Grand Blanc -8/31/71

Grand Blanc Commun

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1970-71

MASTER CONTRACT

September 1, 1970 - August 31, 1971

Grand Blanc Community Schools

Grand Blanc Education Association, Inc.

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PROFESSIONAL NEGOTIATIONS

MEA 1216 Rendale E. Lansing, MI 48823

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Preamble

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MASTER CONTRACT

Grand Blanc Community Schools Grand Blanc Education Association, Inc.

This Agreement entered into this day of , 1970, by and between the Board of Education, Grand Blanc Community Schools of Grand Blanc, Michigan, hereinafter called the "Board", and the Grand Blanc Education Association, Inc., hereinafter called the "Association".

WITNESSETH

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

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

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

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

ARTICLE I

Recognition

- A. The Board of Education, Grand Blanc Community Schools, hereby recognizes the Grand Blanc Education Association Inc. as the sole negotiating agent for all certified personnel, including school nurses, 60 and 90 day certified substitute teachers and teachers vocationally certified, but excluding members of the supervisory and administrative staff, such as Superintendent, Deputy Superintendent, Assistant Superintendent, Administrative Assistant, Administrative Interns, Principals, Assistant Principals and Coordinators, regarding wages, hours and terms and conditions of employment with the Grand Blanc Community Schools all in accordance with the terms as set forth in P.A. 379 of 1965. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.
- C. Bargaining unit work shall normally be performed by those who are defined as certified teachers and are represented by the bargaining agent, except in the case of emergencies or experimental cases.
- D. Extra duty assignments shall normally be performed by those who are defined as certified teachers employed within the Grand Blanc School District and are represented by the bargaining agent, except where no applicants or qualified applicants are available from within the bargaining unit.

- E. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Superintendent shall establish. Such sum shall be deducted as dues from the regular salaries of all members as authorized, and remitted as established above.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II

Teacher & Chapter Rights & Responsibilities

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the 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 membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

- B. The Association shall have the right to use school building facilities at all reasonable hours for meetings, provided established procedure is followed in requesting such use. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in designated areas mutually agreed upon and other established media of communication shall be made available through normal channels to the Association, at no expense to the Board of Education.
- C. The Board, through the Superintendent, agrees to make available to the Association in response to reasonable requests available information which is regularly compiled in an established form report or a matter of public record.
- D. The teacher shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration, providing that such policies, rules and procedures are not contrary to the provisions of the Master Contract.

Any violation of responsibilities outlined in this section and/or the <u>Code of</u> <u>Ethics of the Education Profession</u> shall be judged sufficient ground for appropriate disciplinary action by the Association and/or Board of Education.

ARTICLE III

Board Rights and Responsibilities

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

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

ARTICLE IV

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two (2) days after class sessions or examinations end in June.

This, however, is not intended to preclude any arrangement to the contrary, if mutually agreeable between teachers and administrators involved.

C. The calendar governing the operation of the Grand Blanc Community Schools will be negotiated annually, subject to the following regulations:

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Article IV - continued

- 1. The calendar as established annually shall become Appendix B of this contract.
- If conditions warrant, the calendar as established will be adjusted by the Board of Education for purposes of obtaining State Aid. Reasonableness of such adjustment shall be subject to the grievance procedure.
- D. Daily Association business shall be conducted in such manner as will not interrupt the educational process, except that if it occurs that a teacher is engaged during the school day in negotiating in behalf of the Association with any designated representative of the Board, or participating in any professional grievance negotiation with said representative of the Board, including arbitration, providing arbitration is agreed to, such teacher shall be released from regular duties without loss of salary.
- E. Any member of the Association who is involved in any multi-district, regional or state professional meeting, by virtue of position, which must be certified in advance to the Administration, such as local president, vice-president, representative assembly delegate, association representatives and state committee members will, if feasible from a practical standpoint, be excused to attend such meetings without loss of pay provided approved coverage for the teacher involved shall be furnished where needed by the Association and without cost to the Board.

Reasons for any refusal shall be furnished upon the request of the Association.

ARTICLE V

Teaching Hours

- A. Secondary Schools
 - Teachers shall be required to report to assigned places or duties no earlier than fifteen (15) minutes prior to the time students are required to report to their first assignment and/or homeroom.
 - Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.
- B. Elementary Schools
 - Teachers shall be required to report to assigned places or duties no earlier than thirty (30) minutes prior to the time students are required to report to their first assignment and/or classroom.
 - Teachers may leave their assigned places or duties five (5) minutes after the dismissal of students subject to provisions in Paragraph C of this Article.
- C. The Association and the Board of Education recognizes the principle that positions of a professional nature are not normally confined to teaching hours.

