

August 31, 1975

Grand Blanc

MASTER CONTRACT

September 1, 1973 - August 31, 1975

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Grand Blanc Community Schools
Grand Blanc Education Association, Inc.

J. Howard Clayton, Assistant
Superintendent, Instruction
Grand Blanc Community Schools
4-11920 S. Saginaw Road
Grand Blanc, Michigan 48439

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	
Article I Recognition	1
Article II Teacher & Chapter Rights & Responsibilities	2
Article III Board Rights and Responsibilities	4
Article IV Professional Compensation	4
Article V Teaching Hours	6
Article VI Teaching Loads and Assignments	7
Article VII Teaching Conditions	9
Article VIII Vacancies, Promotions, Staff Reduction and Recall Procedures	15
Article IX Transfers	21
Article X Sick and Personal Business Leave	23
Article XI Leaves of Absence	26
Article XII Terminal Leave	30
Article XIII Insurance Protection	31
Article XIV Teacher Evaluation and Discipline	33
Article XV Protection of Teachers	34
Article XVI Grievance Procedure	36
Article XVII Academic Freedom	41
Article XVIII Maintenance of Membership	41
Article XIX Miscellaneous	44
Article XX Duration of Agreement	45
Appendix A-1 & A-2 Salary Schedule	46-47
Appendix B Summer Program Rates	48
Appendix C-1 & C-2 Non-Degree & Substitute Salary Schedule	49-50
Appendix D Provisions for Special Classifications	51
Appendix E Index Schedule - Athletics	52
Appendix F Extra Duty Pay	54
Appendix G School Calendar -- 1973-74	56
Appendix H Official Grand Blanc School District Grievance Form, & Grievance Disposition Form	57-58

MASTER CONTRACT

Grand Blanc Community Schools
Grand Blanc Education Association, Inc.

This Agreement entered into this day of , 1973, 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, Assistant Superintendent-Instruction, Assistant Superintendent-Business and Administrative Services, Supervisor-Personnel and Instruction, 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 be performed by those who are defined as certified teachers, who are under contract and who are represented by the bargaining agent, except in the case of emergencies or experimental cases. Consultation with the Association shall occur where emergency or experimentation are unusual in nature or scope.

Article I - continued

- D. Extra-duty assignments, as defined in Appendices E and F, shall normally be a corollary to the instructional program and shall be performed by certified teachers employed within the Grand Blanc School District who are represented by the bargaining agent, except where no applicants within the bargaining unit exist, or unless an applicant from outside the unit is clearly superior in qualifications to applicants from within the unit.

- E. 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 as 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

Article II - continued

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 board 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 compiled in an established form report or which is a matter of public record.
- D. The teacher shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration,

Article II - continued

providing that such policies, rules and procedures are not contrary to the provisions of the Master Contract.

ARTICLE III

Board Rights and Responsibilities

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this 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 one (1) day prior to the beginning of classes in September or to remain more than one (1) day after class sessions or examinations end in June.

Article IV - continued

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

- C. The calendar governing the operation of the Grand Blanc Community Schools will be negotiated annually, subject to the following regulations:
1. The calendar as established annually shall become Appendix G of this contract.
 2. If conditions warrant, the calendar as established will be adjusted by the Board of Education for purposes of obtaining State Aid. The 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.

Article IV - continued

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

ARTICLE V

Teaching Hours

A. Secondary Schools

1. Teachers in secondary schools shall not be assigned more than seven hours and ten minutes (7 hours - 10 minutes) in a continuous block of time. This time is to occur within the hours of 6:50 a.m. and 5:30 p.m. subject to provisions in paragraph C of this article.

B. Elementary Schools

1. Teachers shall be required to report to assigned places or duties no earlier than fifty-five (55) minutes prior to the time students are required to report to their first assignment and/or classroom.
2. Teachers may leave their assigned places or duties after the dismissal of students subject to provisions to 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.

Article V - continued

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 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.
- B. At the elementary level, the Board agrees to provide a fifty-five (55) minute period from 8:15 - 9:10 for purposes of a professional nature and a minimum

Article VI - continued

of one twenty-five (25) minute period during the instructional day for purposes of a professional nature.

- C. 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. 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.

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

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

The Board of Education shall equalize pupil-teacher ratios at the elementary level (1-5), as soon after the official (4th Friday) enrollment as possible, and sooner if feasible.

This equalization process shall provide that each elementary program (1-5) shall not deviate more than three (3) students either above or below the district-wide average at the 1-5 level either between or within buildings unless mutually agreed upon by the teacher and/or teachers involved in a particular elementary building and the elementary building principal. The kindergarten shall be computed separately subject to the provisions outlined for grades 1-5.

