,139	46,390	48,756	51,243
4	43,021	45,215	47,521	49,944	52,491
	44,139	46,390	48,756	51,243	53,856
5	45,215	47,521	49,944	52,491	55,169
	46,390	48,756	51,243	53,856	56,603
6	47,521	49,944	52,491	55,169	57,982
	48,756	51,243	53,856	56,603	59,490
7	49,944	52,491	55,169	57,982	60,939
	51,243	53,856	56,603	59,490	62,524
8	52,491	55,169	57,982	60,939	64,047
	53,856	56,603	59,490	62,524	65,712
9	55,169	57,982	60,939	64,047	67,313
		59,490	62,524	65,712	69,064
10		60,939	64,047	67,313	70,746
		62,524	65,712	69,064	72,586
11		64,047	67,313	70,746	74,355
			69,064	72,586	76,288
12			70,746	74,355	78,147

LONGEVITY PAY:

20 YRS - 2.4%	1,324	1,537	1,698	1,785	1,876
25 YEARS - 4.8%	2,648	3,074	3,396	3,569	3,751

* Must include the MA degree

** Specialist or equivalent

SALARY SCHEDULE ADVANCEMENT

At the time of hire, perspective employees will be required to present all college transcripts summarizing his or her level of degree, course attainment and post degree attainment. Courses not presented at the time of hire may not be used for future salary advancement. Effective August, 1998, advancement on this salary schedule, beyond the position established at the time of hire into the district, must meet the following criteria:

1. Courses are at the graduate level
2. Graduate courses in education or graduate courses specifically related to the employee=s teaching assignment
3. Graduate courses completed following employment in the Grand Blanc School District.
4. In extremely limited circumstances and only with the approval of the Superintendent or designee, obtained prior to enrolling in the course, deviations may be granted at the sole discretion of the district. To assure compliance with criteria for salary advancement, teachers contemplating graduate course work should contact the Personnel office and seek prior approval.

Any teacher who believes he/she qualifies for advancement from one level of the teachers= salary schedule to a succeeding level must present evidence in the form of official college transcripts to the Superintendent, or designee, who will approve or disapprove said advancement upon review of transcript(s).

When a teacher qualifies for transfer to a succeeding level between September first and February first the transfer will be made as of February first. When a teacher qualifies between February first and September first, the transfer will be made as of September first of the next school year.

Mid-year changes shall call for lateral movement only on the degree scale.

NOTE: Persons newly employed shall be given credit for actual teaching experience previously rendered up to and including twelve (12) years. However, the individual may waive up to nine (9) of the twelve (12) years of credit for previous teaching experience.

The Board shall pay, on behalf of each teacher, the required annual percent of employees' contribution to the Michigan Public School Employees' Retirement System.

LONGEVITY ELIGIBILITY AND SCHEDULE

*** Longevity pay shall only be for years of service in the Grand Blanc Community Schools. Grand Blanc seniority shall be the basis for determining years of services. A teacher must have 20 or 25 seniority years of service by December 1st of a year to be eligible for the longevity pay. The longevity pay shall be in a separate check for the pay just before Christmas of each year.

Longevity pay shall begin at the beginning of 20 years and 25 years of service as defined above. The 20 year payment shall be 2.4% of the step and education status of the eligible employee. The 25 year payment shall be 4.8% of the step and educational status of the eligible employee.

SCHEDULE

2011-2012

2012-2013

See Appendix A

APPENDIX B
Summer Program Rates

Driver Education/Summer School -The hourly rate of \$25.68 is hereby established for 2011/12 and 2012/13 school year.

In the event the district decides to offer a Driver Education program either before or after normal school hours, the hourly rate shall be that which would be in effect for the following summer.

APPENDIX C

Guest Teacher Rates

DEGREE \$78.00 per day

The following conditions are effective relative to guest teachers:

1. Compensation for less than a full day of guest teaching shall be:

2 day (3 hours: 45 minutes or less) = 2 daily rate; more than 3 hours: 45minutes=full rate.
2. Rate of \$78.00 per full day after.
3. Long-term guest teacher rate shall begin with the first (1st) day of teaching in the same assignment at a rate of \$79.00 per full day (or pro-rated as required) and shall not be retroactive. However, when a long-term assignment is known prior to the beginning date, the long-term rate shall begin with the first day assigned.
4. Guest Teachers shall not be eligible for fringe benefits except as provided below.
5. Long term guest teachers:
 - a. After the 20th day of a long term guest teacher assignment, guest teachers shall be paid \$180.82 per day.
 - b. To be eligible for recall, a teacher must be a seniority employee.
 - c. Non-seniority employees may be terminated without recourse to the grievance procedure.

See Appendix J1

APPENDIX D
Provisions for Special Classifications

School Psychologist	If Psychologists are employed beyond the normal established school year, they shall be reimbursed on a pro-rated basis.
Department Chairpersons	5.0%

Teacher-Coordinators of Distributive Education:

Recognition of the required two years of trade experience for certification in this field will be accomplished by equating the work experience as representing one full year of teaching experience and making corresponding adjustments on the established salary schedule.

