

**MASTER AGREEMENT**  
**between the**

**GENESEE**  
**BOARD OF EDUCATION**

**and the**

**GENESEE EDUCATION**  
**ASSOCIATION**

LOCAL 10/MEA/NEA

**2009-10**

**2010-11**

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Letter of Agreement  
Letter of Agreement

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This agreement entered into this 19th day of August, 2009, by and between the Genesee Unit of Local 10 MEA-NEA (or its successor MEA affiliated organization), a Michigan corporation hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the NEA, and school district of Genesee, the township of Genesee, Michigan, hereinafter called the Board, the signatories shall be the sole parties to this Agreement.

**WITNESSETH:**

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Genesee School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board has statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representatives of the teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent under PA 379 for all certified or professional personnel whether under contract, on leave, or on per diem, hourly, or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree, in advance, that such positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendent, Directors of School and Community Relations, Principals, Assistant Principals, Business Managers, Athletic Director, Special Services Coordinator, Media Administrator, Dean of Students and any other person engaged fifty per cent of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. It is understood that the member of the bargaining unit set forth in the above recognition clause have the responsibility for performing duties normally associated with these positions. These duties shall be assigned to a person who is, or will become, a member of the bargaining unit represented by the union.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement.

## **ARTICLE 2**

### **TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act 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 negotiations and other

concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 the Act or other laws of Michigan or the Constitutions 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 his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before the commencement of the school day or until 6:00 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school

building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto, and educational background and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, including Performance Contracting and Accountability Models, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultations with the Association.
- I. All inservice education for teachers shall be mutually accepted and jointly planned by the Association's Curriculum Council and the Board of Education.
- J. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.

- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- M. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under “New Business” any matters brought to its consideration by the Association so long as those matters are made known to the superintendent’s office 48 hours prior to said regular meeting.
- N. The parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- O. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside the normal classroom activities.

### **ARTICLE 3**

#### **RIGHTS OF THE BOARD**

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Agreement.

### **ARTICLE 4**

#### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board assignment authorizing deduction of professional dues in the



Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct from each teacher's salary one/twenty-first of such dues starting with the first pay of the current teaching contract. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Teachers who leave the district during a school year or who go on an unpaid leave of absence during a school year shall have all dues prorated. Teachers hired on a one – semester terminating contract shall be liable for one-half the professional dues.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duty shall as a condition of employment pay as a representation benefit to the Association an amount set by the Association and payable to the Association, the NEA and the MEA, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. The Michigan Education Association agrees to assume the legal defense of any action or suit brought against the Board as a result of the implementation of this Article. The MEA further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said action or suit. The MEA 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 this Article, or the damages which may be assessed against the Board by any court

or tribunal. The MEA has the right to select legal counsel to defend said action. The MEA has the right to compromise or settle any claim made against the Board under this Article.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or equivalent fee, the Board agrees promptly to remit monthly to the Association all membership deductions. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article not otherwise available to the Board.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, any MESSA option, or any plans or programs jointly approved by the Association and the Board. It is agreed, by the Association and the Board, that the plans and programs alluded to are as follows:

- (a) Annuities: American United Life - Massachusetts Mutual - Prudential - Great West - American Express -Paradigm
- (b) All Banks and Credit Unions
- (c) Savings Bonds – United States
- (d) Charitable Donations – United Way
- (e) MESSA Option – In addition to negotiated MESSA contract
- (f) MEA Financial Services

It is further agreed under (a) Annuities that if one (1) or more of the employees covered by the Master Agreement desires an additional carrier it will be added to those listed.

## **ARTICLE 5**

### **TEACHING HOURS**

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day. Teachers are encouraged to remain a sufficient period after the close of the scheduled school day to attend to those matters that properly require attention at that time, including consultations with parents when

scheduled directly with the teacher. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil day.

- B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods per week. The schedules of all teaching personnel shall conform to those stated in Appendix A of this Agreement.
- C. Vocal and instrumental music and physical education shall remain as an integral part of the total school curriculum throughout the duration of this Agreement.
- D. The elementary vocal and theory music programs (1-6) shall meet in a normal classroom situation and be conducted by a fully certified music teacher for a weekly period of time no less than fifty (50) minutes which shall not be divided into more than two sessions. Children will be allowed to participate in Elementary Beginning and Advanced Bands as an alternate to this program.
- E. The elementary physical education program (K-6) shall be conducted by a fully certified physical education teacher for a weekly period of time no less than fifty (50) minutes, which shall not be divided into more than two sessions. Elementary physical education class size maximum shall not exceed thirty-three pupils.
- F. All teachers shall be entitled to a duty free lunch period of not less than 35 minutes.
- G. Elementary teachers shall use for preparation all time during which their classes are scheduled for instruction from various teaching specialists.
- H. Teachers will be entitled to 250 minutes of planning time per week.
- I. Planning, recess, and relief time lost due to scheduled parties will not be compensated or rescheduled. During scheduled assemblies, the teacher who is assigned to any group of students shall attend the assembly (includes specialists special ed, etc). When a specialist is assigned to any staff member's classroom during an assembly time, that staff member may leave the assembly for whatever portion of that time is needed to perform necessary tasks normally done during preparation time. It is not expected that the teacher will leave for the

sole purpose of having break time. Planning time lost due to shared time teachers' extra curricular high school responsibilities will be rescheduled by the shared time teacher.

- J. No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- K. Whenever a teacher is asked to work more than his/her teaching schedule as set forth in this article, he/she shall receive additional compensation as indicated in paragraph L.
- L. Any teacher who substitutes for another teacher shall receive compensatory time at a rate of 2.4 hours for each substitute period. Compensatory time shall be credited on the next regular pay period after the work is done.
- M. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- N. Persons holding the position of High School Guidance Counselor will be expected to work a minimum of 7½ days beyond the normal teaching year. The Elementary Guidance may be expected to work 2 days beyond the normal teaching year. Compensation for the aforementioned time shall be at the individual's per diem rate.

## **ARTICLE 6**

### **CLASS SIZE**

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the maximum size of each class shall be set at 28 pupils K-3 and 30 pupils 4-12 except in traditionally large group instruction courses or in experimental classes. The Association must agree in writing to exceed those maximums in any deviations except as outlined in the following procedures.

The Board may add up to five extra pupils K-3 and up to three extra pupils 4-12 in any class (maximum of thirty-three) without the agreement of the Association. If this occurs, however, the Board will pay to the teacher involved a sum of \$250 per semester per elementary student over the 28 or 30-student maximum and \$50 per semester per student per high school class over the thirty-student maximum. During the 2009-2010 and 2010-2011 school years the Board may increase class size beyond 33 pupils. If this occurs, however, the Board will pay to the teacher involved a sum of \$5,000 per year per elementary student over the 33 student maximum and \$500 per semester per student per high school class over the 33 student maximum. The Board will not create a multigrade elementary classroom covering more than two grades except with special consultation and agreement with the Association.

The Board will pay the specified amounts to any teacher whose class has exceeded the maximums for any forty-five-classroom days in any semester.

The Board will have the first ten school days of each semester to meet these standards after which this Article will take effect.

The ratio of total pupils in the district on the fourth Friday of the school year to total teachers (as defined in Article I, Section A) shall be less than 26 to 1.

B. In grades K thru 6 when the maximum class size (33 maximum) is exceeded due to assignment of special education students to the general classroom the regular classroom teacher will be compensated at the rate of \$50 per 50 minute classroom period per semester that the student is assigned to the regular classroom teacher. If the maximum is over 33

students the teacher will be compensated at the rate of \$500 per 50 minute classroom period per semester that the student is assigned to the regular classroom teacher.

- C. Neither elementary nor secondary teachers shall be deprived of preparation time because of secondary exam schedules. If an unresolvable conflict arises, the teacher shall be compensated as per Article 5, L.