It is understood that the question of rounding off fractional numbers be resolved through the following method: The number of elementary students (1-5) will be divided by the number of sections (1-5). The average will be

Article VII - continued

carried out to two (2) decimal points. If that decimal is greater than fifty (50), the decimal will be rounded to the next highest consecutive whole number. If the decimal is fifty (50) or less, the decimal will be rounded to the lower consecutive whole number. The computation shall exclude Type A, Emotionally Handicapped, and other special classes.

Insofar as it is possible and appropriate, the enrollment at certain key buildings or classrooms shall be established in such fashion as to absorb anticipated enrollment growth in the district throughout the school year. Where such initial enrollment is established, it is recognized by the parties that deviations below the district-wide average may exist beyond the 4th Friday date, and possibly throughout the school year.

Further, the Board of Education shall supply to the Grand Blanc Education Association a report of pupil-teacher ratio at each elementary building. Such information shall be provided not later than October 31, 1973 and October 31, 1974.

- 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.

Article VII - continued

A clinic for the administration of the tuberculosis tine test will be scheduled for 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 a tine, and such reaction is a matter of record, shall be referred to the County Health Department for a PPD test. If such person has a previous positive reaction to a PPD test, and such reaction is a matter of record, he will be referred to either 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. If an employee produces a medical statement to the effect that he is unable to take the tine or PPD test because of other medical reasons, he will be referred for an x-ray examination to a doctor designated by the Board of Education. It is the responsibility of the employee to furnish a written statement prior to the issuance of authorization for an x-ray exam. Any person wishing to choose another acceptable form of T.B. test, other than that made available by the Board as outlined above, shall bear all costs of such tests.

Any person entering the employ of the Board, after the termination of the scheduled tests, 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

Article VII - continued

and Administration will confer from time to time for the purpose of improving the selection and use of such educational tools, and wherever appropriate to respective disciplines, such material shall include the contributions of minority groups. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the Staff.

- D. Teachers shall be entitled to full rights of citizenship, and a private life, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 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 to seek to achieve full equality of educational opportunity to all pupils.
- F. Payroll Deductions
1. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Teachers Credit Union. It is understood that those wishing to enroll, to make changes (once enrolled), or to drop from participation in said credit union, shall make all such arrangements through the Flint Teachers Credit Union who, in turn, will furnish all necessary information, forms authorizations, etc. to the Business Office of the Grand Blanc Community Schools.
 2. The Board agrees to provide payroll deduction for bargaining unit members for the purpose of participation by the members in tax sheltered annuity plans. The carriers for tax sheltered annuity plans shall be mutually selected by the Board and the Association

Article VII - continued

G. Part-Time Employees

1. Those employees who are assigned less than 30 hours per week on a regular basis shall be classed as part-time employees.
2. Basis for establishing per diem salary rates for part-time employees shall be their appropriate step in the salary schedule divided by 1330 with the quotient multiplied by the number of hours assigned daily.
3. There shall be no eligibiluty for fringe benefits other than sick leave which shall be pro-rata on the same proportion as salary.
4. Seniority shall accumulate only on the same pro rata basis.
5. Movement on the salary schedule shall occur only at the time other employees are moved and only upon pro rata accumulation of service which would equal one-half year of full time equivalent service (movement at one-half steps only).

H. Professional Qualifications

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or permanent certificate. Exception to the above is recognized for the school nurse and vocational education programs, or where mutually agreed.

I. Selection of Department Chairmen

Applicants for the position of Department Chairman shall be screened in accordance with the following procedures;

1. The positions shall be posted as indicated in the Master Contract, identifying the qualifications sought.
2. Interested candidates shall apply in writing to the Personnel Office, listing their qualifications.
3. The Personnel Office shall evaluate candidates in terms of the qualifications listed.

Article VII - continued

4. The Personnel Office shall submit a slate of qualified candidates to the department involved and to the building principal.
5. The principal and the department shall independently consider candidates from the slate presented.
6. The principal and the department shall submit written and documented recommendations independently to the Personnel Office.
7. The Personnel Office shall recommend an applicant to the Assistant Superintendent for Instruction for appointment, who in turn will present a recommendation to the Board of Education.

J. Supervising Teachers for Student Teacher Placement

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

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

ARTICLE VIII

Vacancies, Promotions, Staff Reduction and Recall Procedures

- A. Vacancies - The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration subject to the following:
1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No 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 Association, being morally and philosophically committed to the standards outlined by the Fair Employment Practices Act, shall hereby adhere to hiring policies stated in said Act. The Board shall place in the district's recruitment brochures positive statements relating to the hiring of minority races. Placement bureau directors shall be instructed encourage individuals of minority groups qualified with a permanent or provisional certificate, professional education courses meeting with State of Michigan minimum standards for teaching certification, and a bachelor's degree or equivalent to interview with Board recruitment representatives.
- B. Promotions - The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:
1. Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of Paragraph A of this Article.

