

MASTER AGREEMENT
between the

GENESEE
BOARD OF EDUCATION

and the

GENESEE EDUCATION
ASSOCIATION

LOCAL 10/MEA/NEA

2014-2015
2015-2016

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This agreement entered into this 1st day of July, 2014, 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.
- 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 therefore 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 collaborate on any proposal for additional operational or building millage 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.

- A. The Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the

foregoing, including the right to discipline or discharge for reasons that are not arbitrary or capricious.

- B. To the executive management and administrative control of the school system and its properties and facilities, and the activities specifically related to the job.
- C. To hire all employees and, subject to the provision of the law, determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to promote and transfer all such employees.
- D. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board.
- E. Through the School Improvement Process and the curriculum council the development and implementation of the course of study. The selection of textbooks will be recommended to the building administrator for approval by the Board.
- F. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.
- G. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Tenure Act, The Public Employment Relations Act or the Revised School Code or any other such laws that relate to the educational process and the teaching and learning function.

- H. The Board wishes to work with its professional staff in a spirit of cooperation for the benefit of student achievement and will consult with such staff on matters relative to curriculum, schedules and teaching assignments.

ARTICLE 4

PAYROLL DEDUCTIONS

- A. 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: Ameriprise - Prudential -Paradigm – Great American - Legends Group-Farm Bureau
- (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 required to provide allocated time following the conclusion of the instructional day to remain in order to attend to those matters that may require specific attention such as parent consultations or other matters

that cannot be addressed during the regular day. 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. All teachers shall be entitled to a duty free lunch period of not less than 35 minutes.
- D. Elementary teachers shall use for preparation all time during which their classes are scheduled for instruction from various teaching specialists.
- E. Teachers will be entitled to 250 minutes of planning time per week.
- F. 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.
- G. 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.
- H. 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 I.
- I. 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.

- J. 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.
- K. 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. 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 6, 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, I.
- D. 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).

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 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 administrator may schedule up to three 60-minute meetings per year. The building administrator and the building School Improvement Team will set the agenda. Forty-eight hours advance notice shall be given for such meetings.
- H. Student information pertaining to academic performance must be maintained on a weekly basis. It must reflect current work that is completed by the student. Attendance must be recorded twice a day in the elementary program and per course in the high school. All information must be available and current so that the parent school partnership can be strong and the student achievement information can be accurate and timely. Said information shall be disseminated through the Synergy Program or other mediums determined by the Board of Education.

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 the Association shall be so notified in writing in each instance, along with written statement of reasons for such assignment. 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 tentative schedules for the forthcoming year no later than the last teacher work day in June. In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly. In no event will changes in teachers' schedules be made later than the 15th 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, 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 serve on all school improvement committees and/or all site based decision-making programs. 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, when feasible, of filling teaching 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. The Board or its designee shall be the sole judge of qualifications.
- 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. Current employees who believe they possess the qualifications for the posted position may apply for the position in accordance with the defined time lines.
 2. The association will be notified of all vacancies that occur during the summer months. The association shall make said notices available to the members.
- E. An involuntary transfer will be made only when it is determined essential for maintaining a stable and uninterrupted academic program for students. Teachers will be assigned to the academic discipline for which they are highly qualified in accordance with the Michigan Department of Education regulations. The Superintendent shall notify the affected teacher and the Association of the reasons for such a transfer. The teacher will be informed of the reasons for the transfer and the likely duration of the transfer.
- 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.
- G. 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. The Association 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.
- I. When the district is made aware of an open athletic coaching position, the position will immediately be posted on an internal basis.