## **ARTICLE 7**

### **TEACHING CONDITIONS**

- A. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that effort shall be continued to seek and use textbooks and supplementary reading materials that contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties will confer from time to time through the curriculum councils composed of the department heads and principals in each school for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained.
- B. The Board agrees to make available to the teachers in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board shall provide:
  - 1. A separate desk for each teacher in the district with a lockable drawer space.
  - 2. Suitable closet space for each teacher to store coats and other personal articles.
  - 3. Adequate dry mark board space in every classroom.
  - 4. Copies, exclusively for each teacher's use, for all texts used in each of the courses he/she is to teach.

5. A suitable storage space in each classroom for instructional materials.
  6. Adequate attendance books, paper, pencils, pens, chalk, erasers, expo markers and other such material required in daily teaching responsibility.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
  - E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.
  - F. Upon the request of the Association, vending machines shall be installed in the teacher's lounge. Eighty percent of the proceeds from such machines shall be placed in the Dorothy Baker Scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the Administration.
  - G. Faculty meetings may be set for the thirty (30) minutes immediately following or preceding the regular teacher day. When such meetings are longer than thirty (30) minutes, bargaining unit members may choose to remain voluntarily without pay. In addition the building principal may schedule up to three 60-minute meetings per year. The building principal and AR shall meet to develop the agenda. One week's advance notice shall be given for such meetings.

## **ARTICLE 8**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. All teachers employed by the Genesee School District must possess a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license. The employment of new teachers whose certification is anything less than a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license is to be permitted only in a case of absolute necessity and by mutual consent of the Association and the Board. In each instance the Board shall indicate the extent to which it has endeavored to fill the position with a fully certified person. No person whose certification is based on less

than a Valid Michigan Provisional, Permanent, Continuing or Professional Certificate or the appropriate license shall be employed in a regular full time position for more than one year. The individual contract shall provide for immediate termination in the event a person with a Valid Provisional, Permanent, Continuing or Professional Certificate or appropriate license is hired for that position.

- B. Teachers shall not be assigned outside the scope of their teaching certificates except temporarily and for good cause, and the Association shall be so notified in writing in each instance, along with written statement of reasons for such misassignment. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be notified in writing in each instance.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education courses, driver education, and extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to fully certified teachers regularly employed in the district.
- E. Bargaining unit representatives shall be guaranteed on all school improvement committees and/or all site based decision-making programs not constituted of specifically bargained positions. Such representatives shall be chosen by the bargaining unit. Whenever possible, these entities shall meet within the regular workday.
- F. Student teacher assignments shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be based on seniority and area of



certification. Student teachers will be assigned to teachers with at least three years experience in the grade level and or subject area.

## ARTICLE 9

### VACANCIES PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgement so determines, such a vacancy may be filled on a temporary basis until the end of the current semester at which time the position will be considered vacant.
- C. The Board declares its support of a policy, when feasible, of filling teaching or administrative vacancies from within its own teaching staff. Whenever such vacancy arises or is anticipated during the normal school year, the superintendent shall notify the Association and promptly post notice of same on a bulletin board in each school building for no less than three weeks, except by mutual consent, before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new teaching or administrative positions shall be posted with accompanying job description. An applicant with less service in the district shall not be awarded such position unless his/her qualifications shall be substantially superior.

- D. Whenever teaching or administrative vacancies occur during the normal summer months when school is not in session, the following procedures heretofore outlined shall be followed:
1. Teachers with specific interests in possible vacancies will notify the superintendent's office of their interest in writing during the last week of school and shall include a summer address.
  2. Should such a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent's office and notified of the vacancy.
  3. Teachers so notified shall have the responsibility of contacting the superintendent's office indicating their interest in said position within five (5) days of notification.
- E. An involuntary transfer will be made only in the case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such a transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional Grievance procedure.
- F. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have under this Agreement prior to such transfer to supervisory or executive status, except that no seniority will be granted for years of administrative service. Administrative or executive personnel may only transfer to a vacant position and may not replace or cause the displacement of a tenured bargaining unit member.
- G. The Board declares its support of a policy of filling extra-curricular vacancies from within its own teaching staff when possible. Bargaining unit members currently holding Schedule B position(s) must respond to administrative inquiry by April 30 to retain said position(s). The Board will post a total list of extra-curricular position vacancies by June 1 of each year. Teachers will have 10 school days to make application for posted positions. Positions not

posted will be considered filled for the next school year by the person holding that position during the current year. Vacancies in extra-curricular positions will be filled by internal posting for 10 business days prior to the external posting of the position.

- H. All teachers shall be notified in writing of new positions created after June 1 and shall be given 10 days after notification to apply for the position. Posting shall be considered proper notification only during the school year as defined in Appendix D.

## **ARTICLE 10**

### **LEAVE TIME**

- A. At the beginning of each school year each teacher shall be credited with ten (10) leave days. Unused days may accumulate from year to year up to thirty (30). Unused days past thirty will be paid to the teacher at the current sub rate per day at the end of the school year. Teachers with at least ten (10) years of seniority may convert up to (20) days per year to vacation time to be paid in addition to their annual salary. The vacation time is to be paid in addition to their annual salary. The vacation time will be paid in addition to their regular salary. This vacation time will be paid at the current sub rate for each of the twenty days. Teachers will notify the payroll office of conversion of leave time to vacation time on the first workday of each contract year.
- B. Teachers will be allowed to use ½ of a leave day provided that the reason for using such time is of an emergency/unavoidable nature. Acceptable reasons for use would include, but not be limited to, personal or family illness, funerals, or appointments when circumstances prevent scheduling otherwise and when not done on a regular basis. It is understood that members will try to keep use of ½ days to emergency situations, and will not schedule such days arbitrarily.
- C. Upon leaving the district, a teacher shall be paid at the current sub rate for each accumulated leave day credited to him/her.
- D. A teacher may be asked to document any use of more than two (2) consecutive leave days.

- E. Bereavement Leave: Where distance precludes attendance by a school representative at the funeral, a bereaved bargaining unit member shall be allowed one day for travel.
- F. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth total leave credit.
- G. A teacher who becomes eligible for benefits from the Short Term Disability Insurance shall be granted a leave of absence without pay for the duration of the illness or disability or to the end of the school year, whichever is shorter. Such leave will be extended with full insurance coverage for a maximum of two semesters by request of the teacher. A doctor's statement must be presented, if requested. A teacher whose leave has been extended into a new school year has the option of returning to his/her position at the beginning of that new year if he/she notifies the Superintendent of his/her intentions by the preceding July 15 or at the beginning of the second semester if he/she notifies the Superintendent of his/her intentions by the preceding December 1. Upon return from such leave the teacher shall be assigned to the same or an equivalent teaching position and shall be paid, therefore, at the salary step on the salary schedule allowing full time for such leave.
- H. Absence due to a disabling injury incurred in the course of the teacher's employment shall not be charged against a teacher's sick leave days. Any eligible compensation will be that of Workers Compensation. Salary for the five working day waiting period between Workers Compensation and/or Short Term Disability shall be covered by the Board.
- I. A teacher planning to use a leave day is encouraged to notify his/her building principal as far in advance as possible. A leave day may not be used before or after a holiday or vacation period to extend the vacation or holiday without prior approval of the administration. Approval or rejection of a request will be documented by the administration and will be given to the Association. Complete Appendix P
- J. The use of three or more leave days to provide an additional vacation period will not be allowed without the prior approval of the Administration. Complete Appendix P

- K. The use of a leave day will not be allowed for a scheduled professional development day without prior approval of the administration. Complete Appendix P
- L. A teacher called for jury duty (or to give testimony before any judicial or administrative tribunal) or in arbitration, negotiation, mediation or fact-finding proceeding pertaining to Genesee Schools shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A person will be given one leave day to give testimony before any judicial or administrative tribunal. Additional days may be granted on mutual consent of the Board and the Association.
- M. At the beginning of the school year the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association agrees to notify the Board no later than the end of the previous school day when it intends to use said leave and present lessons plans for the period of time to be gone.
- N. A teacher scheduled for annual training sessions for military reserves shall be compensated for the difference between the teaching pay received and the pay received for the performance of such obligation. Every effort shall be made on the part of the teacher to schedule these training sessions during non-teaching days. The teacher shall also be given the option to use annual leave days for this obligation. Should leave days be used, no further compensation shall be given.
- O. A military leave of absence shall be granted to any teacher who is called to active duty in any branch of the Armed Forces of the United States. It is further provided that:
1. The teacher shall be compensated for the difference between the teaching performance pay and pay received for the performance of such duty.
  2. The teacher shall maintain full benefits during this leave of absence.
  3. The teacher shall receive full seniority and full credit on the salary schedule for all time spent on such leave.
  4. The reinstatement will be to the teacher's former position immediately following discharge from duty.