While the above teaching hours may define the normal teaching load, it is also recognized that there will be professional obligations which must be met without additional professional compensation.

It is recognized that the school day is within reason considered to last as long as is necessary to meet the needs of the student, parent or administration.

The obligations include, but are not necessarily limited to: parent-teacher conferences, consultations with administrators, assisting and/or supervising children after the regular school hours. Participation in evening activities

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which relate to or strengthen the school's educational program shall be mutually determined by the Administrator and the teaching staff of the building.

D. All teachers shall be entitled to a duty-free lunch period of at least thirty (30) minutes and more if practical.

ARTICLE VI

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairmen, where established by the Board, will have twenty (20) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The normal weekly teaching load in the junior high schools will be thirty (30) teaching periods and five (5) periods which shall be used for purposes of a professional nature except that Department Chairmen, where established by the Board, will have twenty-five (25) teaching periods and ten (10) periods which shall be used for purposes of a professional nature.

At the elementary school level, the Board agrees to continue the practice of providing a minimum of one thirty (30) minute period each day, for purposes of a professional nature (K-5). Included in this group will be the regular classroom teacher, and vocal music teachers, and physical education teachers.

Any teacher assigned during his or her normal preparation period will be reimbursed at the rate of \$5.75 per hour in addition to the regular salary.

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Article VI - continued

No teacher shall be directed to assume a teaching assignment during his normal preparation period for more than five (5) consecutive days in the same specific assignment.

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

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

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers will be notified of tentative grade assignments in the elementary school grades and of subject area assignment in the secondary school grades by their principals as soon as feasible and prior to June 1, whenever practical, and if reassignment is made, it will be in writing.

ARTICLE VII

Teaching Conditions

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

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

Following the official (4th Friday) membership date each year, the Board of Education will present to the G.B.E.A. a true and valid report of the pupil-teacher ratio.

Any significant inequities in the implementation of the provisions expressed in this Article are recognized to be subject to all levels of the grievance procedure.

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

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

A clinic for the administration of tuberculosis tests will be scheduled in the fall, in cooperation with the County Health Department, after the start of the school year. All employees may avail themselves of this testing service, the cost of which shall be borne by the Board. Those employees who have had previous "positive" reactions to the Tine Tests, and such reaction is a matter of record, shall be referred upon a physician's recommendation either

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to the County Health Department for X-ray or to such other source for X-ray as the Board may designate. The Board shall retain the right to designate such physician.

Any person entering the employ of the Board after the termination of the scheduled tests, or securing an X-ray or test from any other source shall assume all costs of such tests.

- C. The Board recognizes that appropriate texts, library references facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Staff and Administration will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the Staff.
- D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and a private life, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discimination with respect to the professional employment of such teacher.
- E. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

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ARTICLE VIII

Vacancies & Promotions

- A. <u>Vacancies</u> The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration subject to the following:
 - 1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No vacancy shall be filled, except in the case of emergency, on a temporary basis until such vacancy shall have been posted for at least ten (10) days except that during vacation periods such notice of vacancy shall be posted in the Central Office and a copy of such notice sent to the Association. In the event no applications for a position so posted are received, such position shall be filled without further obligation to requirements under this Section.
 - 2. Any teacher may apply in writing for such vacancy, stating his desires, qualifications and experience. In filling such vacancy, the Superintendent of Schools agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.
 - 3. The Board and the Association strongly support the practice of appointing to professional assignments, candidates possessing superior qualifications without the elements of race, religion or creed influencing the outcome of these considerations.
- B. <u>Promotions</u> The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:

Article VIII - continued

- Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of Paragraph A of this Article.
- 2. It shall be the policy of the Board of Education and the Administration jointly to consider members of the teaching staff who have properly applied for such vacancies or openings. The Superintendent of Schools and/or Board of Education shall give due consideration to all candidates for such vacancies or openings whether from within or without the school system.
- C. "Service" in the school system shall, for purposes of this Agreement, mean continuous employment, under contract as a certified member of the Staff, but shall exclude all periods when the teacher was on leave of absence unless otherwise provided in this Agreement.

ARTICLE IX

Transfers

- A. Since the frequent transfers of teachers from one school to another may be disruptive to the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented in writing to the Grand Blanc Education Association, Inc. and the teacher involved, where requested.
- B. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board or it representatives will not, in any case, assign or transfer a teacher without prior

Article IX - continued

discussion with said teacher. Such transfers in changes of assignments shall be at a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- E. A teacher desiring a change in a full time teacher assignment may make his desire known to the personnel office in writing, or such other form as may be provided, stating his reasons for a specific position desired. Such written statement shall be considered as an application at such time the position requested becomes vacant.

