Master Contract

Grand Blanc Education Association

July 1, 2025 - June 30, 2027



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MASTER CONTRACT

Grand Blanc Communication Schools Grand Blanc Education Association, Inc.
This Agreement entered into this month of August, 2015 by and between the Board of Education, Grand Blanc Community Schools of Grand Blanc, Michigan, hereinafter called the "Board", and the Grand Blanc Education Association, Inc. hereinafter called the "Association".
WITNESSETH

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings and therefore:
In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
Recognition

A. The Board of Education, Grand Blanc Community Schools, hereby recognizes the Grand Blanc Education Association, Inc., as the sole negotiating agent for all certified personnel, and teachers vocationally certified, but excluding substitutes, non-seniority accruing employees, adult education instructors, members of the supervisory and administrative staff, such as Superintendent, Deputy Superintendent, Director of Curriculum, Director of Employee Relations, Administrative Interns, Principals, Assistant Principals, Coordinators, Director of Special Education and Supportive Services, regarding wages, hours and terms and conditions of employment with the Grand Blanc Community Schools all in accordance with the terms as set forth in P.A. 379 of 1965. The term "teacher" when used hereinafter in this Agreement, shall include certified teachers subject to the Michigan Teachers' Tenure Act and the term "ancillary staff" refers to non-certified professional employees within the bargaining unit who are not subject to the Michigan Teachers' Tenure Act. The term "unit employee" refers to all employees holding a position normally held by a bargaining unit member excluding substitutes.

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 unit employees, who are under contract and who are represented by the bargaining agent, except in the case of emergencies or experimental cases. Consultation with the Association shall occur where emergency or experimentation are unusual in nature or scope.

D. Beginning February 13, 2024, and every 90 days thereafter, designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
    1. First, middle and last name.
    2. Start date of employment in the current bargaining unit.
    3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
    4. Building(s) and room number(s) assigned.
    5. Employee identification number (if applicable).
    6. State Personal Identification Code (PIC) if applicable.
    7. Name of position.
    8. Work email address and personal email address.
    9. Home mailing address.
    10. Home and cell phone number.

The above-listed information shall be provided via email in an attached Excel template format provided by the Association. Any new hires, terminations, layoffs (paid or unpaid) or leaves of absences will be included in the quarterly updates. Requests for updates off schedule will be provided within 5 business days.

E. Extra-duty assignments, as defined in Appendices E and F, shall normally be a corollary to the instructional program and shall be performed by unit employees employed within the Grand Blanc School District.

F. Nothing contained herein shall be construed to deny or restrict to any unit employee rights as they may have under the Michigan General School Laws or applicable civil service laws and regulations.

ARTICLE II
Unit Employee & 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 unit employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any unit employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. The Association shall have the right to use school building facilities at all reasonable hours for meetings, provided established procedure is followed in requesting such use. No unit employee 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, where the distribution is solely to the staff, shall be made available through normal channels to the Association, at no expense to the Board of Education.

C. The Board, through the Superintendent, agrees to make available to the Association, in response to reasonable requests, available information which is compiled in an established report or which is a matter of public record.

D. The unit employee shall comply with policies adopted by the Board of Education, and shall comply with rules and procedures as established by the Administration, providing that such policies, rules and procedures are not contrary to the provisions of the Master Contract.

ARTICLE III
Board Rights and Responsibilities

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

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.

2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.

4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.

5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.

6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.

7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.

8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.

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

10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

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

ARTICLE IV
Professional Compensation

A. The salaries of unit employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

Steps on the salary schedule will be allowed for 2025-26 and 2026-27.

B. Unit employees shall not be required to report more than one (1) day prior to the beginning of first semester classes or to remain more than one (1) day after class sessions or examinations at the end of the second semester, except for professional development as provided in Appendix K, Section I. This, however, is not intended to preclude any arrangement to the contrary if mutually agreeable between unit employees and administrators involved.

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

1. The calendar as established annually shall become Appendix G of this contract.

2. If the calendar, as established, cannot be met, the parties will negotiate any adjustments.

D. Daily Association business shall be conducted in such manner as will not interrupt the educational process, except that if it occurs that a unit employee 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 unit employee 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 unit employee involved shall be furnished where needed by the Association and without cost to the Board. Reasons for any refusal shall be furnished upon request of the Association.

F. The Board may set the pay for new extra duty positions and will review them annually with the Association.

G. Internal Coverage-Compensation time or curriculum rate pay; teachers have one calendar year to use a compensation day after it has been earned for internal coverage. At the expiration of the one calendar year period, teachers will be compensated with curriculum rate pay.

H. Beginning September 26, 2022, the curriculum rate of pay will be $40.00 per hour.

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

1. When the teacher teaches more than one day in the same assignment during his/her normal preparation period assuming the responsibility of the regular teacher (i.e., lesson plans, grading assignments, parent contacts, classroom management, etc.).

2. When the teacher teaches in an area in which they are certified and qualified according to the Master Contract.

3. In any other situation in which the district contracts with a teacher for his/her hourly rate, the arrangements, including sick day usage, shall be worked out by the parties to this agreement prior to commencement of the work by the teacher.

J. Merit Pay

Any Merit Pay will be reviewed with the GBEA as it is developed and prior to announcement and implementations.

K. Furlough Days

Unit employees will not be paid for the following days in the years of this agreement:

Teacher Records Day (in January)
Last Teacher Report Day (in June)

All unit employees will have the option to report on Teacher Records Day and Last Teacher Report Day. Wage reductions for these furlough days will be spread out over all pays each year.

These furlough days shall remain in place unless and until they are bargained out of a successor agreement.

ARTICLE V
Teaching Hours

A. Elementary teachers shall not be assigned more than seven hours and twenty minutes (7 hours and 20 minutes) in a continuous block of time subject to provisions in Paragraph C of this article. Middle School and High School teachers shall not be assigned more than seven hours and fifteen minutes (7 hours and 15 minutes) in a continuous block of time subject to provisions in Paragraph C of this article.

B. It is understood by the Board and the Association that starting and ending times in "A" may be adjusted to accommodate such things as changes in the transportation arrangements for students, provided that such changes shall not increase the teaching day outlined in "A" above.

C. The Association and the Board recognize that professional responsibilities are not normally confined to teaching hours. While the above teaching hours may define the normal teaching day, it is also recognized that there will be professional obligations which must be met without additional professional compensation. The obligations include, but are not limited to: individual parent initiated conferences and consultation with administrators. In case of emergency, unit employees are obligated to assist and supervise children after regular working hours.

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

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

D. All unit employees shall be entitled to a duty free lunch period of at least thirty (30) minutes, and more if practical. Prior to June 1 of each school year, each elementary principal shall meet with the building staff to gather staff input regarding the scheduling and implementation of the lunch room program for the succeeding school year. The discussion may include but not be limited to:

a. Safety, health and behavior considerations for students
b. Teacher lunch hour schedules and duties
c. Utilization of noon hour supervisors

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

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

ARTICLE VI
Teaching Loads and Assignments

A. The normal weekly teaching load at the secondary level will be twenty-five (25) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairpersons, where established by the Board, will have twenty (20) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The normal weekly teaching load in the middle school will be thirty (30) teaching periods and five (5) periods which shall be used for purposes of a professional nature, except that Department Chairpersons, where established by the Board will have twenty-five (25) teaching periods and ten (10) periods which shall be used for purposes of a professional nature. The administration will attempt to limit the number of preparations to three (3) at the secondary. This, however, does not preclude teachers from voluntarily assuming additional preparations. Overages will be calculated at 1/6 (one-sixth) of their assignment.
*For the duration of the 2025-27 GBEA Master Agreement, middle school teachers will teach twenty-seven (27) periods weekly with two (2) periods reserved for advisory periods and five (5) planning periods; this weekly teaching load will sunset with this agreement's conclusion. Continuation of the middle school advisory period beyond 2027 shall require subsequent negotiation between GBCS administration and the GBEA.

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

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

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

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

D. Elementary Splits

1. Enrollment in split-grade classrooms will be limited to the contract class size limitation for the lowest grade making up the combination, except if such class size restrictions should require the transfer of students and/or the hiring of new staff. In no case shall the class size exceed that for the highest grade making up the combination.

2. Each Teacher of a split-grade classroom will be provided an additional $500 for purchase of supplies/materials.

3. Teachers of split-grade classrooms will be provided with a substitute teacher one day per marking period. This assistance will allow the teacher additional time to prepare for such responsibilities as multi-grade classroom materials, projects and lessons, as well as reports to parents.

4. The above provisions apply only to load-bearing K-5 classrooms and do not apply to such classes as art, music, physical education and special education.

5. The teacher of split-grade classrooms should have recent experience teaching in one or both of the grades involved in the split.

6. Teachers of split-grade classrooms should have input into the characteristics of students that will make-up the class. The "receiving" teacher will, if at all possible, have the opportunity to meet with the "sending" teachers and principal when a split-grade classroom is being formed.

7. It is highly desirable that students being considered for placement in split- grade classrooms should be performing at or above grade level and have the ability to work independently.

8. Consideration will be given to the placement of new enrollees in a building such that it will maximize that student's compatibility with existing classes. This may involve not placing the student in a split-grade classroom depending on his or her skills and the class sizes of the other classes in the building.

E. Middle School

Middle school team members shall be allowed one (1) full day or two (2) half days during the school year, to be scheduled by the administration, for team planning. An additional two days of pay will be at summer curriculum rate and will be scheduled for team planning prior to the start of the school year. Attendance at the two summer sessions is voluntary.

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

The principal will act on the Request for Assistance by approving it as submitted or in modified form, by denying it, or by forwarding it to the building Child Study Team and/or Deputy Superintendent for review and action. After review by the building principal, a teacher may submit the Request for Assistance to the building Child Study Team. The building Child Study Team may approve a Request for Assistance as submitted or in modified form, deny it, or forward it to the Deputy Superintendent.

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

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

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

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

Class size overload payments

- Elementary
  - Grades K-2: Students over 25 = $125 per student/semester
  - Grades 3-5: Students over 28 = $125 per student/semester
  - Grades K-2 Specials: Students over 28 = $100 per student/semester
  - Grades 3-5 Specials: Students over 31 = $100 per student/semester
  - Class sizes established on the fourth Friday.
- **Secondary**
  - Grades 6-8: Students over 32 = $100 per student/semester
  - Grades 9-12: Students over 32 = $100 per student/semester
  - Grades 6-12 Specials: Students over 40 = $100 per student/semester
  - Class sizes established on the fourth Friday; for grades 6-12, second semester will also be calculated after the fourth Friday of second semester)

ARTICLE VII
Employment 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 workload caused by overcrowded classrooms will be considered and changes decided upon will be implemented as soon as feasible. This may include, but not be limited to, voluntary lay assistance, combination classes and re-distribution of pupils via attendance areas.

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

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

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

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

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

During the life of this contract, a pilot program may be instituted whereby class size may deviate below the equalized ratio.
Section B of this article will be implemented should State or Federal mandates require: not currently mandated.

B. The Board recognized that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, assessment instruments and similar materials are the tools of the teaching profession. The teachers and Administrators will confer from time to time for the purpose of improving the selection and use of such educational tools, and wherever appropriate to respective disciplines, such materials shall include the contributions of minority groups. The Board agrees to consider, as soon as practical, recommendations made by its representatives and the staff.

C. Unit employees 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 employee.

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

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

E. Payroll Deductions

1. The Board agrees to provide a payroll deduction plan for those bargaining unit members properly enrolled in the Flint Area School Employees Credit Union. It is understood that those wishing to enroll, to make changes (once enrolled), or to drop from participation in said credit union, shall make all such arrangements through the Flint Area School Employees Credit Union, who, in turn, will furnish all necessary information, forms, authorizations, etc., to the Business Office of the Grand Blanc Community Schools.

2. The Board agrees to provide payroll deduction for bargaining unit members for the purpose of participation by the members in tax sheltered annuity plans. The carriers for tax sheltered annuity plans shall be mutually selected by the Board and the Association.

3. It is agreed between the Association and the Employer that automatic deductions may be made from an employee's paycheck for any of the following:
    a. Any monies owed by the employee to the Union
    b. Any monies owed by the employee to the Employer
    c. Any wages owed to the Employer due to overpayment

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

F. Part-Time Employees

1. Employees assigned less time than as set forth in Article V, section A shall be classified as part-time employees.

2. Basis for establishing per diem salary rate for part-time employees shall be their appropriate step in the salary schedule multiplied by the percentage of time assigned daily.

3. There shall be no eligibility for fringe benefits except as specified in Article XIII, Section H. Sick Leave, which shall be pro-rated on the same portion of salary.

4. For services rendered after August 25, 1993, seniority shall accrue accordingly:
    a. Employees assigned 50% or less will accumulate one half year of seniority.
    b. Employees assigned more than 50% will accumulate a full year of seniority based upon their first day of work.

5. Movement on the salary schedule shall occur only at the time other employees are moved and only upon pro-rata accumulation of service which would equal one-half year of full-time equivalent service (movement at one-half steps only).