5. The teacher, upon reinstatement, shall be entitled to all extracurricular positions held before such leave began.
- P. Whenever school is closed for Act of God Days, teachers will not be charged for preapproved absences. This shall not apply if the teacher is not available for work, i.e. out of the area or on long-term sick leave.

## **ARTICLE 11**

### **UNPAID LEAVE OF ABSENCE**

- A. A military leave of absence shall be granted to any teacher who shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave (maximum two (2) years) a teacher shall be reemployed at the beginning of the next semester and placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- B. The Board shall grant to any teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the written opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned. Provided, however, that at the option of the teacher, the leave may be extended so that the teacher could return at the beginning of the semester following birth or at the beginning of either of the next two subsequent semesters and further provide that:
1. The reinstatement shall be to the teacher's former position.
  2. In the event of miscarriage prior to the start of maternity leave, or in cases where the duration of leave does not exceed the teacher's accumulated leave days, the leave time provision of this Agreement shall apply.
  3. A teacher on maternity leave shall receive the insurance benefits provided for under this contract through the end of the next full semester following birth provided that a

teacher who chooses to extend such leave as indicated above may have the option of paying for insurance benefits at the group rate.

4. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as she would have been had she taught in the district for that period.

C. A leave of absence shall be granted upon application for the purpose of serving as an officer of the MEA or NEA. It is agreed that such leaves shall be for a period of one year and may be extended for additional time upon mutual consent.

Upon returning the teacher shall be assigned the same or equivalent teaching position and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

D. The Board shall grant to any teacher a leave of absence for the purpose of adoption. Such leave shall commence no earlier than 10 days before the adoption and shall extend so that the teacher can return at the beginning of the semester following adoption or at the beginning of the next two subsequent semesters and further provided that:

1. The reinstatement shall be to the teacher's former position.

2. A teacher on adoption leave shall receive insurance benefits provided for under this contract through the end of the next full semester following the adoption provided that a teacher who chooses to extend such leave as indicated above may have the option of paying for insurance benefits at the group rate.

3. A teacher on adoption leave shall upon return be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

E. A leave of absence shall be granted to any bargaining unit member for purpose of Dependent Child Care. Said leave shall begin upon the request of the teacher. A Dependent Child Care Leave may be requested and granted for the following reasons: seriously ill children, terminally ill children, or raising young children. The teacher may return at the beginning of the next semester or, at the option of the teacher the leave may be extended so the teacher may return at the beginning of either of the next two subsequent semesters for a period of one year. A Dependent Child Care Leave may be extended for additional time upon mutual consent, and further provide that:

1. The reinstatement will be at the teacher's former position.
2. A teacher on Dependent Child Care Leave shall receive the insurance benefits provided for under this contract through the end of the next full semester provided the teacher who chooses to extend such leave may have the option of paying for insurance benefits at the group rate.
3. A teacher on Dependent Child Care Leave upon return shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

**G.** Leave shall be granted to any teacher for educational purposes. The leave shall be for no longer than one calendar year. The teacher on leave shall be allowed to continue fringe benefits and shall reimburse the school district for premium costs at the group rate. Upon returning, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.

## **ARTICLE 12**

### **TEACHING EVALUATION AND PROGRESS**

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

**A.** The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; once during each of the first three nine week periods, providing no evaluations occur during three weeks prior to the end of either semester. There shall be ten school days between an evaluation interview and a subsequent visitation for the purpose of evaluation. Tenure teachers shall be evaluated at least once during the first year of tenure, to be completed three weeks before the end of either semester, and thereafter, at least once every three years, such evaluations to be completed three weeks before the end of either semester. Shared-time tenure teachers shall be evaluated by each principal at least once during the first year of tenure and then by each principal at least once during each three-year period. Teachers who receive an unsatisfactory evaluation shall be



placed on an IDP and evaluated in accordance with the Tenure Act. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their right under the Tenure Act. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay pending a final determination by the Tenure Commission.

- B. Evaluations shall only be conducted by a qualified building principal or assistant principal with three (3) years successful teaching experience at the teacher's level (secondary or elementary) of performance. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Secondary teachers will be evaluated in their major field where possible, otherwise in their area of concentration, with the exception of secondary probationary teachers who may be evaluated once annually in their minor field of study.
- C. Each of the principals shall conduct at least one of the evaluations for shared-time probationary teachers. Each principal's evaluation shall occur only when the shared-time teacher is teaching students under the final authority of the evaluator.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association and as printed in Appendix C.
- E. The board agrees to notify the Association one month prior to the meeting at which they will be acting on tenure contracts. Each teacher shall have the right, upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's

request, accompany the teacher in the review. Each teacher's personal file shall contain the following minimum items of information:

- Required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher Certificate
- A transcript of academic records
- Criminal Records check for new employees

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. Upon leaving, if requested, the certificate and transcript will be returned to the teacher.

### **ARTICLE 13**

#### **MENTOR PROGRAM**

A mentor teacher shall be defined as a Master teacher as identified in section 1526 of the school code and shall perform duties as specified in the code. Mentor Teachers shall be tenured members of the bargaining unit. Teachers wishing to serve as mentors shall turn their name into the building principal by September 1 of each school year. The principal, a representative from the Association and the mentee shall choose a mentor from that list. Selection shall be completed by September 15 of each school year. The District shall notify the Association of each pairing.

Each bargaining unit member in his/her first three years in the classroom shall be assigned a mentor as outlined above. Reassignments shall be reviewed each May and those involved will decide whether or not to continue the assignment for the following year. The duties of the mentor will be to provide professional support and guidance, and to offer assistance, resources and information in a non-threatening manner. The relationship shall be confidential, and the mentor will not provide any information relative to evaluations or any other supervisory responsibility.

Whenever possible, mentors and mentees will have common planning time, grade level or subject area. Each mentor shall be assigned only one mentee, and each mentee shall be assigned only one mentor at a given time. Upon request, the administration may make available release time for the

purpose of accomplishing the duties as herein described. Within the first three years of employment, each mentee shall have 15 days of District provided professional development time. Mentors shall receive \$300.00 per each full school year of mentoring duty.

## **ARTICLE 14**

### **PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with rules, regulations, and directions as set down in their respective Listed Procedures. If a conflict exists between the Listed Procedures and the Master Contract, the Master Contract shall prevail.
- B. The Association recognizes that abuse of leave, chronic tardiness or absence, willful deficiencies in professional behavior, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall first of all promptly notify the teacher in writing of alleged delinquencies by the use of a memo of verbal warning (Appendix L) which will not be placed in a teacher's personnel file. The memo shall indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline shall also be promptly reported to the Association. Continued delinquencies of the same specific type may result in the teacher receiving a written reprimand (Appendix M) to be placed in his/her personnel file. The Board recognizes the use of progressive discipline for the said infractions.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or deficiencies in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.

- D. No teacher shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such reprimand or reduction in rank, discipline, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## **ARTICLE 15**

### **JOB RECOMMENDATIONS AND RELEASE FROM CONTRACT**

- A. Job recommendations may be made by the Board or its representatives to any school district requesting such information. It is agreed that such recommendation shall be a compilation of all evaluations made prior to receipt of such request, and shall include an explanation of the rating scale where applicable.
- B. The Board and the Association recognize that provision of the Tenure Act dictate the terms by which a staff member may be released from contractual obligation to this school district.