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

- For openings which may occur in the second semester of the current school year - file request not later than November 15 of that year.
- For openings which may occur after the close of the current school year but prior to the beginning of the ensuing school year - file request not later than April 15 of the current school year.

ARTICLE X

Sick and Personal Business Leave

A. Sick and personal business leave will be granted to all full time certified personnel on the basis of one day for each month employed, i.e., ten (10) month employees ten (10) days; eleven (11) month employees eleven (11) days; twelve (12) month employees twelve (12) days accumulative to ninety (90) days; * the year's total days of sick leave to be allotted at the beginning of each school year. In cases where the employee leaves the school system before the completion of the year, a deduction will be made from the final pay if necessary.

Leave may be used as either personal business leave, to a maximum of two (2) days yearly not accumulative, or sick leave.

Sick leave will be granted for the following reasons:

- 1. Personal illness.
- 2. Quarantine of teacher in case of contagious disease, such quarantine having been imposed by the health authorities.
- Illness or death in the teacher's immediate family the immediate family to be defined as parents, sisters, brothers, spouse and/or children.
- 4. In case of death of another member of the family, or in case of other unusual circumstances, absence may be allowed by the Superintendent, upon request, and at his discretion.

One personal business day, in addition to those stated above and not accumulative, shall be granted.

No personal business days shall be granted immediately preceding or following a holiday or vacation period without just cause.

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

Article X - continued

Personal business leave must be applied for in writing, with specific reasons, in advance of the absence for the building principal's approval. If the matter is of an extremely personal nature, the individual shall so state in his initial request, in lieu of specific reasons. Personal business will include the following areas:

1. Court cases;

2. Legal personal business;

3. Other matters allowable at the discretion of the Superintendent.

B. There shall be established a reserve of sick leave days for restricted use, by members of the staff covered by this contract, in cases of emergency or exceptional need.

Said sick leave "bank" shall be established by applying a rate of one day per staff member covered under this contract as employed on the fourth Friday following the beginning of school each fall. In addition to the above, an additional 289 days shall be allocated to the bank representing the accumulation of days resulting from the extension of the work day for the teachers affected at the high school.

None of the above days shall be accumulative from year to year.

The use of days from the sick leave "bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and Association. The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Board and Association. In no case shall the number of days granted any individual exceed sixty (60) days. (See ARTICLE XIII, Insurance Protection.)

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

ARTICLE XI

Leaves of Absence

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

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

B. A teacher holding a tenure contract will be granted a maternity leave renewable for five (5) years. A request to renew the leave for each year must be made annually to the Superintendent prior to the expiration date of each preceding year's leave.

A teacher who has been granted a maternity leave will be reinstated at the first available opening for which she is certified. No increment credit for such leave shall be allowed on the salary schedule. Salary shall be determined Article XI - continued

by placing the reinstated teacher on the salary step attained when maternity leave was granted.

The Superintendent, through the Principal, will be notified immediately upon verification of the pregnancy. This notification will be accompanied by a doctor's certification of expected date of birth.

The teacher will be allowed to teach until four months prior to the expected birth date of the child, provided the teacher demonstrates the physical and emotional capabilities to teach. The teaching period may be extended at the discretion of the Superintendent.

Without the approval of the Superintendent, a teacher may not knowingly begin a school year in a pregnant condition. Violation of this clause will be grounds for immediate dismissal.

- C. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps, Job Corps, or National Teacher Corps as a full-time participant in such programs. Any period so served may be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.
- D. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven consecutive years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and may be paid his full annual salary rate or part thereof.

A teacher, upon returning from a sabbatical leave, shall be restored to his former position or to a position of like nature and status. Any period spent

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Article XI - continued

on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Appendix A of this Agreement.

- E. Teachers who are officers of the Association or are appointed to its staff shall, upon proper application to the Administration, be given leave of absence without pay for the purpose of performing duties for the Association.
- F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States while in the employ of the Board. Teachers on military leave shall be given the benefit, up to four years of military service, of any increments which would have been credited to them had they remained in active service to the school system.
- G. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office. Increment may be granted upon approval of the Board of Education.

ARTICLE XII

Terminal Leave

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

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

Article XII - continued

Completion Of:	Amount
10 - 14 years	\$15.00 per year
15 - 19 years	25.00 per year
20 years or more	50.00 per year

In no event shall the terminal leave sum exceed \$1,000.00 maximum to any individual.

ARTICLE XIII

Insurance Protection

A. It is the agreed intent to provide without cost to the employee hospitalization and medical protection to those where such coverage is not provided without cost through another source (i.e., protection provided by the employer of the spouse, etc.).