6. Part time employees wanting a full time position for the next school year shall make such requests in accordance with the following schedule:

    a. For openings which may occur in the second semester of the current school year file requests not later than November 15 of that year.

    b. For openings which may occur after the close of the current school year but prior to the beginning of the ensuing school year - file requests not later than March 15, of the current school year.

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

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

1. The positions shall be posted as indicated in the Master Contract, identifying the qualifications sought. Department Chairpersons at the secondary level will be posted every two years.

2. Interested candidates shall apply in writing to the Personnel Office, listing their qualifications.

3. The Personnel Office shall evaluate candidates in terms of the qualifications listed.

*4. The Personnel Office shall submit a slate of qualified candidates to the department involved and to the building principal.

*5. The principal and the department shall independently consider candidates from the slate presented.

6. The principal and the department shall submit written and documented recommendations independently to the Personnel Office.

7. The Personnel Office shall recommend an applicant to the Superintendent, who in turn will present a recommendation to the Board of Education.
*High School only.

H. Supervising Teachers for Student Teacher Placement

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

1. Volunteer teachers shall have attained tenure status and have completed the additional hours required for certification.

2. A list of qualified volunteer supervising teachers shall be submitted to the Personnel Office and a copy to the building AR. Such a list shall be processed by the building principal, program supervisor, building AR and department chairperson, where such positions exist.

3. When student teaching placement requests are received from university coordinators, the Personnel Office will exercise the discretion of forwarding student placement resumes to a building.

4. The building principal, program supervisor, building AR and department chairperson, when such a position exists, shall determine the number of student teachers to be accommodated and who the supervising teacher shall be and so notify the Personnel Office.

5. The Personnel Office shall arrange for the university coordinator to meet with the building principal and/or the principal's designee and supervising teachers selected for the process of placement.

6. Funds deposited with the GBEA from universities for supervising teachers may be drawn up by voucher from the Personnel Office, with approval of the Association, for items directly related to the student teaching placement program.

I. Medically Fragile

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

ARTICLE VIII
Vacancies, Promotions, Staff Reduction and Recall Procedures

A. Vacancies - The assignment to vacancies, affecting members of the teaching staff is the sole responsibility of the Board of Education and Administration subject to the following:

1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting using the district approved electronic job posting platform. All postings will be shared internally through the district email system.. No vacancies shall be filled permanently except in the case of emergency until such vacancy shall have been posted for at least ten (10) days, except that during vacation periods such notice of vacancy shall be posted using the district approved electronic job posting platform. All postings will be shared internally through the district email system. In the event no applications for a position so posted are received, such position shall be filled without further obligation to requirements under this Section.

    a. A vacancy shall be defined as a current or new position in the bargaining unit which the school is attempting to fill and which is expected to last more than ninety (90) work days.

    b. The aforementioned posting procedure shall be waived under the following conditions:

        (1) When a person has been involuntarily transferred, or is reassigned due to layoffs, cuts or changes in program, or is relocated from one building site to another building site; however, the conditions controlling transfer and reassignment as specified in Article IX shall be applied.

        (2) When there exist people on layoff or leave of absence who desire return to employment and who are certified and qualified for a vacancy. Any unit employee may apply in writing for such vacancy, stating his/her desires, qualifications and experience. In filling such vacancies, the Superintendent of Schools agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

B. Promotions - The promotion of members of the teaching staff is the sole responsibility of the Board of Education and Administration, subject to the following:

1. Vacancies or openings for positions of supervisory, administrative, or executive nature shall be publicized as under Section 1 of paragraph A of this Article.

2. It shall be the policy of the Board of Education and the Administration jointly to consider members of the teaching staff who have properly applied for such vacancies or openings. The Superintendent of Schools and/or Board of Education shall give due consideration to all candidates for such vacancies or openings from within or without the school system.

3. Any teacher who accepts a position as an Administrative Intern shall have his/her position treated as a temporary vacancy for the duration of that school year.

C. Reduction of Personnel

1. Conditions:

a. It is hereby recognized that it is within the discretion of the Board of Education or designee to reduce staff when:

(1) There is a decrease in student enrollment in the district.

(2) There is a decrease in the revenues of the school district.

(3) Available revenues are not sufficient to meet additional costs (but excluding cost increases due to new staff positions and programs, except those required by law).

(4) The Board or designee deems necessary to make program cuts.

(a) In the event of program cuts or elimination, a person whose program is cut or eliminated will be able to move into an available position for which he/she is certified and qualified per section F of this article. The Board is not obligated to create new positions for these people.

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

b. Teachers on leave shall be given layoff notices at the same time other teachers are given layoff notices; layoff notice to teachers on leave shall be given if actively employed teachers are given layoff notices.

c. Prior to layoff, teachers shall be given notice of said layoff. For layoff in the Fall semester, notice shall be given by May 1; and for layoff in the Spring semester, notice shall be given by December 15.

2. Procedure:

a. The Board or designee will state to the Association the reasons for determining that a reduction of staff is deemed necessary.

b. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individual teachers to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with representatives of the Board concerning the layoff list prior to notification of the individual teachers and prior to the notification deadline. If teachers with equal certification, qualification (as defined in section F), and seniority are identified for layoff notification, a joint lottery will be established to determine their layoff order.

c. Reduction of certified personnel who are members of the bargaining unit will be made according to certification and qualification. If teachers with equal certification, qualification (as defined in section F), and seniority are identified for layoff notification, a joint lottery will be established to determine their layoff order in the following order:

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

(2) Tenure teachers.

D. Laid Off Personnel

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

2. The laid off teacher shall receive no insurance benefits at Board expense, except that if a teacher is laid off during the school year, the district's portions of the premiums shall be paid through the month following the date when the layoff becomes effective or if a teacher is laid off at the end of the school year, the premiums shall be paid through the summer.

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

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

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

2. The district shall mail notices to the teachers on the above list by February 15 notifying them of their obligation to request return to employment.

3. To be eligible for recall the teacher shall:

    a. Have maintained a current address with the Personnel Office.

    b. Have notified the Personnel Office by March 15 of intent to return to active employment.

    c. If a teacher does not comply with the above provisions he/she shall be placed at the bottom of the recall list for that year but for that year only. If a teacher does not comply with the above provisions for two years, the teacher shall lose all previously acquired seniority.

4. Teachers shall be recalled in inverse order of layoff for position openings that they are certified and qualified, as follows:

    a. Tenure teachers and tenure teachers on leave of absence according to return rights as specified in Article XI J and K.

    b. Probationary teachers and probationary teachers on leaves of absence according to return rights as specified in Article XI J and K.

5. If a position exists within the district for which the teacher is qualified and certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within five (5) business days of receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or shall request an extension of layoff status as outlined in Section D.1, or it shall be determined that the teacher has terminated his/her employment and loses all previously acquired seniority.

6. No new staff shall be hired until all staff who are laid off or on leave who are certified and qualified to fill a vacancy have been offered an opportunity in writing to return to active employment.

7. A teacher who is laid off and who is paid unemployment compensation benefits during the summer following the layoff and who is recalled to a teaching position prior to the first student day of the next school year will be paid for the next school year according to the following schedule:

    a. If a recall offer had been postmarked on or before August 1, the teacher will be paid an annual salary rate which will be equal to the rate of the salary the teacher would have earned had the teacher not been laid off when 100% of the unemployment compensation received by the teacher is included.

    b. If a recall offer had been postmarked on or before August 15, the teacher will be paid an annual salary rate which will be equal to the rate of the salary the teacher would have earned had the teacher not been laid off when 50% of the unemployment compensation received by the teacher is included.

    c. If a recall offer had been postmarked on or before August 10, and a teacher on the seniority list declines the position, or fails to respond, then any teacher that is subsequently recalled to the same position will be subject to the 50% unemployment compensation offset as specified in b. above.

    d. If a teacher is recalled after August 15, and the position has not been the subject of a previous recall offer, then the teacher shall not be subject to any unemployment compensation offset.

    e. Such deduction shall be prorated over 21 or 26 pays, dependent upon the teacher's selection of pay option.

F. Definitions

1. "Seniority" for the purpose of this article shall be defined as non-terminated years of employment in the district.

    a. Per diem substitutes do not accrue seniority; long-term substitutes will accrue seniority from the initial time of the long-term assignment provided they move without interruption of service into contractual assignment in the district. This provision is not retroactive beyond September, 1976.

    b. Any unit employee who shall be transferred to a supervisory or executive position and shall later return to their former status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

    c. Seniority shall accrue only for leaves as provided by law.

    d. Effective September 1, 1985 and not retroactive, seniority shall accrue for up to sixty-five (65) days for an employee on sick leave.

    e. A seniority list shall be prepared by the Board and presented to the Association and to each building during January of the current school year which shall include all bargaining unit personnel. In the future, changes, corrections, and additions to the current seniority list will be prepared by the Board and posted in each building and a copy will be sent to the Association. The seniority list and the update shall be presented at least thirty (30) days before any Board action to lay off staff. Any unit employee or the Association may challenge the accuracy of the seniority list or the update within thirty (30) days of its publication.

    f. Teachers in compliance with Article VIII.E.3 shall maintain recall rights and seniority for the number of years equal to their seniority in the Grand Blanc Community Schools for up to five years.

    g. Part time employees will accumulate seniority as described in Article VII, Section F.

2. "Certified" shall be defined as a State recognized valid teaching certificate, except for positions such as Student Advisors, Social Workers, School Psychologists and Speech Pathologists.

3. Changes in Certification

a. By March 15, of each school year, teachers who intend to secure additional endorsement(s), certification(s) or additional qualification(s), shall notify the Human Resources Department in writing and include the change sought, the university involved, or training involved, and the expected completion date.

b. By the last teacher workday of that school year, any teacher who has submitted a written intent as set forth in subsection (a) above, shall supply the Human Resources Department with written proof from the teacher certification office of the university or training entity that all work has been completed by such date, and if required, that recommendation by the university will be made to the Michigan Department of Education and Certification Office to be effective by the beginning of the subsequent school year. In the case of certification(s) and endorsement(s), prior to the first teacher workday of the subsequent school year, the teacher must present to the personnel office

4. "Qualified" shall be defined as (language from 2010 proposed) meeting all of the following criteria:

a. Certified – The teacher holds a valid Michigan teaching certificate issued by the Michigan Department of Education (MDE) with appropriate endorsements for the subject area and grade level assigned.

b. Demonstrated Competency – The teacher has proven their ability and skill to effectively deliver instruction that meets students' academic and developmental needs, as evidenced by an overall evaluation rating of effective.

5. "Service" in the school system shall, for purposes of this Agreement, mean continuous active employment, under contract as a certified member of the staff, but shall exclude all periods when a unit employee was on leave of absence unless otherwise provided in this Agreement.

G. 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 unit employees for the duration of the school year provided the following conditions are met:

1. The unit employee contractual salaries shall be pro-rated and paid out in relationship to the contractual attendance days completed, any "orientation and record days", and the seven paid holidays, all of which have occurred within that portion of the school year completed. Paid holidays for purposes of compliance in this section are: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day and Labor Day. Daily pay schedule is computed by dividing base salary by the number of contractual work days.

2. At the time the Board halts the school operation under this clause, the Board shall pay each unit employee those amounts due the unit employee as summer pay held in escrow at that time.

3. Provisions will be made, where possible, that unit employees may continue, at their own expense, insurance coverage at the group rate.

4. Each unit employee affected by this clause shall remain available to return to the district through June 30 of that school year or shall forfeit rights under Paragraph E of this Article except that the teacher shall be entitled to reinstatement as of the beginning of the following school year if such intention is made known in writing.

5. The closing of school shall be the last alternative resorted to after all other reasonable alternatives have been explored and after consultation with the Association.

6. The parties agree to maintain close contact during the administration of this Article and to negotiate between them the resolution of any unforeseen circumstances which may arise.

H. The Board will offer an opportunity for the Association to confer prior to any millage election. The Association will put any suggestions regarding the millage election in writing.

I. Pursuant to the authority set forth in Section 617 of the school code as amended, and under Section 125 of the Internal Revenue Code, the Board agrees to furnish to all unit employees the aforementioned insurance protection and options. All administrative costs relating to the implementation and administration of benefits under the Section 125 plan shall be borne by the employer. The district shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The district and the association will confer on a Section 125 Plan administrator.

ARTICLE IX
Transfers

A. 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 personnel are transferred by administrative action, reasons for the transfer will be presented in writing to the Grand Blanc Education Association, and the unit employee involved, when requested.

B. While the right of determination to assign or transfer a teacher is vested in the Board, the Board or its representatives will not assign or transfer a teacher without a reasonable effort to hold prior discussion with said teacher. Such transfers or changes of assignment shall be on a voluntary basis whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school system and the pupils. The reasons necessitating involuntary assignments or transfers shall be provided in writing upon request by the individual or the Association.

C. In the event that transfers of unit employees appear to be necessary, information concerning vacant positions in other schools shall be made available to those unit employees being transferred.

