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ARTICLE I - Recognition

- A. The Board of Education of the School District of the City of Garden City, Michigan, (herein called the Board) hereby recognizes the Garden City Education Association (herein called the Association) as the sole and exclusive bargaining representative, as defined in Section 11, of Act 379 of the Michigan Public Acts of 1965, for all certificated and/or professional personnel under annual contract, on layoff status, on reserve status, or on leave as provided in this Agreement, and certificated continuing education personnel in credit programs employed by the Board. By way of example this bargaining unit includes, but is not limited to: counselors, psychologists, social workers, coordinators, part-time teachers involved in credit programs, driver education, librarians, consultants, G E D teachers, homebound teachers, alternative learning center teachers, program instructional teachers, Summer DLP, teachers of academic development and remedial programs, A.B.E., E.S.L., persons involved in curriculum development and evaluation programs unless otherwise excluded, all other professional support staff, all positions listed in Schedule B of this Agreement and all other persons whose job includes instruction or other duties regularly performed by bargaining unit members, both certified and non-certified, and all other certified persons unless specifically excluded by this agreement or any letter of agreement executed between the parties. Such representation shall include all personnel assigned to newly created teaching and/or professional positions unless the Board and Association shall agree in advance that such positions are principally supervisory and/or administrative. Such representation shall specifically exclude: superintendents, associate superintendents, executive directors, directors, supervisors, principals, associate principals, assistant principals, leisure time teachers, daily substitutes, non-certified personnel employed on an hourly basis, and preschool, and any other person with any responsibility for supervision of professional and/or non-professional personnel.
- B. The term "member" when used hereinafter in this Agreement, shall refer to all employees in the unit defined in "A" above. Any reference to male or female will be understood to be inclusive of all members of the Association.
- C. The Board agrees not to negotiate with any organizations other than the Association, in regard to this or any future contract of the bargaining unit members, for the duration of this Agreement.

ARTICLE II - Association and Member Rights

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board agrees that every member included in the bargaining or negotiation unit defined in ARTICLE I has the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations with the Board. As a duly elected body exercising governmental powers under the laws (or color of law) of the State of Michigan, the Board agrees that it will not, directly or indirectly, discourage, deprive, or coerce any member from enjoying any rights conferred by Act 379 of the Michigan Public Acts of 1965, other laws of the State of Michigan, or laws of the United States. The Board will not discriminate against any member with respect to hours, wages, or any other terms or conditions of employment by reason of: membership in the Association, participation in the Association's lawful activities, participation in collective bargaining or negotiations with the Board, or instituting a grievance(s), complaint or proceeding under this Agreement. Member rights regarding Board discrimination against a member for participation in statutorily-protected activities are specifically protected in Section B of this ARTICLE.
- B. Nothing contained in this Agreement shall be construed to deny or restrict any member rights granted under the laws of the State of Michigan and/or the laws of the United States. The rights granted to members in this Agreement shall be deemed to be in addition to those provided by the laws of the State of Michigan and/or the laws of the United States and members may enforce such rights in courts of competent jurisdiction.
- C. The Association and its members shall have the right to use equipment, materials and school building facilities for meetings concerning Association business, provided that such use does not conflict with prior scheduled activities and provided that no cost to the Board arises from such use or that such cost for such use shall be reimbursed to the Board by the Association. Bulletin board space shall be made available for use by the Association in each building's faculty workroom. Such space shall not exceed one-half (1/2) the available bulletin board space in each such workroom. The Association shall endeavor to keep such neat, orderly, and current. Where bulletin board space may not be available for use by part-time members, information will be dispersed to members through a cooperative effort between the Association and the Board.

Article II - continued

- D. During working hours the Association will use individual member mailboxes as the sole means of distributing written materials to members in school buildings. All items so distributed will carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for all written materials it distributes. This allowance to so distribute written materials does not imply full or partial agreement by the Board as to content or validity of information contained in such written materials. All written materials distributed by the Association under the terms of this Agreement will be removed only by the members to whom the individual mailboxes have been assigned. All other materials distributed to/by members within school buildings shall be of a personal non-commercial nature not related to hours, wages, or conditions of employment, or shall be directly related to instructional program.
- E. No member shall be prevented from wearing insignia of membership in the Association either on or off school premises so long as such does not interfere with the normal conduct of scheduled instructional programs.
- F. The Association may have announcements read over the intercom system in each school building. The content of such announcements shall be limited to the date, time, place, and group involved in Association meetings. Such announcements are to be made at times regularly scheduled for announcements within school buildings.
- G. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such does not interfere with or interrupt normal school operations or infringe upon any scheduled classroom activities.
- H. The Board agrees to furnish the Association, in response to request, all reasonably available information concerning the financial resources of the District, tentative budgetary requirements, allocations, and such other information as may assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of members, provided that such information has been presented to the Board and has been approved for release by the Board.
- I. The Board will notify the Association of any major budgetary, curriculum, and/or personnel changes which are proposed or under consideration so as to give the Association an opportunity to provide input regarding these changes.