Article VIII - continued

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.

D. Necessary Reduction of Personnel Due to Financial Reasons - The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the discretion of the Board of Education to reduce the educational program and curriculum and staff when economic necessity dictates, provided such rights are exercised in conformity with this Contract. When reduction in staff is made, the Board shall attempt to provide similar reduction in other areas, provided they are feasible and practical. The Board recognizes its obligation under the Teacher Tenure Act.
2. No teacher shall be laid-off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the student enrollment in the school district or there is a substantial decrease in the revenues of the school district. Before the Board makes any necessary reduction in personnel, it will first consult with the Association regarding the effects of such reduction.
3. No teacher shall be laid-off pursuant to a necessary reduction in personnel effective during the school years covered by this contract, except as provided in Section J of this article, or as mutually agreed otherwise.

Article VIII - continued

No teacher shall be laid-off pursuant to a necessary reduction in personnel for the 1974-75 or 1975-76 school years, or portion thereof, unless said teacher shall have been notified of said lay-off at least sixty (60) days prior to the closing date of the respective school year, except as provided in Section J of this article, or as mutually agreed otherwise.

4. In the event the Board of Education determines that reduction of staff (termination of contract, no non-replacement of staff who voluntarily leave) is deemed necessary due to financial reasons, leaves of absence without pay will automatically be granted to any and all teaching staff affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence without pay during the staff reduction irrespective of his position on the seniority list; such leave will be in effect for one (1) year, with renewal of up to two more years under the following conditions:
 - a. In the event that a teacher on voluntary or involuntary leave is unable to accept a position upon notification by the district, because of not being able to be released from an interim contract with another district, his leave shall be extended upon written request to the Personnel Office within the time limit as outlined in this Article.
 - b. In the event there is not a position opening available prior to the expiration of the initial staff reduction leaves, then leave will be extended until a position is available, if written intent to return is made to the Personnel Office within the time limit as outlined in this Article.
5. During said leave of absence, such teacher shall receive no insurance benefits at Board expense. Provisions will be made where possible that teachers may continue, at their own expense, the insurance coverage at the group rate.
6. During said leave of absence, such teacher's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be cancelled but shall remain credited to him pending his return to a teaching assignment in this district within the procedure outlined in Paragraph G, Section 1 of this Article.
7. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the district, he shall assume the step position on the salary schedule which he would have held had he been actively employed in the district to a maximum of one (1) year's credit.

Article VIII - continued

E. Reduction of certified personnel who are members of the bargaining unit will be made according to the following:

1. Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district. Leaves of absence shall be treated as defined in Article VIII, Paragraph C of the Master Agreement.
2. A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel. Any teacher or the Association may challenge the accuracy of the seniority list.
3. Classroom loads and/or schedule offerings will be carefully examined to ascertain whether redistribution of students and/or combining course offerings may prevent a reduction of staff. The Board will attempt to make changes in classroom loads and/or schedules at the beginning of the school year or the semester break.

F. Reduction procedure of certified personnel who are members of the bargaining unit will occur as follows:

1. Non-classroom positions, positions that are not normally included in computing pupil-teacher ratios for classload purposes, will be eliminated by seniority prior to classroom positions where feasible and substantial economic gains can be realized. Personnel employed in these positions may be assigned to classroom positions for which they are certified and qualified and according to the rank they hold on the seniority list of the total bargaining unit.

Any staff member reassigned under the above whose previous assignment came under the "Provisions for Special Classification", Appendix D of the Master Contract, shall become ineligible for such additional pay over the teacher's salary schedule.

Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

2. Probationary employees will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
3. In the event tenure teachers must be laid off, layoff will be on the basis of seniority and certification.

Article VIII - continued

4. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individual teachers to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list prior to notification of the individual teachers and prior to the notification deadline.
 5. In the event of layoff, the Board will assist separated personnel in their attempts to secure other teaching positions.
 6. The Association interprets Paragraph A, Article XVIII of the Master Contract as not applying to persons placed on leave of absence due to financial reasons.
 7. Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of Article IX of the Master Contract.
 8. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.
- G. Recall- Teachers shall be recalled in inverse order of layoff for position openings for which they are certified and qualified in accordance with the following:
1. If a position exists within the district for which the teacher is qualified and certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he has declined the position. The teacher shall notify the Personnel Office by April 15 of his intent to return to the school district, or his leave shall be terminated. No new staff shall be hired until all staff on leave in accordance with this Article have been offered an opportunity in writing to return to active employment. It is the teacher's responsibility to keep his address with the Personnel Office current.
 2. First Category: Tenure teachers as specified in Paragraph F, Section 3 of this Article and tenure teachers on approved leave of absence, provided they have notified the Personnel Office of their intent to return by April 15.
 3. Second Category: Probationary teachers on the basis of seniority and certification.
 4. In the event that items one (1) through three (3) are exhausted in this section of recall, then in the presence of an Association Representative

Article VIII - continued

the remaining names will be drawn to establish a register of recall for positions which may become available and for which they are qualified and certified.