ARTICLE 10

LEAVE TIME

- A. At the beginning of each school year each teacher shall be credited with ten (10) leave days. Unused days shall accumulate to a total of ninety days (90). Unused days past ninety will be paid to the teacher at the most recent rate of substitute pay.
- B. A member of the bargaining unit who has been continuously employed by the Genesee School District shall be eligible for an accumulated leave day payout at retirement. The unit member may accumulate up to 90 days of leave. Eligible unit members will be paid at the substitute rate at the time of their retirement.
- C. A teacher may be asked to document any use of more than two (2) consecutive leave days.
1. A teacher planning to use a leave day must notify his/her building administrator and create an absence in the District approved substitute system (AESOP) as far in advance as possible or by 6:00 am on of said leave day. A leave day may not be used before or after a holiday or vacation period without prior approval of the administration. Complete Appendix O.. Documentation will be kept by Administration and a copy will be given to the Association.
 2. 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 O.
 3. The use of a leave day will not be allowed on a scheduled professional development day without prior approval of the administration. Complete Appendix O.
- D. 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.

- E. The Board shall furnish each teacher with a written statement by the first pay of each school year setting forth total leave credit.
- F. A teacher who becomes eligible for benefits purchased from the Short Term Disability Insurance shall be granted a leave of absence without pay for the duration of the illness or disability or until long term disability becomes available, whichever is shorter. Such leave under short/long term disability 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. Upon return from such leave the teacher shall be assigned to the same or an equivalent teaching position.
- G. Absence due to a disabling injury incurred in the course of the teacher's employment shall not be charged against a teacher's leave days. Any eligible compensation will be that of Workers Compensation. Salary for the five working day waiting period between Workers Compensation shall be covered by the Board.
- H. A teacher called for jury duty shall serve as required and will not be deprived of any professional advantage. A teacher compelled to appear in arbitration, negotiation, mediation or fact-finding proceeding pertaining to Genesee Schools shall not be deprived of any professional advantage. A teacher 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.
- I. 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 shall notify the Board forty-eight hours in advance of said business.

- J. 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.
- K. 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, if available, or his/her area of certification immediately following discharge from duty.
 5. The teacher, upon reinstatement, shall be entitled to all Schedule B positions held before such leave began. Reinstatement to said position will be as soon as practicable and the least disruptive to the program.
- L. 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

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 all assignments for the coming year will be determined by the building administrator. The duties of the mentor will be to provide professional support and guidance, and to offer assistance, resources and information in order to assist the teacher. 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 13

PROFESSIONAL BEHAVIOR

A. 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.

- B. The Board, in recognition of the concept of progressive correction, shall first of all promptly notify the teacher in writing of alleged deficiencies. The memo (Appendix K) shall indicate expected correction and indicate a reasonable period for correction. Alleged breaches of discipline shall also be promptly reported to the Association. Continued deficiencies of the same type may result in the teacher receiving a written reprimand (Appendix L) to be placed in his/her personnel file. The Board recognizes the use of progressive discipline for the said infractions. The parties agree that there may be situations which call for suspensions and/or discharge. Such matters will be processed in accordance with the law.
- 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, or treated in a manner that is arbitrary and capricious. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE 14

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 The Michigan Teacher Tenure Act dictate the terms by which a staff member may be released from employment in the Genesee School District.
- C. 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 15

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 16

SCHOOL CALENDAR

For the terms of this Agreement the school calendar shall be as set forth in Appendix C and C1. There shall be no deviation from or change in the school calendar as long as the district meets the State requirements except by mutual agreement of the Board and the Association.

ARTICLE 17

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix D1, which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the designated periods.
- B. Teachers beginning their 12th year (having completed eleven years) of service to the district through those in the 16th year of service (having completed fifteen years) shall receive step 1 longevity. Teachers beginning their 17th year or more (having completed sixteen years) of service to the district shall receive step 2 longevity. Teachers beginning their 22nd year or more (having completed 21 years) of service shall receive step 3 longevity. Longevity pay will be paid the first paycheck in December.