D. A teacher desiring a change in a full time teacher assignment may make his/her desire known to the Personnel Office in writing, or such other form as may be provided, stating the reasons for a specific position desired. Such a written statement shall be considered as an application at such time the position requested becomes vacant.

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

1. For openings which may occur in the second semester of the current school year - file request not later than November 15 of that year.

2. For openings which may occur after the close of the current school year, but prior to the beginning of the ensuing school year - file request not later than March 15 of the current school year.

E. Part-time to full-time requests - See Article VII, Section F.6.

F. When positions become available, part time teachers will be offered more teaching hours based on their areas of certification, degree attained, relevant previous experience, and grade level of relevant experience. When multiple part time teachers are eligible with equivalent certification and qualifications, previous effectiveness ratings, recorded disciplinary history, seniority, attendance, and level of degree attained will be the factors considered for offerings. A teacher hired into a temporary position shall be given a contract indicating the position is temporary.

ARTICLE X
Sick and Personal Business Leave

A. Sick and personal business leave will be granted to all full-time certified personnel on the basis of 11 days per year. *The year's total days of sick leave to be allocated at the beginning of each school year accumulative to 150 days. The maximum payment of sick days is 130 at terminal leave. Under no circumstances will an employee be allowed to donate their own leave days directly to another employee.

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

1. Personal illness and disability shall include maternity related illnesses and disabilities.(Refer to Appendix J)

2. Quarantine of unit employee in case of contagious disease, such quarantine having been imposed by the health authorities.

3. Illness in the immediate family (up to 5 days) - the immediate family to be defined as parents, sisters, brothers, spouse, and/or children. Additional days, up to one-half the unit employee's sick leave at the beginning of each school year may be taken upon doctor's verification that a member of the unit employee's immediate family is ill and that it is necessary for the unit employee to be in attendance to care for the immediate family member (See Article X, Section F for Family Illness Pool).

Personal Business will be allowable only for the following reasons:

1. Court cases and legal personal business (it is understood that at least the following are included):

    a. Arbitration such as medical, commercial and real estate, but excluding labor arbitration

    b. Mortgage arrangements and real estate closing

    c. Garnishee matters

    d. Divorce Proceedings

e. Adoption proceedings

f. IRS and MDT Income Tax audits

g. Handling matters as executor of a will

h. Small claims court

I. Probating a will

2. Jewish and Eastern Orthodox - major religious days.

3. Physical damage or mechanical failure to the unit employee's legal domicile that necessitates the employee's presence.

4. Other matters at the discretion of the Superintendent, such as but not limited to, educational and graduate business, and weather problems such as snow and ice that prevent reporting to work.

5. No personal business days will be granted immediately preceding or following a holiday or vacation period unless approved by the Superintendent.

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

Very Personal Business Day:

For employees with fewer than fifteen (15) accruals, one of the three personal business days may be used each year without stating a reason and shall be called a very personal business day.

For employees with fifteen (15) or more accruals, three of the three personal business days may be used each year without stating a reason and shall be called a very personal business day.

The very personal business day shall be subject to the restrictions set forth above. Very personal business days may also not be used on consecutive school days or in conjunction with earned incentive time without approval of the Superintendent or designee. In addition, the Board may restrict the number of very personal business days to ten on any day except during May and June the Board may restrict the number to five per day.

Application for personal business days and very personal business days shall be submitted through the online absence management system.

B. Funeral Leave

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

C. Jury Duty

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

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

If the unit employee is released from jury duty before the unit employee's normal work day is completed, the unit employee shall report to work for the remainder of the day. The unit employee shall attempt to reschedule jury duty during vacation periods.

D. Workers' Compensation

Any unit employee whose illness or physical disability is caused by employment or occurs on the job, may be required to apply for Worker's CompensationI Insurance to receive full pay. A deduction of one day shall be made from the unit employee's accumulated sick leave for every day of paid sick leave or combination of sick leave and Worker's Compensation equaling compensation for one sick day. The parties agree that no unit employee is eligible to receive no more than 100% of his/her salary (including department chair pay but excluding extra duty and athletic pay) during the 65 day period leading up to LTD (see Article XII, C).

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

The unit employee may elect one of the following to implement the above:

1. Upon receipt of the Workers' Compensation pay, verify to the District the total amount received and then receive the difference in regular pay from the District when eligible for such benefits.

2. Request full regular pay and agree to return to the District an amount equal to Workers' Compensation pay upon receipt of Workers' Compensation pay. This option allows uninterrupted pay and full retirement credit for unit employees.

E. Sick Bank

There shall be established a Sick Bank with a reserve of sick leave days for restricted use, in cases of emergency or exceptional need. Sick Bank days shall be granted only to the covered unit employee for his or her illness and/or disability and not for the illness and/or disability of anyone else, such as for a spouse or child. Said sick leave "Bank" shall be established by applying a rate of one day per unit employee covered under this contract as employed on the Fourth Friday following the beginning of school each Fall. None of the above days shall be accumulative from year to year. The use of days from the sick leave "Bank" shall be closely regulated and use granted only after approval by a committee composed of representatives, equal in number, appointed by both the Board and the association. The exact composition of such a committee and procedure for administering this "Bank" shall be mutually agreed upon by the Board and the Association.

During an extended personal illness, unit employees can use sick bank days in accordance with the following guidelines (all apply):

1. No sick bank days may be used by a unit employee until their own personal balance of leave days is three days or fewer.

2. No sick bank days may be used by a unit employee for the first 15 days of their extended illness days (subject to the limitations of Master Agreement), or will be deducted pay if they do not have 15 personal illness days of their own. Pay deductions may be spread out over the unit employee's remaining days.

3. A maximum of 65 combined personal illness, deduct and sick bank days can be used by a unit employee for an extended illness. Should the illness last more than 65 days, the unit employee will be subject to long term disability insurance coverage.

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

F. Family Illness Pool

Should a unit employee termed the "recipient" for the sake of this section reach the maximum number of personal illness days used per article X, A, 3, it will be allowable for the recipient to take extended family illness leave using personal illness days from a "pool" of days donated from other unit employees, termed "donors" for the sake of this section, provided that the following criteria are met:

1. With regards to eligibility to become a recipient, doctor's written verification must be provided that the recipient's presence is necessary to care for an immediate family member, or a family member to which the recipient has been granted "Power of Attorney", provided that the attending physician has deemed the family member to be in "serious" or "critical" medical condition, or that the attending physician has determined that death of the family member is imminent within 6 months.

2. With regards to eligibility to become a donor, only unit employees that have accrued 71 or more personal illness days will be eligible to donate. Additionally, the donor may not gift days to the "pool" such that their own personal illness days total drops below 70. Donors will be required to sign documentation stating that they are gifting days to the "pool" to be used for the exclusive purposes of extended family leave, underscoring the fact that these donated days will not be returned to the donor at any time in the future. Days remaining in the "pool" will carry over from year to year. When the "pool" drops to below 25 days, personnel will alert the association. It shall be the sole duty of the Association to secure donors to bring the total days to a minimum of 25.

3. With regards to the duration of the extended family illness leave, the total number of donated days used by a recipient shall not exceed 25 in a given academic year, and need not be successive provided that the appropriate written documentation is provided from the attending physician.

4. In the case that a potential recipient does not meet the criteria specified in this section, a case may be brought to a panel consisting of the Deputy Superintendent of Schools, the GBEA President, and the GBEA Vice President. The potential recipient will be entitled to an Association Representative to be present at the panel meeting. A majority vote of ¾ of the panel will be necessary to override part 1 of this section–to grant days to be used from the "pool". In such a case, the total number of days allowed to be used will be mutually agreed upon by the panel and a decision will be rendered within 2 weeks from the date of presentation. Details of the meeting and subsequent vote by the panel will be held confidential, and the panel's decision will be considered final without opportunity to appeal.

G. The Board shall have the right to take appropriate disciplinary measures in those instances in which a unit 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 unit employee's areas of certification.

2. Study to meet eligibility requirements for a certificate other than that held by the unit employee.

3. Study, research or special work assignments involving probable advantage in the school system.

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

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

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

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

1. For openings which may occur in the second semester of the current school year - file request no later than November 15 of that year.

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

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

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

Exceptions to the above may be granted by the Deputy Superintendent, if unique factors prevail.

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

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

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

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

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

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

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

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

G. Military leaves of absence shall be granted to any unit employee 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. Unit employees on military leave shall be given the benefit, up to four years of military service, of any increments which would have been credited to them had they remained in active service to the school system.

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

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

J. Return to active employment:

1. People on the following types of leaves shall have the right to a position upon the expiration of their leave and upon notification (by March 15 for a,b,c) of intent to return to employment.

    a. Military leave

    b. Sabbatical leave

    c. Educational leave

    d. Short term unpaid child care leave

    e. Sick leave, including short term paid child care leave

        (1) A person on sick leave for more than 90 days shall give two weeks notification of intent to return.

        (2) The position of a person on sick leave shall be guaranteed for a period of one year. After one year that person will be placed in group #2 below.

2. People in the following group as a whole shall have a right to a position, based on certification, and qualification, when a vacancy exists and upon proper notification, by March 15, to the district.

    a. Laid-off person

    b. Unpaid long term child care leave

    c. Service leaves, etc. (Sect. C)

    d. Association Leaves

    e. Political Leaves

    f. Miscellaneous Leaves

3. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee's right to return to work for the first semester of the coming school year.

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

ARTICLE XII
Terminal Leave

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

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

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 above terminal leave sum exceed $1,500 maximum to any individual.

B. After ten (10) years of service with the school district, an employee, upon retirement and acceptance into the Michigan School Employees Retirement System, or resignation with ten (10) years of service with the school district, shall be compensated at the rate of $50.00 per day of unused accumulated personal sick leave to a maximum of one hundred thirty (130) days.

ARTICLE XIII
Insurance Protection – Click here to view the Employee Benefit Guide – Certified Staff

A. It is the agreed intent to provide with shared cost, hospitalization and medical protection to those where such coverage is not provided through another source (i.e., protection provided by the employer of the spouse, etc.). Additionally as of January 2019, the district agrees to pay 80% of each unit employee's medical insurance plan premium, not to exceed $550 for a single subscriber, $1250 for a 2-person subscriber, and $1375 for a full family subscriber for a full family subscriber for any fully insured health care insurance plan (i.e. MESSA, BCBS, HAP, etc.)

These internal caps will not apply to any self-funded health care insurance plan that the district administers.

Administration will maintain a Benefits Counsel Committee to review the utilization of any self-funded plan annually and make recommendations on coverage and future rates based on this data.

B. In keeping with the above stated intent, the following will be offered by the Board, beginning January 1, 2019: Self-insured health insurance coverage substantially similar MESSA ABC Plan 1, self-insured by the Board.

C. Recognizing that this contract does not allow unit employees to have double coverage on Health Insurance, the School District shall provide full time unit employees not taking Health Insurance $4000 in-lieu of. The total yearly payment shall be made in December.

D. The Board shall provide without cost to the unit employee Long-Term Disability Insurance assuring payment to the unit employee in the event of long-term disability a monthly income benefit equal to 66 2/3 percent of basic monthly earnings to age sixty-five (65) ($90,000 carrier limit per year). There shall be no offset for future increases in Social Security benefits. The long-term Disability benefit period will start after sixty-five (65) consecutive work days of total disability in accordance with the terms of said policy. The employer shall provide single subscriber (employee only) hospitalization and medical care protection for the first nine (9) months an employee is on long-term disability provided the disability is not compensable by Workers' Compensation.

E. The Board shall provide, without cost to the unit employee, Term Life Insurance/ Accidental Death and Dismemberment Insurance in the amount of $100,000 which shall become effective upon the first day of active employment following notification of employment.

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

F. Full family dental insurance shall be provided to all members of the bargaining unit. Coverage will be seventy-five (75) percent co-pay of basic dental services, i.e., examinations, radiographs, patient consultations, preventative treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic, periodontic and orthodontic services. The annual limitation on Class I, Class II, and Class III benefits shall be $1,600.00 per family member.

Any person covered by dental insurance provided by other employers shall be eligible for paid dental protection under this Agreement.

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

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

G. Vision Benefits

1. The district will provide vision coverage substantially equivalent to MESSA VSP Silver II.

2. Increase in eyeglass frame allowance to $200 upon eligibility in the next insurance cycle provided it is agreed upon through the Benefits Council.

H. Regular part-time unit employees who have entered the bargaining unit shall be eligible for pro-rata contribution to insurance premiums by the Board of Education. The Board shall only be obligated to contribute to an insurance premium a percentage equal to the status of the unit employee (i.e., 1/4 for 1/4 time employees, ½ for ½ time employees, 3/4 for 3/4 time employees.) (For example, if the cost of single subscriber health insurance is $100 per month, the half-time employee will pay $50, and the Board will pay $50.) If the employee does not pay his/her portion of the insurance, the school district is released from any obligation to make a like contribution.

Part time unit employees shall be eligible for pro-rated contribution for insurance benefits listed in Article XIII, A, D, and F (including plans 1 and 2) provided the insurance carrier allows. The unit employee must make an election during the normal open enrollment period (October 1-31). The election will remain constant for the year.