In keeping with the above stated intent, MEA Super Medical Insurance or Blue Cross-Blue Shield MVF-1 plus drug prescription, co-pay \$1.25 deductible, will be provided by the Board, excluding "F" and "S" riders, to the employee and family where applicable in keeping with the following schedule:

- 1. Premium payment in full for a single individual employee policy, not to exceed \$14.60 per month.
- 2. Premium payment in full for a two person policy, not to exceed \$32.34 per month.
- 3. Premium payment in full for family coverage, not to exceed \$36.96 per month.
- 4. Premium payment by the Board shall in no case exceed the base as described above and shall not include any "F" or "S" riders.
- 5. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this Agreement or any contribution or payment in lieu thereof.

Article XIII - continued

Should it be determined that hospital and medical protection furnished through another source, (as outlined in paragraph one), is inferior to Blue-Cross-Blue Shield MVF-1, with drug prescription, co-pay \$1.25 deductible, the Board shall provide coverage in those instances not to exceed a total of ten employees in the 1970-71 school year.

- B. The Board shall provide without cost to the teacher Long Term Disability Insurance assuring payment to the teacher in the event of long term disability a monthly income benefit equal to 60% of basic monthly earnings to age sixty-five (65). The long term disability benefit period will start after thirteen (13) consecutive weeks of total disability in accordance with the terms of said policy.
- C. The Board shall provide without cost to the teacher Term Life Insurance in the amount of \$5,000.00 and 24 hour Accidental Death and Dismemberment Insurance in the amount of \$5,000.00 which shall become effective upon the first day of active employment following the signing of his contract.

ARTICLE XIV

Teacher Evaluation and Discipline

- A. The performance of all teachers shall be evaluated in writing utilizing the current forms and procedures established by the Board of Education.
- B. All observation of a teacher shall be conducted openly and with full knowledge of the teacher. The evaluation of teachers shall employ established criteria and be based upon direct observations and personal contact with the person being evaluated.

C. Each teacher shall have the right, upon request, to review the contents of his own personnel file. The teacher shall have previously received copies of all items contained therein except those documents originating from an outside source and confidential in nature.

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

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

- D. Any teacher involved in any conference concerning a reprimand, warning, or disciplinary action shall be given, upon written request made within one week of such conference, a written statement of the proceedings of that conference. If the teacher wishes, he may request an Association Representative to attend a subsequent meeting or meetings, if the teacher believes that the record does not accurately reflect the proceedings of the original conference.
- E. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause. In the case of the discipline of a tenure teacher within the meaning of The Michigan Teacher Tenure Act, just cause shall be determined under that Act.
- F. Discipline of teachers shall be subject to the grievance procedure, provided, however, that: (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or

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permitted by The Michigan Teacher Tenure Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts pending grievances shall be dismissed upon filing of written charges under The Michigan Teacher Tenure Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE XV

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is related to his ability to render sound judgments and prescribe reasonable solutions to problems, the Board and Association recognize their respective responsibilities in lending all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. A teacher's judgment shall prevail in matters of disciplining students within his area of responsibility except in those cases where the judgment rendered is not defensible in the opinion of the administrator involved. Such administrator shall then have the right to modify or overrule the teacher's judgment. Where practical, the administrator shall confer with the teacher prior to making such determination. The correctness of the opinion as to defensibility may be resolved through the grievance procedure.
- B. Any case of assault upon a teacher or his property shall be promptly reported to the proper law enforcement agencies and then reported in writing to the Superintendent of Schools. The Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Article XV - continued

- C. If any teacher is complained against or sued by reason of action taken by the teacher while discharging his duties, except in the case of corporal punishment, the Board will provide protection as defined in existing, or like, liability policy which shall remain in existence for the duration of this contract.
- D. A close and agreeable association between administrators, teachers, students and parents can contribute to the effectiveness of the teaching situation. When an instance of complaint against a teacher by a parent or student occurs, administrators will reserve any judgment against a teacher until the problem has been discussed with the teacher involved unless impractical.
- E. Before acting against a teacher as a result of a specific complaint, the administrator will have the complaint reduced to writing, if requested by the teacher involved, and will reserve action until such teacher and/or representative shall be given an opportunity, if requested, to discuss the complaint with all parties concerned at a conference arranged by the administrator.
- F. The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his immediate possession, excluding instructional materials, due to acts against him resulting from discharge of his duties and provided such loss shall not be the result of his negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, etc.