2014-2015 and 2015-2016

| | |
|--------|--------|
| 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. However, if the district is experiencing financial stress and already employed unit members have steps or have received no increase on the base for three years, no steps can be granted for outside experience.
- 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. Part-time teacher salaries are determined by the following:

- a. Teach (3) hours and a Guided Instruction or work hour (.6 of time-no prep period paid)
 - b. Teach (2) hours and a Guided Instruction or work hour is (.4 of a teacher – no planning paid)
- F. Junior high and high school teachers who are asked to teach an additional hour will be compensated 5% of their current salary for each semester they teach.
- G. A teacher's hourly rate shall be determined by dividing the salary by total work days divided by eight hours.
- H. Teachers involved in voluntary extra duty assignments as set forth by Appendix B which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- I. Department heads shall be assigned for the department listed in Appendix B 1 and shall be compensated at the indicated rate.
- J. A teacher who was laid off but is recalled prior to the 4th 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.
- K. 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 18

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.

GEA members will pay the difference between the hard cap (annually determined by the legislature) and the cost of the selected insurance plan (MESSA Choices II/ MESSA ABC I) of medical insurance costs. The amount will be withheld over 21 pays in pre-tax dollars through a Cafeteria Plan 125 – Election Agreement and Pre-Tax Compensation Reduction Agreement.

PAK A: HEALTH – MESSA CHOICES II \$300/600 Deductible; \$5 co-pay

Or MESSA ABC1 (beginning January 2015) \$1300/2600 Deductible (District funded HSA \$950/1900) MESSA ABC SAVER RX

Pak Rate: Quote 327609 –

LONG TERM DISABILITY –

- 70% of salary
- \$4,000 maximum
- 90 calendar days modified 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 – same as above

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

VISION – VSP 3+

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

GEA Members during open enrollment period (October 2014) may choose to elect health care coverage from the following: MESSA CHOICES II or MESSA ABC1. MESSA ABC1 is a HSA.

Under IRS rules, an individual cannot possess a flexible spending account with an HSA Plan. The membership is responsible for the cost of the medical health plan that exceeds the annually adjusted hard cap allowed by the state of Michigan. These dollars will be deducted through payroll deduction.

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. Membership will receive \$500 off schedule payment 2014-2015 school year and \$200 off schedule payment 2015-2016 year in salary compensation.

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% |

(c) Dependent life insurance will be available on an optional basis.

(d) This program shall be in force until August 31, unless changed in negotiations.

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 19

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 20

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, as defined in Article 2, Section A or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. 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.
- B. 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 E 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.

G. The fees and expenses of the arbitrator shall be borne by the losing party.

H. 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 21

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.

A. 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.

B. 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 22

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 J 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. Public Act 4 – the entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an Emergency Financial Manager under the conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.
- H. The Association disagrees with the provisions of Public Act 4.

ARTICLE 23

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until August 31, 2016. 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

| | |
|--|------------------|
| ATHLETIC DIRECTOR ----- | 15% |
| VARSITY FOOTBALL* ----- | 10% |
| 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 ----- | 3% |
| SCHOOL PHOTOGRAPHER ----- | 1% |
| SCHOOL COUNCIL ADVISOR ----- | 6% |
| PLAY DIRECTOR ----- | 3% |
| TECHNICAL DIRECTOR ----- | 2% |
| MARCHING BAND AND PEP BAND DIRECTOR** ----- | 5% |
| VOCAL MUSIC DIRECTOR ----- | 5% |
| SCIENCE OLYMPIAD HEAD COACH----- | 2% |
| SCIENCE OLYMPIAD ASSISTANT(S) ----- | 1% (to be split) |
| NATIONAL HONOR SOCIETIES ----- | 2% |
| ELEMENTARY INTERMURAL BASKETBALL ----- | 1% |

| | |
|--|----|
| ELEMENTARY AND JR. HIGH BOOK BOWL ----- | 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 ----- | 2% |
| SCIENCE ----- | 4% |

ELEMENTARY SCHOOL

| | |
|---------------------------|----|
| LANGUAGE ----- | 4% |
| SCIENCE ----- | 4% |
| MATH ----- | 4% |
| SOCIAL SCIENCE ----- | 4% |
| TITLE I COORDINATOR ----- | 5% |

APPENDIX B 2

Position GEA Athletic Director

Part-time teacher (3 classes in a 7 hour day class hours)

15% on Schedule B according to the Master Agreement for GEA members

The A.D. will organize and administer the junior high and high school athletic programs. The A.D. will report directly to the Principal. The A.D. will receive assistance in this position from the Superintendent, Elementary and High School Principals, and the A.D. secretary.