Article II - continued

Major budgetary, curriculum, and/or personnel changes shall be defined to include, but not be limited to:

1. All layoff, recall and hiring of personnel
 2. Administrative changes
 3. Changes in course offerings, textbooks and related materials.
 4. Changes in district testing
 5. Changes in district revenue
 6. Changes in allocated expenditures
 7. Enrollment projections
 8. Demographics
- J. Members shall be entitled to full rights of citizenship, and no religious or political activities (or lack of such activities) of any member, which do not interfere with or disrupt prescribed instructional programs or normal school operations and/or procedures, shall be grounds for any discipline or discrimination with respect to the professional employment of such member. The private and personal life of any member, which does not interfere with or disrupt prescribed instructional programs or normal school operations and/or procedures, is not within the appropriate concern or attention of the Board. Nothing in this Agreement is to be construed as in any way restricting the rights of the Board under the Michigan Teacher Tenure Act.
- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, weight, or membership in or association with the activities of the Association.
- L. The Board shall not distribute, in any form, personal information, i.e., name, address, phone, evaluations, etc. to public or private concern(s) except as required by national, state or local statutes or as necessary to operate the school district, unless permission is granted by the member.
- M. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.
- N. The Board shall provide in-district mail (including all consortium buildings) pick up and delivery at least once every two weeks and shall endeavor to provide mail weekly.

ARTICLE III - Deductions for Professional Dues and Assessments and Agency Shop

- A. Members may at any time have the option of signing and delivering to the Board an assignment authorizing deduction of membership dues and assessments of the Association as per the conditions on the form devised by the Association. Such sum shall be deducted in equal installments from the regular salaries of such members and remitted promptly to the Association together with an accounting by source. Such deductions will begin no later than the second regular pay after notification by the Association. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization plus necessary and reasonable costs, including attorney's fees, incurred by the Board in connection therewith.
- B. In the event a member shall not pay the membership dues and assessments of the Association to the Association or execute an authorization for dues and assessments deduction in accordance with Section A of this ARTICLE, such member shall, as a condition of employment by the Board (to the extent permitted by the Public Employees' Relations Act), cause to be paid to the Association service fees in accordance with union procedures. The refusal of such member to pay such sum, to the extent permitted by the Public Employees' Relations Act, is recognized by the parties as reasonable and just cause for termination of employment. Termination proceedings would commence within thirty (30) days after the Association has notified the Board that such sum has been delinquent for more than thirty (30) days. The Association will indemnify and save harmless the Board for any and all costs incurred as a result of a termination proceeding and/or termination under this Section of this ARTICLE; including but not limited to: back wages, unemployment compensation, reasonable attorney fees, transcripts, and judgments.

ARTICLE IV - Professional Compensation

- A. The salaries of members covered by this Agreement are set forth in this Article and in Schedules A and B, which are attached to and incorporated into this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The full-time members' salary schedule, Schedule A, is based on a school year, as outlined in Article XVI of this Agreement, and shall end the second full week in June or as soon thereafter as State attendance requirements for students are met and covers scheduled work days only. Both the Board and the Association are cognizant of the possibility that an energy emergency could change the school calendar and schedule. If such an emergency is declared, a new school calendar and/or schedule shall be formulated by mutual agreement.
- C. When it is necessary to compute a daily rate for full-time members for the purposes of pay dock and/or balancing to contract, the contractual salary divided by the number of work days scheduled will be used. Scheduled member work days are indicated in Schedule E. Further, to determine the hourly rate for these same purposes, the full-time daily rate will be divided by the number of normal member daily work hours (excluding lunch periods). Normal full-time member daily work hours are indicated in Schedule D.
- D. The employer shall provide a pay option form to each full time member by May 15 of each year, and each full-time member shall return the form stating his or her election of pay option no later than June 1 of the year preceding the affected year.
- E. 1. A change of salary for a full-time member due to a higher level of educational attainment shall only be granted for semester hour credits earned from colleges of education as follows:
 - a. Colleges or universities who are members of:
 - Middle States Association of Colleges and Secondary Schools
 - New England Association of Colleges and Secondary Schools
 - North Central Association of Colleges and Secondary Schools
 - Northwest Association of Secondary and Higher Schools
 - Southern Association of Colleges and Schools
 - Western Association of Schools and Colleges
 - b. Credits earned at other four (4) year institutions in Michigan if said credits are accepted for transfer by an accredited teacher training college or university and are so reflected on that school's official transcripts.

ARTICLE IV, Continued

- c. Credits from other four (4) year, out-of-state teacher education institutions not included in "a" and "b" above, shall be reviewed and considered by the Superintendent or his designee for acceptance or rejection.
 - d. Credit hours obtained by members at colleges and universities, other than colleges of education covered by "a", "b" and "c" above, may be approved for advancement on the salary schedule if such directly relate to the teaching area of the individual member involved and have been approved in writing by the Superintendent or his designee prior to enrollment.
2. Credit hours earned before the beginning date of each semester shall be honored only if official transcripts or a letter of authority indicating the completion of academic credits, shall be received by the Personnel Office on or before November 1 or March 1 of any school year, and shall be retroactive to the beginning date of that respective semester. Official notification received after either of these indicated dates will not result in any change in salary status until the next following school semester, and shall not be retroactively considered.
 3. Credit hours mean semester hours.
 4. Each earned degree awarded which qualifies the staff member for salary compensation cuts off all previously earned credits. All such previously earned credits will be inapplicable for amassing credit hours for salary adjustments to be based on past degree hours of credit unless said credit hours are later accepted for use to fulfill requirements for an advanced degree.
- F. Members required in the course of their work to drive personal automobiles shall be compensated (starting with the 1994-95 school year) at the rate established by the IRS by the most direct route. This compensation shall be paid semi-annually.
- G. Any member who performs duties in addition to his/her normal work day, who has been compensated on an hourly basis as a matter of past practice, shall be compensated in one of the three (3) following manners at the member's option.

