

MASTER AGREEMENT
between the

GENESEE
BOARD OF EDUCATION

and the

GENESEE EDUCATION ASSOCIATION

LOCAL 10/MEA/NEA

2022-2023

2023-2024

TABLE OF CONTENTS

INTRODUCTION

ARTICLE 1- RECOGNITION.....	2
ARTICLE 2- TEACHER RIGHTS.....	2
ARTICLE 3- RIGHTS OF THE BOARD.....	6
ARTICLE 4- PAYROLL DEDUCTIONS.....	7
ARTICLE 5- TEACHING HOURS.....	8
ARTICLE 6- CLASS SIZE.....	9
ARTICLE 7- TEACHING CONDITIONS.....	11
ARTICLE 8- PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS.....	13
ARTICLE 9- VACANCIES PROMOTIONS AND TRANSFERS.....	13
ARTICLE 10- LEAVE TIME.....	15
ARTICLE 11- UNPAID LEAVE OF ABSENCE.....	19
ARTICLE 12- MENTOR PROGRAM.....	21
ARTICLE 13- PROFESSIONAL BEHAVIOR.....	22
ARTICLE 14- JOB RECOMMENDATIONS AND RELEASE FROM CONTRACT....	22
ARTICLE 15- CONTINUITY OF OPERATIONS.....	23
ARTICLE 16- SCHOOL CALENDAR.....	23
ARTICLE 17- PROFESSIONAL COMPENSATION.....	24
ARTICLE 18- INSURANCE PROTECTION.....	26
ARTICLE 19- STUDENT DISCIPLINE AND TEACHER PROTECTION.....	28
ARTICLE 20- PROFESSIONAL GRIEVANCE PROCEDURE.....	30
ARTICLE 21- NEGOTIATIONS PROCEDURES.....	32

ARTICLE 22- MISCELLANEOUS PROVISIONS.....	33
ARTICLE 23- DURATION OF THE AGREEMENT.....	36
APPENDIX B- EXTRA CURRICULAR SCHEDULE.....	36
APPENDIX B1- DEPARTMENT HEADS.....	38
APPENDIX C- 2020-2021 SCHOOL CALENDAR.....	39
APPENDIX C1- 2021-2022 SCHOOL CALENDAR.....	40
APPENDIX D- SALARY SCHEDULES.....	41
APPENDIX E- GRIEVANCE FORM.....	43
APPENDIX F- PROBATIONARY CONTRACT.....	46
APPENDIX G- SUPPLEMENTARY SALARY NOTICE.....	47
APPENDIX H- ANNUAL SALARY STATEMENT.....	48
APPENDIX I- CONTINUING TENURE CONTRACT.....	49
APPENDIX J- TEMPORARY CONTRACT.....	50
APPENDIX K- MEMO OF VERBAL WARNING.....	51
APPENDIX L- REPRIMAND.....	52
APPENDIX M- LEAVE OF ABSENCE.....	53
APPENDIX N- TRANSFER REQUEST FORM.....	54
APPENDIX O- LEAVE DAY REQUEST FORM.....	55

**AGREEMENT BETWEEN THE GENESEE BOARD OF EDUCATION
AND THE GENESEE EDUCATION ASSOCIATION MEA/NEA**

THIS AGREEMENT entered into this 1st day of August 19, 2020, by and between the Genesee Unit of Local 10 MEA-NEA (or its successor MEA affiliated organization), a Michigan labor organization, hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the NEA, and school district of Genesee, the township of Genesee, Michigan, hereinafter called the Board, the signatories shall be the sole parties to this Agreement.

WITNESSETH:

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

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1- RECOGNITION

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

ARTICLE 2- TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce

any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall therefore be made for use of schoolrooms.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to, annual financial reports and audits,

register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto, and educational background and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- H. The Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, including Performance Contracting and Accountability Models, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall collaborate on any proposal for additional operational or building millage with the Association.
- I. The Board and the Association recognize the importance of ongoing professional development. District-wide professional development will be determined by the Superintendent and building level administrators and aligned with the District School Improvement Plan. The District reserves the right to provide professional development unrelated to the District School Improvement Plan as deemed necessary by the district administration. Building professional development will be determined by the building administrator in consultation with the teachers acting as the building and/or committee school improvement chairs (Department Heads) and aligned with the building's School Improvement Plan. The building principal may, on occasion, schedule needed training and/or professional development not related to the School Improvement Plan as deemed necessary by the school administration.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack

thereof shall be grounds for any discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The teacher, however, shall agree to govern his/her private and personal life, insofar as it affects his/her teaching position, by the principles and provisions of the Michigan Professional Educator's Code of Ethics.

- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.
- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- M. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the superintendent's office 48 hours prior to said regular meeting.
- N. The parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- O. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside the normal classroom activities.

ARTICLE 3- RIGHTS OF THE BOARD

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

- A. The Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting, the generality of the foregoing, including the right to discipline or discharge for reasons that are not arbitrary or capricious.
- B. To the executive management and administrative control of the school system and its properties and facilities, and the activities specifically related to the job.
- C. To hire all employees and, subject to the provision of the law, determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; to promote and transfer all such employees.
- D. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board.
- E. Through the School Improvement Process and the curriculum council the development and implementation of the course of study. The selection of textbooks will be recommended to the building administrator for approval by the Board.

- F. To determine class schedules, and the duties, responsibilities, and assignments of teachers with respect thereto.
- G. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Tenure Act, The Public Employment Relations Act or the Revised School Code or any other such laws that relate to the educational process and the teaching and learning function.
- H. The Board wishes to work with its professional staff in a spirit of cooperation for the benefit of student achievement.