Personnel

- Assist the H.S. Principal in the hiring of athletic coaches. Final recommendations presented to Superintendent
- Hire officials and game management personnel.
- Recruit and organize volunteers for athletic events including scorekeepers, timers, and ticket takers.
- Provide input to the H.S. principal for non-G.E.A. coaches

Finance

- Work in conjunction with the H.S. Principal and Superintendent to administer the budget
- Maintain accurate financial records, including all game receipts
- Supervise fundraising events for athletic programs
- Determine and Requisition required supplies and equipment for athletic teams
- Maintain equipment inventories/accurate records
- Submit payroll for coaching staff

Scheduling

- Responsible for organization and scheduling of junior high/high school athletic events
- Arrange transportation for athletic events
- Arrange details of visiting teams' needs
- Arrange field/gym practice schedules
- Supervise preparation of field/gyms for contests

Other

- Assist coaches in planning summer athletic programs
- Administer the physical and academic requirements of eligibility for all athletes
- Maintain records of all athletic contests
- Maintain records of all student athlete awards
- Assist and work with athletic boosters
- Attend district and regional athletic meetings
- Perform other related athletic duties as assigned
- The Athletic Director will also assist with student/building supervision and discipline when the principal is unavailable

APPENDIX C
2014-2015 SCHOOL CALENDAR

August 26 Professional Development 8-11AM (lunch 11- Noon) Noon -3PM
 August 27 Professional Development 8-11AM (lunch 11-Noon) Noon – 3PM
 August 28 Professional Development Noon – 3PM OPEN HOUSE 3:30 – 5:30 PM
 August 29 & September 1 No Students
 September 2 Student First Day of School
 September 17 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 October 15 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 October 23 Parent Teacher Conferences
 ELEM Students dismiss 12:55PM Conferences 1:30 – 6:00PM
 HS Students dismiss 2:40PM Conferences 6:00 – 8:00 PM
 October 24 Early Dismissal HS dismiss 11:00AM ELEM dismiss 12:55PM
 November 19 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 November 27 & 28 NO SCHOOL
 December 10 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 December 22 – January 2 WINTER BREAK NO SCHOOL
 January 15 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55PM Work/Meetings 1:00-2:30
 January 16 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55PM Work/Meetings 1:00-2:30
 January 19 Professional Development 8-11AM (lunch 11- Noon) Noon -3PM
 February 13 NO SCHOOL
 February 16 NO SCHOOL
 February 18 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 March 5 Parent Teacher Conferences
 ELEM Students dismiss 12:55PM Conferences 1:30 – 6:00PM
 HS Students dismiss 2:40PM Conferences 6:00 – 8:00 PM
 March 6 Early Dismissal HS dismiss 11:00AM ELEM dismiss 12:55PM
 March 18 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 April 3 – April 10 NO SCHOOL SPRING BREAK
 April 22 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 May 20 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 May 25 NO SCHOOL MEMORIAL DAY OBSERVED
 June 3 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55PM Work/Meetings 1:00-2:30
 June 4 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55PM Work/Meetings 1:00-2:30
 June 5 HS & ELEM WORK DAY /Meetings 9:00 -11:00AM (Lunch 11-12) 12-2PM