ARTICLE XVI

Negotiation Procedures

- A. It is agreed that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them during the period of this contract upon mutual agreement between the Board of Education and the Association Executive Board. The parties will cooperate in arranging meetings within two (2) weeks of such mutual agreement.
- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article IV, Paragraph A of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district, except that the Association shall not use or allow to be present in any capacity an officer or member of any labor organization other than those of the local, state and national associations affiliated with the local education association during the life of this contract. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of Association members voting, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

ARTICLE XVII

Grievance Procedure

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition which pertains to the interpretation or application of this contract or a complaint based on an event or condition not specifically covered by this contract.
- 2. The "aggrieved person" is the person or persons making the claim.
- 3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
- 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- 5. The term "days" shall mean calendar days.

B. Purpose

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

C. Structure

- 1. There shall be at least one Association Representative and not more than a ratio of one for each twenty (20) staff members or major fraction thereof for each school building and special service department to be selected in a manner determined by the Association.
- 2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

XVII - continued

- 3. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building, unless otherwise determined by the Superintendent of Schools.
- 4. The Board of Education hereby designates the Superintendent of Schools, or someone designated by him, as its representative when the grievance arises in more than one school building.

D. Procedure

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

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

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

- 1. Level One A teacher with a grievance shall submit it, in writing, to his immediate supervisor or principal; individually, together with his Association Representative or through the Association Representative. A decision shall be rendered, in writing, within five (5) days after presentation of the grievance.
- 2. Level Two
 - a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file an appeal with the supervisor rendering such a decision and with the Association PR & R Committee.

- b. Within five (5) days of receipt of the request to appeal, the PR & R Committee shall decide whether or not there is a basis for appeal. If the committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools, within the time limitations set forth in Paragraph G-7 of this Article.
- 3. Level Three In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.
- 4. Level Four In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance, if a matter covered by this contract, may immediately be transmitted by the aggrieved party to the American Arbitration Association unless another arbitrator is mutually agreed upon. If the matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e. witnesses, etc., shall be borne by the party incurring such expenses. If the Association is not involved then the party involved shall bear such cost instead of the Association.
- E. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

F. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

G. Miscellaneous

- 1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association Representative or the PR & R Committee, a grievance involves a policy matter or affects a group of teachers, the PR & R Committee may initiate and process the grievance at any appropriate level.
- 2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
- 3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- 5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- Access shall be made available to all parties, places, and records for any information necessary to the determination and processing of a grievance, except when such information is of a confidential nature.
- 7. Any grievance not appealed from a decision at any level of this procedure within ten (10) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
- 8. Any grievance shall be filed within twenty (20) days after the alleged incident was known or should have been known to the aggrieved party. In such cases the disposition rendered shall indicate non-compliance with the above time limit.

The burden of showing no knowledge and the reasons therefore shall be upon the grieving party.

9. Both the Association and the Board of Education recognize that the primary objective of the parties to this contract is to insure, protect, continue

Article XVII - continued

and improve the high quality of education in the Grand Blanc School District. This requires good relations and cooperation between the Board, the Administration, and Association, and the Staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.

ARTICLE XVIII

Academic Freedom

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

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

ARTICLE XIX

Association Membership & Professional Dues

A. All teachers, as a condition of continued employment, shall:

1. Sign and deliver to the Association an assignment authorizing payroll deductions of membership dues and assessments of the Association (including the National and Michigan Education Associations). Such authorization shall continue in effect unless revoked in writing during the period provided.

OR

2. Remit to the Association in lieu of the above the total annual amount of such professional dues.

OR

3. Cause to be paid to the Association by the process described in either Paragraph (1) or (2) above, a representation fee equivalent to the dues and assessments as described.

Article XIX - continued

A period of enrollment or revocation of enrollment is hereby established between the dates of January 1 and February 15 of each year.

- a. First Year Employees: All first year employees not previously enrolled as Association members or have not previously authorized the representation fee to be paid shall, not later than Feb. 15th of their first year of employment authorize, in writing, either membership in the Association or payment of the representation fee for the succeeding school year. The Board, upon receiving a signed statement from the Association certifying the teacher has failed to comply with this condition and that the teacher has been so notified by the Association, shall immediately notify said teacher that his services shall be discontinued at the end of the current school year, providing such action is not contrary to state law. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this Agreement is recognized as just and reasonable cause for termination of employment.
- b. <u>Continuing Employees</u>: Those persons previously employed who have not enrolled, authorized the representation fee or choose to revoke their membership or authorization for the succeeding school year during the period January 1 through February 15 of each year shall be subject to the procedure for discontinuance of services as outlined in Paragraph a. above.
- 4. Payroll deduction of professional dues and assessments shall be in accordance with the conditions set forth in Article I, Paragraph C.
- B. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of this Article of the collective Agreement.