Graduate Pay:

To encourage and promote a higher degree of academic achievement and professional qualifications of the teaching staff, the Board agrees to pay \$300.00 to each teacher who completes a total of six (6) semester hours of graduate credit between September 1 and August 31 of each respective year of this contract beyond that which is required for permanent certification and submits credentials verifying the same.

During each year of operation under this contract, the program shall be limited to a maximum not to exceed \$12,000.00. Should obligations exceed this amount, the teacher shall be paid in the succeeding fiscal year prior to additional personnel being added to the program.

Teachers shall be eligible for reimbursement only once a year and shall not receive more than \$300.00 per school year.

In addition, the grievances of Colleen Cozad and Cathy Kohn shall be granted. No other graduate pay reimbursement shall be paid for years prior to this contract.

APPENDIX E - ATHLETIC PAY SCHEDULE

HIGH SCHOOL COACHES	2011-13
Baseball	
Boys' Varsity	4333
Boys' JV	2831
Boys' Freshman	2515
Basketball	
Boys' Varsity	5415
Boys' JV	3406
Boys' Freshman-A Team	2911
Boys' Freshman-B Team	2911
Girls' Varsity	5415
Girls' JV	3406
Girls Freshmen	2911
Bowling	3346
Cross Country	
Boys' Varsity	3521
Varsity Assistant	3429
Girls' Varsity	3521
Cheerleading	
Head Cheerleading	4693
JV Cheerleading	3315
Freshman-A Cheerleading (Football & Basketball)	2911
Freshman-B Cheerleading (Basketball)	1455
Competitive Cheer	1702
Equipment Manager	4152
Faculty Manager	3972
Football	
Boys' Varsity Head	5415
Varsity Assistant (4)	3384
JV Head	3384
JV Assistant	2938
Freshman (Head)	3248
Freshman (Assistant)	2708

APPENDIX E (continued) - ATHLETIC PAY SCHEDULE

HIGH SCHOOL COACHES	2011-13
Golf	
Boys' Varsity	3341
Boys' JV	1951
Girls' Varsity	3341
Girls JV	1951
Recruiting Coordinator	715
Hockey	
Boys Varsity	4513
Ski	
Co-Ed Varsity	3792
Assistant (50%)	1898
Soccer	
Boys' Varsity	4333
Boys' JV - A Team	2601
Boys' JV - B Team	2601
Girls' Varsity	4333
Girls' JV - A Team	2601
Girls' JV- B Team	2601
Softball	
Girls' Varsity	4333
Girls' JV	2831
Girls' Freshman	2525
Swim	
Boys' Varsity	4692
Boys' JV	2427
Boys' Diving	1624
Girls' Varsity	4692
Girls' JV	2427
Girls' Diving	1624
Tennis	
Boys' Varsity	3341
Boys' JV	2165
Girls' Varsity	3341
Girls' JV	2165

APPENDIX E (continued) - ATHLETIC PAY SCHEDULE

HIGH SCHOOL COACHES	2011-13
Track	
Boys' Varsity Head	4333
Boys' Varsity Asst.	2766
Boys' JV	2427
Girls' Varsity	4333
Girls' Varsity Asst.	2766
Girls' JV	2427
IV. JV	2827
Freshman	2419
Trainer	
Fall Trainer	2630
Winter Trainer	2630
Spring Trainer	2630
Volleyball	
Varsity	4333
JV	2827
Freshman	2419
Wrestling	
Varsity	4333
JV	2493

MIDDLE SCHOOL COACHES	2011-13
Baseball (4)	2350
Basketball	
Boys' (4)	2350
Girls' (4)	2350
Cheerleading	
Football (2)	849
Girls Basketball (2)	1334
Boys Basketball 8th (2)	1334
Boys Basketball 7th (2)	1334
Faculty Manager	3070
Football (8)	2526
Intramurals	2164
Pom Pon (2)	646
Girls' Softball (4)	2350
Swim (2)	2350

APPENDIX E (continued) - ATHLETIC PAY SCHEDULE

MIDDLE SCHOOL COACHES	2011-13
Diving (1)	1123
Track (4)	2350
Volleyball (4)	2350
Wrestling (4)	2350

Note: Should it be determined necessary to establish additional assignments during the life of this Agreement, the temporary rate assigned shall bear a reasonable relationship to similar activities already established.

2011/12	\$6.98
2012/13	\$6.98

Teachers volunteering to work bus duty shall be paid at the rate set forth above. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate set forth per day. The administration shall establish the number necessary for supervision in each building.

APPENDIX F - EXTRA DUTY PAY SCHEDULE

HIGH SCHOOL EXTRA DUTY	2011-2013
Class Sponsor	
Senior Class (2)	2689
Junior Class (2)	1955
Sophomore Class (1)	887
Freshman Class (1)	761
Clubs	
Key	725
French	725
German	725
Investment	725
Shakespear	725
Senior High Ski	725
U.N.I.T.E.	725
SADD	725
Odyssey of the Mind Facilitator	725
Water Polo (Boys & Girls)	725
Wilderness Society	725
Handbell	808
Debate	1616
Echo Yearbook	1943
Forensics	1453
Mock Trial	1419
National Engineering Design Challenge	1413
Honor Society	1296
Channel Manager	11242
Music	
Marching Band (2)	2178
Pep Band (2)	724
Vocal Music	2102
Color Guard (Fall & Winter)	2862

APPENDIX F (Continued) - EXTRA DUTY PAY SCHEDULE

HIGH SCHOOL	2011-2013
EXTRA DUTY	
Pom Pon	1857
Quiz Bowl	861
Student Paper	1028
Student Council	1047
Theater	
All School Play #1	2537
Technical Director #1	951
All School Play #2	V. 1697
Technical Director #2	898
Instrumental Operetta	1209
Drama Operetta (2)	1719
Vocal Operetta	1719
Technical Director:	
Operetta	1427
Thespians	907

Note: Should it be determined necessary to establish additional assignments during the life of this Agreement, the temporary rate assigned shall bear a reasonable relationship to similar activities already established.