APPENDIX C 1
2015-2016 SCHOOL CALENDAR

September 1 Professional Development 8-11AM (lunch 11- Noon) Noon -3PM
 September 2 Professional Development 8-11AM (lunch 11-Noon) Noon – 3PM
 September 3 Professional Development Noon – 3PM OPEN HOUSE 3:30 – 5:30 PM
 September 4- 7 No Students
 September 8 Student First Day of School
 September 23 Professional Development ELEM 8-10 AM Students 10:10 AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 October 14 Professional Development ELEM 8-10 AM Students 10:10 AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 October 22 Parent Teacher Conferences
 ELEM Students dismiss 12:55PM Conferences 1:30 – 6:00PM
 HS Students dismiss 2:40PM Conferences 6:00 – 8:00 PM
 October 23 Early Dismissal HS dismiss 11:00AM ELEM dismiss 12:55PM
 November 18 Professional Development ELEM 8-10 AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 November 26 & 27 NO SCHOOL
 December 9 Professional Development ELEM 8-10 AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 December 23 – January 1 WINTER BREAK NO SCHOOL
 January 18 Professional Development 8-11AM (lunch 11- Noon) Noon -3PM
 January 21 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55 PM Work/Meetings 1:00-2:30
 January 22 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55 PM Work/Meetings 1:00-2:30
 February 10 Professional Development ELEM 8-10AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 February 12 NO SCHOOL
 February 15 NO SCHOOL
 March 3 Parent Teacher Conferences
 ELEM Students dismiss 12:55 PM Conferences 1:30 – 6:00PM
 HS Students dismiss 2:40PM Conferences 6:00 – 8:00 PM
 March 4 Early Dismissal HS dismiss 11:00AM ELEM dismiss 12:55 PM
 March 16 Professional Development ELEM 8-10AM Students 10:10 AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 March 25 NO SCHOOL (Good Friday)
 March 28 NO SCHOOL
 April 4 – April 8 NO SCHOOL SPRING BREAK
 April 20 Professional Development ELEM 8-10 AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 May 18 Professional Development ELEM 8-10 AM Students 10:10AM
 Professional Development HS 7:30 – 9:30 AM Students 9:40 AM
 May 30 NO SCHOOL MEMORIAL DAY OBSERVED
 June 10 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55 PM Work/Meetings 1:00-2:30
 June 11 HS EXAMS dismiss NOON Work/Meetings 1:00-2:30
 ELEM dismiss 12:55 PM Work/Meetings 1:00-2:30
 June 12 HS & ELEM WORK DAY /Meetings 9:00 -11:00AM (Lunch 11-12) 12-2PM

APPENDIX D COMPENSATION FORMULA

Basic Concept:

1. Take all revenues
2. Subtract expenses
3. If there is money left over-and fund equity is over 5% everyone gets a raise
4. If there is not money left over-nobody gets a raise
5. If fund equity is less than 5%-everyone gets a freeze or a cut to keep us above 3% fund equity
6. Fund equity does not go below 3%
7. Determinations are made in January of the fiscal year when we have good information and applied on salaries for the next 6-9 months.

Advantages of concept-

- Keeps the district out of a deficit budget no matter what happens with state aid, student count or increased costs.
- Actual budgets are based on numbers we know (by January) instead of guesses
- Provides a formula for future bargaining –If the district is in good shape everyone benefits

- Total budget revenues- budgeted expenses= Budget determination number (BDN)

- Budget Determination number (BDN) for the rest of the fiscal year is established using
 1. Previous years non salary expenses
 2. Current fiscal year cost of all insurances
 3. Previous year's salary rates with current year staffing –includes all salary costs (such as longevity, FICA, retirement, longevity, projected overages, Schedule B)
 4. Large capital outlay expenses are removed from the budget determination number (BDN)-this number changes from year to year.
 5. Grant funded program expenses and revenue are removed from BDN
 6. Sales of assets and donations –correlating expenses are removed from BDN
 7. New initiatives are limited to 1% of budget unless mutually agreed upon or required by fed or state
 8. New BDN includes any new required special education related expenses

Should the Board determine it necessary to establish a Public Improvement Fund or designate a portion of the fund balance to be held in reserve for physical plant needs or other building and site needs, they may do so. The designated fund balance or PIF shall be used only for the specified purpose and shall not be used for any general fund needs. In year two of this agreement an amount from any fund equity may be contributed to said fund not to exceed \$70,000 (2015-2016)