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

- The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
- 3. The Association has the right to choose the legal counsel to defend any said suit or action.

Article XIX - continued

- 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- 5. This section shall take effect upon ratification and shall not be retroactive to any school years preceding 1970-71.
- 6. The word "Association" as used in this Paragraph includes the local and its parent organization the Michigan Education Association. This Article shall be effective only upon written acknowledgment by the Michigan Education Association that they are a party to and jointly responsible for items outlined in this Article.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of September 1, 1970, and shall continue in effect until the 31st day of August, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE GRAND BLANC EDUCATION ASSOC., INC. FOR THE BOARD OF EDUCATION GRAND BLANC COMMUNITY SCHOOLS

(President)

(Vice-President)

(Secretary)

(Treasurer)

(Chairman, Negotiating Committee)

(President)

(Secretary)

(Treasurer)

(Trustee)

(Trustee)

(Trustee)

(Trustee)

Salary Schedule 1970-71

Grand Blanc Community Schools

			MA or	MA + 15 or	Specialist** or
Step	BA	<u>BA + 18</u>	<u>BA + 40</u>	<u>BA + 45</u> *	<u>BA + 70*</u>
l	\$ 7,950	\$ 8,347	\$ 8,764	\$ 9,202	\$ 9,662
2	8,347	8,764	9,202	9,662	10,145
3	8,764	9,202	9,662	10,145	10,652
4	9,202	9,662	10,145	10,652	11,185
5	9,662	10,145	10,652	11,185	11,744
6	10,145	10,652	11,185	11,744	12,331
7	10,652	11,185	11,744	12,331	12,948
8	11,185	11,744	12,331	12,948	13,595
9		12,331	12,948	13,595	14,275
10			13,595	14,275	14,989

This schedule is based on 5% cumulative index. * Must include the MA Degree. ** Specialist or equivalent.

Summer Program Rates

	Driver	Education	\$ 38.58	per	pupil
*	Summer	Recreation	128.32	per	week
*	Summer	School, Curriculum		-	
	Assign	nments, etc.	128.32	per	week

* Hours and conditions of employment to be same as established in previous year's programs.

NOTE: Persons newly employed shall be given credit for actual teaching experience previously rendered up to and including eight (8) years.

Grand Blanc Community Schools

Non-Degree & Substitute Salary Schedule 1970-71

Step	60 Hours	90 Hours	120 Hours
l	\$ 6,700	\$ 6,900	\$ 7,100
2	7,035	7,245	7,455
3	7,387	7,607	7,828
4	7,756	7,987	8,219
5	8,144	8,386	8,630
6	8,551	8,805	9,061
7	8,979	9,245	9,514
8	9,428	9,707	9,990

Substitute Rates

Degree	\$ 27.00	per	day	
Non-Degree	25.00	per	day	

The following conditions are effective relative to substitute teachers:

- a. Compensation for less than a full day of substitute teaching shall be: $\frac{1}{2}$ day or less = $\frac{1}{2}$ daily rate - - more than $\frac{1}{2}$ day = full rate.
- b. Long term substitute shall begin with the sixth (6th) day of teaching in the same assignment at a rate of \$5.00 per day extra and shall not be retroactive.
- c. When a long term assignment is known prior to the beginning date, the long term rate shall begin with the first day assigned.
- d. Substitutes shall not be eligible for fringe benefits.

Provisions for Special Classifications

The specified increments will be applied to the appropriate step as indicated on the Teachers Salary Schedule negotiated in the Master Contract for the

following:

Teachers of Mentally Handicap Emotionally Handicapped, Teac Counselors for the Physically capped and Speech Therapists	her-	6%
Visiting Teacher		8%
Diagnostician		10%
Teacher Consultants		10%

"If teacher consultants are employed beyond the normal established school year, they shall be reimbursed on a pro-rata basis."

Department Chairman

5%

Teacher-Coordinators of Distributive Education

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

Index Schedule - Athletics

ACTIVITY		INDEX
Football - Varsity	Head Coach	12%
	Assistant Coach	7%
	Assistant Coach	7%
Football - Reserve	Head Coach	7%
	Assistant	6%
	Freshman	5%
	Freshman	5%
Football - Junior High	Coach and Scout	5%
	Coach and Scout	5%
	Coach and Scout	5%
Basketball - High School	Head Coach	12%
	Reserve Coach	7%
	Freshman	5%
Basketball - Junior High	Coach	5%
	Coach	5%
Baseball - High School	Head Coach	8%
	Reserve	6%
Baseball - Junior High	Coach	5%
	Coach	5%
Track - Senior High	Head Coach	8%
	Assistant	6%
	Cross Country	6%
	Assistant Cross Country	5%
Track - Junior High	Coach	5%
Golf - High School	Coach	5%
	Assistant	4%
Wrestling - High School	Head Coach	8%
	Assistant Coach	6%
Swimming - High School	Head Coach	8%
	Assistant	6%
	Girls Synchronized Swimming	5%
Tennis - High School	Varsity Coach	5%
	Assistant	4%