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

A. The performance of all teachers shall be evaluated in writing utilizing a negotiated evaluation system that meets MDE requirements. A unit employee's effectiveness rating shall be based 80% on the system's objective observation criteria, and 20% on student growth data. Specific performance and student growth goals will be developed in collaboration with the unit employee, professional learning community, and one area of focus will be informed by the school improvement team. These goals will be submitted to the evaluator for approval no later than September 30th. The current negotiated Performance Evaluation tool is attached and included in this Agreement in Appendix M.

B. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

1. The teacher shall be notified no later than September 15th of each year who the administrator will be that conducts their observations and year-end evaluation. For unit employees hired after September 15, this notification shall occur within a month of their first day of work.

2. The classroom observations used in the year-end evaluation will include a review of the teacher's lesson plan for the day of the observation and the learning target being used in the lesson. Unless required by an IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

3. At least one classroom observation will be 30 minutes or more.

4. Teachers will be given at least two school days notice of the start date of their classroom instructional observation window. On mutual agreement of the teacher and evaluator, this timeline can be changed.

5. Feedback from an observation will be provided no later than ten (10) calendar days after the observation occurred. Should major deficiencies be noted, an in-person post-observation meeting will be held within ten (10) calendar days of the observation in which the deficiencies will be noted in writing to the unit employee along with suggestions for improvement and success criteria for the next observation.

6. There shall be at least 2 classroom observations of a tenured teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.

7. In the event that major deficiencies were identified by the evaluator, the unit employee may request additional observations to demonstrate improvement.

C. Determination of Effectiveness:

1. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than June 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

2. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

3. If a tenured teacher has been rated at least "effective" for three (3) consecutive year end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

4. If a teacher receives 2 consecutive ratings of less than effective, the teacher may use the grievance procedure of this collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. Any non-compliance to the overall evaluation process by administration shall be subject to the grievance process.

5. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

6. Teachers shall have the right, on request, to review the contents of their own personnel file. 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 their designee.

D. Teachers on an Individualized Development Plans (IDP): shall be provided the following:

a. A mentor teacher that is chosen by the administrator and relevant department chairperson.
b. specific performance goals and success criteria that will be used to assist in improving effectiveness for the next school year developed with consultation with the teacher, their mentor teacher, and if desired an Association representative.

c. training may be provided by the district to assist the teacher in meeting the goals of the IDP.

d. Tenured teachers on an IDP will be observed no less than two times each semester and receive a progress report near the end of each semester, which will include a mid-year and end of year evaluation.

E. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating. A written response with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

F. Training on evaluation system, tools, and reporting forms:

a. As part of the new teacher training process, administration shall mandatorily train all new unit employees on the evaluation system during contractually scheduled new teacher meetings. The new employees will be trained on the reporting forms, timelines, and expectations for documentation that the observed employee must provide as part of the evaluation process (e.g. lesson plans, etc..).
b. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE. Documentation of this training and the proficiency of evaluators will be furnished to the association on request. This documentation will minimally include the following:

i. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix M.

ii. Clear expectations for what evaluators should look for when assessing teacher performance including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

iii. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

iv. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

G. Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement and the following principles and procedures:

a. A teacher may only be discharged, demoted or otherwise disciplined for a reason that is set forth in MCL 38.101 (1) , currently not arbitrary or capricious. If the statute is amended the standard will be incorporated herein as allowed by law. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

b. Except as otherwise provided within MCL 38.10la of the Teachers' Tenure Act, the discharge, demotion or discipline of any Staff Member may be made only for a reason that is not arbitrary or capricious.

c. Written notice will be given by the administration to the Staff Member of any incident or charge that may form the basis for the investigation and any potential disciplinary action. If requested by the staff member, the notice will be furnished prior to an investigatory meeting to allow time for the employee to conference with association representation.

d. If there is an allegation of child abuse or neglect, the matter shall be reported to Child Protective Services.

e. The Staff Member shall be provided with written notice of the time, date, and location of the meeting to provide the Staff Member with an opportunity to respond.

f. A Staff Member represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting that the Staff Member reasonably believes could result in disciplinary action.

g. The Superintendent (or designee) is authorized to place a Staff Member on paid administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.

h. If it is determined that the Staff Member has engaged in an offense, infraction, misconduct,or other behavior warranting discipline, the following progression for unrelated incidents shall normally be followed:

   i. Oral warning, then

   ii. Written warning, then

   iii. Written reprimand, then

   iv. Paid or unpaid suspension

   v. Discharge.

   No suspension shall adversely affect any other rights or benefits under this agreement. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline for reasons that are not arbitrary and capricious.

H. Personnel File and Complaints: All discipline or complaints that are four (4) years or older shall be expunged from the personnel file except as limited by any existing laws. If the unit employee believes materials placed in the file are inappropriate or in error, they may use all levels of the grievance procedure to seek to have the materials expunged.

No complaint or disciplinary records will be placed in a bargaining unit employee's personnel file unless the unit employee has had an opportunity to review the material. Official complaints against the unit employee shall be put in writing with names of the complainants (as allowable by statute), administrative action taken, and remedy clearly stated. The unit employee may submit a written reply to any material, which shall be attached to the file copy of the material. When material is to be placed in a unit employee's file, the affected employee shall review and sign said material. Such signature shall indicate only awareness of, not agreement to the material.

I. Assaults & Property Loss/Damage: Any case of assault upon a bargaining unit employee shall be promptly reported to the employer. The employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury.

J. Committee Membership: The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on district approved committees or in a district approved capacity, provided that the employee was not negligent in their duties. At district expense, the unit employee shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees or in such capacities.

K. All bargaining unit employees shall be treated fairly and equitably.

ARTICLE XV
Protection of Employees

A. Since the unit employee's authority and effectiveness in the classroom is related to the unit employee's ability to render sound judgments and prescribe reasonable solutions to problems, the Board and the Association recognize their respective responsibilities in lending all reasonable support and assistance to unit employees with respect to maintaining control and discipline in the classroom. A unit employee's judgment shall prevail in matters of disciplining students within his/her area of responsibility except in those cases where the judgment rendered is not defensible in the opinion of the administrator involved. Such administrator shall then have the right to modify or overrule the unit employee's judgment. Where practical, the administrator shall confer with the unit employee 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 unit employee or the unit employee's property shall be promptly reported to the proper law enforcement agencies and then reported in writing to the Superintendent of Schools. The Board shall render all reasonable assistance to the unit employee in connection with handling of the incident by law enforcement and judicial authorities.

C. If any unit employee is complained against or sued by reason of action taken by the unit employee while discharging his/her duties, except in the case of corporal punishment, the Board will provide protection as defined in existing, or like, liability policy which shall remain in existence for the duration of this contract.

D. A close and agreeable association between administrators, unit employees, students and parents can contribute to the effectiveness of the teaching situation. When an instance of complaint against a unit employee by a parent or student occurs, administrators will reserve any judgment against a unit employee until the problem has been discussed with the unit employee involved unless impractical.

E. Before acting against a unit employee as a result of a specific complaint, the administrator will have the complaint reduced to writing, if requested by the unit employee involved, and will reserve action until such unit employee 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 unit employee, who while on duty, suffers loss, damage or destruction of personal effects in his/her immediate possession, excluding instructional materials, due to acts against the unit employee resulting from discharge of duties and provided such loss shall not be the result of negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, etc.

ARTICLE XVI
Grievance Procedure

A. Definitions

1. A grievance is a claim instituted on the belief that there has been a violation, misinterpretation, or misapplication of any provision of the Master Contract.

2. The "aggrieved person" is the person or persons making the claim. If, in the judgment of the Association Representative or the Grievance Committee, a grievance involves a policy matter or affects a group of unit employees, the Grievance Committee may initiate and process the grievance at any appropriate level up to and including Level III.

3. The term "unit employee" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

5. The term "days" shall mean calendar days.

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

B. Purpose

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

C. Structure

1. There shall be at least one or more Association Representatives for each school building and Supportive Services department to be selected in a manner determined by the Association.

2. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building, unless otherwise determined by the Superintendent of Schools.

3. The Board of Education hereby designates the Superintendent of Schools, or someone designated by the Superintendent, as its representative when the grievance arises in more than one school building.

D. Procedure

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

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

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

1. Level One - A unit employee with a grievance shall submit it, in writing, to the unit employee's immediate supervisor or principal and a discussion will be held as soon as practical, individually, together with the Association Representative or through the Association Representative. A decision shall be rendered, in writing within five (5) days after the discussion has been held.

2. Level Two -

    a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after discussion of grievance has been held, the unit employee may file an appeal with the supervisor rendering such decision and with the Association Grievance Committee.

b. Within five (5) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is a basis for appeal. If the Committee decides that no grievance exists and so notifies the claimant, the unit employee may continue to process his/her claim without Association support. If the Committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools and a meeting date will be established within the time limitations set forth in Paragraph G, section 7 of this Article.

3. Level Three - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from the date of the meeting by the Superintendent, the unit employee may refer the grievance through the Grievance Committee, to the Board of Education Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Grievance Committee. A decision shall be rendered within ten (10) days.

   If the Association Committee decides that no grievance exists, and so notifies the aggrieved, the unit employee may continue to process at Level III his/her claim without Association support.

4. Level Four - In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance, if a matter covered by this contract, may immediately be transmitted by the aggrieved party to the American Arbitration Association unless other arbitrator is mutually agreed upon.

   If the matter is not covered by this contract, it shall be referred to an arbitrator, if mutually so agreed within fourteen (14) days from appeal from Level Three, and if not so mutually agreed then the dispute may be referred by the aggrieved party to the State Mediation Board for mediation. The decision of the arbitrator shall be final and binding upon the parties to the arbitration. The arbitrator's fees and expenses shall be shared equally by the Association and the Board of Education. Any other expenses, i.e., witnesses, etc., shall be borne by the party incurring such expenses. In the event a matter submitted by either party is determined not arbitrable, the moving party shall bear the cost of the arbitrator's fees and expenses. The Association and the Board shall have the exclusive right to process disputes through arbitration.

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

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

E. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

F. 1. The unit employee may request Association representation.

2. With the proper notification to the Association, nothing herein contained shall be construed to prevent any individual member from presenting a grievance through Level III and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement. Any such adjustment or resolution to a grievance by an individual without the consent of the Association shall not constitute binding past practice.

G. **Miscellaneous**

1. A grievance may be withdrawn at any level without prejudice or record. If, in the judgment of the Association Representative or the Grievance Committee, a grievance involves a policy matter or affects a group of unit employees, the Grievance Committee may initiate and process the grievance at any appropriate level.

2. Grievances submitted and decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed by the Superintendent and the Grievance Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places, and records for any information necessary to the determination and the processing of a grievance, except when such information is of a confidential nature.

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. 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.

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

   This grievance procedure is established to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system, be initiated, participated in or condoned by either party in connection with such disputes until the grievance procedure has been exhausted.

9. Upon mutual agreement of the parties, Level III may be omitted

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H. Severability

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

I. Dual and Alternative Remedies

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

1. Not to process grievances to arbitration that seek to solely enforce a statutory (statute and regulations thereof) or constitutional right. This does not preclude the Association from processing a grievance to arbitration wherein statutes, regulations, court decisions, and constitutional provisions may be only one part of a grievance or may be evidence in support of the grievance. However, the Association recognizes that it is not proper to ask the arbitrator to rule on a grievance solely on the basis of a relevant statute, regulation, court decision, or constitutional provision and the Board recognizes that statutes, regulations, court decisions and constitutional provisions may have a bearing on certain contract provisions.

2. Not to concurrently process any specific teacher's dismissal to both the Tenure Commission and arbitration wherein the exact same issues(s) are involved in both forums; and not to subsequently process a teacher's dismissal to arbitration or the Tenure Commission that was earlier decided by arbitration or the Tenure Commission wherein the exact same issue(s) were involved.

3. Not to concurrently process any specific complaint to both the MERC and arbitration wherein the exact same issue(s) are involved in both forums; and not to subsequently process any complaint to arbitration or the MERC that was earlier decided by arbitration or the MERC wherein the exact same issue(s) were involved.

4. Not to concurrently process any specific complaint to both the EEOC/FEPC and arbitration wherein the exact same issue(s) are involved in both forums; and not to subsequently process any complaint to arbitration or the EEOC/FEPC that was earlier decided by arbitration or the EEOC/FEPC wherein the exact same issue(s) were involved.

5. Relative to Section I, the provisions are intended to preclude the processing of strictly Tenure, PA 379, or EEOC/FEPC claims to arbitration and to prevent the litigation of the exact same issue in more than one forum.

6. Not to process a dispute in more than one legal forum wherein the language in the contract is essentially the same as in a statute and wherein the exact same issue(s) are involved.

7. Tenure teachers may have the benefit of all levels of the grievance procedure including binding arbitration; provided that if a tenure teacher shall demand a hearing under the Michigan Tenure Teachers Act, the grievance shall be deemed dismissed forthwith.