## **ARTICLE 16**

### **MAINTENANCE OF STANDARDS**

- A. All conditions of employment including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the highest minimum standards in Effect in the district at the time this Agreement was signed, provided that such conditions shall be improved for the benefit of teachers as required by the expressed provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

- B. The duties of any teacher or the responsibilities of any teacher in the bargaining unit will not be substantially altered without prior negotiations with the Association.

## ARTICLE 17

### **REDUCTION IN PERSONNEL AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

- A. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school.
- C. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association regarding the effects of such reduction. This will include, but not be limited to such problems as the criteria used for determination as to who will be discharged or laid off and the re-employment rights of such persons.
- D. The following provisions shall apply to a necessary reduction in personnel:
1. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless they have been notified of said discharge or lay off at least thirty days before the end of the previous school year.
  2. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless they have been given written notification of said action and the opportunity for a hearing before the school board.
  3. The notice given and the hearing held pursuant to this Article must be accorded a teacher at least sixty days before the end of the school year previous to the year or portion thereof for which the teacher is being discharged or laid off.
- E. Lay-off will be by strict seniority. Within a single yearly grouping, lay-off may be by field and/or certification. If two people are equally certified within a yearly group, then lay-off shall be by date of hire. Date of hire shall be defined as the first day worked. If the date of hire is the same, then the teacher's most recent evaluation shall be the determining factor. If

evaluations are equivalent, a lottery shall be held to determine seniority. Half-time employees within a yearly group will be laid off before full-time employees. All employees in the lowest yearly group shall be laid off before moving up to the next group.

- F. The Board will furnish bargaining unit members a seniority list which shall contain the first day of bargaining unit work in the district and certification for each teacher.

## **ARTICLE 18**

### **CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause for work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike in the Genesee School District, as defined by Section 1 of the Public Employment Relations Act. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage or assist in any unfair labor practice in the Genesee School District as defined by Section 10 of the Public Employees Relation Act.
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

**ARTICLE 19**

**SCHOOL CALENDAR**

For the terms of this Agreement the school calendar shall be as set forth in Appendix E. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

**ARTICLE 20**

**PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix F, which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the designated periods.
- B. Teachers beginning their 12<sup>th</sup> year (having completed eleven years) of service to the district through those in the 16<sup>th</sup> year of service (having completed fifteen years) shall receive step 1 longevity. Teachers beginning their 17<sup>th</sup> year or more (having completed sixteen years) of service to the district shall receive step 2 longevity. Teachers beginning their 22<sup>nd</sup> year or more (having completed 21 years) of service shall receive step 3 longevity. Longevity pay will be paid the first paycheck in December.

2009-2010

Step 1	\$1450
Step 2	\$2300
Step 3	\$3200

- C. New teachers hired into the school system may be given credit for outside experience at the discretion of the superintendent.
- D. A teacher shall be granted up to two years credit on the salary schedule for military service provided:

1. The teacher was drafted.
  2. The teacher possesses an honorable discharge.
  3. At the time of being drafted the teacher had completed standards of certification.
  4. That upon discharge the teacher is employed as a teacher.
- E. A teacher's hourly rate shall be determined by dividing the salary by total work days divided by eight hours.
- F. Teachers involved in voluntary extra duty assignments as set forth by Appendix B 1 which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- G. Department heads shall be assigned for the department listed in Appendix B 2 and shall be compensated at the indicated rate.
- H. A teacher who was laid off but is recalled prior to the 4<sup>th</sup> Friday of the first semester shall repay to the Genesee School District any unemployment compensation which he/she received during the summer.
- The Board agrees to indemnify the Association for any cost, damages, or liability including legal costs, which may be assessed against the Association as a result of this Section.
- I. Each teacher shall have a choice of twenty-one or twenty-six pays. Notice of such choice shall be made on the first work day of the new school year. Such choice may not be changed until the next succeeding school year.

## **ARTICLE 21**

### **INSURANCE PROTECTION**

The Board shall provide fully paid twelve-month coverage for all bargaining unit members through MESSA-PAK. Bargaining unit members shall have a choice of participating in PAK A or PAK B.



LONG TERM DISABILITY –

- 70% of salary
- \$5,000 maximum
- 365 calendar days straight wait
- Pre existing condition waiver
- Freeze on offsets
- Alcoholism/Drug – Same as any illness
- Mental/Nervous – Same as any illness

NEGOTIATED LIFE – A total of \$ 50,000 with A D & D

VISION – VSP 3+

DENTAL – 80/80/80: \$ 2,000 with Adult ortho

PAK B: LONG TERM DISABILITY –

- 70% of salary
- \$5,000 maximum
- 365 calendar days straight wait
- Pre existing condition waiver
- Freeze on offsets
- Alcoholism/Drug – Same as any illness
- Metal/Nervous – Same as any Illness

NEGOTIATED LIFE – A total of \$ 50,000 with A D & D

VISION – VSP 3+

DENTAL – 80/80/80/: \$ 2, 000 with Adult ortho

Persons choosing PAK B shall receive a cash option in lieu of health benefits. The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment shall be \$4420.00 yearly and may be applied to a Tax-Deferred Annuity. To elect the annuity, the member shall enter into a salary reduction agreement. The Board and the employee shall be responsible for paying their respective FICA taxes on the cash payment. Costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

A. Effective, October 1, 2005, a flexible spending account for medical and dependent care shall be made available to all GEA employees. The flexible spending account year will be September 1, through August 31. The Board shall pay the cost for implementing and maintaining the flexible spending account.

B. The Board shall provide Short Term Disability Insurance for each member of the bargaining unit. Benefits shall be payable on the eighth calendar day of disability at a rate of 70% salary. Full benefit payments shall continue for 365 days from the date of disability. Members of the bargaining unit shall be allowed to use their sick time in conjunction with disability benefits, to receive up to but not exceeding 100% of salary.

C. Teachers working less than full time shall receive a prorated amount toward MESSA Choices

II Insurance according to the following:

Less than ¼ time	none
¼ to less than ½ time	25%
½ to less than ¾ time	50%
¾ to full time	100%

D. Dependent life insurance will be available on an optional basis.

E. This program shall be in force until August 31, 2009 and continue if a new contract is not ratified.

F. The Board shall provide liability insurance for each member of the bargaining unit in the amount not less than that which was in effect as of June 1, 2003.

## **ARTICLE 22**

### **SUBSTITUTE TEACHERS**

A. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number that they may call before 6:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for the substitute teacher. Substitutes shall be paid for regular teaching days a minimum of \$75.00.

Said rate of pay shall remain in effect for the duration of this agreement. If, in the opinion of the Superintendent, this amount needs to be raised in order to obtain substitutes, the administration may institute a raise with consultation and notification to the Association.

- B. Substitutes employees hired to fill vacancies created by a teacher taking an unpaid leave of absence shall meet all the requirements for teachers set down in Article VIII, Section A, of the Master agreement.
- C. A substitute teacher hired to fill a vacancy created by one semester or one year leave of absence shall be hired on a one semester or one-year contract with definite termination at the end of the semester or year. Such a contract will follow the form set down in Appendix L. Copies of such contracts shall be delivered to the President of the Association.
- D. Teachers hired to substitute for definite periods of one semester or one year shall be paid as regular teachers and shall receive all insurance protection granted to regular teachers. In addition, they shall receive ten (10) leave days with a one- year contract and five (5) leave days with a terminating one-semester contract. The substitute, upon termination, will be paid for any unused days at the prevailing substitute rate.
- E. Teachers offered contracts as outlined in Section C shall be liable for the appropriate professional dues as listed in Article 4 of this Agreement.
- F. Substitutes teaching in a vacancy created by an unpaid leave of absence who do so on less than a full day schedule shall be paid proportionately based on the above clauses, except in no case will a less than half-time substitute receive insurance benefits.

## **ARTICLE 23**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristic. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or his/her designee, as promptly as his/her teaching obligations will allow (if requested) full particulars of the incident in writing.
- D. Any assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement or judicial authorities.
- E. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- F. Time lost by a teacher in connection with incidents mentioned in this Article shall not be charged against the teacher provided, however, this Section shall not protect a teacher convicted of a criminal charge.
- G. The Board will reimburse teachers for the actual amount incurred for any loss up to \$250.00 not covered by insurance or deductibles for damage or destruction of clothing or personal property of the teacher while on duty on school premises, not including normal accidental damage. Parking in a secure, designated and maintained location will be provided for teachers.