ARTICLE 4- PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, any MESSA option, or any plans or programs jointly approved by the Association and the Board. It is agreed, by the Association and the Board, that the plans and programs alluded to are as follows:
 - (a) Annuities: Ameriprise - Prudential -Paradigm – Great American - Legends Group-Farm Bureau
 - (b) All Banks and Credit Unions
 - (c) Savings Bonds – United States
 - (d) Charitable Donations – United Way
 - (e) MESSA Option – In addition to negotiated MESSA contract
 - (f) MEA Financial Services

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

ARTICLE 5- TEACHING HOURS

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after the close of the pupils' regular school day. Teachers are required to provide allocated time following the conclusion of the instructional day to remain in order to attend to those matters that may require specific attention such as parent consultations or other matters that cannot be addressed during the regular day. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil day.
- B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods per week. The schedules of all teaching personnel shall conform to those stated in Appendix A of this Agreement.
- C. All teachers shall be entitled to a duty free lunch period of not less than 35 minutes.
- D. Elementary teachers shall use for preparation all time during which their classes are scheduled for instruction from various teaching specialists.
- E. Teachers will be entitled to 250 minutes of planning time per week.
- F. Planning, recess, and relief time lost due to scheduled parties will not be compensated or rescheduled. During scheduled assemblies, the teacher who is assigned to any group of students shall attend the assembly (includes specialists, special ed, etc.). When a specialist is assigned to any staff member's classroom during an assembly time, that staff member may leave the assembly for whatever portion of that time is needed to perform necessary tasks normally done during preparation time. It is not expected that the teacher will leave for the sole purpose of having break time. Planning time lost due to shared time teachers' extra-curricular high school responsibilities will be rescheduled by the shared time teacher.

- G. No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- H. Whenever a teacher is asked to work more than his/her teaching schedule as set forth in this article, he/she shall receive additional compensation as indicated in paragraph I.
- I. Any teacher who substitutes for another teacher shall receive compensation at the rate of \$45 for each substitute period. Compensation for subbing will be paid out on the next pay date.
- J. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- K. Persons holding the position of High School Guidance Counselor will be expected to work a minimum of 7½ days beyond the normal teaching year. The Elementary Guidance may be expected to work 2 days beyond the normal teaching year. Compensation for the aforementioned time shall be at the individual's per diem rate.
- L. All secondary teachers will be visible at their door during passing time with the purpose of greeting students and monitoring hallway activity.
- M. No meetings will be scheduled during lunch. Administration may schedule up to two (2) meetings per month during teacher planning times. Teachers will be compensated for additional meetings scheduled during planning time per Article 5, Letter I.

ARTICLE 6- CLASS SIZE

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

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

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

The Board will pay the specified amounts to any teacher whose class has exceeded the maximums for any forty-five-classroom days in any semester. The Board will have the first ten school days of each semester to meet these standards after which this Article will take effect.

The ratio of total pupils in the district on the fourth Friday of the school year to total teachers (as defined in Article 6, Section A) shall be less than 26 to 1.

- B. In grades K thru 6 when the maximum class size (33 maximum) is exceeded due to assignment of alternative programming students to the general classroom the regular classroom teacher will be compensated at the rate of \$50 per fifty-minute classroom period per semester that the student is assigned to the regular classroom teacher. If the maximum is over 33 students the teacher will be compensated at the rate of \$500 per 50 minute classroom period per semester that the student is assigned to the regular classroom teacher.
- C. Neither elementary nor secondary teachers shall be deprived of preparation time because of secondary exam schedules. If an unresolvable conflict arises, the teacher shall be compensated as per Article 5, I.
- D. The Board of Education will try to maintain the maximum class size of 33 pupils in the K-6 elementary specials classrooms (music education and physical education).

ARTICLE 7- TEACHING CONDITIONS

- A. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that effort shall be continued to seek and use textbooks and supplementary reading materials that contain the contribution of minority groups to the history, scientific, and social development of the United States. The parties will confer from time to time through the curriculum councils composed of the department heads and principals in each school for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to consider all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school equipped and maintained.

- B. The Board agrees to make available to the teachers in each school adequate typing and duplicating facilities and clerical personnel to aid teachers in the preparation of instructional material.

- C. The Board shall provide:
 - 1. A separate desk for each teacher in the district with a lockable drawer space.
 - 2. Suitable closet space for each teacher to store coats and other personal articles.
 - 3. Adequate dry mark board space in every classroom.
 - 4. Copies, exclusively for each teacher's use, for all texts used in each of the courses he/she is to teach.
 - 5. A suitable storage space in each classroom for instructional materials.
 - 6. Adequate technology and software for the purposes of grades and attendance, paper, pencils, pens, chalk, erasers, expo markers and other such material required in daily teaching responsibility.

- D. Telephone facilities shall be made available to teachers for their reasonable use.

- E. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.

- F. Upon the request of the Association, vending machines shall be installed in the teacher's lounge. Eighty percent of the proceeds from such machines shall be placed in the Dorothy Baker Scholarship fund created for that purpose. Said scholarship fund shall be administered jointly by the Association and the Administration.

- G. Faculty meetings may be set for the thirty (30) minutes immediately following or preceding the regular teacher day. When such meetings are longer than thirty (30) minutes, bargaining unit members may choose to remain voluntarily without pay. In addition, the building administrator may schedule up to three

60-minute meetings per year. Forty-eight hours' advance notice shall be given for such meetings.