ARTICLE XVII
Academic Freedom

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

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

ARTICLE XVIII
Miscellaneous

A. As curriculum studies are approved in accordance with the Board of Education policies #2210 and #2220, the Superintendent or his designee agrees to provide the Grand Blanc Education Association a report of those studies approved.

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

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

B. There shall be an Advisory Curriculum Council. Functions shall include:

1. To coordinate development, implementation, research and evaluation of instructional programs, while allowing for individual teacher creativity and flexibility.

2. To establish long-range and ad hoc committees, to function at the direction of the council.

3. To develop workshop training programs.

4. To maintain communications with the staff.

Membership:

1. Teachers will be selected by the EA President in accordance to the following: Elementary - 1 from each building. Middle School - 4. High School - 4. At large - 4 (including a K-8 subject area chairperson and high school department head in the same academic area).

2. The Deputy Superintendent or designee will be the chairperson of the committee and the GBEA Curriculum chairperson will be vice-chairperson.

3. Five administrators to be appointed by the Superintendent.

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

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

D. Reimbursement Rate - GBEA President

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

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

F. Whenever the parties reach agreement on matters which require dissemination to their constituencies, they will discuss and make specific plans for implementing the agreement. This will include, but not be limited to, discussing what needs to be disseminated, how it will be disseminated, and joint review of communication to constituencies when appropriate. Examples when dissemination plans would be helpful are: agreement on the calendar for the coming school year, grievance settlements, Memorandums of Understanding, pilot programs, and Article XIX, C contract deviations.

ARTICLE XIX
Strategic Plan and School Improvement

A. The parties recognize they share a mutual interest in the strategic planning process and plan. They also recognize that the strategic planning process and plan may necessitate modification of certain sections of the contract.

B. Both the Association and the Board of Education recognize that the primary objective of the parties to the contract is to ensure, protect, continue, and improve the high quality of education in the Grand Blanc Community School District.

C. To better utilize the expertise and experience of teachers in planning improvements in the educational program, the parties agree that from time to time groups of teachers and groups of teachers and administrators may propose school improvement plans.

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

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

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

ARTICLE XX
Professional Development

A. In compliance with School Code Guidelines, GBEA and Board of Education representatives have agreed to the following:

1. All Grand Blanc unit employees will participate in a minimum of five days/thirty (30) hours of Professional Development. The time period for staff participation is from the end of the last work day for unit employees in the current contract year to the end of the last work day for unit employees in the next contract year. Hours of participation can be accumulated from sources approved by the State Board of Education, including but not limited to the following:

    a. Designated Professional Development days in the Master Contract Calendar

    b. Hours designated for School Improvement

    c. Hours of participation in approved professional development activities, both within and outside the district.

    d. Hours of participation in curriculum development.

2. Rate of compensation determined by teacher for approved Professional Development outside the unit employees regular workday:

    a. Curriculum Rate of $40.00 per hour

    b. Or can use 5 Hours of PD for an incentive day.

B. New staff (those in their first three years of employment in Grand Blanc): New staff members must complete required Professional Development as outlined in action plan 8.5 of the district's strategic plan. Summer Professional Development activities will be scheduled in June in weeks immediately following the end of the regular school year and/or in August in weeks preceding the opening of the regular school year.

This requirement is a three (consecutive) year requirement commencing on the employee's date of entry into the district and is subject to the policies specified in Appendix K.1 Section I. Deviation from this condition of employment by certified staff requires prior written approval from the district's Superintendent or designee.

C. Unit employees are required to be in attendance on full and negotiated half days of professional development. Unit employees otherwise not in attendance on a negotiated professional development day will be docked for the day. Personal business, very personal business, or incentive days may not be used on these days without approval by the superintendent or designee. In the event that an employee is absent due to personal or family illness a correspondence from an attending physician explaining that the employee was unfit to attend work may be provided for the unit employee to be compensated for such days missed. Employees on approved paid long term leave are not subject to deduct.

ARTICLE XXI
Duration of Agreement

This Agreement shall be effective as of **July 1, 2025** and shall continue in effect until **June 30, 2027**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

At the expiration of this contract, all concessions noted in this agreement will be carried forward until a subsequent agreement between the parties is reached.

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

REPRESENTATIVE

FOR THE BOARD OF EDUCATION GRAND BLANC COMMUNITY SCHOOLS

REPRESENTATIVE

APPENDIX A
Salary Schedule

2025-26 Salary Schedule CORRECTED					
Step	**BA**	**BA+18**	**BA+40/MA**	**BA+45/MA+15***	**BA+70/SPEC****
3	**$44,368**	**$46,632**	**$49,010**	**$51,510**	**$54,137**
3.5	$45,524	$47,844	$50,285	$52,849	$55,545
4	**$46,632**	**$49,010**	**$51,510**	**$54,137**	**$56,897**
4.5	$47,844	$50,285	$52,849	$55,545	$58,376
5	**$49,010**	**$51,510**	**$54,137**	**$56,897**	**$59,801**
5.5	$50,285	$52,849	$55,545	$58,376	$61,354
6	**$51,510**	**$54,137**	**$56,897**	**$59,801**	**$62,849**
6.5	$52,849	$55,545	$58,376	$61,354	$64,483
7	**$54,137**	**$56,897**	**$59,801**	**$62,849**	**$66,054**
7.5	$55,545	$58,376	$61,354	$64,483	$67,771
8	**$56,897**	**$59,801**	**$62,849**	**$66,054**	**$69,424**
8.5	$58,376	$61,354	$64,483	$67,771	$71,229
9	**$59,801**	**$62,849**	**$66,054**	**$69,424**	**$72,965**
9.5	$61,355	$64,483	$67,771	$71,229	$74,861
10	**$62,850**	**$66,054**	**$69,424**	**$72,965**	**$76,685**
10.5	$64,484	$67,771	$71,229	$74,861	$78,680
11	**$66,058**	**$69,424**	**$72,965**	**$76,685**	**$80,596**
11.5		$71,229	$74,861	$78,680	$82,692
12		**$72,963**	**$76,685**	**$80,596**	**$84,707**
12.5		$74,861	$78,679	$82,692	$86,910
13		**$76,687**	**$80,598**	**$84,709**	**$89,030**
13.5			$82,694	$86,912	$91,344
14			**$84,712**	**$89,033**	**$93,573**
*Must include MA degree **Ed. Specialist or equivalent **Members will move on the scale by two steps if not topped out already.**					
Longevity Pay: **10 years-** 1% **15 Years-** 1.5 % **20 Years-** 2.4% **25 Years-** 4.8%					

APPENDIX A - Continued

2026-2027 Salary Schedule CORRECTED					
Step	**BA**	**BA+18**	**BA+40/MA**	**BA+45/MA+15***	**BA+70/SPEC****
3	**$45,255**	**$47,565**	**$49,990**	**$52,540**	**$55,220**
3.5	$46,434	$48,801	$51,291	$53,906	$56,656
4	**$47,565**	**$49,990**	**$52,540**	**$55,220**	**$58,035**
4.5	$48,801	$51,291	$53,906	$56,656	$59,544
5	**$49,990**	**$52,540**	**$55,220**	**$58,035**	**$60,997**
5.5	$51,291	$53,906	$56,656	$59,544	$62,581
6	**$52,540**	**$55,220**	**$58,035**	**$60,997**	**$64,106**
6.5	$53,906	$56,656	$59,544	$62,581	$65,773
7	**$55,220**	**$58,035**	**$60,997**	**$64,106**	**$67,375**
7.5	$56,656	$59,544	$62,581	$65,773	$69,126
8	**$58,035**	**$60,997**	**$64,106**	**$67,375**	**$70,812**
8.5	$59,544	$62,581	$65,773	$69,126	$72,654
9	**$60,997**	**$64,106**	**$67,375**	**$70,812**	**$74,424**
9.5	$62,582	$65,773	$69,126	$72,654	$76,358
10	**$64,107**	**$67,375**	**$70,812**	**$74,424**	**$78,219**
10.5	$65,774	$69,126	$72,654	$76,358	$80,254
11	**$67,379**	**$70,812**	**$74,424**	**$78,219**	**$82,208**
11.5		$72,654	$76,358	$80,254	$84,346
12		**$74,422**	**$78,219**	**$82,208**	**$86,401**
12.5		$76,358	$80,253	$84,346	$88,648
13		**$78,221**	**$82,210**	**$86,403**	**$90,811**
13.5			$84,348	$88,650	$93,171
14			**$86,406**	**$90,814**	**$95,444**
*Must include MA degree **Ed. Specialist or equivalent **Members will move on the scale by one step if not topped out already.**					
Longevity Pay: **10 years-** 1% **15 Years-** 1.5 % **20 Years-** 2.4% **25 Years-** 4.8%					

APPENDIX A - Continued
Salary Schedule Advancement

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

1. Courses are at the graduate level

2. Graduate courses in education or graduate courses specifically related to the employee's teaching assignment

3. Graduate courses completed following employment in the Grand Blanc School District.

4. In extremely limited circumstances and only with the approval of the Superintendent or designee, obtained prior to enrolling in the course, deviations may be granted at the sole discretion of the district. To assure compliance with criteria for salary advancement, unit employees contemplating graduate course work should contact the Personnel Office and seek prior approval.

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

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

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

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

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

APPENDIX A - Continued

LONGEVITY ELIGIBILITY AND SCHEDULE

*** Longevity pay shall only be for years of service in the Grand Blanc Community Schools. Grand Blanc seniority shall be the basis for determining years of services. A unit employee must have 10, 15, 20, or 25 seniority years of service by December 1st of a year to be eligible for the longevity pay. The longevity pay shall be in a separate check for the pay just before Christmas of each year.

As defined above, the longevity pay shall begin at the beginning of 10, 15, 20 and 25 years of service. The payment shall be a percentage of the step and educational status of the eligible employee as follows:

- 10 year payment shall be 1% of the base salary.
- 15 year payment shall be 1.5% of the base salary.
- 20 year payment shall be 2.4% of the base salary.
- 25-year payment shall be 4.8% of the base salary.

APPENDIX B
Program Rates

Driver Education/Summer School – The hourly rate is the established curriculum rate.

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

Summer School, Curriculum Assignments, etc. (Four hour day/five day week)

APPENDIX C
Provisions for Special Classifications

Diagnostic Team

Summer Pay: If diagnostic team members are employed beyond the normal established school year, they shall be reimbursed on a **diem basis** in June at current contract rate. The new pay rate will begin on July 1.

School Counselors

Summer Pay: If School Counselors are employed beyond the normal established school year, they shall be reimbursed on a diem basis **as follows:**

- June hours will be paid at the contract rate of June's fiscal year
- Hours accrued beginning July 1 will be paid at the contract rate of July's fiscal year
- Middle school: counselors will be afforded twelve (12) days of summer pay, and up to four (4) of those days may be used as Incentive days. Eight (8) days may be paid at the next school year's negotiated rate.
- High school: counselors will be afforded fifteen (15) days of summer pay, and up to five (5) of those days may be used as Incentive days. Ten (10) days may be paid at the next school year's negotiated rate.

Internal Coverage: Counselors with a teaching certificate or substitute teaching certificate are eligible for internal coverage compensation at the GBEA negotiated rate when they are called upon due to substitute coverage emergencies and can earn internal coverage compensation for no more than 5 hours weekly.

Ancillary Staff (Licensed School Psychologist, Social Workers, Speech Pathologist, and Counselors) that require special licensing will receive a $500 Credentialing Reimbursement Stipend paid annually on pay 23 during the month of May.