- H. No action shall be taken upon any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

## **ARTICLE 24**

### **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher, as defined in Article 1, Section A or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative.
- C. If, as a result of the informal discussion with the appropriate administrator a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in Appendix H signed by the Grievant and a representative of the Association, which form shall be available from the Association representative in each building. Two copies of the grievance form shall be delivered to the principal within ten calendar days of the informal meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within ten (10) calendar days of the receipt of the grievance the principal shall meet with the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made by the principal within ten (10) calendar days of such meeting, the grievance shall

be transmitted to the superintendent within ten (10) calendar days. Within ten (10) calendar days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such a meeting and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition by the Superintendent or his/her designee has been made within ten (10) calendar days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within ten (10) calendar days. The Board no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above, the grievance may be submitted to arbitration before an impartial arbitrator within thirty session days from the time of notification of the Board's decision. If the parties can not agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration procedure any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Notwithstanding the expiration of this Agreement, any claim or Grievance arising thereunder may be processed through the grievance procedure until resolution.

## **ARTICLE 25**

### **NEGOTIATION PROCEDURES**

- A. Representatives of the Board and the Association's bargaining teams will meet at agreed upon times during the year for the purpose of reviewing the administration of the contract and to resolve problems that arise. These meetings are not intended to bypass the grievance procedure.

A designated representative of each team will meet to prepare the agenda for each meeting. Attendants at the meetings will be the Superintendent, Association President, and members of the respective bargaining teams as deemed necessary by either party. Meetings shall not be held with fewer than two representatives of either side.

Should such meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to affect temporary accommodations to resolve special problems.

- B. The Association shall designate a teacher in each school building as the Association Representative (A.R.). The principal and the A.R. may meet at least once each month for the purpose of reviewing the administration of the contract and to resolve any problem, which may arise. The meetings are not intended to bypass the grievance procedure.
- C. Between March 1 and June 30 the parties shall initiate negotiation for the purpose of entering into a successor Agreement. Nothing in this clause shall prohibit the initiation of negotiations at a mutually agreeable time.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three signed copies of the final agreement for the purpose of record. One copy retained by the Board, one by the Association, and one by the Superintendent.

## **ARTICLE 26**

### **MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subjected to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendix I and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling. The Board shall not solicit execution of any individual contract at such a time or in such a manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copywritten or sold.



E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications shall continue in force and effect. Negotiations shall be instituted immediately to bargain the impact of such finding(s).

F. Copies of this Agreement titled “Master Agreement between the Genesee School District and the Genesee Unit of Local 10, MEA/NEA” shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, or considered for employment by the Board.

Further, during September of the first year of the Agreement, the Board shall furnish as many extra copies of the Master Agreement to the Association for its use as there are full-time teachers in the District.

G. Teachers shall be assigned to GenNet classes on a voluntary basis only. No bargaining unit members shall be replaced or reduced in hours because of classes offered through GenNet. Required training shall be paid at the teacher’s per diem rate. Monitoring of GenNet classes may be assigned to bargaining unit members on their work period.

**ARTICLE 27**

**DURATION OF THE AGREEMENT**

This Agreement shall be effective as of August 19, 2009 and shall continue in effect until August 31, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Genesee Education Association**

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
MEA

**Genesee Board of Education**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX B

EXTRA CURRICULAR SCHEDULE

All percents for non G.E.A. members are based on B.A. Step 1

All percents for G.E.A. members are based on B.A. Step 6

VARSITY FOOTBALL*	10%
VARSITY FOOTBALL ASST.*	7%
VARSITY FOOTBALL ASST.*	7%
JUNIOR VARSITY FOOTBALL*	7%
JUNIOR VARSITY FOOTBALL ASST.*	5%
JUNIOR HIGH FOOTBALL	5%
JUNIOR HIGH FOOTBALL ASST.	4%
VARSITY BOYS' BASKETBALL	10%
VARSITY GIRLS' BASKETBALL	10%
J.V. BOYS' BASKETBALL	7%
FRESHMEN BOYS BASKETBALL	5%
J.V. GIRLS' BASKETBALL*	7%
FRESHMEN GIRLS BASKETBALL	5%
JUNIOR HIGH BOYS' BASKETBALL (8)	4%
JUNIOR HIGH GIRLS' BASKETBALL (8)	4%
JUNIOR HIGH BOYS' BASKETBALL (7)	4%
JUNIOR HIGH GIRLS' BASKETBALL (7)	4%
VARSITY GIRLS' VOLLEYBALL	10%
JUNIOR VARSITY GIRLS' VOLLEYBALL	5%
JUNIOR HIGH GIRLS' VOLLEYBALL (8)	4%
JUNIOR HIGH GIRLS' VOLLEYBALL (7)	4%
VARSITY BASEBALL	8%
JUNIOR VARSITY BASEBALL	5%
JUNIOR HIGH BOYS BASEBALL	4%
JUNIOR HIGH BOYS TRACK	4%
VARSITY TRACK GIRLS	6%
VARSITY TRACK BOYS	6%
CROSS COUNTRY	6%
VARSITY GIRLS' SOFTBALL	8%
JUNIOR VARSITY GIRLS' SOFTBALL	5%
JUNIOR HIGH GIRLS' SOFTBALL	4%
JUNIOR HIGH GIRLS' TRACK	4%
J.V. AND VARSITY CHEERLEADING – FOOTBALL	2.5%
YEARBOOK SPONSOR	5%
SCHOOL PHOTOGRAPHER	1%
SCHOOL COUNCIL ADVISOR	6%
MUSICAL PLAY DIRECTOR	6%
ASST. MUSICAL PLAY DIRECTOR SUSPENDED THRU 2011	4%
MUSICAL TECHNICAL DIRECTOR	3%
PLAY DIRECTOR SUSPENDED THRU 2011	3%
PLAY TECHNICAL DIRECTOR SUSPENDED THRU 2011	2%
MARCHING BAND AND PEP BAND DIRECTOR**	10%
VOCAL MUSIC DIRECTOR	5%
SCIENCE OLYMPIAD HEAD COACH /ASSISTANTS	3%
NATIONAL HONOR SOCIETIES	2%

ELEMENTARY INTERMURAL BASKETBALL -----	1%
ELEMENTARY AND JR. HIGH BOOK OWL -----	1%
JR. HIGH AND HIGH SCHOOL QUIZ BOWL TEAMS -----	1%
POM SQUAD -----	2%
SENIOR SPONSOR -----	2%
JUNIOR SPONSOR -----	2%
SOPHOMORE SPONSOR -----	1%
FRESHMAN SPONSOR -----	1%
EIGHTH GRADE SPONSOR -----	1%
SEVENTH GRADE SPONSOR -----	1%

**THE FOLLOWING PRO-RATED SCHEDULE WILL BE IN EFFECT FOR AN EXTRA CURRICULAR ACTIVITY THAT MUST BE CANCELLED AT SOME POINT DURING ITS SEASON OR TIME PERIOD BY MUTUAL CONSENT**

- 1. Payment after the contract is signed up to ¼ of the season or time period fulfilled will be 25%.**
- 2. Payment up to ½ of a fulfilled season or time period will be 50%.**
- 3. Payment up to ¾ of a fulfilled season or time period will be 75%.**
- 4. Payment after ¾ of a fulfilled season or time period will be 100%.**

**\*Practice begins two (2) weeks before school begins**

**\*\*Includes (10) days before school begins**

SCHEDULE B POSITIONS HELD BY NON GEA MEMBERS WILL BE POSTED AS VACANT BY JUNE 1 OF EACH YEAR.

NON GEA COACHES MAY BE CONTRACTED THROUGH PCMI SERVICES.