9/1/03-8/31/04	9/1/04-8/31/05	9/1/05-8/31/06	9/1/06-8/31/07	9/1/07-8/31/08
\$29.46	\$29.76 1 st semester \$30.35 2 nd semester	\$30.81	\$31.42	\$32.05

ARTICLE IV, Continued

1. The hourly rate determined by multiplying the then current annual BA base salary by .00077 as referenced above.
2. Full time members who are forced to forfeit their regularly scheduled planning period on more than five (5) occasions in a single semester, and to the extent that the planning time is not re-scheduled and received or compensatory time is not accepted by the member in lieu of monetary compensation, shall be compensated (beginning on the sixth (6th) occurrence) on the basis of an hourly pro-ration of their normal Schedule A salary.
3. A full time member may accumulate one hour of compensatory time for such class period. Accumulation of six such hours will entitle the member to a total of one leave day. The member must give a twenty-four hour notice when applying for compensatory day. This leave day shall be granted but shall not be used for purposes excluded elsewhere in Article XV, Section A of the contract.

A part-time member may accumulate compensatory time on an hour-per-hour basis as approved by administration.

- H. 1. Part-time members, including summer school employees, shall be paid the following amounts per hour of instructional time:

9/1/03-8/31/04	9/1/04-8/31/05	9/1/05-8/31/06	9/1/06-8/31/07	9/1/07-10/31/08
\$29.46	\$29.76 1 st semester \$30.35 2 nd semester	\$30.81	\$31.42	\$32.05

Beginning with the 1999-00 school year, the hourly rate shall be determined by multiplying the then current annual BA base salary by .00077 as reference above.

2. Members paid in accordance with H.1. of this Article shall receive:
 - a. Preparation time in the amount equal to 15% of each hour of teacher/counselor responsibility.
 - b. Payment for preparation time will be made concurrently with hourly pay.
 - c. If a member has reported to work and/or taught one class period and the class is subsequently canceled by the administration, the member will receive 50% of the preparation pay allowable for the semester.
- I. Members involved in extra duty assignments, involving additional time beyond the maximum required work week, shall be compensated in accordance with the provisions of Schedule B which is attached to and incorporated into this Agreement.

ARTICLE IV, Continued

- J. The Board shall provide such group insurance coverage as indicated in Schedule C.
- K. Any full-time member contracted to work in his regularly assigned position immediately prior to and/or immediately after the regular school year shall be compensated on a prorated basis in accordance with Section C of this Article for such period(s) of work, and shall be entitled to use accumulated fringe benefits during such period(s) of work, and otherwise have all of the benefits of this Agreement during such period(s). Such assignments will be made on as fair and equitable a basis as possible.
Full time members assigned to a regular, daily work schedule which exceeds the contractually established required time of classroom teachers (reporting time to leave time) and full time members who are required to forfeit on a daily basis a portion of their regular planning time to travel between buildings, shall be compensated for the additional time they are required to work on the basis of a pro-ration of their Schedule A salary. It is understood that this provision applies only to district mandated work assignment.
- L. Full-time secondary members having a six (6) hour instructional schedule will be paid one-sixth (1/6) their regular salary for the additional hour. Such shall not include emergency class substitution or voluntary lunchroom supervision in lieu of a preparation period which will be paid in accordance with "G" above.
- M. Effective September 1, 1976, the Board will pay the five percent (5%) contribution to the Michigan Public School Employees' Retirement Fund, on wages earned on or after September 1, 1976, in lieu of members paying such contributions. Any contribution paid to the Michigan Public School Employees' Retirement Fund by members (on wages earned on or after September 1, 1976) between September 1, 1976 and ratification of this Agreement shall be reimbursed to the members by the Board.
- N. If, for any reason, the state does not count some part of a school day or year for retirement purposes, this money will be paid to the member directly instead of to the state.
- O. The Board agrees not to enter into any lawsuit which seeks to deny pension credit to any employee injured on the job for the district.
- R. Association members who retire from the district and subsequently are reemployed as district substitutes, shall be reimbursed the cost of obtaining required criminal history reports after working for the district as a substitute for forty-five (45) days.