Department Chairpersons 5.0%

Teacher-Coordinators of Distributive Education:

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

APPENDIX D
Pay Schedule - Athletics

5 % Increase in 2025-26/ 2% Increase in 2026-27
Sports Need to be updated to reflect current teams approved by the Board of Educations, including E-Sports

ATHLETIC PAY SCHEDULE – HIGH SCHOOL

HIGH SCHOOL COACHES	
Baseball	
Boys' Varsity	$4,333
Boys' JV	$2,830
Boys' Freshman	$2,515
Basketball	
Boys' Varsity	$5,415
Boys' JV	$3,406
Boys' Freshman-A Team	$2,911
Boys' Freshman-B Team	$2,911
Girls' Varsity	$5,415
Girls' JV	$3,406
Girls Freshmen	$2,911
Bowling	$3,346
Cross Country	
Boys' Varsity	$3,521
Varsity Assistant	$3,429
Girls' Varsity	$3,521

APPENDIX D - Continued

ATHLETIC PAY SCHEDULE – HIGH SCHOOL

(Numbers reflect the 20% cut from the last contract)

Cheerleading	
Head Cheerleading – FALL	$2,346
Head Cheerleading – WINTER	$2,346
JV Cheerleading – FALL	$1,658
JV Cheerleading – WINTER	$1,658
Freshman-A Cheerleading – FALL	$1,456
Freshman-A Cheerleading – WINTER	$1,456
Freshman-B Cheerleading (Basketball)	$1,455
Competitive Cheer	$1,702
Equipment Manager	$4,152
Faculty Manager	$3,972
Football	
Boys' Varsity Head	$5,415
Varsity Assistant (4)	$3,384
JV Head	$3,384
JV Assistant	$2,938
Freshman (Head)	$3,248
Freshman (Assistant)	$2,708
Golf	
Boys' Varsity	$3,341
Boys' JV	$1,951
Girls' Varsity	$3,342
Girls JV	$1,951
Recruiting Coordinator	$715
Hockey	
Boys Varsity	$4,513
Ski	
Co-Ed Varsity	$3,792
Assistant (50%)	$1,898

Soccer	
Boys' Varsity	$4,333
Boys' JV - A Team	$2,601
Boys' JV - B Team	$2,601
Girls' Varsity	$4,333
Girls' JV - A Team	$2,601
Girls' JV- B Team	$2,601

Softball	
Girls' Varsity	$4,333
Girls' JV	$2,831
Girls' Freshman	$2,525
Swim	
Boys' Varsity	$4,692
Boys' JV	$2,427
Boys' Diving	$1,624
Girls' Varsity	$4,692
Girls' JV	$2,427
Girls' Diving	$1,624
Tennis	
Boys' Varsity	$3,341
Boys' JV	$2,165
Girls' Varsity	$3,341
Girls' JV	$2,165
Track	
Boys' Varsity Head	$4,333
Boys' Varsity Asst.	$2,766
Boys' JV	$2,427
Girls' Varsity	$4,333
Girls' Varsity Asst.	$2,766
Girls' JV	$2,427
Trainer	
Fall Trainer	$2,630
Winter Trainer	$2,630
Spring Trainer	$2,630

Volleyball	
Varsity	$4,333
JV	$2,827
Freshman	$2,419
Wrestling	
Varsity	$4,333
JV	$2,493

MIDDLE SCHOOL ATHLETIC PAY SCHEDULE

MIDDLE SCHOOL COACHES	
Baseball (2)	$2,350
Basketball	
Boys' **(4)**	$2,350
Girls' **(2)**	$2,350
Cheerleading	
Boys Football	$848
Girls Basketball	$1,334
Boys Basketball Team 1	$1,334
Boys Basketball Team 2	$1,334
Faculty Manager	$3,069
Football (4)	$2,525
Intramurals	$2,164
Pom Pon (2)	$646
Girls' Softball (2)	$2,350
Swim (1)	$2,350
Diving (1)	$1,123

Track (2)	$2,350
Track (2)	
Volleyball (2)	$2,350
Wrestling (2)	$2,350
Cross Country (1)	$2,350

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

APPENDIX E
Extra Duty Pay

HIGH SCHOOL EXTRA DUTY PAY SCHEDULE
5 % Increase in 2025-26/ 2% Increase in 2026-27

HIGH SCHOOL	**2020-2021**
Class Sponsor	
Freshman Class (2)	$381
Junior Class (2)	$1,955
Senior Class (2)	$2,689
Sophomore Class (2)	$873
Clubs	
Anime Club (1)	$725
Chess Club (1)	$725
Club Green (1)	$725
CSS Student Council (1)	$725
Gay Straight Alliance Club (1)	$725
German Club (1)	$725
HOSA Club (1)	$725
Multimedia Club (1)	$725
Ping Pong Club (1)	$725
Psychology Club (1)	$725
U.N.I.T.E. Club (2)	$725
World Culture Club (1)	$725
Current Clubs	
Art in the Park Club (1)	$725
Book Club (1)	$725
Club Fingerprints (1)	$725
DECA Club (1)	$725
Feminist Club (1)	$725
GB Dignify Club (1)	$725
Jazz Club (1)	$725
Model U.N. Club (1)	$725
Science Club (1)	$725
Tabletop Gaming Club (1)	$725

HIGH SCHOOL	2020-2021
Class Sponsor	
Freshman Class (2)	$381
Junior Class (2)	$1,955
Current Teams	
Debate (1)	$1,615
Lacrosse (Boys Varsity) (1)	$725
Lacrosse (Girls Varsity) (1)	$725
Mock Trial (1)	$1,419
Pom Pon JV (1)	$731
Pom Pon Varsity (1)	$1,858
Powerlifting (1)	$1,250
Quiz Bowl (1)	$861
Robotics (1)	$1,413
Water Polo (Boys JV) (1)	$719
Water Polo (Boys Varsity) (1)	$1,250
Water Polo (Girls JV) (1)	$719
Water Polo (Girls Varsity) (1)	$1,250
Other	
Bobcat Banner (1)	$1,028
Echo Yearbook (1)	$1,943
National Honor Society (1)	$1,296
Student Council (1)	$2,105
Music	
Color Guard (Fall & Winter) (1)	$2,891
Orchestra (Instrumental)	$1,453
Marching Band (2)	$2,178
Pep Band (2)	$725
Vocal Music (1)	$2,102
Theater	
All School Play #1 (1)	$2,537
All School Play #2 (1)	$1,697
Drama Operetta (2)	$1,719
Instrumental Operetta (1)	$1,209
Technical Director #1 (1)	$951

HIGH SCHOOL	2020-2021
Class Sponsor	
Freshman Class (2)	$381
Junior Class (2)	$1,955
Technical Director #2 (1)	$898
Technical Director Operetta (1)	$1,428
Technical Director Thespians (1)	$908
Vocal Operetta (1)	$1,719

MIDDLE SCHOOL	2020-2021
EXTRA DUTY	
CLUBS	
Chess Club	$725
Drama	$725
Foreign Language	$725
Future City	$725
Math	$725
Quiz Bowl	$725
Robotics	$1,130
Science	$725
Ski Club	$725
Intramurals	$2,158
Music	
Instrumental	$1,453
Orchestra (Instrumental)	$1,453
Vocal	$2,158
School Newspaper	$725
School Store (2)	$725
Student Council	$889
Team Leaders	$2,380
Yearbook	$937

APPENDIX E - Continued

EXTRA DUTY PAY – ELEMENTARY SCHOOL

Book Bowl	$725
Drama	$1,305
Honors Choir	$725
Intramurals	$,1684
Robotics	$1,130
Student Council (6)	$1,428

School Club Guidelines

- Club must be properly sanctioned with the Board of Education
- Club must meet at least 9 times per year
- Club must have at least 15 student members, or have building administrative approval for fewer members (ie. Gay/Straight Alliance)
- Starting with the 2016-2017 school year, sponsor must submit meeting agendas and sign in list at the end of the year to be considered for the next year.

In the event that a club or clubs is or are inactive by November 1 of each calendar year, a "new" club sponsor may apply to the building principal for club status and club pay. The overall number of sponsored teams or clubs may not be increased except by written medication of this Agreement by the parties.

After November 1st of each school year, the GBEA will review proposals for new clubs, sports, or activities utilizing funding for unfilled schedule B positions. The GBEA will make a recommendation for approval of any new clubs or sports to the building administrator. With building-level administrator approval, a recommendation may be made to the personnel office for inclusion of the newly proposed activities on Schedule B.

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

Bus Duty Rate: $6.98

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

The Saturday School position is an extra duty position. Selection of the Saturday School instructor shall be in conformance with Article I, Sections C and D. Rate of pay shall be at the Summer School rate (See Appendix B).

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

APPENDIX F
School Calendar 2025-2026

GRAND BLANC COMMUNITY SCHOOLS
2025-2026 DISTRICT CALENDAR FOR STAFF

DATES	DAY	ACTIVITY
08/19/25	Tuesday	Opening Day - All Staff
08/20/25	Wednesday	Professional Development Teachers (District Level) - #1/5
08/21/25	Thursday	Professional Development Teachers (District Level) - #2/5
08/22/25	Friday	Buildings are closed - Instructional Staff does not report
08/25/25	Monday	First day (½ Day for all Students) – ***Teacher Work Day (Full Day)***
08/29/25	Friday	**Holiday (School not in session)**
09/01/25	Monday	**Labor Day Holiday (School not in session) - Buildings are closed**
09/09/25	Tuesday	LSIP (Full day for Students) - (#1 of 8)
09/19/25	Friday	Homecoming (½ day for all students)
10/01/25	Wednesday	District Student Count Day (Fall Count)
10/03/25	Friday	½ Day for Students/ Afternoon PD #1/4
10/08/25	Wednesday	(A) Parent-Teacher Conferences - High School (Full day for Students)
10/09/25	Thursday	(A) Parent-Teacher Conferences (12:00 to 3:00 pm) - High School (½ day for students)
10/10/25	Friday	½ day for High School students and Instructional Staff
10/21/25	Tuesday	LSIP (Full day for Students) - (#2 of 8)
10/24/25	Friday	End of 1st Marking Period
10/31/25	Friday	½ day All students and Instructional Staff
11/03/25	Monday	**Fall Break (School not in session)**
11/04/25	Tuesday	Election Day (No School for Students) - PD-Ed Camp #3/5 Professional Learning Communities/Collegial Planning
11/11/25	Tuesday	(B) Parent-Teacher Conferences (Full day for Students) Elementary Conferences: 4:30 - 7:30 pm Middle School Conferences: 4:00 - 7:00 pm
11/12/25	Wednesday	(B) Parent-Teacher Conferences (½ day for Elem./MS Students) Elementary Conferences: 4:30 - 7:30 pm Middle School Conferences: 12:30 - 3:30 pm
11/13/25	Thursday	(B) Parent-Teacher Conferences (½ day for Elem./MS Students) Elementary Conferences: 1:10 - 4:10 pm Middle School Conferences: 4:00 - 7:00 pm
11/14/25	Friday	½ day for Elementary and Middle School Students
11/18/25	Tuesday	LSIP (Full day for Students) - (#3 of 8)
11/26/25	Wednesday	No School for Students and Instructional Staff
11/27-28/25	Thursday-Friday	(C) **Thanksgiving Recess - Buildings are closed**
12/02/25	Tuesday	LSIP (Full day for Students) - (#4 of 8)
12/22/25-1/2/26	Monday-Friday	**Winter Recess (School not in session) - Buildings are closed**
01/05/26	Monday	School Resumes
01/14-16/26	Wednesday-Friday	(D) Final Exams - High School (½ days for HS Students)
01/16/26	Friday	End of Second Marking Period - Elementary/Middle/High School END OF FIRST SEMESTER
01/19/26	Monday	**Martin Luther King's Birthday - Buildings are closed**
01/20/26	Tuesday	Records Day (Teachers) - No School for Students
01/21/26	Wednesday	First Day of 3rd Marking Period/Second Semester

APPENDIX F - Continued

02/03/26	Tuesday	LSIP (Full day for Students) - (#5 of 8)
02/11/26	Wednesday	District Student Count Day (Winter Count)
02/12/26	Thursday	½ Day for Students/PM PD for Staff #2/4
02/13/26	Friday	No School for Students and Instructional Staff
02/16/26	Monday	**President's Day - Buildings are closed**
02/23/26	Monday	Tentative KDG Info Night
02/26/26	Thursday	(E) Parent-Teacher Conferences - High School (Full day for Students)
02/27/26	Friday	½ day for High School students and Instructional Staff
03/03/26	Tuesday	LSIP (Full day for Students) - (#6 of 8)
03/06/26	Friday	½ day for All Students/PM PD for Staff #3/4
03/10/26	Tuesday	(F) Parent-Teacher Conferences (Full day for all Students) Elementary Conferences: 4:30 - 7:30 pm Middle School Conferences: 4:00 - 7:00 pm
03/11/26	Wednesday	(F) Parent-Teacher Conferences (½ day for Elem./MS Students) Elementary Conferences: 4:30 - 7:30 pm Middle School Conferences: 12:30 - 3:30 pm
03/12/26	Thursday	(F) Parent-Teacher Conferences (½ day for Elem./MS Students) Elementary Conferences: 1:10 - 4:10 pm Middle School Conferences: 4:00 - 7:00 pm
03/13/26	Friday	½ day for Elementary and Middle School Students
03/27/26	Thursday	End of Third Marking Period - Elementary/Middle/High School
03/27/26	Friday	½ Day for all Students and Instructional Staff
03/30-4/3/26	Monday-Friday	(G) **Spring Recess (School not in session) - Buildings are closed**
04/03/26	Friday	**Good Friday - Buildings are closed.**
04/06/26	Monday	No School for Students Staff PD #4/5 Create your own PD option
04/07/26	Tuesday	School Resumes First Day of 4th Marking Period LSIP (Full day for Students) - (#7 of 8)
04/24/26	Friday	½ Day for Students/PM PD for Staff #4/4
05/05/26	Tuesday	No School Election Day PD #5/5
05/12/26	Tuesday	LSIP (Full day for Students) - (#8 of 8)
05/25/26	Monday	**Memorial Day Recess - Buildings are closed**
05/28/26	Thursday	High School Graduation
06/09-11/26	Tuesday- Thursday	(D) Final Exams - High School (½ days for HS Students)
06/11/26	Thursday	**Last day** (½ Day for all students) – ***Teacher Work Day (Full Day)***
06/12/26	Friday	Staff Last Day/Records Day

APPENDIX F - Continued

SNOW DAY MAKE-UP

It is understood that snow days shall be made up when necessary without additional compensation to meet the minimum number of instructional days and hours annually in compliance with current state regulations. These days are made up when necessary at the end of the school year.