- H. Student information pertaining to academic performance must be maintained on a weekly basis. It must reflect current work that is completed by the student. Attendance must be recorded twice a day in the elementary program and per course each hour, each day to meet pupil accounting requirements of teachers in the high school. All information must be available and current so that the parent school partnership can be strong and the student achievement information can be accurate and timely. Said information shall be disseminated through the Synergy Program or other mediums determined by the Board of Education.
- I. Prior to the start of each school year, Administration will meet with the GEA to develop a mutually agreed upon calendar of meeting dates. These meetings will include, but are not limited to staff meetings, Professional Learning Community meetings, and Child Study meetings. In an effort to meet FAPE services, a special education representative mutually agreed upon by Administration and GEA, will be included in the planning process.
- J. Administration will provide agendas to teaching staff 48 hours prior to all scheduled meetings.
- K. An administrator will be present at all Professional Learning Community meetings and at Child Study meetings.
- L. Administrators will respond to teacher emails within 24 hours, unless they are absent or it is a weekend.
- M. All personnel will respond to emails within 24 to 48 hours. Urgent matters

ARTICLE 8- PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the last teacher work day in June.
- B. Student teacher assignments shall not be obligatory.

ARTICLE 9- VACANCIES PROMOTIONS AND TRANSFERS

The terms of this Article shall not apply to teachers who are subject to the Michigan Teachers' Tenure Act, as teacher placement, including the impact of any placement decision on any individual employee or the bargaining unit [Section 15(3)(j)], and personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or when recalling personnel or hiring after a reduction [Section 15(3)(k)], are prohibited subjects of bargaining.

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees who are not subject to the Michigan Teachers' Tenure Act. Requests by an employee who is not subject to the Michigan Teachers' Tenure Act for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgement so determines, such a vacancy in positions for employees who are not subject to the Michigan Teachers' Tenure Act may

be filled on a temporary basis until the end of the current semester at which time the position will be considered vacant.

- C. The Board declares its support, when feasible, of filling teaching vacancies from within its own for employees who are not subject to the Michigan Teachers' Tenure Act. Whenever such vacancy arises or is anticipated during the normal school year, the superintendent shall notify the Association and promptly post notice of same on a bulletin board in each school building for no less than three weeks, except by mutual consent, before the position is filled. Vacancies for positions that are not subject to the Michigan Teachers' Tenure Act shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions that are not subject to the Michigan Teachers' Tenure Act shall be posted with accompanying job description. The Board or its designee shall be the sole judge of qualifications.

- D. Whenever vacancies that are not subject to the Michigan Teachers' Tenure Act occur during the normal summer months when school is not in session, the following procedures heretofore outlined shall be followed:
 - 1. Current employees who believe they possess the qualifications for the posted position may apply for the position in accordance with the defined time lines.
 - 2. The association will be notified of all vacancies that occur during the summer months. The association shall make said notices available to the members.

- E. An involuntary transfer of an employee who is not subject to the Michigan Teachers' Tenure Act will be made only when it is determined essential for maintaining a stable and uninterrupted academic program for students. The Superintendent shall notify the affected employee and the Association of the reasons for such a transfer. The employee will be informed of the reasons for the transfer and the likely duration of the transfer.

- F. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have under this Agreement prior to such transfer to supervisory or executive status, except that no seniority will be granted for years of administrative service.
- G. Bargaining unit members currently holding Schedule B position(s) with a satisfactory Schedule B evaluation, based on a job description mutually written and agreed upon by both parties (GEA and administration) at a later date, must respond to administrative inquiry by April 30 to retain said position(s). The Board will post a total list of extra-curricular position vacancies both internally and externally by June 1 of each year. Teachers and external candidates will have 10 school days to make application for posted positions. Positions not posted will be considered filled for the next school year by the person holding that position during the current year. Vacancies in extra-curricular positions will be filled with the most qualified candidate.
- H. The Association shall be notified in writing of new positions created after June 1 and shall be given 10 days after notification to apply for the position.
- I. When the district is made aware of an open athletic coaching position, the position will immediately be posted on an internal basis.

ARTICLE 10- LEAVE TIME

- A. At the beginning of each school year each teacher shall be credited with ten (10) leave days. Unused days shall accumulate to a total of ninety days (90). Unused days past ninety will be paid to the teacher at the most recent rate of substitute pay.
- B. A member of the bargaining unit who has been continuously employed by the Genesee School District shall be eligible for an accumulated leave day payout at retirement. The unit member may accumulate up to 90 days of

leave. Eligible unit members will be paid at the substitute rate at the time of their retirement.

- C. A teacher may be asked to document any use of more than two (2) consecutive leave days.
 - 1. A teacher planning to use a leave day must notify his/her building administrator and create an absence in the District approved substitute system (AESOP) as far in advance as possible or by 6:00 am on of said leave day. A leave day may not be used before or after a holiday or vacation period without prior approval of the administration. Complete Appendix O. Documentation will be kept by Administration and a copy will be given to the Association.
 - 1. The use of three or more leave days to provide an additional vacation period will not be allowed without the prior approval of the Administration. Complete Appendix O.
 - 2. The use of a leave day will not be allowed on a scheduled professional development day without prior approval of the administration. Complete Appendix O.
- D. Bereavement Leave: Where distance precludes attendance by a school representative at the funeral, a bereaved bargaining unit member shall be allowed one day for travel.
- E. The Board shall furnish each teacher with a written statement by the first pay of each school year setting forth total leave credit.
- F. A teacher who becomes eligible for benefits purchased from the Short Term Disability Insurance shall be granted a leave of absence without pay for the duration of the illness or disability or until long term disability becomes available, whichever is shorter. Such leave under short/long term disability will be extended with full insurance coverage for a maximum of two semesters by request of the teacher. A doctor's statement must be presented, if requested. A teacher whose leave has been extended into a new school

year has the option of returning to his/her position at the beginning of that new year if he/she notifies the Superintendent of his/her intentions by the preceding July 15 or at the beginning of the second semester if he/she notifies the Superintendent of his/her intentions by the preceding December. Upon return from such leave the teacher shall be assigned to the same or an equivalent teaching position.