- If in January the budget number (BDN) is determined to result in at least 5% fund equity at the end of the fiscal year, (5.01 – 9.99 %) Fund Equity – ½ of the fund equity amount is distributed back to each group as the percentage of the salary budget.
- 1. Fund equity is established by the audit of the previous year.
 2. Any amount over the previous years fund equity will result in an increase to staff
 3. 50% of the amount over the previous year's fund equity (FE) is distributed back to staff
 - The amount disbursed will be equal to the percentage of salary budgeted for each employee group
 - The GEA will determine how their funds will be distributed among the association members.
 - ⊖ Teachers at the top of the step schedule will receive compensation in the form of an off schedule payment.
 - ⊖ The amount applied to salaries of teachers on steps will be determined by the GEA. The amount received in steps will set their new salary. Step compensation increases will not exceed the 2010.11 salary schedule.
 4. These amounts will include all salary costs-FICA, Retirement, ect

5. The intent is to include all employee groups in the formula
 6. All adjustments will be made starting in February for the rest of the fiscal year.
- Less than 2.9% **Fund Equity** - Concessions are to be made by GEA and administrative and secretarial staff.
 - 3% - 5% Fund Equity – Maintain Current compensation
 - 5.01 – 9.99 % Fund Equity – ½ of the **fund equity** amount is distributed back to each group as the percentage of the salary budget.
 - When fund equity reaches 10% the amount distributed is **100%** over the (FE)

EX: The January revision projects the district to have in excess 5% fund equity (\$450,000) and 5% is \$350,000. 1/2 of the amount over \$350,000 is distributed back to staff. Therefore \$50,000 will be divided up to each group according to the percentage of their group in salary budget. **Teacher's salaries equal about 80% of budgeted salaries, therefore teachers would receive 80% of the \$50,000 to disburse on the salary schedule/longevity.**

- No increases will be provided as long as fund equity is below 5%.
- The BDN will be determined no later than the regular January board meeting each year.
- **To begin the 2011.12 school year:**
 - **Salaries are frozen at 2010.11 levels.**
 - **Teachers on steps are frozen at 2010.11 levels.**

APPENDIX D 1

SALARY SCHEDULE 2014-2016

This schedule is only a guide. The compensation formula supercedes this schedule. Teacher's salary compensation will not exceed these amounts. According to the compensation formula, any increases for steps will be determined by the GEA.

| EXP | BA | BA+15 | MA | MA+15 |
|------------|-----------|--------------|-----------|--------------|
| 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 _____

Signature of Superintendent Date

C. Position of Grievant and/or Chapter _____

Signature of Grievant Date

Signature of Authorized Association Representative

STEP III

A. Date received by Board of Education or designee _____

B. Disposition by Board _____

Signature by Board Designee Date

C. Position of Grievant and/or Chapter _____

Signature of Grievant Date

Signature of Authorized Association Representative

STEP IV

A. Date Submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator

Date

APPENDIX F
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 G
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 H

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.

Kevin R Green, Superintendent

Teacher

APPENDIX I
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 1st of the ensuing school year.

Name _____

Date _____

Address _____

APPENDIX K

GENESEE SCHOOL DISTRICT

MEMO OF VERBAL WARNING

(yellow paper)

Name _____

Date _____

Situation: _____

EXPECTED CORRECTION: _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX L

GENESEE SCHOOL DISTRICT

REPRIMAND
(blue paper)

NAME: _____ DATE: _____

SITUATION: _____

EXPECTED CORRECTION : _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX M

**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 N

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 O

**LEAVE REQUEST FORM
BEFORE OR AFTER A HOLIDAY/BREAK
USE OF THREE OR MORE DAYS
PROFESSIONAL DEVELOPMENT**

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

Copy returned to GEA Member, GEA Association Secretary