(A) Parent-Teacher Conferences	H.S. Wednesday - Full day for students (10/08/25) H.S. Thursday - ½ day for Students (10/09/25) Conference Times: Wednesday (5:00 - 8:00 pm) Thursday (12:00 - 3:00 pm)
(B) Parent-Teacher Conferences	Perry Innovation Center dismissed at 11:12 a.m. Middle School dismissed at 11:29 a.m. Elementary (Anderson, Brendel, Cook, Indian Hill, Mason, McGrath, Myers, and Reid) dismissed at 12:17 p.m. Conference Times: Middle School: Tuesday & Thursday (4:00 - 7:00 pm), Wednesday (12:30 - 3:30 pm) Elementary: Tuesday & Wednesday (4:30 - 7:30 pm), Thursday (1:10 - 4:10 pm) **Lunches will not be served** - Wednesday-Friday Elementary and Middle Schools are dismissed at regular ½ day dismissal time on Wednesday-Friday, 11/11/25-11/13/25. Tuesday, 11/11/25, is a full day of school for students and teachers.
(C) Thanksgiving Recess	Begins Wednesday, 11/26/25. For students and Instructional Staff.
(D) Final Exams	High School dismissed at 10:43 a.m. daily. Wednesday-Friday, 1/14/26-1/16/26. **Lunches will not be served.**
(E) Parent-Teacher Conferences	High School Conference Times: Thursday, 02/26/26 (5:00 - 8:00 p.m.)
(F) Parent-Teacher Conferences	Perry Innovation Center dismissed at 11:12 a.m. Middle School dismissed at 11:29 a.m. Elementary (Anderson, Brendel, Cook, Indian Hill, Mason, McGrath, Myers, and Reid) dismissed at 12:17 p.m. Conference Times: Middle School: Tuesday & Thursday (4:00 - 7:00 pm), Wednesday (12:30 - 3:30 pm) Elementary: Tuesday & Wednesday (4:30 - 7:30 pm), Thursday (1:10 - 4:10 pm) **Lunches will not be served** - Wednesday-Friday Elementary and Middle Schools are dismissed at regular ½ day dismissal time on Wednesday-Friday, 03/11/26-03/13/26. Tuesday, 03/10/26, is a full day of school for students and teachers.
(G) Spring Recess	Begins Monday, 03/30-4/3/26

APPENDIX F - Continued

2025-2026

1st Semester

	Students	Staff
August	04	07
September	21	21
October	23	23
November	15	16
December	15	15
January	10	10
TOTALS	88	92

2nd Semester

	Students	Staff
January	08	08
February	18	18
March	20	20
April	18	19
May	19	20
June	09	09
TOTAL	92	94

Total Teacher Days 186
Total Student Days 180

7 Holidays per Contract

September 1, 2025	Labor Day
November 27, 2025	Thanksgiving Day
November 28, 2025	Day after Thanksgiving
December 25, 2025	Christmas Day
January 1, 2026	New Year's Day
April 3, 2026	Good Friday
May 25, 2026	Memorial Day

All bargaining units please refer to your contract. If you request time off that is not identified in your contract, vacation or incentive time will need to be submitted to your building administrator for approval.

APPENDIX G
Official Grand Blanc Community Schools Grievance Form

Grievance No. _____

GRIEVANCE FORM

Name(s) _____ Date filed _____

Building _____ Assignment _____

Individual Grievance_____ Group Grievance_____ Association Grievance _____ Level II _____

Statement of Grievance:

Contract Citations:

Relief Sought:

Signature of Grievant _____

Signature indicating receipt of Grievance form _____ _____
Signature Date

Submit this form to building/unit administrator.

_____
Administrator's Signature/Title

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

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

GRIEVANCE FORM

TO: _____

Your grievance filed_____ and assigned number _____

has been reviewed at Level_____ and a determination has been made as follows:

Date_____ Signature _____

Signature - Indicating receipt by Grievant _____

Date _____

Copies To: *Association Office*
Grievant
Personnel Office
Administrator

CO-37

APPENDIX H
School Improvement Deviation Form

BUILDING_____ DATE SUBMITTED _____

STATEMENT OF DEVIATION _____

_____

_____

MASTER AGREEMENT LANGUAGE AFFECTED BY DEVIATION:

ARTICLE_____ NUMBER OF STAFF VOTING _____

PAGE #_____ (# OF STAFF VOTING & PERCENTAGE)_____

YES_____ NUMBER _____ PERCENT_____

YES_____ NUMBER _____ PERCENT_____

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

RATIONALE FOR DEVIATION (ATTACHMENTS IF NECESSARY)

MINORITY VIEW (STATEMENT OR ATTACHMENT)

_____ _____

DECISION DATE ASSOCIATION REPRESENTATIVE

_____ _____

DURATION OF DEVIATION AGREEMENT (ACTUAL DATES) PRINCIPAL

VOTE TO ESTABLISH DEVIATION
AS A CONTINUING PRACTICE

DISTRIBUTION:

District School Improvement Team
Building School Improvement Team
GBEA President
Deputy Superintendent

YES_____ NUMBER _____ PERCENT_____

YES_____ NUMBER _____ PERCENT_____

DATE _____

APPENDIX I.1
Pregnancy, Adoption, and Child Care Options

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

A. PAID LEAVES

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

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

2. Long term paid disability leave: If the illness and/or disability should be long term (beyond 65 work days), the unit employee is eligible to apply for long term disability insurance benefits for the illness and/or disability (see Article XIII, Section C). Long term disability insurance cannot be used for child care.

3. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee's right to return to work for the first semester of the coming school year.

* * * * * * * * * *

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

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

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

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

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

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

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

B. UNPAID LEAVES

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

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

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

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

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

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

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

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

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

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

   Unit employees may choose to go on a long term unpaid child care leave at any time for the care of their child. The unit employee's position is not held during the time when the unit employee is on a long term unpaid child care leave. Medical insurance is not paid during the unpaid long term child care leave.

5. People listed in 1 and 2 above that have indicated in writing by March 15 that he/she is returning from sick leave, including short and long term child care leave, are to provide written medical clearance from his/her attending physician that he/she is medically able to return to work. Such written medical clearance must be received by the Personnel Office by August 1. Failure of the employee to provide such medical clearance to the Personnel Office by August 1 waives the employee's right to return to work for the first semester of the coming school year.

* * * * * * * * * *

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

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

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

C. COMBINATION OF PAID AND UNPAID LEAVES

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

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

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

APPENDIX I.2
Request for unpaid Child Care Leaves

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

1. _____ A paid short term disability leave. I plan to use my sick days for a paid short term disability* leave not to exceed 65 calendar days. I may also need to apply for Sick Bank days.

2. _____ An unpaid short term disability* leave for child birth/adoption/foster child (for up to 12 weeks).

3. _____ I request an unpaid long term child care leave.

4. _____ I may/will need a paid long term disability* leave. I may/will need to apply for long term disability insurance benefits.

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

I estimate I will need the leave as follows:

Estimated beginning date Estimated ending date

* * * * * * * * * *

Name:_____

Phone_____

APPENDIX J
Leaves of Absence and Benefits

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

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

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

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

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

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

APPENDIX K
Family Medical Leave Act of 1993

Your Rights Under the Family and Medical Leave Act of 1993:

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

Reasons for Taking Leave

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

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

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

Advance Notice and Medical Certification

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

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

Job Benefits and Protection

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

APPENDIX K - Continued

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

For Additional Information:

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

FMLA information derived from:

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

APPENDIX L
Michigan HQ Teachers

Artifact 1. 5D+ Evaluation Tool
https://k-12leadership.org/tools/5d-rubric-for-instructional-growth-and-teacher-evaluation/

Artifact 2. Administrative Guidelines:
The following criteria will be applied to determine the overall teacher evaluation rating based on the results of the individual 5D+ domain ratings and taking in account student growth and assessment data or student learning objectives:

1. **Effective (or Highly Effective) -** Three consecutive evaluations of an "effective" rating may result in year-end evaluation biennially or triennially instead of annually. If a teacher is not rated as "effective" on 1 of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations.

2. **Developing (or Minimally Effective):** An overall minimally effective or developing rating will result if two or more domain areas from the teacher evaluation rubric are rated minimally effective or developing and no domain areas are rated ineffective or needing support.

3. **Needing Support (or Ineffective):** An overall ineffective or needing support rating in any of the domain areas from the teacher evaluation rubric will result in an overall teacher evaluation rating of ineffective or needing support. If a teacher is suspended without pay for more than two (2) days, the teacher's overall rating will be classified as "ineffective" or "needing support."

    - If a teacher is placed on an individualized development plan ("IDP"), and does not satisfy the goals of the IDP, the teacher's overall rating will be classified as "ineffective" or "needing support." This provision excludes probationary employees on IDPs.

	Professional Practice 80%			
Student Growth 20%		**Effective**	**Developing**	**Needs Support**
	Effective	**Effective**	**Developing**	**Needs Support**
	Developing	**Effective**	**Developing**	**Needs Support**
	Needs Support	**Developing**	**Needs Support**	**Needs Support**

APPENDIX L - Continued

Student Growth Goals Achievement 20% and Professional Practice 80%
*3 consecutive evaluations of an "effective" rating will result in staff needing to be evaluated on a 3 year cycle. For 24-25 this will apply to the following scenarios:

- A "HE" teacher on cycle for 23-24 shall go on a three year cycle (24-25, 25-26 & evaluated in 26-27).

Cohort #1 on cycle for evaluation 2026-2027

- A "HE" teacher off cycle for 23-24 will go on cycle in 24-25 and if deemed "effective" shall go on a three year cycle (25-26, 26-27 & evaluated in 27-28).

Cohort #2 on cycle for evaluation 2027-2028

- A current "effective" teacher for 23-24 that has been effective or highly effective for 3 consecutive years will be off-cycle for 24-25, evaluated in 25-26 and if deemed effective shall go on a three year evaluation cycle (26-27, 27-28 & evaluated in 28-29).

Cohort #3 on cycle for evaluation 2028-2029

- A teacher rated "minimally effective" or "needing support" for 23-24 will remain on cycle.

Probationary teachers:

- that were tenured in another Michigan public school district will be granted tenure after two years of effective ratings. After the teacher is rated highly effective or effective (beginning 23-24) for three consecutive years they may go off-cycle for three years.
- that were not previously tenured must be evaluated for at least four years to be granted tenure. After the teacher is rated highly effective or effective (beginning 23-24) for three consecutive years they may go off-cycle for three years.

Artifact 3: Professional Practices Overall Rubric

Professional Practices Overall Rating	**Descriptors**
Effective	5+ Distinguished or Proficient ratings 1 or fewer Basic ratings 0 Unsatisfactory ratings
Developing	2+ Basic ratings 0 Unsatisfactory ratings
Needs Support	1 Unsatisfactory rating

APPENDIX M
Ancillary Staff Language

All language contained in this appendix shall apply only to ancillary staff, with exception to language that is duplicated elsewhere in the Master Agreement.

SECTION 1
ANCILLARY STAFF VACANCIES, PROMOTIONS, REDUCTION/RECALL PROCEDURES

A. Vacancies - The assignment to vacancies, affecting members of the ancillary staff is the sole responsibility of the Board of Education and Administration subject to the following:

1. Vacancies in professional positions shall be publicized by giving written notice to the Association and posting in each school building. No vacancies shall be filled permanently except in the case of emergency until such vacancy shall have been posted for at least ten (10) days, except that during vacation periods such notice of vacancy shall be posted in the Central Office and a copy of such notice sent to the Association. In the event no applications for a position so posted are received, such position shall be filled without further obligation to requirements under this Section.

    a. A vacancy shall be defined as a current or new position in the bargaining unit which the school is attempting to fill and which is expected to last more than ninety (90) work days.

    b. The aforementioned posting procedure shall be waived under the following conditions:

        (1) When an ancillary staff member has been involuntarily transferred, or is re-assigned due to layoffs, cuts or changes in program, or is relocated from one building site to another building site; however, the conditions controlling transfer and reassignment as specified in Article IX shall be applied.

        (2) When there exist ancillary staff members on layoff or leave of absence who desire return to employment and who are certified and qualified for a vacancy.

2. Any unit employee may apply in writing for such vacancy, stating his/her desires, qualifications and experience. In filling such vacancies, the Superintendent of Schools agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

B. Reduction of Ancillary Staff

1. Conditions:

a. It is hereby recognized that it is within the discretion of the Board of Education to reduce staff when:

(1) There is a decrease in student enrollment in the district.

(2) There is a decrease in the revenues of the school district.

(3) Available revenues are not sufficient to meet additional costs (but excluding cost increases due to new staff positions and programs, except those required by law).

(4) The Board deems it necessary to make program cuts.

(a) In the event of program cuts or elimination, an ancillary staff member whose program is cut or eliminated will be able to move, by seniority, into an available position for which he/she is certified and qualified. The Board is not obligated to create new positions for these people.