(continued)

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Appendix A - Index Schedule - Athletics - continued

ACTIVITY		INDEX
<u>Girls Basketball</u> - <u>High School</u>	Head Coach Assistant (OR)	6% 5%
	Coach - Varsity & Reserve	7%
<u>Girls Softball</u> - <u>High School</u>	Coach	5%
Trainer - High School	Trainer (3 seasons)	8% (full yęar)
Athletic Business Manager High School	Business Manager	5%
Cheerleader Coach	Coach Coach	5% 5%
Intramural	High School	5% (per sem.)
	Junior High	5% (per sem.)
	Elementary Schools	2½%(per sem.)

NOTE:

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

Extra Duty Pay

The following percentages are based on the 1969-70 salary base of \$7,400.00. For succeeding years, the percentage figure is applied to the base salary, beginning step, B.A. schedule, of the salary schedule in effect at the beginning of the preceding year.

ACT	IVITY		PERCENTAGE
I.	Classes	Senior #1 Senior #2	9
		Junior #1 Junior #2	3 3
		Sophomore #1 Sophomore #2	2 ¹ 2 2 ¹ 2
		Freshman #1 Freshman #2	2 2
II.	Plays and Operettas	Senior Play Junior Play	2 ¹ /2 2 ¹ /2
		* Vocal Music * Operetta	5 3
		* Band * Operetta	5 3
		* Drama-Thespian * Operetta	2 3
III.	Science	<pre>* Future Science * Radio * Photography</pre>	2 ¹ 2 2 ¹ 2 2 ¹ 2
IV.	Debate and Forensics		5
۷.	Arts and Languages	French German Spanish Latin	2 2 2 2 2
VI.	Vocational	* Future Homemakers #1 * Future Homemakers #2	2 ¹ 2 2 ¹ 2

* Denotes splitting of sponsorship optional.

(continued)

Appendix A - Extra Duty Pay - continued

ACTIVITY

VI.	Vocational (continued)	Future Teachers (Cadet)	2
	(continued)	* Future Farmers	5
		* 4-H Club #1	5
		Health Careers (Future Nurses)	2
VII.	Services and	* Assembly	2 ¹ / ₂
	Miscellaneous	Honor Society	2 ¹ / ₂
		SLAMM	1
		Students for Independent Thought	2
	Bobcat Banner and Echo	6	
		* Senior High Ski	2
		* Junior High Ski	2
		Student Activities	
		Senior High Student Council	3
		Junior High Student Council	2
		Elementary Student Council	2
		Varsity Club	2
		UN Club	2
		Junior High School Music Club	2
		Junior High School Science Club	2
		Junior High School Drama Club	2

PERCENTACE

VIII. New Clubs

The first year of function of a "new" club shall be at a rate of 2% pro-rated as to the length of time such club has functioned as a recognized club. Reimbursement for subsequent years shall be negotiated at the next opening of negotiations.

* Denotes splitting of sponsorship optional.

Appendix A - Extra Duty Pay - continued

IX. Bus Duty

Teachers volunteering to work bus duty shall be paid at the rate of \$2.50 per day per teacher. If a sufficient number of volunteers are not available, bus duty will assigned to all teachers on a rotating basis at the rate of \$2.50 per teacher per day. The administration shall establish the number necessary for supervision in each building.

APPENDIX B

School Calendar 1970-71 Grand Blanc Community Schools

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September 8, 1970	Tuesday	Teacher Orientation
September 9, 1970	Wednesday	Classes Begin - All Students
November 6, 1970	Friday	First Marking Period Ends
November 13, 1970	Friday	Elementary & Secondary Report Cards Issued
November 25, 1970	Wednesday	Thanksgiving Recess - Classes Dismissed at Close of Day
November 30, 1970	Monday	Classes Resume
December 23, 1970	Wednesday	Christmas Recess - Classes Dismissed at Close of Day
January 4, 1971	Monday	Classes Resume
January 22, 1971	Friday	Second Marking Period Ends
January 29, 1971	Friday	Elementary & Secondary Report Cards Issued
March 26, 1971	Friday	Third Marking Period Ends
April 2, 1971	Friday	Elementary & Secondary Report Cards Issued
April 8, 1971	Thursday	Easter Recess - Classes Dismissed at Close of Day
April 19, 1971	Monday	Classes Resume
May 28, 1971	Friday	Memorial Day Recess - Classes Dismissed at Close of Day
June 1, 1971	Tuesday	Classes Resume
June 6, 1971	Sunday	Baccalaureate
June 9, 1971	Wednesday	All Students Dismissed at Close of Day
June 10, 1971	Thursday	Teachers Work On Records Commencement
June 11, 1971	Friday	Teachers Work On Records Teachers Dismissed at Noon