ARTICLE V - Full Time Teaching Loads

- A. The normal weekly teaching load in the secondary schools will be twenty-five (25) teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load for members assigned to elementary classrooms shall be twenty-five (25) hours and fifty (50) minutes of instruction and five (5) periods to be used for preparation. In addition to planning time specified in Schedule D, release time for elementary teacher planning shall be provided in accordance with settlement of grievances 9293-03/04 as attached and as part of Schedule D.
- In the determination of assignments, all reasonable attempts will be made to balance the workload between members as fairly and equitably as possible. Secondary members who are annually selected by their department members and approved by the building principal to serve as department coordinators will have a normal teaching load of twenty (20) classes and ten (10) periods to be used for preparation. At the secondary level, teacher preparations shall be balanced so as to ensure no teacher will be required to teach more than three (3) preparations in any semester.
- B. Members may be required to substitute during their preparation periods in emergency situations. Members may also be required to substitute in an emergency for part of or the entire day when their assignment does not require their presence with the same students daily, provided that all reasonable efforts, including cancellation of member participation in in-district school related functions, to secure a substitute have been exhausted. Emergencies shall be: acute illness, death, accident, sudden family responsibilities, and other circumstances deemed appropriate which occur during the school day. Under no circumstances will absences resulting from a member's involvement in in-district school related functions be considered emergencies, without the approval of the Association President.
- C. Members, other than those who meet the same students daily and for whom assigned preparation time has been scheduled, shall be provided with an amount of assigned preparation time adequate to perform their duties.
- D. 1. The administration shall schedule four (4) half days of released time between the 11th and 14th week of the first semester for First through Sixth grade members for the expressed purpose of holding parent-teacher conferences. The kindergarten members shall hold conferences with the parents of those

ARTICLE V, Continued

- children for whom the member and/or principal deems conference necessary.
2. The members and building principals shall cooperate in scheduling parents so as to minimize conflicts and maximize parent contact. If, because of difficulties in scheduling, a member is unable to hold a conference with every parent during said released time, the member will schedule conferences with remaining parents before or after school. The administration shall also schedule one-half (1/2) day of released time between the seventh (7th) and ninth (9th) weeks of the second semester for all elementary members for the purpose of holding conferences with the parents of those children for whom the member and/or principal deems conferences necessary. A contact (phone or letter) will be made with those parents who are not scheduled for a conference during the second semester in order to inform those parents of their children's progress.
 3. The Board and Association agree the calendar set forth in Schedule E may be adjusted to accommodate the scheduling of parent-teacher conferences. Such adjustments will be made if the majority of the members, the Association, and administration mutually agree to same.
- E. The Board agrees that member activities in the specific areas of P.T.A. attendance, club activity, civic functions, and orientation camp shall be on a voluntary basis; the Association agrees that participation in "open house" activities shall be the responsibility of the member. Further, the Association recognizes the value of co-curricular programs and encourages members to assume the responsibility of active participation therein.
- F. If a member is directed in an emergency situation to assume responsibility for another member's student(s) by an administrator, the member will be compensated as per Article IV, Section G of this Agreement.

ARTICLE VI - Full-Time Member Assignment

The Board and Association recognize that proper member placement is in the best interest of the district and its students.

- A. Notice of tentative assignment shall be given to members as soon as practicable, but not later than Wednesday following the second regular Board of Education meeting in May barring any unforeseen circumstances.
- B. The Board will maintain present staffing assignments wherever possible.
- C. Members shall not be assigned outside the scope of their teaching certificate on a regular basis.
- D. In the determination of assignments, the convenience and wishes of the individual member will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board. **Individual members may request that a statement of reasons for their assignment be given to them.** In the event that a member objects to the assignment, the Association may, upon request of such member, send a representative to meet with the member and the Superintendent or his designee to discuss the assignment. The intent of this section is not to change who would be laid off, nor to negate any other assignment and transfer language. The intent of this section is to allow the Board of Education to make decisions regarding placement where a strict adherence to the assignment language would result in an undesirable situation. The burden of proof in this situation would be on the Board.
- E. The Board will reassign members who request new assignments wherever possible, so long as such reassignment does not force another member from **their** preferred prior-year assignment to which **the member** would otherwise be entitled. Preferred assignment shall include building, subject or grade level. Reassignments shall be made directly to vacant positions as defined in Article V of this agreement.

If members requesting a transfer out of a building or subject or grade level are not then transferred, they have first choice on their old position.

In the event that prior to the start of a school year a member's physician provides written notice that **the member** has a medical condition which would deteriorate or cause harm to the member as a direct result of an assignment, the member will be required to obtain a second opinion from a physician as identified by the district. If the second opinion confirms the original diagnosis, the member will not be assigned to the specific class(es) which has/have been

ARTICLE VI, Continued

identified as being harmful. In this event, the member shall be assigned to a position for which **the member** is certified in accordance with the Master Agreement. In a situation where the second opinion differs from the original diagnosis, a third physician will be mutually selected by the Association and the Board. The opinion of the third physician shall be binding on all parties. The recommendation of the third physician shall be implemented in accordance with assignment provisions of the Master Agreement.