- H. The recall list shall be maintained by the Personnel Office. It shall be the teacher's responsibility to maintain a current address with the Personnel Office. Said teacher waives leave responsibilities of the Board if when contacted by the district, said teacher does not state in writing his intent to return to the district upon the opening of a position for which he is qualified, or the circumstances as to why he cannot accept the position as covered in Section D, # 2 a and b in this Article. If the teacher cannot be contacted because of his failure to leave a current address, the Board is relieved of its responsibilities to the teacher and such leave is terminated.
- I. The above sections in no way abrogate Article X and XI in terms of leaves but do supercede Section A of this Article as applicable to laid-off and recalled teachers. Teachers on military or educational leaves shall have precedence in recall over laid-off teachers of equal or less seniority.
- J. Withholding of Anticipated Operating Revenue - In the event that during the course of the school year anticipated revenue is being curtailed, withheld, or not forthcoming for any reason and it is determined that the school year must be shortened or curtailed because of such financial crisis, such announcement and determination shall release the Board from further responsibility for payment of all contractual salaries and benefits to all teachers for the duration of the school year provided the following conditions are met:

Article VIII - continued

1. The teacher contractual salaries shall be pro-rated and paid out in relationship to the 180 attendance days completed, any "orientation and records days", and the seven paid holidays, all of which have occurred within that portion of the school year completed.
 2. At the time the Board halts the school operation under this clause, the Board shall pay each teacher those amounts due him as summer pay held in escrow at that time.
 3. Provision will be made, where possible, that teachers may continue, at their own expense, insurance coverage at the group rate.
 4. Each teacher affected by this clause shall hold himself available to return to the district through June 30 of that school year or shall forfeit rights under Paragraph F of this Article except that they shall be entitled to reinstatement as of the beginning of the following school year if such intention is made known in writing.
 5. The closing of school shall be the last alternative resorted to after all other reasonable alternatives have been explored and after consultation with the Association.
 6. The parties agree to maintain close contact during the administration of this Article and to negotiate between them the resolution of any unforeseen circumstances which may arise.
- K. The Board will offer an opportunity for the Association to confer prior to any millage election. The Association will put any suggestions regarding the millage election in writing.

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

Article IX - continued

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 its representatives will not, in any case, assign or transfer a teacher without every reasonable effort to hold prior discussion with said teacher, nor for purposes of punishment. Such transfers or changes of assignment shall be on a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. The reasons necessitating involuntary assignments or transfers shall be provided in writing upon request by the individual or the Association.
- C. In the event that transfers of teachers appear to be necessary, 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 transfers to supervisory or executive status.

Article IX - continued

- 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:

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

*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

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.
3. 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.

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.

Article X - continued

Said sick leave "bank" shall be established by applying a rate of one day per staff member covered under this contract as employed on the fourth Friday following the beginning of school each fall.

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

The use of days from the sick leave "bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and 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, Paragraph B, 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.
3. Study, research or special teaching assignments involving probable advantage in the school system.

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

B. A teacher holding a tenure contract will be granted a one year maternity leave. Such leave shall be renewable for two additional years. A request to renew the leave for each year must be made annually to the Superintendent prior to the expiration date of each preceding year's leave. Those teachers currently granted maternity leave under previous Master Contract shall be entitled to renew for the number of years stipulated in the respective contract. Maternity leave may be granted for adoption. Maternity leave may be granted to second year probationary teachers.

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

Article XI - continued

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

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

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

A teacher, upon request and her physician's assurance that her health will permit, shall be granted a short term maternity leave not to exceed eight (8) weeks during the course of a given school year. When such leave is granted, an interim substitute shall be provided, and the teacher shall return to her specific assignment at the conclusion of the leave.

Should the tenure teacher or the second year probationary teacher to whom long term maternity leave may be granted be unwilling or unable to return to full employment at the conclusion of the short term maternity leave, she shall apply for full term maternity leave for the balance of the school year in progress, and she may apply for renewal of the maternity

Article XI - continued

leave for the subsequent year(s) or for reinstatement in accord with the provisions already outlined in this section. Should the teacher fail to apply for full term maternity leave at the conclusion of the short term leave, and after having been contacted and given an opportunity to apply, the individual's employment may be terminated and the position declared open.