Bus Duty:

2011/12	\$6.98
2012/13	\$6.98

Teachers volunteering to work bus duty shall be paid at the rate set forth above. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate set forth above per day. The administration shall establish the number necessary for supervision in each building.

The Saturday School position is an extra duty position. Selection of the Saturday School instructor shall be in conformance with

Article I, Sections C and D. Rate of pay shall be at the Summer School rate (See Appendix B).

APPENDIX E - EXTRA DUTY PAY SCHEDULE

MIDDLE SCHOOL	2011-2013
EXTRA DUTY	
Quiz Bowl	725
Future City	725
Chess Club	725
Drama	725
Foreign Language	725
Math	725
Science	725
Ski Club	725
Intramurals	2158
Music	
Instrumental	1453
Vocal	2158
School Newspaper	725
School Store (2)	707
Student Council	889
Team Leaders	2380
Yearbook (2)	937

Note: Should it be determined necessary to establish additional assignments during the life of this Agreement, the temporary rate assigned shall bear a reasonable relationship to similar activities already established.

Bus Duty:

2011/12 \$6.98
 2012/13 \$6.98

Teachers volunteering to work bus duty shall be paid at the rate set forth above. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate set forth above per day. The administration shall establish the number necessary for supervision in each building.

APPENDIX F - EXTRA DUTY PAY

ELEMENTARY	2011-2013
EXTRA DUTY	
Honors Choir	725
Drama	1293
Intramurals	1684
Book Bowl	725
Student Council (6)	1428

Agreement, the temporary rate assigned shall bear a reasonable relationship to similar activities already established. Should it be determined necessary to establish additional assignments during the life of this contract.

Bus Duty:

2011/2012	\$6.98
2012/2013	\$6.98

Teachers volunteering to work bus duty shall be paid at the rate set forth above. If a sufficient number of volunteers are not available, bus duty will be assigned to all teachers on a rotating basis at the rate set forth above per day. The administration shall establish the number necessary for supervision in each building.

It is the position of the Association that teachers who wish may volunteer without pay for programs such as those in Appendix E and F and will not be funded by the Board. It is understood that this is a temporary situation and is not intended to permanently change the status of those positions which have normally been paid. It is further understood that the Association has no objection to teachers who wish, volunteering to start a new program without pay, even though the Board may not fund such a new program. The Board agrees to provide the Association with a list of all such volunteers.

**GRAND BLANC COMMUNITY SCHOOLS
2011-12 DISTRICT CALENDAR FOR STAFF**

<u>DATES</u>	<u>DAY</u>	<u>ACTIVITY</u>
08/29/11	Monday	First day for staff (Building Level Professional Development)
08/30/11	Tuesday	Professional Development Teachers (District Level)
08/30/11	Tuesday	Open House-High School 5:00-7:00 p.m.
08/31/11	Wednesday	Professional Development Teachers (PLC's)
09/01/11	Thursday	Opening Day – All Staff
09/02/11-09/05/11	Friday/Monday	Labor Day Holiday (School not in session)
09/06/11	Tuesday	First day for Students (Full Day)
09/23/11	Friday	Homecoming (Half day for all students)
10/05/11	Wednesday	Late start for all levels: 2 hours 20 minute delay for High, Middle and all Elementary Schools – Professional Learning Communities/Collegial Planning
10/11/11-10/12/11	Tuesday/Wednesday	(A) Parent-Teacher Conferences – High School (Full day for students) Conferences Tuesday and Wednesday 5:00 – 8:00 p.m
10/11/11-10/28/11	Tuesday-Friday	MEAP Testing Grades 3 through 9
10/14/11	Friday	Half day for High School Students
10/17/11	Monday	High School MEAP Test (9 th grade Social Studies)
10/18/11	Tuesday	LSIP – Full day for Students
10/21/11	Friday	End of First Marking Period – Middle School
11/01/11	Tuesday	LSIP– Full day for all Students
11/04/11	Friday	End of First Marking Period – Elementary Schools/High School
11/08/11	Tuesday	Election Day-No School for students Professional Learning Communities/Collegial Planning for Staff (School not in session)
11/15/11	Tuesday	(B) Parent-Teacher Conferences (Full day for all Students) Elementary Conferences: 4:30 – 7:30 p.m. Middle School Conferences: 5:00 – 8:00 p.m.
11/16/11	Wednesday	(B) Parent-Teacher Conferences – (Half day for Elem. /M.S. Students) Elementary Conferences – 4:30 – 7:30 p.m. Middle School Conferences –12:30 – 3:30 p.m.
11/17/11	Thursday	B) Parent-Teacher Conferences – (Half day for Elem. /M.S. Students) Elementary conferences – 1:10 – 4:10 p.m. Middle School conferences – 5:00– 8:00 p.m.
11/18/11	Friday	Half day for Elementary and Middle School Students
11/23/11	Wednesday	Half day for all Students
11/24/11-11/25/11	Thursday/Friday	(C) Thanksgiving Recess
12/02/11	Friday	End of second marking period for Middle Schools
12/07/11	Wednesday	Late start for all levels: 2 hours 20 minute delay for High, Middle and all Elementary Schools – Professional Learning Communities/Collegial Planning
12/13/11	Tuesday	LSIP– Full day for Students
12/22/11	Thursday	Full day of School – Last day before winter recess
12/23/11-12/30/11	Friday-Friday	Winter Recess (School not in session) – Buildings are closed
01/03/12	Tuesday	School resumes
01/10/12	Tuesday	LSIP– Full day for Students
01/16/12	Monday	Martin Luther King's Birthday – Buildings are closed
01/18/12-1/20/12	Wednesday-Friday	(D) Final Exams – High School (Half days for H.S. Students)
01/20/12	Friday	End of Second Marking Period – Elementary Schools/High School END OF FIRST SEMESTER
01/20/12	Friday	End of Third Marking Period – Middle School
01/23/12	Monday	Records Day (Teachers)-School not in session (Students)
01/24/12	Tuesday	First Day of Second Semester