- F. The Board and Association agree that the intent of this section is to provide employment for the members/employees with the greatest seniority in the district wherever possible. It is understood that such employment is contingent upon the member/employee meeting state certification requirements.
- G. When a building or part of a building is closed and the members transferred to another building, they will be treated as though they had been in that assignment the previous year. For example, a counselor at "School A" this year who is transferred to "School B" because of school consolidation will be treated as though **they were** in "School B" the previous year.
- H. Any other assignments in addition to the normal teaching schedule after the regular school day shall not be obligatory but shall be with the consent of the member unless provided for elsewhere in this agreement.
- I. In the event that the assignment procedures indicated in this Article are not followed, such will be subject to the grievance procedures indicated in Article XIV.
- J. An extra-curricular position(s) which the Board plans to fill during the next school year and for which there is added compensation will be posted for five (5) consecutive work days during the month of May, provided that:
 - 1. The member(s) currently filling the position has indicated that he/she does not wish to continue in the position during the next school year, or
 - 2. The performance of the member(s) currently filling the position(s) is unsatisfactory, or
 - 3. Positions currently filled by persons not teaching in the district are not subject to posting but are considered open. Extra-curricular positions which become vacant during the school year or during the summer will be posted in the Voucher before being filled. Such positions are recognized to require member time beyond the normal member work day.
- K. The preferences for all assignments will be based on district-wide seniority of the individual involved: except that when a building position is eliminated, the displaced member shall have first rights to vacancies in that building. However,

ARTICLE VI, Continued

members may be reassigned to assure the continued employment of another teacher with lesser seniority.

L. In determining members' assignments, the following procedure will be followed in the order indicated:

1. District
 - a. Students will be scheduled.
 - b. Lay-offs will occur according to ARTICLE XXII if necessary and new positions will be added if necessary.
2. Building
 - a. Members will be assigned their current building if requested and available.
 - b. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of teachers needed to staff a building, the member(s) with the least length of service to the system who is teaching in that building shall be transferred to another assignment. Once this step has been completed, then Level/Subject area shall be considered.
3. Level or subject area
 - a. Members will be assigned their current subject or level if requested and available.
 - b. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a grade level in a building, the member(s) with the least length of service to the system who is teaching at that specific grade level in that building shall be transferred to another assignment.
 - c. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a subject in a building, the member(s) with the least length of service to the system, who is teaching that specific subject(s) in that building shall be transferred to another assignment.
4. If the above are not possible, then the members will be put into an unassigned pool. Such unassigned pool shall be a listing of all members by seniority who have:
 - a. been displaced from a teaching position;
 - b. requested a transfer;
 - c. returned from leave per Article XV.K.2;

ARTICLE VI, Continued

- d. been recalled from layoff, except those people recalled without interruption from one school year to another. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a building, the member(s) with the least length of service in the system who is teaching in that building shall be transferred to another building. These members will be put into the unassigned pool.
5. The members in this unassigned reserve pool are then scheduled into the vacant positions according to district seniority and certification. If a change in circumstances causes a change in positions, certifications, or personnel, then this process shall be redone.
6. Members requesting a transfer out of a building or subject or grade level are placed in the unassigned reserve pool and their position is kept vacant. They have first choice on their old position if they cannot change to their requested new building or subject or grade level.
7. If not available, then the member will be laid off according to Article XXII, provided there are no members with greater seniority whose re-assignment would preclude such layoff. Qualifications for placement will be determined by a valid teaching certificate or license held by the employee.
- M. Member placement shall be made available to all members no later than 15 days after the meeting of the bargaining unit member's first class. Five copies will be sent to each building representative.
- N. No later than June 1, a currently employed member(s) may apply for the option of teaching half-time. This option may be granted upon the determination of its educational feasibility. Prior to approval, the Association, the Administration, and the member will meet to mutually determine and agree upon the equity of prorated time and benefits. Application for half-time teaching positions shall be submitted to the Personnel Office by June 1 preceding the school year in which the half-time position will take place.
- O. 1. Until a member has obtained full and continuing approval pursuant to position **they have** secured or holds pursuant to their Agreement; provided, however, that a member may be transferred or reassigned to a position outside of that position if, given **their** seniority and certification, **they** would be entitled to do so under the Master Agreement as though (for purposes of this paragraph only) that **they** at the moment of such transfer or reassignment in fact possessed full and continuing approval to teach that subject or area.

ARTICLE VI, Continued

2. In the event that the Board determines to lay off members, any member who transferred or was reassigned to a position outside the area of emergency/temporary endorsement pursuant to the above paragraph, shall be transferred or reassigned back into a position in that area before any more senior member who possesses full and continuing approval is transferred or reassigned into such position.
 3. In the event that a member enters into the Agreement provided for in Appendix D, but then fails or refuses for any reason (except the bona fide unavailability of appropriate course work) successfully to perform or to fulfill such Agreement, the Board shall place **the member** on a leave of absence, such leave being deemed to be a Voluntary Leave under the Master Agreement; **the member** shall thereafter remain on such leave until one of the following conditions occurs:
 - a. The member obtains approval to teach in the emergency/temporary endorsement area, and **the member** is otherwise eligible to return from leave pursuant to the Master Agreement to a position in that area; and/or,
 - b. The member is eligible to return from leave pursuant to the Master Agreement to any vacant position for which **the member** possesses certification and seniority; provided, however, that under no circumstances shall a member who has been placed on a leave return to a position such that a more senior member is involuntarily transferred or reassigned from **their** position; and/or,
 - c. The leave expires pursuant to the Voluntary Leave provisions of the Master Agreement.
- P. 1. A vacancy shall be defined as a position of not less than 1/2 time (except in the case of a secondary department coordinator) which occurs:
- (a) Due to retirement;
 - (b) Due to resignation;
 - (c) Due to the creation of a new position;
 - (d) Due to death;
 - (e) Due to an approved leave of absence of at least one semester;
 - (f) Due to properly documented disability leave of at least one semester;
 - (g) Due to the reactivation of an association position;
 - (h) Due to a voluntary transfer.