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

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

Article XI - continued

- 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.
- H. Miscellaneous Leave - A leave of absence without pay or increment accrual may be granted by the Board to provide for any hardship, opportunity, or service not covered in other sections of this contract.
- I. Return from leaves in term of order or priority in Articles X and XI shall be according to the following:
 - 1. Short term maternity leave.
 - 2. Reduction of staff and recall, military leave, sabbatical leave, educational leave, sick leave.
 - 3. Transfer requests:
 - a. Required (to meet certification or North Central)
 - b. Voluntary
 - 4. Maternity leave.

Article XI - continued

5. Service leaves (Section C), Association (Section E), and Political leaves (Section G), shall all three be as one group based upon seniority list of this group as a whole.
6. Miscellaneous leaves (except sick leave as provided in # 2 above).

Within the above areas, in the absence of statutes to the contrary, order of return shall be upon seniority within each area with the person with highest seniority returning first and the person with least seniority last.

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:

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

In no event shall the 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, a base of Blue Cross-Blue Shield MVP-2 with master medical, option # 4 drug prescription, co-pay \$2.00 deductible, excluding "F" and "S" riders, or MEA Super Medical II Insurance, will be provided by the Board to the Employee and family where applicable.

1. Premium payment by the Board shall in no case exceed the base as described above and shall not include any "F" or "S" riders.
2. Any person covered by hospitalization and/or medical protection provided by other employers shall not be eligible for paid hospital or medical protection under this Agreement or any contribution or payment in lieu thereof.

Should it be determined that hospital and medical protection furnished through another source, as outlined in paragraph one, is inferior to Blue Cross-Blue Shield MVP-2 with option # 4 master medical and drug prescription, co-pay \$2.00 deductible, the Board shall provide coverage in those instances not to exceed a total of fifteen employees during the period covered by this Agreement.

- 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 percent 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.

Article XIII - continued

C. The Board shall provide without cost to the teacher, Term Life Insurance in the amount of \$15,000.00 and twenty four hour Accidental Death and Dismemberment Insurance in the amount of \$15,000.00 which shall become effective upon the first day of active employment following notification of employment.

D. Full family dental insurance shall be provided to all members of the bargaining unit in the 1974-75 contract year providing that dental insurance is included and in effect in either the first or second year of the United Auto Workers - General Motors production and maintenance package. Coverage will be 50% co-pay of basic dental services, i.e., examinations, radiographs, patient consultations, preventative treatment (primarily prophylaxis and topical flouride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), ondodontic and periodontic services.

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

Should it be determined that dental protection furnished through another source, as outlined in paragraph one, section A of this article, is inferior to the dental insurance coverage furnished by the district, the Board shall provide coverage as described in paragraph one, section D of this article.

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

ARTICLE XIV

Teacher Evaluation and Discipline

- A. The performance of all teachers shall be evaluated in writing utilizing the current forms and procedures established by the Board of Education in Policy #4111. No change in this policy shall occur during the life of this contract except by mutual agreement of the parties.
- 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 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

Article XV - continued

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.
- 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. The Board shall not require that a teacher engage in activities that violate a student's Federal or State constitutional rights.
- 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 repre-

Article XV - continued

sentative 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

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.
6. The "aggrieved person" shall invoke the formal grievance procedure on the forms set forth in Appendix H, which are incorporated into, and made a part of this agreement.

Article XVI - continued

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 as 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 Paragraph 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 Grievance Committee, which shall be broadly representative. In the event that any Association Representative or any member of the Grievance Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
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.

Article XVI - continued

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

Article XVI - continued

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 other arbitrator is mutually agreed upon. If the matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and 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. In the event a matter submitted by either party is determined not arbitrable, the moving party shall bear the cost of the arbitrator's fees and expenses.
- 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 Grievance Committee, a grievance involves a policy matter or affects a group of teachers, the Grievance Committee may initiate and process the grievance at any appropriate level.
2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any part of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the Grievance Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for any information necessary to the determination and 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 thirty (30) days after the alleged incident was known or should have been known to the aggrieved party. In such cases the disposition rendered shall indicate non-compliance with the above time limit.