**SCHEDULE B EVALUATIONS**

The employee and the Principal or Athletic Director will meet to establish goals for the yearly program or the season. At the end of the program or season, the employee will indicate whether goals were met or not met or a brief explanation explaining the progress toward the established goals for the year. This information along with the coaching evaluation will be used to evaluate coaches. Other schedule B positions will be evaluated by the Principal based on the goal information submitted.

**APPENDIX B 1**

DEPARTMENT HEADS  
HIGH SCHOOL

LANGUAGE -----	4%
MATH -----	4%
SOCIAL SCIENCE -----	4%
VOCATIONAL -----	4%
SCIENCE -----	4%
CREATIVE ARTS -----	4%

**ELEMENTARY SCHOOL**

LANGUAGE -----	4%
SCIENCE -----	4%
MATH -----	4%
SOCIAL SCIENCE -----	4%

**APPENDIX C**  
**TEACHER EVALUATION**  
**GENESEE SCHOOLS**

Teacher: \_\_\_\_\_ Status: Tenure \_\_\_ Probationary \_\_\_ 1yr. \_\_\_ 2yrs \_\_\_ 3 yrs \_\_\_ 4yrs. \_\_\_  
 Building: \_\_\_\_\_ Position: \_\_\_\_\_  
 Pre-Observation Conference: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_  
 Post-Observation Conference: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

This instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article 12 of the Master Agreement between the Genesee School District Board of Education and the Genesee Education Association.

The process of evaluation indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in areas marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT, IF SO DESIRED.

S                    SATISFACTORY  
 U                    UNSATISFACTORY  
 NA/NO            NOT APPLICABLE/NOT OBSERVED

I.                    SUBJECT MATTER CONTENT

- |    |                                                                                                                                                    | S                        | U                        | NA/NO                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| A. | <b>KNOWLEDGE OF TEACHING AREA</b>                                                                                                                  |                          |                          |                          |
| 1. | Exhibits a sound background and understanding of the subject matter required of the position.                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Keeps abreast of current theory and practice in his/her field.                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:  
 \_\_\_\_\_  
 \_\_\_\_\_

- |    |                                                                                                                   | S                        | U                        | NA/NO                    |
|----|-------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| B. | <b>METHODOLOGY</b>                                                                                                |                          |                          |                          |
| 1. | Stimulates interest in subject area.                                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Subject content is consistently relevant.                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Student inputs are encouraged and treated with respect.                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Varied resources are used appropriately.                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS: \_\_\_\_\_  
 \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:  
 \_\_\_\_\_

C.	<b>EVALUATION</b>	<b>S</b>	<b>U</b>	<b>NA/NO</b>
1.	The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The capability of the student is taken into consideration, as well as the amount of effort the student has expended.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Accurate records are kept.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Assignments are reviewed and turned back promptly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

\_\_\_\_\_  
\_\_\_\_\_

**II. MANAGEMENT**

A.	<b>ORGANIZATION AND DIRECTION</b>	<b>S</b>	<b>U</b>	<b>NA/NO</b>
1.	The teacher organizes classroom routines in an efficient manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Most of the teacher's time is devoted to teaching and learning activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

\_\_\_\_\_  
\_\_\_\_\_

B.	<b>CARE OF ROOM AND EQUIPMENT</b>	<b>S</b>	<b>U</b>	<b>NA/NO</b>
1.	The teacher exerts reasonable care to see that furnishings are kept in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Maintenance needs are promptly reported.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Audio-visual and other learning tools are used and stored properly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Students are guided in sharing the responsibility for care of furnishings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

\_\_\_\_\_  
\_\_\_\_\_

C.	<b>DISCIPLINE</b>	<b>S</b>	<b>U</b>	<b>NA/NO</b>
1.	The teacher promotes a friendly environment which is conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Building and classroom rules are made known to the students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Breaches of discipline are handled according to the district and building policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Students are dealt with in a fair and consistent manner.			
5.	Students are taught conflict resolution skills.			

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

\_\_\_\_\_  
\_\_\_\_\_

### III. RELATIONSHIPS

A.	SELF-RELATIONSHIPS	S	U	NA/NO
1.	Exhibits a positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Exercises initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Encourages others by his/her attitude toward the position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Seeks out new ideas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is open-minded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Is willing to give and receive assistance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Implements suggestions in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

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B.	INTERPERSONAL RELATIONSHIPS	S	U	NA/NO
1.	Relationships with students, colleagues and parents are honest and forthright.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Dignity and rights of people are respected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Shows consistent interest in students' academic and social growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

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C.	INSTITUTIONAL RELATIONSHIPS	S	U	NA/NO
1.	Shares freely and constructively any criticism or ideas for improvement of education in the district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Observes district and building rules, administrative regulations, agreements and policies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Reports and bookkeeping are accurately kept and promptly turned in when requested.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OBSERVATIONS: \_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT AREAS RATED UNSATISFACTORY:

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**APPENDIX D**  
**2009-2010 SCHOOL CALENDAR**

Sept 1 K-12 Professional Development 8:00 – 3:00; Lunch 11-12  
Sept 2 K-12 Professional Development 8:00 – 3:00; Lunch 11-12  
Sept 3 K-12 Professional Development 12:30 – 3:30  
Sept 3 K-12 OPEN HOUSE 3:30 – 6:30 (Teachers work in Classrooms)  
Sept 8 K-12 First Day of School Full Day  
Oct 22 7-12 Parent Teacher Conferences 6-8 PM in JH Gymnasium  
Oct 23 7-12 Early Dismissal 11:00 AM  
Oct 30 K-12 Professional Development 8:00 – 3:00; Lunch 11-12  
Nov 12 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
Nov 12 K-6 Parent Teacher Conferences 1:30 – 6:00 PM  
Nov 13 K-6 NO School  
Nov 26 & 27 K-12 NO School Thanksgiving Break  
Dec 22 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Dismiss 11:00  
Dec 23 – Jan 3 K-12 Winter Break School not in Session  
Jan 4 K-12 Professional Development 8:00 – 3:00; Lunch 11-12  
Jan 14 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal  
Jan 15 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal  
Jan 18 K-12 Professional Development 8:00 – 11:00; Records Day 12 – 3 PM  
Feb 12 & 15 K-12 No School  
Mar 4 7-12 Parent Teacher Conferences 6-8 PM in JH Gymnasium  
Mar 5 7-12 Early Dismissal 11:00 AM  
Apr 1 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
Apr 1 K-6 Parent Teacher Conferences 1:30 – 6:00 PM  
Apr 2- May 2 Spring Break School not in Session K-12  
May 3 K-12 Professional Development 8:00 – 3:00; Lunch 11-12  
May 31 Memorial Day School not in Session K-12  
June 3 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal  
June 4 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal  
June 7 K-12 Professional Development 8-10 AM; Records Day 10-2PM

171 High School Student Days 179 High School Teacher Work Days  
170 Elementary Student Days 178 Elementary Teacher Work Days

Haas Elementary Full Day 8:05 AM – 3:10 PM  
AM Kindergarten 8:05 AM -11:17AM PM Kindergarten 11:58 AM– 3:10 PM  
Genesee Jr/Sr High School Full Day 7:40 AM – 2:35 PM

**APPENDIX D 1**  
**2010-2011 SCHOOL CALENDAR**

Aug 31 K-12 Professional Development 8:00 – 3:00; Lunch 11-12

Sept 1 K-12 Professional Development 8:00 – 3:00; Lunch 11-12

Sept 2 K-12 Professional Development 12:30 – 3:30

Sept 2 K-12 OPEN HOUSE 3:30 – 6:30 (Teachers work in Classrooms)