02/01/12	Wednesday	Late start for all levels: 2 hours 20 minute delay for High, Middle and all Elementary schools – Professional Learning Communities/Collegial Planning
02/07/12	Tuesday	LSIP– Full day for Students
2/20/12	Monday	President's Day – Buildings are closed
02/29/12	Wednesday	(E) Parent-Teacher Conferences – High School (5:00 – 8:00 p.m.) Full day for Students
03/06/12	Tuesday	Only Juniors report to High School – No lunch served
03/07/12-03/08/12	Wednesday/Thursday	Half days for High School Students for MME testing
03/09/12	Friday	End of Fourth Marking Period – Middle Schools
03/13/12	Tuesday	LSIP– Full day for students
03/20/12	Tuesday	(F) Parent-Teacher Conferences – Elementary/Middle Schools Full day for Students (evening conferences)
03/21/12-03/22/12	Wednesday/Thursday	(F) Parent-Teacher Conferences – Elementary/Middle Schools Half days for students
03/23/12	Friday	Half day for Students at Elementary/Middle Schools
03/30/12	Friday	End of Third Marking Period – Elementary Schools/High School Half day for all Students
04/02/12-4/06/12	Monday-Friday	(G) Spring Recess – School not in session
04/10/12	Tuesday	LSIP– Full day for Students
04/26/12	Thursday	Take Your Child to Work Day – No school for Students Professional Learning Communities/Collegial Planning
04/27/12	Friday	End of Fifth Marking Period-Middle School
05/02/12	Wednesday	Late start for all levels: 2 hours 20 minute delay for High, Middle and all Elementary schools – Professional Learning Communities/Collegial Planning
05/08/12	Tuesday	LSIP– Full day for Students
05/28/12	Monday	Memorial Day Recess (School not in session)
05/30/12	Wednesday	High School Graduation
06/06/12-6/08/12	Wednesday-Friday	Final Exams (Half day for High School Students)
06/08/12	Friday	Last day for Students
06/11/12	Monday	Last day/Records day for Staff

Snow Day Makeup

It is understood that snow days shall be made up when necessary without additional compensation so that the minimum number of instructional days and hours are met annually in compliance with current state regulators. When necessary, these days are made up at the end of the school year.

- (A) Parent Teacher Conferences H.S. Tuesday & Wednesday - Full day for students (10/11/11 & 10/12/11)
Conference Times: Tuesday & Wednesday 5:00-8:00 p.m.)
- (B) Parent Teacher Conferences (Lunches will not be served) Wednesday-Friday
 Elementary and Middle Schools are dismissed at regular half-day dismissal time on Wednesday-Friday, 11/16/11-11/18/11. Tuesday, 11/15/11 is a full day of school for students and teachers.
- Perry dismissed at 11:27 a.m.
 M.S. dismissed at 11:34 a.m.
 Elementary dismissed at 12:17 p.m.
 - Anderson, Brendel, Cook, Indian Hill, Mason, McGrath, Myers, and Reid
- (Afternoon Young 5's is in session Monday-Friday, 11/14/11-11/18/11)
 M.S. Tuesday & Thursday (5:00 - 8:00 p.m.). Wednesday (12:30-3:30 p.m.)
 Elementary - Tuesday & Wednesday (4:30- 7:30 p.m.) Thursday (1:10 - 4:10 p.m.)
- (C) Thanksgiving Recess Begins Wednesday, 11/23/11. School dismissed at:
 H.S. - 10:43 a.m.
 Perry / City School - 11:27 a.m.
 M.S. - 11:34 a.m.
 Elementary – 12:17 p.m.
 Anderson, Brendel, Cook, Indian Hill, Mason, McGrath, Myers, and Reid
- (Lunches will not be served)
- (D) Final Exams H.S. dismissed at 10:43 a.m. daily (Wednesday-Friday, 1/18/12-1/20/12)
 (Lunches will not be served.)
- (E) Parent-Teacher Conferences H.S. Conference Times: Wednesday, 02/29/12 (5:00-8:00 p.m.)
- (F) Parent Teacher Conferences (Lunches will not be served) Wednesday-Friday
 Elementary and Middle Schools are dismissed at regular half-day dismissal time on Wednesday-Friday, 03/21/12-03/23/12.
 Tuesday, 03/20/12 is a full day of school for students and teachers
- Perry dismissed at 11:27 a.m.
 M.S. dismissed at 11:34 a.m.
 Elementary dismissed at 12:17 a.m.
 -Anderson, Brendel, Cook, Indian Hill, Mason, McGrath, Myers, and Reid
- (Afternoon Young 5's is in session Monday-Friday, 03/19/12-03/23/12
 M.S. Tuesday & Thursday (5:00 - 8:00 p.m.). Wednesday (12:30-3:30 p.m.)
 Elementary - Tuesday & Wednesday (4:30- 7:30 p.m.) Thursday (1:10 - 4:10 p.m.)
- (G) Spring Recess Begins Monday, 04/02-06/12