- G. Absence due to a disabling injury incurred in the course of the teacher's employment shall not be charged against a teacher's leave days. Any eligible compensation will be that of Workers Compensation. Salary for the five working day waiting period between Workers Compensation shall be covered by the Board.
- H. A teacher called for jury duty shall serve as required and will not be deprived of any professional advantage. A teacher compelled to appear in arbitration, negotiation, mediation or fact-finding proceeding pertaining to Genesee Schools shall not be deprived of any professional advantage. A teacher will be given one leave day to give testimony before any judicial or administrative tribunal. Additional days may be granted on mutual consent of the Board and the Association.
- I. At the beginning of the school year the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association shall notify the Board forty-eight hours in advance of said business.
- J. A teacher scheduled for annual training sessions for military reserves shall be compensated for the difference between the teaching pay received and the pay received for the performance of such obligation. Every effort shall be made on the part of the teacher to schedule these training sessions during non-teaching days. The teacher shall also be given the option to use annual leave days for this obligation. Should leave days be used, no further compensation shall be given.

- K. A military leave of absence shall be granted to any teacher who is called to active duty in any branch of the Armed Forces of the United States. It is further provided that:
1. The teacher shall be compensated for the difference between the teaching performance pay and pay received for the performance of such duty.
 2. The teacher shall maintain full benefits during this leave of absence.
 3. The teacher shall receive full seniority and full credit on the salary schedule for all time spent on such leave.
 4. The reinstatement will be to the teacher's former position, if available, or his/her area of certification immediately following discharge from duty.
 5. The teacher, upon reinstatement, shall be entitled to all Schedule B positions held before such leave began. Reinstatement to said position will be as soon as practicable and the least disruptive to the program.
- L. Whenever school is closed for Act of God Days, teachers will not be charged for preapproved absences. This shall not apply if the teacher is not available for work, i.e. out of the area or on long-term sick leave.
- M. Attendance incentive. A bargaining member who does not use any leave time during one school year, can earn the following increase after the end of the school year. At the end of each school year there will be an attendance incentive per the following: Zero leave days used=\$1000 bonus, 1-2 leave days used= \$500 bonus.
- N. Any bargaining unit member who wishes to use less than a full leave day during the current school day will need to have that approved by the building administrator.
- O. All requests for time off on Professional Development days must be approved in advance, by administration, in writing.

ARTICLE 11- UNPAID LEAVE OF ABSENCE

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

4. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as she would have been had she taught in the district for that period.
- C. A leave of absence shall be granted upon application for the purpose of serving as an officer of the MEA or NEA. It is agreed that such leaves shall be for a period of one year and may be extended for additional time upon mutual consent. Upon returning the teacher shall be assigned the same or equivalent teaching position and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- D. The Board shall grant to any teacher a leave of absence for the purpose of adoption. Such leave shall commence no earlier than 10 days before the adoption and shall extend so that the teacher can return at the beginning of the semester following adoption or at the beginning of the next two subsequent semesters and further provided that:
1. The reinstatement shall be to the teacher's former position.
 2. A teacher on adoption leave shall receive insurance benefits provided for under this contract through the end of the next full semester following the adoption provided that a teacher who chooses to extend such leave as indicated above may have the option of paying for insurance benefits at the group rate.
 3. A teacher on adoption leave shall upon return be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district for that period.
- E. A leave of absence shall be granted to any bargaining unit member for purpose of Dependent Child Care. Said leave shall begin upon the request of the teacher. A Dependent Child Care Leave may be requested and granted for the following reasons: seriously ill children, terminally ill children, or raising young children. The teacher may return at the beginning of the next

semester or, at the option of the teacher the leave may be extended so the teacher may return at the beginning of either of the next two subsequent semesters for a period of one year. A Dependent Child Care Leave may be extended for additional time upon mutual consent, and further provide that:

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

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

G. A teacher on unpaid leave foregoes their Schedule B duties and stipend for the duration of their leave.

ARTICLE 12- MENTOR PROGRAM

A mentor teacher shall be defined as a Master teacher as identified in section 1526 of the school code and shall perform duties as specified in the code. Mentor Teachers shall be tenured members of the bargaining unit. The District shall notify the Association of each pairing.

Each bargaining unit member in his/her first three years in the classroom, and/or their first year in Genesee School District, shall be assigned a mentor as

outlined above. The duties of the mentor will be to provide professional support and guidance, and to offer assistance, resources and information in order to assist the teacher. Upon request, the administration may make available release time for the purpose of accomplishing the duties as herein described. Within the first three years of employment, each mentee shall have 15 days of District provided professional development time. Mentors shall receive \$300.00 per each full school year of mentoring duty.

ARTICLE 13- PROFESSIONAL BEHAVIOR

- A. The Board shall promptly notify the teacher within 24 hours of alleged deficiencies. Alleged breaches of discipline shall be promptly reported to the Association within 24 hours.