ARTICLE VI, Continued

2. The board recognizes it is desirable in making assignments to vacancies to consider the interests and aspirations of its teachers. All vacancies are subject to filling by the following procedure:
 - (a) Projected vacancies for the next school year based upon layoffs; vacancies created during the current school year after the start of school; vacancies created as a result of known retirements, resignation, leaves, etc. and vacancies created due to projected increases and/or decreases in student enrollment will be posted in buildings for five (5) working days after the second regular Board of Education meeting in April. A copy of each posting will be provided to the association president and a designated building representative at each location. Teachers who wish to voluntarily transfer into these positions or wish to transfer into a position that may be vacated as a result of the transfers shall notify the personnel office in writing no later than the final day of the posting.
 - (b) Notice of tentative assignment shall be given to members as soon as practical, but no later than Wednesday following the second regular Board of Education meeting in May.
 - (c) Vacancies created after notification of tentative assignments will be posted for five (5) working days following the issuance of such notices.
 - (d) Projected vacancies as of the last day of school shall be posted with teacher response required, in writing, to the personnel office no later than July 1, or, in the event July 1 occurs on a week-end, the preceding Friday.
 - (e) Final placement of staff shall be completed by the Wednesday immediately prior to Labor Day. It is the intent of this agreement to solidify placement for staff for the prospective school year by June 30 or the last school district business day prior to June 30. Each staff member shall be given their annual placement in its entirety no later than the first day of the school year.
 - (f) Vacancies that occur and that are filled after the date of final staff placement and which the administration determines will continue in the following school year, shall be considered a vacancy for the following year in determining staff placements.
3. Member interest in potential staff vacancies shall be indicated on the annual staff placement form during the month of February. Preference sheets may be revised in writing at any time up until June 1.

ARTICLE VI, Continued

4. For purposes of filling vacancies the Board will accept a letter no later than June 1 from a college or university confirming the member will have completed requirements for certification change prior to the start of the school year. Placement is contingent upon verification that the member has successfully completed the requirements for the certification change.
 5. For informational purposes the Board agrees to notify the Association of Administrative vacancies.
- Q. No later than June 1, members may advise and provide confirmation from the Michigan Department of Education regarding removal (or pending removal) of teaching endorsement from their certifications. Notification provided after June 1 will not result in reassignment for the upcoming school year. The parties recognize that a member who drops a specific endorsement after June 1 and who does not maintain required certification for their assignment as of the final placement will go to voluntary lay-off status.

ARTICLE VII - Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and member is desirable to better insure the high quality of education that is the goal of both staff and the Board. It is also acknowledged that the primary duty and responsibility of the member is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the member is primarily utilized to this end. In addition, supervision of students is recognized as an essential part of total member responsibility.

A. The Board and the Association agree that controlled and reduced class size maxima are desirable goals and also agree that it is a desirable goal to reduce elementary class size below the current contractual requirements. The Board and the Association also recognize the relationship of controlled and reduced class size to the total financial operation and the other financial needs of the district.

The Board agrees to maintain a student-member ratio of 25:1 for the duration of this contract.

The pupils included in this ratio will be all full-time students in the district as of the 4th Friday count except those who are classified as autistic, hearing impaired or part-time.

The staff included in the ratio will be all full-time certified personnel except those in Special Services.

Except as stated below, class size maxima shall be as follows: (Note: Secondary Non-Academic Larger Group Classes refers to such classes as Band, Orchestra, Vocal Music, Study Hall, etc.):

Maximum Class Size

Level/Grade

K-1	24
2	28
3	28
4-6	29
Secondary Academic	30
Secondary Gym	38
Middle School Study Hall	38

ARTICLE VII, Continued

No maximum: Secondary Vocal Music, Instrumental Music, ROTC, and P.E. Sports Techniques.

The administration and the Association leadership shall continue to mutually explore possible ways to reduce the number of students enrolled in secondary health classes.

Such maxima shall be subject to the following:

1. Elementary and Secondary classes will be established as of the Fourth Friday, on the basis of the foregoing maxima. The maxima may be exceeded after those dates due to new enrollments; however, whenever they are exceeded after the Fourth Friday by one to three pupils, a full time teacher aide will be provided for the class. If class size maxima are exceeded by more than three pupils after Fourth Friday, a new class shall be created. The district may, if it so chooses, add classes prior to the Fourth Friday. In situations at the elementary level where an additional section is added after the Second Friday, the district shall attempt to secure voluntary student transfers from all existing classes of the same grade within the building. It is understood that the creation of an additional class after the Second Friday may result in an uneven distribution of students. The district shall explore, with appropriate bargaining units, ways to provide support to elementary classes where student enrollment exceeds the established class size maxima between the start of school and the established date of class balancing.
2. The Board and Association agree that it is desirable to maintain a 5:1 student-member average in the Developmental Learning Program; such averages will be maintained so long as advance written assurance of complete external funding is provided by the external funding source.
3. The above maxima may be exceeded when the Board cannot maintain a balanced budget by any other reasonable means. Members shall have access to the grievance procedures (ARTICLE XIV) for the purpose of protesting alleged violations of this Section.
4. There shall be one (1) counselor per grade level at the [middle school](#) and high school. All secondary counselors, one [middle school](#) special education advisor and two special education advisors from the high school will report five (5) days prior to the teacher's reporting date for the purpose of adjusting student schedules. Counselors and special education advisors may elect compensatory time or regular pay (Schedule A) as compensation for the additional time. The scheduling of compensatory time shall be consistent with other provisions of this contract.