GRAND BLANC COMMUNITY SCHOOLS

G-11920 SOUTH SAGINAW ROAD GRAND BLANC, MICHIGAN 48439 TELEPHONE 313-694-8211

BOARD OF EDUCATION DAVID E. BRITCHER, President JOHN F. SELLINGER, Secretary DR. A. R. CONQUEST, Treasurer ALLAN L. PARKER, Jr. Trustee TERRANCE G. MAXWELL, Trustee DR. M. JOE ROBERSON, Trustee R. EDWARD BERRYMAN, Trustee JAMES A. BURCHYETT Superintendent

DR. EDWIN W. CRANDELL Deputy Superintendent, Instruction

PAUL MADISON Assistant Superintendent, Business And Administrative Services

> ROBERT K. SMILEY Supervisor, Personnel And Instruction

August 18, 1970

Grand Blanc Education Association, Inc. 1344 W. Bristol Road Flint, Michigan 48507

Attention: 1970-71 Negotiating Committee

Gentlemen:

Following are statements of intents which we agreed to furnish you during the course of current negotiations:

1. As agreed in a formal negotiation session, the Deputy Superintendent of Schools will re-convene the teacher evaluation committee, (as originally composed) prior to October 31, 1970.

The purpose of re-convening the committee will be to review the present Board Policy and associated instruments on teacher evaluation in order to achieve a higher and more consistent level of interpretation and implementation from building to building and within each building of the District.

- 2. The Administration agrees to establish a joint problems study committee which will meet sometime prior to October 31, 1970. The composition of this committee will consist of the Superintendent of Schools, or his representative, the President of the G.B.E.A., or his representative, four staff members appointed by the Association and four administrators appointed by the Superintendent of Schools. The purpose of the committee shall be to identify and review areas of potential interest and/or concern related to the improvement of education for students, and for the improvement of understanding and relationships between teachers, administrators and the Board.
- 3. The Administration agrees that the mass scheduling of parent-teacher conferences arranged traditionally in the past at the elementary school level will not occur during the 1970-71 school year unless the pattern can be coupled with a plan for releasing students, as in the past, or an arrangement providing for additional compensation for members of the staff involved.

- 4. The Administration agrees that the proposition for the early dismissal of elementary school children to provide time for curriculum work and the professional development of staff will become a matter referred to the newly established "problems" committee and will become a first item on the agenda for discussion by that group. It is further agreed that mutual effort will be exerted to establish an operationally feasible plan to accommodate these concerns for consideration by the Board of Education by February, 1971.
- 5. The Administration agrees to refer the review of the severe weather policy and statement (to be included in the Administrative Manual for Teachers) to the newly established "problems" committee for its deliberation and recommendation.
- 6. In consideration of your concern relative to a reduction of staff, if necessary, it is hereby agreed that the Board of Education and Administration will give due consideration to such written recommendations as may be developed by a representative committee of the G.B.E.A. It is not anticipated that a reduction of staff will be necessary during the term of the current agreement.
- 7. It is recognized by both parties that the recent Supreme Court decision regarding fees, textbooks and materials has placed an added burden on the resources of school districts.

In the event, by state legislative action, an additional appropriation should be forthcoming designed to specifically overcome this loss to schools and such an appropriation would be received by the District prior to June 30, 1971 and such appropriation would be in such an amount that 63.5% of that amount would be sufficient to enable the establishment of a salary schedule of \$8,000.00 base which would have been effective as of September 1, 1970 and constructed in accordance with the schedule agreed to under the 1970-71 contract, such adjustment would be made and payment made to only those employees under contract at the time of receipt of such funds.

Any such adjustment would be to salary schedule amounts only and would not affect any other items of compensation or fringe benefits previously agreed to.

Very truly yours, EDWIN W. CRANDELL E. PAUL MADISON JOHN T. DAMM FOR THE GRAND BLANC EDUCATION ASSOCIATION, INC. JOHN G. JOHNSON JAMES W. VAN WORMER RICHARD J. KAST