ARTICLE 14- JOB RECOMMENDATIONS AND RELEASE FROM CONTRACT

- A. Job recommendations may be made by the Board or its representatives to any school district requesting such information. It is agreed that such recommendation shall be a compilation of all evaluations made prior to receipt of such request, and shall include an explanation of the rating scale where applicable.
- B. The Board and the Association recognize The Michigan Teacher Tenure Act dictate the terms by which a staff member may be demoted or discharged from employment in the Genesee School District.
- C. Each teacher shall have the right, upon request to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in the review. Each teacher's personal file shall contain the following minimum items of information:
- Required medical information
 - All teacher evaluation reports
 - Copies of annual contracts
 - Teacher Certificate
 - A transcript of academic records

- Criminal Records check results

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

ARTICLE 15- CONTINUITY OF OPERATIONS

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

ARTICLE 16- SCHOOL CALENDAR

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

ARTICLE 17- PROFESSIONAL COMPENSATION

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

Step 1	\$1550
Step 2	\$2550
Step 3	\$3700

- C. For the 2022-2023 school year, any teacher who is on a step lower than his/her number of years of service in Genesee shall be reclassified on the salary schedule to reflect number of years of service in the Genesee School District.
- D. A teacher shall be granted up to two years credit on the salary schedule for military service provided:
 - 1. The teacher was drafted.
 - 2. The teacher possesses an honorable discharge.
 - 3. At the time of being drafted the teacher had completed standards of certification.
 - 4. That upon discharge the teacher is employed as a teacher.
- E. Credit may be given to newly hired teachers gained prior to service at Genesee School District at the discretion of the Superintendent so long as teachers already employed at Genesee School District have been credited

with their full years of service at Genesee School District on the salary schedule; or with written consent from the GEA.

- F. Part-time teacher salaries are determined by the following:
 - b. Teach (3) hours and a Guided Instruction or work hour (.6 of time-no prep period paid)
 - c. Teach (2) hours and a Guided Instruction or work hour is (.4 of a teacher – no planning paid)
- G. Bargaining unit members who are asked to teach an additional hour will be compensated 8% of their current salary for each semester they teach.
- H. A teacher's hourly rate shall be determined by dividing the salary by total work days divided by eight hours.
- I. Teachers involved in voluntary extra duty assignments as set forth by Appendix B which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- J. Department heads shall be assigned for the department listed in Appendix B 1 and shall be compensated at the indicated rate.
- K. A teacher who was laid off but is recalled prior to the 4th Friday of the first semester shall repay to the Genesee School District any unemployment compensation which he/she received during the summer.
The Board agrees to indemnify the Association for any cost, damages, or liability including legal costs, which may be assessed against the Association as a result of this Section.
- L. Each teacher shall have a choice of twenty-one or twenty-six pays. Notice of such choice shall be made on the first work day of the new school year. Such choice may not be changed until the next succeeding school year.
- M. The "Curriculum Rate" shall be set at \$25 per hour or \$100 a day.

N. For the duration of this contract, the Board will designate funds for merit pay. Teachers earning a highly effective rating will receive a portion of the allocation.

ARTICLE 18- INSURANCE PROTECTION

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

GEA members will pay the difference between the hard cap (annually determined by the legislature) and the cost of the selected insurance plan, MESSA ABC 1 or MESSA ABC 2 of medical insurance costs. The amount will be withheld over 21 or 26 pays in pre-tax dollars through a Cafeteria Plan 125 – Election Agreement and Pre-Tax Compensation Reduction Agreement. Under IRS rules, an individual cannot possess a flexible spending account with an HSA Plan. The membership is responsible for the cost of the medical health plan that exceeds the annually adjusted hard cap allowed by the state of Michigan. These dollars will be deducted through payroll deduction.

PAK A: HEALTH:

- MESSA ABC1 \$1350/\$2700 Deductible
(Optional: District prefunded HSA \$950/1900) (Members may elect not to accept prefunded HSA)
- MESSA ABC RX

Pak Rate: Quote 225643–

LONG TERM DISABILITY –

- 70% of salary
- \$6,000 maximum
- 90 Calendar Days Modified Wait
- Pre-existing condition waiver
- Freeze on offsets
- Alcoholism/Drug – Same as any illness
- Mental/Nervous – Same as any illness

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

VISION – VSP 3Plus

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

PAK B:

LONG TERM DISABILITY – same as above

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

VISION – VSP 3+

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

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

PAK C: HEALTH:

- MESSA ABC2 \$2000/\$4000 Deductible (Optional: District prefunded HSA\$950/\$1900) (Members may elect not to accept prefunded HSA)
- MESSA ABC RX

Pak Rate: Quote 225643–

LONG TERM DISABILITY –

- 70% of salary
- \$6,000 maximum
- 90 Calendar Days Modified Wait
- Pre-existing condition waiver
- Freeze on offsets
- Alcoholism/Drug – Same as any illness
- Mental/Nervous – Same as any illness

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

VISION – VSP 3Plus

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

A. Teachers working less than full time shall receive a prorated amount toward MESSA ABC 1 OR MESSA ABC 2

Insurance according to the following:

Less than $\frac{1}{4}$ time	none
$\frac{1}{4}$ to less than $\frac{1}{2}$ time	25%
$\frac{1}{2}$ to less than $\frac{3}{4}$ time	50%
$\frac{3}{4}$ to full time	100%

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

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

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

ARTICLE 19- STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom. Whenever it appears that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in responsibilities with respect to such pupil.
- B. It is recognized that student discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when student discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon

the child's desirable characteristic. A teacher may use such reasonable physical force as is necessary to protect himself/herself from attack or to prevent injury to another student.