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

9. Both the Association and the Board of Education recognize that the primary objective of the parties to this contract is to insure, protect, continue and improve the high quality of education in the Grand Blanc School District. This requires good relations and cooperation between the Board, the Administration, and Association, and the Staff to attain efficient and uninterrupted operation of the facilities and functions

Article XVI - continued

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 XVII

Academic Freedom

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

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

ARTICLE XVIII

Maintenance of Membership

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

All teachers who commenced teaching during the 1971-72 school year or thereafter, and all teachers hired during said school year or thereafter, shall, as a condition of continued employment, be required to either pay

Article XVIII - continued

a service fee equivalent to Association dues (combined dues and assessments of GBEA, MEA and NEA) or join as a member of the Association.

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

- B. Payroll deduction of the Association dues and assessments, or the service fee, shall be in accordance with the conditions set forth in Article I, paragraph E.
- C. A period of revocation of enrollment for membership or service fees for the following school year is hereby established as between the dates of January 1 and February 15 of each year.
- D. The refusal or failure of any teacher to comply with the provisions set forth in Section A above is recognized as just and reasonable cause for termination of employment.
- E. The Board, upon receiving a signed statement from the Association certifying that a teacher has failed to comply with the conditions set forth above in Section A, shall immediately notify said teacher that his services shall be discontinued at the end of the current school year.

Article XVIII - continued

- F. The Association or the Board may suggest and the parties may mutually agree to a different termination date than that set forth in Section E above. The Association and the Board may also agree to actions different than those set forth in Sections D and E above. Sections D and E above shall remain in effect until and unless alternative are mutually agreed to in writing.
- G. The Board shall make the above provisions known to all prospective employees before they sign contracts for teaching positions in the Grand Blanc school system.
- H. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of this Article of the collective Agreement.

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

1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of Article XVIII or the damages which may be assessed against the Board by any court or tribunal.
2. The Association has the right to choose the legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
4. The word "Association" as used in Section H of Article XVIII includes the G.B.E.A. and the Michigan Education Association. Article XVIII shall be effective only upon written acknowledgment by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article XVIII. Section H of Article XVIII shall not be retroactive to any school year preceding 1971-72.

ARTICLE XIX

Miscellaneous

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

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

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

- B. For the purpose of administering the Master Agreement, consultation, where stipulated contractually shall call for written notification to the Association of anticipated conditions for which consultation is required.

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

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of September 1, 1973, and shall continue in effect until August 31, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

Edward J. McVey
(President)

Harry Henry
(Vice-President)

Hallie Cockerton
(Secretary)

John Walton
(Treasurer)

Richard J. Kast
(Chairman, Negotiating Team)

Gene Hatchers
(Executive Director, G.B.E.A.)

FOR THE BOARD OF EDUCATION
GRAND BLANC COMMUNITY SCHOOLS

Marvin Peterson
(President)

Jeroy Maxwell
(Secretary)

Edward Bergman
(Treasurer)

Gene Sullivan
(Trustee)

John J. Ely Jr.
(Trustee)

William G. Mason
(Trustee)

C.R. Davis
(Trustee)

APPENDIX A-1

Salary Schedule
School Year 1973-74

Grand Blanc Community Schools

Step	BA	BA + 18	MA	MA + 15	Specialist**
			or BA + 40	or BA + 45*	or BA + 70*
1	\$ 8,900	\$ 9,345	\$ 9,812	\$ 10,303	\$ 10,818
	9,123	9,579	10,057	10,561	11,088
2	9,345	9,812	10,303	10,818	11,359
	9,579	10,057	10,561	11,088	11,643
3	9,812	10,303	10,818	11,359	11,927
	10,057	10,561	11,088	11,643	12,225
4	10,303	10,818	11,359	11,927	12,523
	10,561	11,088	11,643	12,225	12,836
5	10,818	11,359	11,927	12,523	13,149
	11,088	11,643	12,225	12,836	13,478
6	11,359	11,927	12,523	13,149	13,806
	11,643	12,225	12,836	13,478	14,151
7	11,927	12,523	13,149	13,806	14,496
	12,225	12,836	13,478	14,151	14,858
8	12,523	13,149	13,806	14,496	15,221
		13,478	14,151	14,858	15,602
9		13,806	14,496	15,221	15,982
		14,151	14,858	15,602	16,382
10		14,496	15,221	15,982	16,781
			15,602	16,382	17,201
11			16,000	16,781	17,620

The above schedule represents a 5.00 percent accumulative index.

* Must include the MA degree.