Sept 7 K-12 First Day of School Full Day

Oct 21 7-12 Parent Teacher Conferences 6-8 PM in JH Gymnasium

Oct 23 7-12 Early Dismissal 11:00 AM

Oct 29 K-12 Professional Development 8:00 – 3:00; Lunch 11-12

Nov 11 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**

Nov 11 K-6 Parent Teacher Conferences 1:30 – 6:00 PM

Nov 12 K-6 No School

Nov 25 & 26 K-12 NO School Thanksgiving Break

Dec 22 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Dismiss 11:00

Dec 23 – Jan 2 K-12 Winter Break School not in Session

Jan 3 K-12 Professional Development 8:00 – 3:00; Lunch 11-12

Jan 13 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal

Jan 14 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal

Jan 17 K-12 Professional Development 8:00 – 11:00; Records Day 12 – 3 PM

Feb 21 K-12 No School

Mar 3 7-12 Parent Teacher Conferences 6-8 PM in JH Gymnasium

Mar 4 7-12 Early Dismissal 11:00 AM

Mar 31 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**

Apr 2-10 Spring Break School not in Session K-12

Apr 22 K-12 School not in Session

Apr 25 K-12 School not in Session

May 2 K-12 Professional Development 8:00 – 3:00; Lunch 11-12

May 30 Memorial Day School not in Session K-12

June 1 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal

June 2 K-6 Dismiss 12:55 **AM Kindergarten 8:05-10:10 PM Kindergarten 10:50-12:55**  
7-12 Exams 12:00 Dismissal

June 3 K-12 Professional Development 8-10 AM; Records Day 10-2PM

171 High School Student Days 179 High School Teacher Work Days  
170 Elementary Student Days 178 Elementary Teacher Work Days  
Haas Elementary Full Day 8:05 AM – 3:10 PM  
AM Kindergarten 8:05 AM -11:17AM PM Kindergarten 11:58 AM– 3:10 PM  
Genesee Jr/Sr High School Full Day 7:40 AM – 2:35 PM

**APPENDIX E**

**SALARY SCHEDULE 2009-2010**

<b>EXP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
0	37,348	38,429	38,970	39,512
1	37,887	38,970	40,054	41,948
2	38,538	39,837	42,056	44,113
3	39,619	42,002	44,383	46,928
4	41,785	43,950	46,386	49,903
5	44,275	46,548	49,254	52,719
6	46,928	49,634	52,340	56,022
7	49,743	52,610	55,533	59,268
8	52,774	55,885	58,997	63,165
9	56,507	59,648	63,111	67,116
10	60,352	63,815	67,739	72,096
11	61,541	65,059	69,661	74,153

Graduate Semester Hours taken after completion of degree



**STEP II**

A. Date received by Superintendent of schools or designee \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

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\_\_\_\_\_  
Signature of Superintendent          Date

C. Position of Grievant and/or Chapter \_\_\_\_\_

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\_\_\_\_\_  
Signature of Grievant          Date

\_\_\_\_\_  
Signature of Authorized Association Representative

**STEP III**

A. Date received by Board of Education or designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

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\_\_\_\_\_  
Signature by Board Designee          Date

C. Position of Grievant and/or Chapter \_\_\_\_\_

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\_\_\_\_\_  
Signature of Grievant          Date

\_\_\_\_\_  
Signature of Authorized Association Representative

**STEP IV**

A. Date Submitted to arbitration \_\_\_\_\_

B. Disposition and award of arbitrator \_\_\_\_\_

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\_\_\_\_\_  
Signature of Arbitrator          Date

**APPENDIX G**  
**GENESEE SCHOOL DISTRICT**  
**Year**  
**PROBATIONARY CONTRACT**  
**Genesee, Michigan \_\_\_\_\_ 20 \_\_\_\_**

TO: \_\_\_\_\_

You are hereby notified of your appointment as a probationary teacher in the Genesee School District, Genesee, Michigan, as provided by Act Number 4 of the Public Acts 1937 (Extra Session), as amended, (the Michigan Teacher Tenure Act), at the annual salary determined by the Salary Schedule, and listed below, for the school year beginning \_\_\_\_\_ 20 \_\_\_\_ .

The conditions of this appointment are: That you are subject to assignment (at the discretion of the Superintendent of Schools), and subject to the rules and regulations of applicable statutes of the State of Michigan.

If you accept this appointment, please sign the original copy.

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Treasurer

.....Contract Salary  
.....  
.....Genesee, Michigan, \_\_\_\_\_ 20\_\_\_\_

I accept the appointment as a probationary teacher in the Genesee School District, Genesee, Michigan, for the school year beginning \_\_\_\_\_ 20\_\_\_\_  
Tendered to me above, and agree to all conditions therein prescribed.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**

SCHOOL DISTRICT OF GENESEE

Date \_\_\_\_\_

To: \_\_\_\_\_

**SUPPLEMENTARY SALARY NOTICE**

**This supplementary salary notice covers extra-contractual assignments for the school year 20\_\_\_\_ - 20\_\_\_\_.**

Assignment

Rate

Assignment to this extra contractual position, and the pay rate attached, terminates at the end of the 20\_\_\_\_ - 20\_\_\_\_-school year, and shall not constitute a tenure payment or a tenure assignment to the position listed on this notice.

As a matter of record, please acknowledge your acceptance of this assignment by signing the original copy.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent



**APPENDIX I**

Annual Salary Statement  
For  
Teachers on Continuing Tenure Contract

GENESEE SCHOOL DISTRICT, GENESEE COUNTY, MICHIGAN

Genesee, Michigan, \_\_\_\_\_ 20\_\_\_\_

To: \_\_\_\_\_

You are hereby notified that your salary for the school year 20\_\_\_\_ - 20\_\_\_\_  
which commences on \_\_\_\_\_, 20\_\_\_\_ will be \$ \_\_\_\_\_.

This is in keeping with the salary schedule as adopted by the Board of Education.

\_\_\_\_\_  
Mark H. Hilt, Superintendent

\_\_\_\_\_  
Teacher

**Note: Your continuing tenure contract is on file in the Superintendent's office. That contract may be cancelled only by written notice by you to the Board of Education at least sixty (60) days before September 1, 20\_\_\_\_ .**

**APPENDIX J**  
Continuing Tenure Contract  
Genesee School District

Genesee, Michigan, \_\_\_\_\_ 20\_\_\_\_

To: \_\_\_\_\_

**You are hereby notified of your appointment as a teacher on continuing tenure in the Genesee School District, Genesee, Michigan. The term of your appointment shall commence \_\_\_\_\_ 20\_\_\_\_ which is the beginning of the 20\_\_\_\_ - 20\_\_\_\_ school year, and continue permanently hereafter as provided in the Michigan Tenure Act as amended.**

**Your salary for the school year 20\_\_\_\_ - 20\_\_\_\_ school year shall be \$ \_\_\_\_\_ which is in accordance with the salary schedule adopted by the Board of Education payable in (21 or 26) \_\_\_\_\_ payments, beginning with the third Friday of the school year. Your annual salary for each succeeding year shall also be in keeping with the salary schedules.**

The teacher shall render services in accordance with the General School Laws of the State of Michigan, and comply with the rules and regulations of the Board of Education.

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Treasurer

ACCEPTANCE

**To the Board of Education, Genesee School District:**

I hereby accept the appointment to a teaching position in the Public Schools as tendered in this agreement. I understand that I can cancel this contract only by mutual consent or by giving written notice to the Board of Education at least sixty (60) days before September 1<sup>st</sup> of the ensuing school year.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

**APPENDIX K**

**TEMPORARY CONTRACT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, by and between the Board of Education of Genesee School District, Genesee, Michigan, hereinafter mentioned as the Board and hereinafter mentioned as Teacher,  
WITNESSETH,

IN CONSIDERATION of the mutual promises hereto, the Board hires the Teacher to teach in the \_\_\_\_\_ School, or at such school as the Teacher may be assigned in the Genesee School District for the period, which shall begin on \_\_\_\_\_ 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_ at the salary of \$\_\_\_\_\_.

The Teacher shall render services in accordance with the General School Laws of the State of Michigan, and comply with the rules and regulations of the Board of Education.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and the year above written.