- C. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or his/her designee, as promptly as his/her teaching obligations will allow (if requested) full particulars of the incident in writing.
- D. Any assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement or judicial authorities.
- E. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- F. Time lost by a teacher in connection with incidents mentioned in this Article shall not be charged against the teacher provided; however, this Section shall not protect a teacher convicted of a criminal charge.
- G. The Board will reimburse teachers for the actual amount incurred for any loss up to \$250.00 not covered by insurance or deductibles for damage or destruction of clothing or personal property of the teacher while on duty on school premises, not including normal accidental damage. Parking in a secure, designated and maintained location will be provided for teachers.
- H. Any complaints directed toward a teacher shall be reported within 24 hours to the teacher and shall include the nature of the complaint and

complainant. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE 20- PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher, as defined in Article 2, Section A or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. In event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative.
- B. If, as a result of the informal discussion with the appropriate administrator a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in Appendix E signed by the Grievant and a representative of the Association, which form shall be available from the Association representative in each building. Two copies of the grievance form shall be delivered to the principal within ten calendar days of the informal meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- C. Within ten (10) calendar days of the receipt of the grievance the principal shall meet with the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) calendar days of such meeting and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made by the principal within ten (10) calendar days of such meeting, the grievance shall be transmitted to the superintendent within ten (10) calendar days. Within ten (10) calendar days, the superintendent or

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

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

expiration of this Agreement, any claim or Grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 21 - NEGOTIATION PROCEDURES

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

A designated representative of each team will meet to prepare the agenda for each meeting. Attendants at the meetings will be the Superintendent, Association President, and members of the respective bargaining teams as deemed necessary by either party. Meetings shall not be held with fewer than two representatives of either side. Should such meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to affect temporary accommodations to resolve special problems.

- P. The Association shall designate a teacher in each school building as the Association Representative (A.R.). The principal and the A.R. may meet at least once each month for the purpose of reviewing the administration of the contract and to resolve any problem, which may arise. The meetings are not intended to bypass the grievance procedure.
- Q. Between March 1 and June 30 the parties shall initiate negotiation for the purpose of entering into a successor Agreement. Nothing in this clause shall prohibit the initiation of negotiations at a mutually agreeable time.
- R. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties

mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three signed copies of the final agreement for the purpose of record. One copy retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE 22- MISCELLANEOUS PROVISIONS

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

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

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

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

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

- H. The Association disagrees with the provisions of Public Act 4.

ARTICLE 23- DURATION OF THE AGREEMENT

This Agreement shall be effective as of August 19, 2020 and shall continue in effect until August 31, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Genesee Education

President

Negotiator

Negotiator

Negotiator

Negotiator

MEA

Association Genesee Board of Education

President

Vice-President

Secretary

Treasurer

Trustee

Trustee

Trustee

APPENDIX B- EXTRA CURRICULAR SCHEDULE

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

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

GAME MANAGEMENT POSITIONS-----	\$40 JH/\$50 HS
VARSITY FOOTBALL* -----	10%
VARSITY FOOTBALL ASST.* -----	7%
JUNIOR VARSITY FOOTBALL* -----	7%
JUNIOR VARSITY FOOTBALL ASST.* -----	5%
JUNIOR HIGH FOOTBALL -----	5%
JUNIOR HIGH FOOTBALL ASST. -----	4%
VARSITY BOYS' BASKETBALL -----	10%
VARSITY GIRLS' BASKETBALL -----	10%
J.V. BOYS' BASKETBALL -----	7%
J.V. GIRLS' BASKETBALL* -----	7%
JUNIOR HIGH BOYS' BASKETBALL (8) -----	4%
JUNIOR HIGH GIRLS' BASKETBALL (8) -----	4%
JUNIOR HIGH BOYS' BASKETBALL (7) -----	4%
JUNIOR HIGH GIRLS' BASKETBALL (7) -----	4%
VARSITY GIRLS' VOLLEYBALL -----	10%
JUNIOR VARSITY GIRLS' VOLLEYBALL -----	5%
JUNIOR HIGH GIRLS' VOLLEYBALL (8) -----	4%
JUNIOR HIGH GIRLS' VOLLEYBALL (7) -----	4%
VARSITY BASEBALL -----	8.5%
JUNIOR VARSITY BASEBALL -----	5%
JUNIOR HIGH BOYS BASEBALL -----	4%
***JH & VARSITY TRACK GIRLS and BOYS -----	8%
TRACK ASST. (only if track team exceeds 30)-----	3%
CROSS COUNTRY -----	6%
VARSITY GIRLS' SOFTBALL -----	8.5%
JUNIOR VARSITY GIRLS' SOFTBALL -----	5%
JUNIOR HIGH GIRLS' SOFTBALL -----	4%
J.V. AND VARSITY CHEERLEADING – FOOTBALL -----	2.5%

YEARBOOK SPONSOR -----	3%
SCHOOL PHOTOGRAPHER -----	1%
SCHOOL COUNCIL ADVISOR -----	6%
PLAY DIRECTOR -----	3%
TECHNICAL DIRECTOR -----	2%
DIRECTOR OF MUSIC-----	7%
NATIONAL HONOR SOCIETIES -----	2%
JR. HIGH AND HIGH SCHOOL QUIZ BOWL TEAMS -----	2%
POM SQUAD -----	2%
SENIOR SPONSOR -----	3%
JUNIOR SPONSOR -----	3%
SOPHOMORE SPONSOR -----	2%
FRESHMAN SPONSOR -----	2%
EIGHTH GRADE SPONSOR -----	1%
SEVENTH GRADE SPONSOR -----	1%
BOYS AND GIRLS BOWLING -----	6%
PBIS COACH at Elementary & Secondary-----	4%
PBIS TIER 2 COORDINATOR at Elementary % Secondary -----	2%
ELEMENTARY VIDEO ANNOUNCEMENTS-----	2%
SECONDARY VIDEO PRODUCTIONS -----	2%

SCHOOL IMPROVEMENT TEAM MEMBERS -----\$150/year
 Must attend 8 of 9 monthly after school meetings to review school improvement data, needs, plan for action steps, etc.

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

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

*Practice begins two (2) weeks before school begins

**Includes (10) days before school begins

*** The Junior High and Varsity Track Coach Position is combined if less than 75 total secondary students are participating.