** Specialist or equivalent.

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

APPENDIX A-2

Salary Schedule
School Year 1974-75

Grand Blanc Community Schools

Step			MA	MA + 15	Specialist**
	<u>BA</u>	<u>BA + 18</u>	or <u>BA + 40</u>	or <u>BA + 45*</u>	or <u>BA + 70*</u>
1	9,345	9,812	10,303	10,818	11,359
	9,579	10,057	10,560	11,088	11,643
2	9,812	10,303	10,818	11,359	11,927
	10,057	10,560	11,088	11,643	12,225
3	10,303	10,818	11,359	11,927	12,523
	10,560	11,088	11,643	12,225	12,836
4	10,818	11,359	11,927	12,523	13,149
	11,088	11,643	12,225	12,836	13,478
5	11,359	11,927	12,523	13,149	13,806
	11,643	12,225	12,836	13,478	14,151
6	11,927	12,523	13,149	13,806	14,496
	12,225	12,836	13,478	14,151	14,858
7	12,523	13,149	13,806	14,496	15,221
	12,836	13,478	14,151	14,858	15,602
8	13,149	13,806	14,496	15,221	15,982
		14,151	14,858	15,602	16,382
9		14,496	15,221	15,982	16,781
		14,858	15,602	16,382	17,201
10		15,221	15,982	16,781	17,620
			16,382	17,201	18,061
11			16,781	17,620	18,501

The above schedule represents a 5.00 percent accumulative index.

* Must include the MA degree.

** Specialist or equivalent.

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

APPENDIX B

Summer Program Rates

Driver Education - For the summer of 1974 the hourly rate of \$6.50 is hereby established.

For the summer of 1975 the hourly rate shall be \$6.75.

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

Summer School, Curriculum Assignments, etc.	-	\$128.32 per week (four hour day - five day week)
--	---	--

APPENDIX C-1

Grand Blanc Community Schools
 Non-Degree & Substitute Salary Schedule

1973-74

<u>Step</u>	<u>60 hours</u>	<u>90 hours</u>	<u>120 hours</u>
1	\$ 7,452	\$ 7,674	\$ 7,897
2	7,825	8,058	8,292
3	8,216	8,461	8,707
4	8,627	8,884	9,142
5	9,058	9,328	9,599
6	9,511	9,794	10,079
7	9,987	10,284	10,583
8	10,486	10,798	11,112

Substitute Rates

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

The following conditions are effective relative to substitute teachers:

1. 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.
2. 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.
3. When a long term assignment is known prior to the beginning date, the long term rate shall begin with the first day assigned.
4. Substitutes shall not be eligible for fringe benefits.

APPENDIX C-2

Non-Degree & Substitute Salary Schedule

1974-75

<u>Step</u>	<u>60 hours</u>	<u>90 hours</u>	<u>120 hours</u>
1	7,848	8,082	8,317
2	8,240	8,456	8,733
3	8,652	8,910	9,170
4	9,085	9,356	9,629
5	9,539	9,824	10,110
6	10,016	10,315	10,616
7	10,517	10,831	11,147
8	11,043	11,373	11,704

Substitute Rates

<u>Degree</u>	\$27.00 per day
Non-Degree	25.00 per day

The following conditions are effective relative to substitute teachers:

1. 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.
2. 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.
3. When a long term assignment is known prior to the beginning date, the long term rate shall begin with the first day assigned.
4. Substitutes shall not be eligible for fringe benefits.

APPENDIX D

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 Handicapped and Emotionally Handicapped,
Teacher-Counselors for the Physically Handicapped and Speech
Therapists 6%

Visiting Teacher 8%

Diagnostician and Teacher Consultants 10%

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

Department Chairmen 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.

To encourage and promote a higher degree of academic achievement and professional qualifications of the teaching staff, the Board agrees to pay \$150.00 to each teacher who completes a total of six (6) semester hours of graduate credit (between September 1, 1973 and August 31, 1974; or between September 1, 1974 and August 31, 1975) beyond that which is required for permanent certification and submits credentials verifying same.

During the 1973-74 year of operation, the program shall be limited to a maximum not to exceed \$6,000.00. During the 1974-75 school year, the program shall be limited to a maximum not to exceed \$6,000.00. Should obligations exceed this amount, the teacher shall be paid in the succeeding fiscal year prior to additional personnel being added to the program.

APPENDIX E

Index Schedule - Athletics

<u>ACTIVITY</u>		<u>INDEX</u>
Football - Varsity	Head Coach	12%
	Assistant Coach	7%
	Assistant Coach	7%
Football - Reserve	Head Coach	7%
	Assistant Coach	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%

Appendix E - continued

<u>ACTIVITY</u>		<u>INDEX</u>
Girls Basketball - High School	Head Coach	6%
	Assistant	5%
	<u>or</u> Coach - Varsity & Reserve	7%
Girls Softball - High School	Coach	5%
Trainer - High School	Trainer (3 seasons)	8% (full year)
Athletic Business Manager High School	Business Manager	5%
Cheerleader Coach	Coach	5%
	Coach	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.