2011-2012

1st Semester

2nd Semester

	<u>Students</u>	<u>Staff</u>
August	0	03
September	19	20
October	21	21
November	19	20
December	16	16
January	13	13
TOTALS	88	93

	<u>Students</u>	<u>Staff</u>
January	06	07
February	20	20
March	22	22
April	15	16
May	22	22
June	06	07
TOTALS	91	94

Total Teacher Days 187
 Total Student Days 179

7 Holidays per Contract

September 5, 2011	Labor Day
November 24, 2011	Thanksgiving day
November 25, 2011	Day after Thanksgiving
December 25, 2011	Christmas Day
January 1, 2012	New Year's Day
April 6, 2012	Good Friday
May 28, 2012	Memorial Day

**GRAND BLANC COMMUNITY SCHOOLS
GRIEVANCE FORM**

Name(s) _____ Date filed _____

Building _____ Assignment _____

Individual Grievance _____ Group Grievance _____ Association Grievance _____ Level II _____

Statement of Grievance:

Contract Citations:

Relief Sought:

Signature of Grievant _____

Signature indicating receipt of Grievance form _____
Signature Date

Submit this form to building/unit administrator.

Administrator=s Signature/Title

*Individual/Group Grievance: Copies to - Association Office
Personnel Grievant
Administrator*

*Association Grievance: Copies to - Association Retains
Personnel Office*

GRAND BLANC COMMUNITY SCHOOLS GRIEVANCE DISPOSITION FORM

TO: _____

Your grievance filed _____ and assigned number _____

has been reviewed at Level _____ and a determination has been made as follows:

Date _____ Signature _____

Signature - Indicating receipt by Grievant _____

Date _____

Copies To: *Association Office*
Grievant
Personnel Office
Administrator

**APPENDIX I
GRAND BLANC COMMUNITY SCHOOLS
SCHOOL IMPROVEMENT DEVIATION FORM**

BUILDING _____ **DATE SUBMITTED** _____

STATEMENT OF DEVIATION

MASTER AGREEMENT LANGUAGE AFFECTED BY DEVIATION:

ARTICLE _____ **NUMBER OF STAFF VOTING**
PAGE # _____ **(# OF STAFF VOTING AND PERCENTAGE)**

YES _____ **NUMBER** _____ **PERCENT** _____
NO _____ **NUMBER** _____ **PERCENT** _____

WHAT SCHOOL IMPROVEMENT GOAL AND OBJECTIVES ARE ADDRESSED BY THIS DEVIATION?

RATIONALE FOR DEVIATION (ATTACHMENTS IF NECESSARY)

MINORITY VIEW (STATEMENT OR ATTACHMENT)

DECISION DATE

ASSOCIATION REPRESENTATIVE

**DURATION OF DEVIATION AGREEMENT
(ACTUAL DATES)**

PRINCIPAL

**VOTE TO ESTABLISH DEVIATION AS A
CONTINUING PRACTICE**

YES _____ **NUMBER** _____ **PERCENT** _____
NO _____ **NUMBER** _____ **PERCENT** _____
DATE _____

DISTRIBUTION:
*Building School Improvement Team
District School Improvement Team
GBEA President
Deputy Superintendent for Instruction*

**APPENDIX J.1
PREGNANCY, ADOPTION AND CHILD CARE OPTIONS**

When pregnancy, childbirth, adoption or care of a child, including a foster child, is involved, a teacher has several options. These options are for either paid or unpaid leave as follows:

A. PAID LEAVES

1. **Short term paid disability leave:** Paid personal sick days are provided in Article X, Section A and Sick Bank days are provided in Article X, Section E. Teachers can use personal sick days and/or Sick Bank sick days for days when they are sick and/or disabled. The use of personal sick days and/or Sick Bank sick days can only be for when a teacher is unable to teach due to illness and/or medical disability. Sick leave days cannot be used for child care except for illness of the child.