NON GEA COACHES MAY BE CONTRACTED THROUGH A CONTRACTING SERVICE.

SCHEDULE B EVALUATIONS

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

APPENDIX B 1-DEPARTMENT HEADS

HIGH SCHOOL

LANGUAGE -----	4%
MATH -----	4%
SOCIAL SCIENCE -----	4%
VOCATIONAL -----	2%
SCIENCE -----	4%

ELEMENTARY SCHOOL

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

Job descriptions and meeting requirements will be agreed upon by both parties (bargaining unit and administration) in a collaborative process.

APPENDIX C- 2022-2023 SCHOOL CALENDAR

August 29 - 30 Professional Development 8:00 am to 3:00 pm
August 31 Professional Development 12:00 pm to 4:30 pm
Open House 5:30 pm – 7:00 pm
Virtual PD (6 hours) must be completed on or before September 30

September 6 Students First Full Day of School

November 1 **NO SCHOOL K-12 for Students** – Staff Professional Development (6 Hours)

November 4 End of the First Marking Period (42 Days)

November 16 Grades Due

November 17 Parent/Teacher Conferences K-12 – Report Cards Given Out at Conferences
Elem Students Dismiss @ 11:45 am - Conferences 1:30 pm – 6:00 pm
JH/HS Dismiss at 2:40 pm (Full Day) Conferences 5:00 pm – 7:00 pm

November 18 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

November 21 **NO SCHOOL K-12 for Students** – Staff Professional Development (6 Hours)

November 22 - 25 **NO SCHOOL K-12 Thanksgiving Break**

December 22–January 3 **NO SCHOOL Winter Break** Students Return on January 4, 2023

January 16 **NO SCHOOL K–12 ML King Jr. Day**

January 19 - 20 Exams 7-12, JH/HS Dismiss at 11:00 am & Elem @ 11:45 am

January 20 End of the Second Marking Period/First Semester (42 Days)

January 30 Grades Due

January 31 Report Cards Sent Home with Students

February 17 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

February 20 **NO SCHOOL K-12 President's Day**

February 21 **NO SCHOOL K-12 for Students** – Staff Professional Development (6 Hours)

March 24 End of the Third Marking Period (44 Days)

March 27 - 31 **NO SCHOOL K-12 Spring Break** Students Return April 3, 2023

April 7 - 10 **NO SCHOOL K-12 Easter Break**

April 12 Grades Due

April 13 Parent/Teacher Conferences K-12 – Report Cards Given Out at Conferences
Elem Students Dismiss at 11:45 am Conferences 1:30 pm – 6:00 pm
JH/HS Dismiss at 2:40 pm (Full Day) Conferences 5:00 pm – 7:00 pm

April 14 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

May 25 Graduation @ 7:00 pm

May 29 **NO SCHOOL K–12 Memorial Day**

June 14 & 15 Exams 7-12 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

June 15 End of the Fourth Marking Period/Second Semester (51 Days)

June 22 Grades Due

June 23 Report Cards Mailed Home

Elementary Hours: 8:05 am – 3:13 pm

High School Hours: 7:40 am – 2:40 pm

APPENDIX C1- 2023-2024 SCHOOL CALENDAR

August 28 - 29 Professional Development 8:00 am to 3:00 pm

August 30 Professional Development 12:00 pm to 4:30 pm

Open House 5:30 pm – 7:00 pm

Virtual PD (6 hours) must be completed on or before September 30

September 5 Students First Full Day of School

November 1 NO SCHOOL K-12 for Students – Staff Professional Development (6 Hours)

November 3 End of the First Marking Period (42 Days)

November 15 Grades Due

November 16 Parent/Teacher Conferences K-12 – Report Cards Given Out at Conferences

Elem Students Dismiss @ 11:45 am - Conferences 1:30 pm – 6:00 pm

JH/HS Dismiss at 2:40 pm (Full Day) Conferences 5:00 pm – 7:00 pm

November 17 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

November 20 NO SCHOOL K-12 for Students – Staff Professional Development (6 Hours)

November 21 - 24 NO SCHOOL K-12 Thanksgiving Break

December 21–January 2 NO SCHOOL Winter Break Students Return on January 3, 2024

January 15 NO SCHOOL K–12 ML King Jr. Day

January 18 - 19 Exams 7-12, JH/HS Dismiss at 11:00 am & Elem @ 11:45 am

January 19 End of the Second Marking Period/First Semester (42 Days)

January 29 Grades Due

January 30 Report Cards Sent Home with Students

February 16 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

February 19 NO SCHOOL K-12 President’s Day

February 20 NO SCHOOL K-12 for Students – Staff Professional Development (6 Hours)

March 22 End of the Third Marking Period (44 Days)

March 25 – April 1 NO SCHOOL K-12 Spring Break Students Return April 2, 2024

April 10 Grades Due

April 11 Parent/Teacher Conferences K-12 – Report Cards Given Out at Conferences

Elem Students Dismiss at 11:45 am Conferences 1:30 pm – 6:00 pm

JH/HS Dismiss at 2:40 pm (Full Day) Conferences 5:00 pm – 7:00 pm

April 12 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

May 23 Graduation

May 27 NO SCHOOL K–12 Memorial Day

June 11 & 12 Exams 7-12 Early Dismissal JH/HS @ 11:00 am & Elem @ 11:45 am

June 12 End of the Fourth Marking Period/Second Semester (51 Days)