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

b. When reduction of staff is made, the Board shall attempt to provide similar reduction in other areas, provided they are feasible and practical. Ancillary staff on leave shall be given layoff notices at the same time other unit employees are given layoff notices; layoff notice to ancillary staff members on leave shall be given if actively employed unit employees are given layoff notices.

c. Prior to layoff, ancillary staff shall be given notice of said layoff. For layoff in the Fall semester, notice shall be given by May 1; and for layoff in the Spring semester, notice shall be given by December 15.

2. Procedure:

a. The Board will state to the Association the reasons for determining that a reduction of ancillary staff is deemed necessary.

b. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individual ancillary staff 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 ancillary staff and prior to the notification deadline. In the event there are ancillary staff with equal seniority, certification, and qualification to be notified of layoff, a lottery will be jointly established to determine order of layoff.

C. Laid Off Ancillary Staff

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

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

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

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

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

    a. maintaining a file of Placement Bureau publications.

    b. writing letters of reference.

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

    d. giving laid off ancillary staff members preference as substitutes.

6. The district shall mail notices to the ancillary staff members on the above list by February 15 notifying them of their obligation to request return to employment.

7. To be eligible for recall the ancillary staff member shall:

    a. Have maintained a current address with the Personnel Office.
    b. Have notified the Personnel Office by March 15 of intent to return to active employment.
    c. If an ancillary staff member does not comply with the above provisions he/she shall be placed at the bottom of the recall list for that year but for that year only. If an ancillary staff member does not comply with the above provisions for two years, the ancillary staff member shall lose all previously acquired seniority.

8. Ancillary staff members shall be recalled in inverse order of layoff by seniority for position openings for which they are certified and qualified.

9. If a position exists within the district for which the ancillary staff member is qualified and certified pursuant to this Agreement, the ancillary staff member shall be notified by certified mail. Within five (5) days of receipt of a written offer to return to employment, the ancillary staff member shall accept the position by replying in writing or shall request an extension of layoff status as outlined in Section D, 1, or it shall be determined that the ancillary staff member has terminated his/her employment and loses all previously acquired seniority.

10. No new staff shall be hired until all staff who are laid off or on leave who are certified and qualified to fill a vacancy have been offered an opportunity in writing to return to active employment.

11. An ancillary staff member who is laid off and who is paid unemployment compensation benefits during the summer following the layoff and who is recalled to a teaching position prior to the first student day of the next school year will be paid for the next school year according to the following schedule:

    a. If a recall offer had been postmarked on or before August 1, the ancillary staff member will be paid an annual salary rate which will be equal to the rate of the salary the ancillary staff member would have earned had the ancillary staff member not been laid off when 100% of the unemployment compensation received by the ancillary staff member is included.

    b. If a recall offer had been postmarked on or before August 15, the ancillary staff member will be paid an annual salary rate which will be equal to the rate of the salary the ancillary staff member would have earned had the ancillary staff member not been laid off when 50% of the unemployment compensation received by the ancillary staff member is included.

    c. If a recall offer had been postmarked on or before August 10, and an ancillary staff member on the seniority list declines the position, or fails to respond, then any ancillary staff member that is subsequently recalled to the same position will be subject to the 50% unemployment compensation offset as specified in b. above.

    d. If an ancillary staff member is recalled after August 15, and the position has not been the subject of a previous recall offer, then the ancillary staff member shall not be subject to any unemployment compensation offset.

e. Such deduction shall be pro-rated over 21 or 26 pays, dependent upon the ancillary staff member's selection of pay option.

D. Definitions

1. Seniority for the purpose of this article shall be defined as non-terminated years of employment in the district.

   a. Per diem substitutes do not accrue seniority; long-term substitutes will accrue seniority from the initial time of the long-term assignment provided they move without interruption of service into contractual assignment in the district. This provision is not retroactive beyond September, 1976.

   b. Any ancillary staff member who shall be transferred to a supervisory or executive position and shall later return to ancillary staff status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

   c. Seniority shall accrue only for leaves as provided by law.

   d. Effective September 1, 1985 and not retroactive, seniority shall accrue for up to sixty-five (65) days for an employee on sick leave.

   e. A seniority list shall be prepared by the Board and presented to the Association and to each building during January of the current school year which shall include all bargaining unit personnel. In the future, changes, corrections, and additions to the current seniority list will be prepared by the Board and posted in each building and a copy will be sent to the Association. The seniority list and the update shall be presented at least thirty (30) days before any Board action to lay off staff. Any unit employee or the Association may challenge the accuracy of the seniority list or the update within thirty (30) days of its publication.

   f. Ancillary staff shall maintain recall rights and seniority for three years past their effective layoff date with the Grand Blanc Community Schools.

   g. Part time employees will accumulate seniority as described in Article VII, Section G.

2. "Certified" shall be defined as a State recognized valid teaching certificate, except for positions such as Social Workers, School Psychologists and School Nurses.

APPENDIX M - SECTION 2
TRANSFERS

A. Since the frequent transfer of ancillary staff members from one assignment to another may be disruptive to the educational process and interfere with optimum performance, the parties agree that un-requested transfers of ancillary staff members are to be minimized and avoided whenever possible, and that no transfers shall occur for purposes of punishment. While the right of determination to assign or transfer a staff member is vested in the Board, the Board or its representatives will not, in any case, assign or transfer an ancillary staff member without every reasonable effort to hold prior discussion with said member. 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 ancillary staff member will be honored to the extent that these considerations do not conflict with instructional requirements and best interests of the school system and the pupils. Transfers will be for good reason. When, however, personnel are transferred by administrative action, reasons for the transfer will be presented in writing to the Grand Blanc Education Association, Inc. and the ancillary staff member involved, where requested.

B. In the event that transfers of ancillary staff members appear to be necessary, information concerning vacant positions in other schools shall be made available to those ancillary staff members being transferred.

C. An ancillary staff member desiring a change in a full time ancillary staff assignment may make his/her desire known to the Personnel Office in writing, or such other form as may be provided, stating the reasons for a specific position desired. Such a written statement shall be considered as an application at such time the position requested becomes vacant.

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

1. For openings which may occur in the second semester of the current school year - file request not later than November 15 of that year.

2. For openings which may occur after the close of the current school year, but prior to the beginning of the ensuing school year - file request not later than March 15 of the current school year.

D. Part time to full time requests - See Article VII, Section G #6.

E. Part time ancillary staff members will be given available positions with more working hours based on their seniority and qualification. However, no more than one such change in assignment will be allowed during the school year if it would cause the students in an assignment to have more than two ancillary staff during a school year.

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

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

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

APPENDIX M – Section 3
ANCILLARY STAFF EVALUATION AND DISCIPLINE

A. The performance of all ancillary staff shall be evaluated in writing. Evaluations shall be subject to all levels of the grievance procedure.

B. All observation of ancillary staff members shall be conducted openly and with full knowledge of the ancillary staff members. The evaluation of ancillary staff members shall employ established criteria and be based upon direct observation and personal contact with the person being evaluated.

C. Each unit employee shall have the right, upon request, to review the contents of his/her own personnel file. The employee 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 unit employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safe keeping of these files or someone designated by the administrator.

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

D. If a unit employee wishes, he/she may have an association representative attend any meetings/conferences concerning a reprimand, warning, or other disciplinary action.

E. No ancillary staff member shall be disciplined, including reprimand, suspension with or without pay, demotion or discharge, without just cause.

F. Just cause shall be limited to and defined for first and second year ancillary staff members as:

1. Pertaining to competency:

a. The first and second year ancillary staff member shall be provided an individualized development plan developed by appropriate administrative personnel in consultation with individual ancillary staff member;

b. The ancillary staff member shall be provided with an annual year-end performance evaluation based upon at least two observations within their working environment.

c. The evaluation shall include, but not be limited to an assessment of the ancillary staff member's progress in meeting the goals of his or her individualized development plan; and

d. Dismissal must be based upon adverse observations, documentation and/or evaluation.

2. Pertaining to misconduct:

a. Adverse documentation

b. Adverse evidence

H. A first and second year ancillary staff member shall not have access to arbitration regarding discharge or discipline except as to compliance with Article XIV, Section G.

I. Items F, G and H apply to employees hired for the 1996/97 school year and thereafter.

APPENDIX N
Virtual Programs

This appendix pertains to unit employees working in the Bobcat Virtual Learning (BVL) program.

The Board and Association agree that the goal of the BVL program is to provide a quality learning and teaching experience for students and staff that allows for flexibility in learning and work hours for students and instructors.

A. Working in the BVL program does not preclude a unit employee from other protections in this Master Contract that are not specifically in conflict with this Appendix.

B. In-Person Reporting and Work Time Expectations

    a. In-person attendance expectations: BVL unit employees shall not be required to report in person more than two (2) days per week that school is in session. This does not preclude virtual instructors from using the school's facilities on additional days.

    b. Inclement Weather / Emergency Closures: Should the district cancel school due to inclement weather or other unforeseen emergency, BVL unit employees are not expected to report to the building if it was a scheduled report day and can work remotely instead, provided that the emergency hasn't disabled internet connectivity at the unit employee's residence.

    c. Non-report days: On days when school is not scheduled to be in session, BVL teachers will not be expected to carry out their duties.

C. Provision of Equipment and Work Space: BVL unit employees will be furnished with a workspace during report days that will include a quiet space to use a phone for student or parent contacts or to make recordings. Additionally, BVL unit employees will be provided necessary educational materials. Reasonable requests made by BVL unit employees for other materials or technology necessary to carry out their duties will be furnished by the employer. The employer reserves the right to establish a reasonable process for such requests.

D. Homeroom Expectations:

    a. Homeroom Meetings:

(1) Secondary-level BVL instructors shall hold a weekly virtual meeting with their homeroom students for discussing progress, completing character education lessons, completing EDP's, and similar activities. Teachers will be responsible for taking attendance at these weekly meetings and logging contact attempts for students who fail to attend.

(2) Elementary-level BVL instructors' homerooms will consist of all of their enrolled students and shall meet each week.

b. Parent / Administration Contact Expectations: Full-time secondary and elementary BVL instructors will be responsible for contacting parents and administration for their homeroom students when they are identified to struggle with attendance, coursework completion, or coursework quality. Such contacts will be documented.

E. Grade and Progress Reporting: BVL instructors will be responsible for transferring grades from the various online curriculum vendors' services to the district's approved grade program (such as Jupiter or Synergy) in a timely manner and will adhere to regular district timelines for grade reporting (card markings).

F. Class Sizes / Number of Preparations / Additional Compensation

a. Concurrent Online Compensation Model (Per Semester)

(1) Student load and overage compensation as follows:

(a) 1 - 4 students = $500

(b) 5 - 28 students = $100 / student

(c) 29 - 45 students = 1 hour in schedule or overage pay

(d) 46 - 74 students = 1 hour in schedule or overage and $100/ student

(e) 75 - 90 students = 2 hours in schedule or overage pay

b. Bobcat Virtual Secondary Compensation Model (Per Semester)

(1) Student load as follows (including homeroom students):

(a) Maximum (5 period) student load: 46 students = 1 period (230 total).

(b) Minimum (5 period) student load = 181 students total.

(c) BVL teachers w/ 136 - 180 students will teach one traditional class.

(d) BVL teachers w/ 91 - 135 students will teach two traditional classes.

(e) Teachers w/ 1 - 90 students will use the concurrent online compensation model.

(2) Overage compensation:

(a) $100 / additional student up to 32 over the maximum.

(b) 33rd additional student defines a virtual overage (1/6th of virtual salary).

c. Bobcat Virtual Elementary Compensation Model (Per Semester)

(1) Student load and overage compensation as follows:

(a) 2 sections (0.4 FTE) for teaching hybrid in person 2 days per week with normal elementary planning time on those days.

(b) Sections (0.2 FTE / each) based on the following (not including hybrid students):

i. 1-6 total virtual students = 1 Section

ii. 7-12 total virtual students = 2 Sections

iii. 13-18 total virtual students = 3 Sections

iv. 19-24 total virtual students = 4 Sections

v. 25-30 total virtual students = 5 Sections

G. Evaluation of BVL Teachers: It is understood by the Association and the Board that the duties and expectations of BVL teachers are different from those of regular classroom teachers. A committee of equal numbers of representatives chosen by the GBEA and Administration shall explore a BVL-specific teacher evaluation tool during the 2025/26 school year, and once agreed on will become a part of Appendix M.

a. For the sake of evaluating the effectiveness of full-time BVL teachers, the BVL-specific evaluation tool in Appendix M shall be used. BVL teachers shall have the same rights and responsibilities as regular classroom teachers regarding observation and evaluation protocols and appeals outlined in this agreement.

b. Hybrid elementary teachers and part-time secondary BVL teachers will be evaluated using the same negotiated evaluation tool that is used for regular classroom teachers through classroom observations.

H. Deviations: From time to time, groups of teachers and/or administrators may desire changes to BVL programming or processes that require deviations from the guidelines set forth in this section. Such requests for deviation will be subject to the process outlined in Article XIX, Section C.