The average time for disability (from delivery through recovery) is six (6) weeks or 42 calendar days. Personal sick days and/or Sick Bank days cover a teacher for up to 65 work days, so most pregnancies, child births and the recuperation are usually adequately covered.

2. **Long term paid disability leave:** If the illness and/or disability should be long term (beyond 65 work days), the teacher is eligible to apply for long term disability insurance benefits for the illness and/or disability (see Article XIII, Section C). Long term disability insurance cannot be used for child care.
3. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee=s right to return to work for the first semester of the coming school year.

* * * * *

The following applies to both the paid short term and paid long term disability leaves, and unpaid leaves of absence:

Federal and state civil rights laws require that the illness and/or disability resulting from pregnancy and/or child birth be treated exactly the same as any other medical illness and/or disability. This means employees have the right to use their personal sick days and Sick Bank days for all medical disabilities, including pregnancy and child birth related illnesses and disabilities.

Sick Bank provisions are covered in Article X, Section E. The Sick Bank also has application and eligibility requirements and there may be a waiting period for coverage.

APPENDIX J.1 Continued

If the illness and/or disability is for an extended time, a doctor must verify the illness and/or disability. For purposes of usage of personal sick days, Sick Bank sick days, and long term disability insurance benefits, the same medical standards are used to judge pregnancy illness and/or disability that are used to judge any illness and/or disability.

It is important to note that a teacher may not use sick days and/or Sick Bank sick days or long term disability insurance benefits for anything other than illness and/or disability.

A teacher must apply separately for coverage from the Sick Bank and for coverage from long term disability insurance.

A teacher's position is held for the teacher while on both short term paid medical leave and long term paid medical leave for up to one (1) year (see Article XI, Section I, d.2. Seniority (Article VIII, Section F (1) & (1) (c), salary step credit (Appendix A), and years of service for terminal pay (Article XII, Section A) continue to accrue as long as the teacher is being paid personal sick day pay or Sick Bank pay by the district. Seniority, salary step credit, and years of service do not continue to accrue while the teacher is collecting long term disability benefits.

B. UNPAID LEAVES

1. Unpaid short term child care leave: Article XI, Section C provides for an unpaid short term child care leave for the care of a natural, adopted, or foster child for up to twelve (12) weeks during which time the teacher's position is held. At the end of the twelve (12) weeks the teacher shall either return to work or request an unpaid long term child care leave, or, if the teacher is ill and/or disabled, he/she may use sick days, Sick Bank days, and/or long term disability insurance benefits to commence after the twelve (12) weeks is over.

If the teacher is enrolled in the district medical insurance, the district shall continue to pay for the medical insurance during the twelve (12) week unpaid child care leave.

2. Unpaid long term child care leave: Article XI, Section B provides for a one year unpaid child care leave (or for the remainder of a school year). The leave may be renewed for two (2) more years after the first full year. Both men and women are eligible for this unpaid child care leave for the care of a child resulting from the birth or adoption or for a foster child.

Teachers may choose to go on a long term unpaid child care leave at any time for the care of their child. The teacher's position is not held during the time when the teacher is on a long term unpaid child care leave.

Medical insurance is not paid during the unpaid long term child care leave.

3. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the

APPENDIX J.1 Continued

Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee=s right to return to work for the first semester of the coming school year.

* * * * *

The following applies to both the unpaid short term child care leave and the unpaid long term child care leave:

Dental, optical, LTD and life insurance are not paid by the district during the time a teacher is on a short term or long term child care leave. Medical insurance is paid during the unpaid short term leave but not for the unpaid long term leave.

Seniority (Article VIII, Section F. (1) & (1) (c), salary step credit (Appendix A), and years of service for terminal pay (Article XII, Section A) do not continue to accrue while a teacher is on either an unpaid short term or long term child care leave.

C. COMBINATION OF PAID AND UNPAID LEAVES

A teacher may combine some of the above leaves. For example, a teacher may take a short term paid disability leave and return upon its expiration or decide she needs to stay home with the child and take a long term unpaid child care leave. Or, a teacher may take a short term paid disability leave and medical complications may develop necessitating staying home from work and taking a long term paid disability leave. A teacher may even be able to convert a leave over to another kind during the leave under certain circumstances.

There is flexibility in the provisions to meet the needs of the teacher but there are also restrictions. Under no circumstances, for example, may a teacher use a paid disability leave for the care of a child unless the child is ill.

Note: See Appendix K on Family and Medical Leave Act and Article XI, B, C, & J.

APPENDIX J.2

REQUEST FOR UNPAID CHILD CARE LEAVES

I request and/or will need one or more of the following:

- 1. _____ A paid short term disability leave. I plan to use my sick days for a paid short term disability* leave not to exceed 65 calendar days. I may also need to apply for Sick Bank days.
- 2. _____ An unpaid short term disability* leave for child birth/adoption/foster child (for up to 12 weeks).
- 3. _____ I request an unpaid long term child care leave.
- 4. _____ I may/will need a paid long term disability* leave. I may/will need to apply for long term disability insurance benefits.

*Disability as used here means medically ill and/or disabled physically so as not to be able to work.