June 19 Grades Due

June 21 Report Cards Mailed Home

Elementary Hours: 8:05 am – 3:13 pm High School Hours: 7:40 am – 2:40 pm

APPENDIX D – 2022-2024 SALARY SCALE

GENESEE SCHOOL DISTRICT				
GEA TEACHER SALARY SCHEDULE				
	BA	BA+15	MA	MA+15
0	\$ 40,148	\$ 41,265	\$ 43,216	\$ 45,377
0.5	\$ 40,595	\$ 42,296	\$ 44,331	\$ 46,548
1	\$ 41,042	\$ 43,327	\$ 45,447	\$ 47,719
1.5	\$ 42,157	\$ 44,526	\$ 46,897	\$ 49,242
2	\$ 43,271	\$ 45,725	\$ 48,346	\$ 50,763
2.5	\$ 44,275	\$ 46,757	\$ 49,879	\$ 52,373
3	\$ 45,278	\$ 47,788	\$ 51,412	\$ 53,983
3.5	\$ 46,617	\$ 49,265	\$ 52,862	\$ 55,505
4	\$ 47,955	\$ 50,743	\$ 54,313	\$ 57,029
4.5	\$ 49,544	\$ 52,332	\$ 56,015	\$ 58,816
5	\$ 51,135	\$ 53,922	\$ 57,715	\$ 60,601
5.5	\$ 52,667	\$ 55,567	\$ 59,388	\$ 62,357
6	\$ 54,200	\$ 57,211	\$ 61,059	\$ 64,112
6.5	\$ 55,888	\$ 58,996	\$ 63,067	\$ 66,220
7	\$ 57,574	\$ 60,780	\$ 65,074	\$ 68,328
7.5	\$ 59,514	\$ 62,900	\$ 67,110	\$ 70,466
8	\$ 61,451	\$ 65,019	\$ 69,145	\$ 72,602
8.5	\$ 62,207	\$ 67,402	\$ 71,710	\$ 75,296
9	\$ 65,744	\$ 69,786	\$ 74,275	\$ 77,989
9.5	\$ 66,385	\$ 70,777	\$ 75,335	\$ 79,102
10	\$ 67,438	\$ 72,179	\$ 79,110	\$ 83,066

APPENDIX E
Grievance Report Form

Grievance Number _____

Public Schools Distribution Form

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance

2. Relief sought _____

Signature of Grievant Date

Signature of Authorized Association Representative

C. Disposition by Principal _____

Signature of Principal Date

D. Position of grievant and or association

Signature of Grievant Date

Signature of Authorized Association Representative

STEP II

A. Date received by Superintendent of schools or designee _____

B. Disposition by Superintendent _____

Signature of Superintendent Date

C. Position of Grievant and/or Chapter

Signature of Grievant Date

Signature of Authorized Association Representative

STEP III

A. Date received by Board of Education or designee _____

B. Disposition by Board _____

Signature by Board Designee Date

C. Position of Grievant and/or Chapter

Signature of Grievant Date

Signature of Authorized Association Representative

STEP IV

A. Date Submitted to arbitration _____

B. Disposition and award of arbitrator

Signature of Arbitrator

Date

APPENDIX F
GENESEE SCHOOL DISTRICT
_____ **Year**
PROBATIONARY CONTRACT
Genesee, Michigan _____ **20** _____

TO: _____

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

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

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

President

Trustee

Vice President

Trustee

Secretary

Trustee

Treasurer

..... Contract Salary
Genesee, Michigan, _____ 20 ____

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

Name _____

Address _____

APPENDIX G- SUPPLEMENTARY SALARY NOTICE

SCHOOL DISTRICT OF GENESEE

Date_____

To: _____

This supplementary salary notice covers extra-contractual assignments for the school year 20____ - 20____.

Assignment

Rate

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

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

Teacher

Superintendent

APPENDIX H- ANNUAL SALARY STATEMENT

For

Teachers on Continuing Tenure Contract

GENESEE SCHOOL DISTRICT, GENESEE COUNTY, MICHIGAN

Genesee, Michigan, _____ 20____

To: _____

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

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

Dr. Melody Strang, Superintendent

Teacher

APPENDIX I- CONTINUING TENURE CONTRACT

Genesee School District

Genesee, Michigan, _____ 20__

To: _____

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

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

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

President

Trustee

Vice President

Trustee

Secretary

Trustee

Treasurer

ACCEPTANCE

To the Board of Education, Genesee School District:

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

Name _____

Date _____

Address _____

APPENDIX J- TEMPORARY CONTRACT

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

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

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

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

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

By: _____
Superintendent Date

By: _____
Teacher Date

APPENDIX K

GENESEE SCHOOL DISTRICT

MEMO OF VERBAL WARNING

(yellow paper)

Name _____ Date _____

Situation: _____

EXPECTED CORRECTION: _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX L

GENESEE SCHOOL DISTRICT

REPRIMAND (blue paper)

NAME: _____ DATE: _____

SITUATION: _____

EXPECTED CORRECTION : _____

TIME ALLOTMENT: _____

Signature _____

APPENDIX M- LEAVE OF ABSENCE

GENESEE SCHOOL DISTRICT

I, _____ request a leave of absence of my own volition

For the following reason: _____

The leave will commence on _____. I will return on _____
month day year month day year

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

Signature _____

Date _____
month day year

APPENDIX N- TRANSFER REQUEST FORM

Genesee School District

Teacher _____

Date _____

Present Position _____

Position Requested _____

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

Reasons for the transfer request (optional):

APPENDIX O- LEAVE REQUEST FORM

BEFORE OR AFTER A HOLIDAY/BREAK
USE OF THREE OR MORE DAYS
PROFESSIONAL DEVELOPMENT

Genesee School District

Name

Building/Position

Date(s) of requested Day(s) _____ Number of Day(s)

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

Reason for Request

Date

Signature

Superintendent's Response _____ Granted _____ Denied

Reason for above

Date

Signature

Copy returned to GEA Member, GEA Association Secretary