BOARD OF EDUCATION  
GENESEE SCHOOL DISTRICT  
GENESEE, MICHIGAN 48437-0220

By: \_\_\_\_\_  
Superintendent Date

By: \_\_\_\_\_  
Teacher Date

**APPENDIX L**

**GENESEE SCHOOL DISTRICT**

**MEMO OF VERBAL WARNING**  
(yellow paper)

Name \_\_\_\_\_ Date \_\_\_\_\_

Situation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXPECTED CORRECTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TIME ALLOTMENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

**APPENDIX M**

**GENESEE SCHOOL DISTRICT**

**REPRIMAND**

(blue paper)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SITUATION: \_\_\_\_\_

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EXPECTED CORRECTION : \_\_\_\_\_

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TIME ALLOTMENT: \_\_\_\_\_

---

Signature \_\_\_\_\_

APPENDIX N

**GENESEE SCHOOL DISTRICT  
LEAVE OF ABSENCE**

I, \_\_\_\_\_ request a leave of absence of my own volition

For the following reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The leave will commence on \_\_\_\_\_. I will return on \_\_\_\_\_  
month day year month day year

If I fail to return on said date, I will consider myself terminated as a voluntary quit.

Signature \_\_\_\_\_

Date \_\_\_\_\_  
month day year

**APPENDIX O**

Transfer Request Form

Genesee School District

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Present Position \_\_\_\_\_

Position Requested \_\_\_\_\_

Certification, Endorsements, Major/Minor held to qualify for the position:

\_\_\_\_\_  
\_\_\_\_\_

Reasons for the transfer request (optional):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX P**

**LEAVE REQUEST FORM (use of 3 or more or to request PD off)**

**Genesee School District**

**Name** \_\_\_\_\_

**Building/Position** \_\_\_\_\_

**Date(s) of requested Day(s)** \_\_\_\_\_ **Number of Day(s)** \_\_\_\_\_

*Teachers understands that a request of three or more days is for a "once in a lifetime opportunity."*

**Reason for Request**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

**Superintendent's Response** \_\_\_\_\_ **Granted** \_\_\_\_\_ **Denied**

**Reason for above**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**



**Letter of Agreement**

Between the Genesee Schools Board of Education  
And the Genesee Education Association

Due to the precarious nature of the state of Michigan's economic outlook and its impact on funding of K-12 education, the Genesee Board of Education and the Genesee Education Association agree to reopen the Master Agreement for the year 2010-2011 school year to bargain economic issues.

\_\_\_\_\_  
for the Board of Education

\_\_\_\_\_  
for the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Letter of Agreement

### Elementary Specials Classroom Size

The Board of Education will try to maintain the maximum class size of 33 pupils in the K-6 elementary specials classrooms (music education and physical education). However, in situations where the class size is over 33 pupils, a paraprofessional will be placed in the classroom, which has the overage, to assist the teacher.

\_\_\_\_\_  
for the Board of Education

\_\_\_\_\_  
for the GEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**2010 PAK Medical Rate Summary**  
**Genesee Public Schools**  
 Effective 07/01/2010

Thank you for being a valued MESSA customer. Effective with the July 2010 invoice, we will begin billing PAK plans using tiered rates (single, 2-person, family). To help you with the transition to the new tiered rates in a PAK, we are providing this supplement to help you compare your current **PAK medical rates** to the new renewal rates. Below is a summary of the PAK medical rates by coverage and as a composite rate for your reference. The Composite Rate is calculated based on enrollment census. Your 2010 Rate Renewal Report provides the total monthly PAK benefit rate per coverage for all benefit plans in the PAK.

<b>PAK A - 510B Teachers</b>		<b>MESSA Choices II</b>		
<u>Coverage Level</u>	<u>Current 2009-10</u>		<u>Renewal 2010-11</u>	
	<u>Enrollment</u>	<u>Rates</u>	<u>Enrollment</u>	<u>Rates</u>
Single	5	\$580.60	5	\$664.87
2-Person	8	\$1,304.48	9	\$1,494.08
Family	22	\$1,449.25	20	\$1,659.93
Composite Rate		\$1,292.07		\$1,469.70



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 Lansing, MI 48826-2560  
 .292.4910

**2010 Rate Renewal Exclusively for  
 Genesee Public Schools  
 Renewal Effective 07/01/2010**

Quote #: 307682  
 MESSA Field Rep: Sandy Tynna  
 Date Created: 04/01/2010

Plan	2009-10 Rates	Enrollment	2010-11 Rates
VSP 3 Plus	\$24.21	Single: 4	\$25.47
	\$24.21	2-Person: 5	\$25.47
	\$24.21	Family: 6	\$25.47
<b>NON-PAK COBRA RATES:</b>			
Vision		Single	\$25.47
		2-Person	\$25.47
		Family	\$25.47

above rates are based on plans and enrollment as of 03/24/2010. Rates will be guaranteed for 12 months for plans which remain in compliance with MESSA underwriting and Rating guidelines. Material changes in the composition of the group such as number of enrollees, definable group, eligibility requirements can may require re-calculation of rates.



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 .292.4910

**2010 Rate Renewal Exclusively for  
 Genesee Public Schools**

**Renewal Effective 07/01/2010**

Quote #: 307682  
 MESSA Field Rep: Sandy Tyrna  
 Date Created: 04/01/2010

**( A - 510B Teachers**

		2009-10 Rates	Enrollment	2010-11 Rates
Medical:	MESSA Choices II		Single: 5	\$664.87
UC/ER Copay:	\$5/\$10/\$25		2-Person: 9	\$1,494.08
Drug Copay:	\$5/\$10		Family: 20	\$1,659.93
deductible:	In-\$100/\$200, Out-\$250/\$500			
Services Included:	Adult Immunizations			
Composite:		\$1,292.07		
Dental:			Single: 5	
Plan I:	80%		2-Person: 9	
Plan II:	80%		Family: 20	
Plan III:	80%			
Annual Max:	\$1,000			
Plan IV:	80%			
Lifetime Max:	\$2,000			
Services:	2 Cleanings, Adult Ortho			
Composite:		\$89.29		\$92.21
Vision:	VSP 3 Plus		Single: 5	
			2-Person: 9	
			Family: 20	
Composite:		\$27.61		\$27.90
Insurance:	\$45,000		34	
Plan A/\$1000				\$0.14
Lifetime				\$1,530,000.00
Composite:		\$5.85		\$6.30
Medical Coverage:	\$45,000		34	
Plan B/\$1000				\$0.03
Lifetime				\$1,530,000.00
Composite:		\$1.35		\$1.35
Disability Benefit	70% Max \$4,000		34	
Monthly Salary:	\$5,714			
Waiting Period:	365 CDSW			
Alcohol/Drug:	Same as any other illness			
Mental/Nervous:	Same as any other illness			
Family Sec. Offset:	Family			
Exist Cond.:	Waived			
Plan A:	No			
Plan B/\$100				\$0.52
Guaranteed Salary				\$171,639.00
Composite:		\$24.05		\$26.25
Annual Composite Rate per Member		\$1,440.22		
Annual Monthly Rate per Member - Single				\$818.88
Annual Monthly Rate per Member - 2-Person				\$1,648.09
Annual Monthly Rate per Member - Family				\$1,813.94

above rates are based on plans and enrollment as of 03/24/2010. Rates will be guaranteed for 12 months for plans which remain in compliance with MESSA underwriting and Rating guidelines. Material changes in the composition of the group such as number of enrollees, definable group, eligibility requirements can may require re-calculation of rates.



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**2010 Rate Renewal Exclusively for  
 Genesee Public Schools  
 Renewal Effective 07/01/2010**

Quote #: 307682  
 MESSA Field Rep: Sandy Tyrna  
 Date Created: 04/01/2010

PAK A COBRA RATES:

Medical	Single	\$663.37
	2-Person	\$1,492.58
	Family	\$1,658.43
Dental	Single	\$92.21
	2-Person	\$92.21
	Family	\$92.21
Vision	Single	\$27.90
	2-Person	\$27.90
	Family	\$27.90

above rates are based on plans and enrollment as of 03/24/2010. Rates will be guaranteed for 12 months for plans which remain in compliance with MESSA  
 erwriting and Rating guidelines. Material changes in the composition of the group such as number of enrollees, definable group, eligibility requirements  
 lan may require re-calculation of rates.