I estimate I will need the leave as follows:

Estimated beginning date

Estimated ending date

* * * * *

Name: _____

Phone _____

APPENDIX K

LEAVES OF ABSENCE AND BENEFITS

There are several sections of the contract that should be reviewed by anyone taking a leave of absence as follows:

- | | |
|--|------------------------------|
| 1. Appendix J.1A & B | Salary Credit Accumulation |
| 2. Article X A-D, F | Sick Days & Personal Days |
| 3. Article X(E) | Sick Bank |
| 4. Article XI B, C, D, E, F, G, H, I, Appendix J.1 & J.2 and Appendix K. | Unpaid Leaves |
| 5. Article XI B, C, Appendix J.1 & J.2 and Appendix K. | Child Care Leaves |
| 6. Article XI, Appendix J.1 | Seniority Accumulation |
| 7. Article XIII | Insurance |
| 8. Appendix K | Family and Medical Leave Act |

In addition to the contract, the FMLA (Family Medical Leave Act) provides eligible employees with up to 12 weeks of unpaid leave to care for a newborn, newly placed adopted or foster child, to care for a seriously ill child, spouse, or parent and for the employee=s own illness. A longer explanation of the FMLA is printed at the end of this Appendix. More information on the FMLA is available from the Personnel Office and GBEA.

The FMLA leave time runs concurrent with the contract leave time. In other words, FMLA time is generally not in addition to the leave time provided in the contract.

One important thing to note about both the contract and FMLA leave time is that both provide time off for medical and child care reasons. Medical documentation may be required for the medical time off and must be provided by the employee under both the FMLA and the contract. The exception is for adoption or foster care where other documentation may be required.

The FMLA provides some limited rights the contract does not. The FMLA provides up to 12 weeks of unpaid leave time for adoption or foster care. Board paid medical insurance must be continued during this time.

GRAND BLANC COMMUNITY SCHOOLS

Your Rights Under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking Leave

Unpaid leaves must be granted for any of the following reasons:

- γ to care for the employee=s child after birth, placement for adoption or foster care;
- γ to care for the employee=s spouse, son or daughter; or
- γ for a serious health condition that makes the employee unable to perform the employee=s job

At the employee=s or employer=s option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

- γ The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- γ The employee ordinarily must provide 30 days advance notice when the leave is foreseeable.

An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer=s expense) and a fitness for duty report to return to work.

Job Benefits and Protection

- γ For the duration of FMLA leave, the employer must maintain the employee=s health coverage under any group health plan.
- γ Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- γ The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee=s leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- γ interfere with, restrain, or deny the exercise of any right provided under FMLA.
- γ discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

- γ The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- γ An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides *greater* family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

FMLA information derived from:

*U S Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210
WH Publication #1420
June 1993*

Appendix L

Michigan Highly Qualified Teachers Worksheet

How will I know if I am highly qualified?

ESEA/No Child Left Behind, Section 1119 and Section 9101

Each teacher should complete this worksheet for each teaching assignment in a core academic subject. Core academic subjects, as defined in Section 9101, include English, language arts, reading, science (physics, chemistry, biology, and earth science), mathematics, arts (including instrumental and vocal music, visual arts, dance, drama) foreign languages, government and civics, history, economics, and geography.

I. All Teachers of Core Academic Subjects Grades K-12

Do I have full state certification? Yes No

Full state certification/licensure means that you have completed a teacher education program from an approved institution of higher education* and hold a valid Michigan teaching certificate. ***Full year, emergency, and substitute permits do not meet full state certification/license requirements.***

*This means an institution that has been approved at the college level by the Michigan State Board of Education. If you are uncertain as to whether your degree is from an approved institution, please check with the institution.

Do I have at least a bachelor=s degree? Yes No

The two questions above are prerequisites that ALL TEACHERS must meet to be classified as highly qualified (No Child Left Behind, Section 9101).

IF YOU ANSWERED NO to either of these questions then you do not meet the ESEA No Child Left Behind requirements (Section 9101) for being a highly qualified teacher. Proceed no further. Consult with the Michigan Department of Education, Office of Professional Preparation Services (www.michigan.gov/mde) or 517-373-3310, regarding requirements to become a certified teacher in Michigan.

If YOU ANSWERED YES to both questions, go on to Section II.

II. Additional Questions for All Teachers

Am I currently assigned to teach a core academic subject for which I have an academic major? Yes No

IMPORTANT NOTE: If an elementary teacher is fully certified in Michigan and is teaching in a self contained elementary education class or in an elementary special education class, that teacher is highly qualified. The Michigan Department of Education views the elementary education program as a major.

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Did I take and pass the Michigan Test for Teacher Certification in my teaching assignment and receive my initial certification/license in Michigan in 1992 or later? Yes No

IF YOU ANSWERED YES to this question **AND** if you are teaching within your area of certification/licensure and have passed the state exam you are highly qualified. **STOP. PROCEED NO FURTHER AND RECORD THIS INFORMATION ON THE ATTACHED MICHIGAN HIGHLY QUALIFIED TEACHER REPORT.**

IF YOU ANSWERED NO to this question, you were certificated before Michigan required a state certification examination or you are not teaching in the area for which you were certificated/licensed. Therefore, you must become highly qualified through one of the options that follow. If you hold a Michigan elementary certificate go to Section III; if you hold a Michigan secondary certificate, go to Section IV.