APPENDIX F

Extra Duty Pay

The following percentages are based on the 1973-74 salary base of \$8,900.00.

<u>ACTIVITY</u>		<u>PERCENTAGE</u>	
I. Classes	Senior # 1	9	
	Senior # 2	9	
	Junior # 1	3	
	Junior # 2	3	
	Sophomore # 1	2½	
	Sophomore # 2	2½	
	Freshman # 1	2	
	Freshman # 2	2	
	II. Plays and Operettas	All School Play # 1	4
		All School Play # 2	4
*Vocal Music		5	
*Operetta		3	
*Band		5	
*Operetta		3	
*Thespian Play		4	
*Thespian Club		2	
Operetta		3	
III. Science		*Future Science	2½
	*Radio	2½	
	*Photography	2½	
IV. Speech	*Debate	5	
	*Forensics	5	
V. Arts & Languages	French	2	
	German	2	
	Latin	2	
	Spanish	2	
VI. Vocational	*Future Homemakers # 1	2½	
	*Future Homemakers # 2	2½	
	Future Teachers (Cadet)	2	
	*Future Farmers	5	

* Denotes splitting of sponsorship optional.

Appendix F - continued

<u>ACTIVITY</u>	<u>PERCENTAGE</u>
VI. Vocational (continued)	
*4-H Club # 1	5
Health Careers (Future Nurses)	2
VII. Services and Miscellaneous	
*Assembly	2½
Honor Society	2½
SLAMM	1
Students for Independent Thought	2
Banner	3½
Echo	5
*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
Chess Club	2
Metals Club	2
U.N. Club	2
Junior High School Music Club	2
Junior High Science Club	2
Junior High Drama Club	2
Elementary Drama Club	2

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.

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 be 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 G

School Calendar
1973 - 74

September 13, 1973	Teacher Orientation and Preparation
September 14, 1973	First Day of School for Students
October 19, 1973	In-Service Day for Staff
November 1, 1973	End of First Elementary Marking Period
November 13-16, 1973	Elementary Parent-Teacher Conferences
November 16, 1973	End of First Secondary Marking Period
November 22-25, 1973	Thanksgiving Recess
December 24, 1973 - January 1, 1974	Christmas Recess (Return Wednesday, January 2)
January 31, 1974	End of Second Secondary Marking Period
February 1, 1974	In-Service and Records Day (1/2 day--teachers)
February 22, 1974	End of Second Elementary Marking Period
March 5-8, 1974	Elementary Parent-Teacher Conferences
April 5, 1974	End Third Secondary Marking Period
April 12-16, 1974	Easter Recess
May 27, 1974	Memorial Day Recess
June 3, 1974	End of Third Elementary Marking Period
June 13, 1974	Last Day of School for Students
June 13, 1974	End of Fourth Secondary Marking Period
June 13, 1974	Commencement
June 14, 1974	Last 1/2 Day for Teachers

SUMMARY

	<u>Student Days</u>	<u>Teacher Days</u>
September	11	12
October	22	23
November	20	20
December	15	15
January	22	22
February	19	19½
March	21	21
April	19	19
May	22	22
June	9	9½
Total	<u>180</u>	Total <u>183</u>

Representatives of the Board and of the G.B.E.A. shall meet on or about April 15, 1974 for the purpose of establishing the 1974-75 school calendar based upon 183 teacher days and the required 180 student attendance days.

APPENDIX H

OFFICIAL GRAND BLANC SCHOOL DISTRICT GRIEVANCE FORM

Name(s) _____ Date Filed _____
 Building _____ Assignment _____
 Group Grievance _____ Association Grievance _____
 Individual Grievance _____ Level II _____

Contract Citations:

Statement of Grievance:

Relief Sought:

Signature of Grievant

Signature indicating receipt of Grievance form _____
Signature

Grievance Building No. _____ Date Signed _____
Grievance District No. _____

Distribution: Submit all copies to Principal, or his secretary if he is unavailable. The secretary or Principal will sign receipt, date, and number the grievance and give pink copy to grievant, send white copy to Association office, yellow copy to the Personnel Office, and retain blue copy.

If an Association Grievance, submit blue and yellow copy to Personnel Office and Association retain white and pink copies.

OFFICIAL GRAND BLANC SCHOOL DISTRICT GRIEVANCE DISPOSITION FORM

To: _____

Your grievance filed _____ and assigned number _____
has been reviewed at Level _____ and a determination has been made as follows:

Date _____ Signature _____

Signature - Indicating receipt by Grievant _____

Date _____

Distribution:	White	-	Association Office
	Pink	-	Grievant
	Yellow	-	Personnel Office
	Blue	-	Principal