ARTICLE VII, Continued

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties further agree that efforts shall be continued to seek and use textbooks and supplementary reading and other teaching materials which contain the contribution of all racial, ethnic, and religious groups to the history, scientific and social development of the United States. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools, and the Board will attempt to implement all joint recommendations made by its representatives and the Association.
1. To this end, the Board will make all reasonable attempts to guarantee that working equipment in the District is available to members for appropriate and necessary classroom instructional purposes.
 2. The Board will provide:
 - a. Upon request, a lockable space for each full-time member within five (5) months following ratification of this Agreement.
 - b. Suitable facilities for each full-time member to store his/her coat.
 - c. Upon request, teacher editions, if available from the publisher, exclusively for each member's use for all texts used in each of the courses he/she is required to teach.
 - d. A suitable dictionary in each classroom if requested by the full-time member. The part-time program will purchase a supply of dictionaries which may be checked out for the individual member's use.
 - e. Appropriate aids, books and adequate quantities of paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibilities.
 - f. Approved textbooks delivered to the full-time member's room before the start of the first day of school, unless unforeseen circumstances arise. In the part-time program the books will be delivered to the member for dispersal as soon as available unless a central distribution point is provided at that location.
 - g. Upon request by the full-time member, protective clothing in the areas of home economics, industrial arts, art and science lab courses.
 - h. [The board shall continue to provide twenty\(20\) computers, district approved software for each computer, connectivity to establish networks](#)

ARTICLE VII, Continued

where available and possible, and seven printers to be placed in specific locations around the district for exclusive use by teachers for the purpose of maintaining student records, lesson preparation and communication related to instructional issues. The Board shall ensure that this equipment and approved software shall be maintained at a level that will support the above needs. Exact locations where the above identified computer equipment will be located shall be determined by the Board and the Association annually.

- C. Each school shall provide a reference library for full-time members.
- D. The Board agrees to make available in each school typing and duplicating facilities. Clerical personnel will continue to aid members in the preparation of instructional materials as they can be made available by the building or department administrator.
- E. Not later than the start of the 2nd semester, 2004, the district shall develop and implement cleaning standards for each building, and develop and publicize a process for teacher use in communicating cleaning/maintenance issues. In such development, the Association shall be provided the opportunity for consultation and input. Subsequently, at least one meeting per semester between the district and the Association shall be scheduled to review the effectiveness of the cleaning process.
- F. Throughout the school system telephones shall be made available to members for school business and emergency personal use. Members must pay for all toll charges for their personal calls. Each school will maintain one private (unlisted) separate line for extreme emergency, i.e., civil defense or weather warning. Present phone facilities shall be maintained.
- G. In all schools maintained by Garden City Public Schools, a vending machine for beverages shall be installed at the request of the Association provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the Association. A separate activity accounting of these funds in each building will be maintained, and the net proceeds will be disbursed as determined by the total building teaching staff upon the authorization of the Association's building representative and the building principal.
- H. Adequate parking facilities maintained by Garden City Public Schools shall be made available to members and these facilities shall be maintained reasonably free of snow, ice, and debris.

ARTICLE VII, Continued

- I. The Board shall make available to members clean and sanitary lunchrooms facilities. All full-time members shall be entitled to a duty-free uninterrupted thirty (30) minute lunch period per Schedule D. Members not regularly assigned to classrooms shall have their duty-free lunch period at times approved by their immediate supervisors.
- J. The assignment of a full-time secondary member to lunchroom supervision in lieu of a class shall be voluntary.
- K. Unsafe or hazardous conditions which endanger the health, safety and well-being of a member will be brought to the attention of the immediate administrator for appropriate action. A member may aid the administration by voluntarily participating in the taking of steps to alleviate hazardous or potentially hazardous conditions.
- L. Members shall not be required to correct any standardized tests administered on a system-wide basis, whether those tests are designed to measure intelligence or achievement or for preparation for the readiness program.
- M. The Board will endeavor to keep classroom disruption to a minimum.
- N. The Developmental Learning Program shall be considered a separate program. Members who teach in this program shall receive plan time equal to that provided to elementary teachers in the District. Members who teach adaptive physical education in the Developmental Learning Program shall not be required to meet with more than thirty-three (33) sections of students per week.
- O. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
 - 1. If any member, in writing, advises the Administration of a reasonable basis to believe that a handicapped student assigned to the member has a current individual educational planning committee (IEPC) report that is not meeting the student's unique needs as required by law, the Administration shall forthwith call an IEPC. The member so advising the Administration shall be invited to, and attend, the IEPC.
 - 2. To the full extent permitted by law, an Association representative shall be present at an IEPC meeting when any member of the bargaining unit involved in the meeting so requests.
 - 3. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible and while continuing to

ARTICLE VII, Continued

honor course requests of all students, special education students shall be entered into the computer first and scheduled first so as to result in special education students being assigned in equitable numbers across general education grade levels within each elementary location and across sections of identical subject general education classes at the [middle school](#) and senior high school (i.e., If 9 students assigned to Wood Shop having 3 sections, 3 students would be assigned to each section).