III.

A. Teachers in an Elementary Self Contained Classroom (Continue with this section only if you answered no in Section II)

Do I have a Master=s Degree in Education, Master=s Degree in Curriculum & Instruction, or Master=s Degree in Reading, or Master=s Degree in a subject area directly related to elementary teaching? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have coursework that is equivalent to an undergraduate major (30 semester hours, earned at any time) in any subject or combination of subjects directly related
Do I have a passing score on the Michigan Test for Teacher Certification general elementary examination? Yes No

IF YOU ANSWERED YES, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have National Board Certification? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

If you have not met the Michigan ESEA Highly Qualified Definition through one of the options provided above, you must select one of the following three opportunities to meet the ESEA Highly Qualified requirements by the end of the 2005-2006 school year.

Do I have at least 3 years of teaching experience at the elementary level and have completed, since the issuance of my Michigan Provisional teaching certificate, a minimum of 18 semester hours in a planned standards-based State Board of Education approved program related to elementary teaching or master=s or higher degree in an area appropriate to elementary education? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Do I have at least 3 years of teaching experience and by the end of the 2005-2006 school year, will I have completed an individual professional development plan, approved by the local school improvement team of at least 90 contact hours or 6 semester hours of coursework which are standards based, subject/content program related to the current teaching assignment and documented with the local district on a form approved by the MDE? Yes No

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you complete the 90 contact hours or 6 semester hours, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Can I demonstrate competence of subject matter knowledge and teaching skills, as outlined in a local performance assessment of my employing district, as per Michigan=s definition of highly qualified teacher*? Yes No

*The Michigan Department of Education, to date, has not developed the criteria and/or model for this performance assessment.

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you successfully complete the local performance assessment, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

III.

B. Teachers in an Elementary, Subject Specific Assignment (continue with this section only if you answered no in Section II).

Do I have a Master=s Degree in the content of my teaching assignment(s)? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have coursework that is equivalent (30 semester hours) to a major in the subject(s) I am assigned to teach? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have a passing score on the Michigan Test for Teacher Certification subject area exam for the subject(s) I am assigned to teach? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have National Board Certification? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Appendix L continued

If you have not met the Michigan ESEA Highly Qualified Definition through one of the options provided above, you must select one of the following three opportunities to meet the ESEA Highly Qualified requirements by the end of the 2005-2006 school year.

Do I have at least 3 years of teaching experience at the appropriate level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester hours in a planned standards-based State Board of Education approved program related to my content assignment or a master=s degree or higher in an area appropriate for the teaching level?

Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Do I have at least 3 years of teaching experience and by the end of the 2005-2006 school year, will I have completed an individual professional development plan, approved by the local school improvement team of at least 90 contact hours or 6 semester hours of coursework which are standards based, subject/content program related to the current teaching assignment and documented with the local district on a form approved by the MDE? Yes No

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you complete the 90 contact hours or 6 semester hours, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Can I demonstrate competence of subject matter knowledge and teaching skills, as outlined in a local performance assessment of my employing district, as per Michigan=s definition of highly qualified teacher*? Yes No

*The Michigan Department of Education, to date, has not developed the criteria and/or model for this performance assessment.

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you successfully complete the local performance assessment, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

IV. Teachers in a Secondary 7-12 Classroom (Continue with this section only if you answered no to Section II).

Do I have a Master=s Degree in the content of my teaching assignment? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have coursework that is equivalent to a major in my teaching assignment? (Major or equivalent is defined as 30 semester hours earned at any time.) Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have a passing score on the Michigan Test for Teacher Certification subject area exam for the subject I am assigned to teach? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

Do I have National Board Certification? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, continue to the next question.

If you have not met the Michigan ESEA Highly Qualified Definition through one of the options provided above, you must select one of the following three opportunities to meet the ESEA Highly Qualified requirements by the end of the 2005-2006 school year

Do I have at least 3 years of teaching experience at the secondary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester hours in a planned standards-based State Board of Education approved program related to my content assignment or a master=s degree or higher in an area appropriate for secondary education? Yes No

IF YOU ANSWERED YES to this question, you have met the Michigan Highly Qualified Teacher Definition. Proceed no further and record this information on the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Do I have at least 3 years of teaching experience and by the end of the 2005-2006 school year, will I have completed an individual professional development plan, approved by the local school improvement team of at least 90 contact hours or 6 semester hours of coursework which are standards based, subject/content program related to the current teaching assignment and documented with the local district on a form approved by the MDE? Yes No

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you complete the 90 contact hours or 6 semester hours, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.

Can I demonstrate competence of subject matter knowledge and teaching skills, as outlined in a local performance assessment of my employing district, as per Michigan=s definition of highly qualified teacher*? Yes No

*The Michigan Department of Education, to date, has not developed the criteria and/or model for this performance assessment.

IF YOU ANSWERED YES to this question, you will have met the Michigan=s definition of highly qualified teacher at the time (no later than June, 2006) you successfully complete the local performance assessment, as described above. At that time, complete the attached Michigan Highly Qualified Teacher Report.

IF YOU ANSWERED NO to this question, you have until the end of the 2005-2006 school year to meet this or any one of the options in Michigan=s definition of highly qualified teachers.