4. The parties agree that in cases of mainstreaming handicapped students, all other factors being equal, preference shall be given to placing them at their home schools.
5. The following conditions shall apply to placement of a low incidence handicapped student in a general education class-room:
 - a. Any member who will be providing instructional or other services to a low incidence handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Administration, the member may choose not to do so. In instances where it is not possible to identify, in advance of IEPC's, general education teachers who ultimately will have low-incidence handicapped students assigned to their classrooms, meetings will be convened with such general education teachers as soon as practicable following the beginning of the school year.
 - b. The student's IEPC specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the teacher to satisfactorily achieve educating the student in the regular education class;
 - c. The handicapped student's participation in the regular education class will not significantly disrupt nor have a negative impact on the educational process for either the handicapped student or the other students in the class;
 - d. Administration has previously provided in-service training to the teacher regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions;

ARTICLE VII, Continued

- e. The Administration has previously provided awareness information to the affected members and students regarding placement of handicapped student(s) in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement to minimize undue problems for the members and students.
 6. Except in life threatening or extenuating circumstances with contact by the Administration with the Association President, no member shall be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) of the student(s). When new situations arise, the Administration will advise the Association and teacher and meet to discuss problems and how they will be dealt with.
- P. Elementary Relief
1. The district will provide copying service for approved curriculum items, to be done during the summer and distributed to buildings during first semester. Items to be copied will be identified and prioritized each year by curriculum development committees with teacher input.
 2. The district will provide limited copying services to elementary instructional staff on a first come - first serve basis during the school year. Such copying must be requested with a 5-10 day turnaround time and will only apply to non-copyrighted curriculum materials.
 3. The elementary relief committee will meet at the request of either party to discuss elementary relief concerns.
- Q. Secretarial services will be provided to [middle school](#) counselors at the start of the school year, during periods of student scheduling, and other peak times as requested by the counselors and when confirmed by the building principal.
- R. No member shall be required to administer medication (determine appropriate medications, sort medications, and/or determine appropriate doses of medication) to students. In implementing this section, teachers may be required to distribute envelopes which contain pre-sorted, pre-packaged medications to students. In emergencies or extenuating circumstances, members may be required to administer medication in the presence of another adult and pursuant to written permission of the pupil's parent or guardian and in compliance with the written instructions of a physician. Members who administer medication shall be considered to be doing so as a part of their job and, as such, shall be protected by the District's liability policy.

ARTICLE VII, Continued

- S. The parties recognize the long standing practice of using student assistants at various school locations throughout the District. Students assistants may be used in the school library, the school office, as teacher aides and/or assistants. The use of student assistants at the high school only, shall be capped at a maximum of 164 student assistants in any one school year.
- T. It is understood that teachers cannot be effective in enforcing classroom control and attendance unless they receive support from building administrators. Accordingly, the Board shall adopt a Student Code of Conduct on an annual basis that stipulates expectations for student behavior and consequences when students fail to comply with the identified expectations. Teachers and administrators shall enforce the Student Code of Conduct. The Association President may, on behalf of individual Association members, bring to the attention of the Superintendent, situations in which it is believed that the established Student Code of Conduct has not been properly enforced. In situations where students are involved in violence at school and/or involved in threats of any kind against Members, the student shall be removed from the school setting until such time a complete investigation of the situation may be conducted by building administrators.
- U. The district shall provide the Hepatitis B shot series to any medically eligible member at no cost to them. Members should contact the district personnel department so that the district may make arrangements.
- V. The District will provide for each building one high volume copier machine with collating capabilities and with sufficient support for maintenance to minimize down-time. In addition, the district will provide each building with a back-up duplicating machine capable of high volume.

ARTICLE VIII - Full-Time Teaching Hours

- A. Members who are not classroom teachers shall not have a regular work day longer than that of classroom teachers. The regular work day for members is set forth in Schedule D.
- B. Additional secondary classes may be scheduled immediately before or after the normal school day begins or ends. Members shall be assigned these classes on a voluntary basis only. Members affected by such assignments shall report one (1) hour earlier (for classes scheduled before the normal school day) than specified in Schedule D or one (1) hour later (for classes scheduled after the normal school day) than specified in Schedule D. Further, affected members shall end their day one (1) hour earlier (for classes scheduled before the normal day) than specified in Schedule D or one (1) hour later (for classes scheduled after the normal day) than specified in Schedule D.
- C. Members shall be obligated to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances, or other situations which threaten the health or safety of students.
- D. The work hours for members assigned to classroom buildings shall be as set forth in Schedule D except that schedules may be altered by the Board in order to accommodate special situations; however, in general, all time limits will be adhered to. Work hours for members not assigned to classroom buildings shall not be longer than for members assigned to classroom buildings.
- E. Members shall be required to attend meetings called before or after school hours provided that a majority of those affected are in agreement as to the time and place of such meetings. Meetings called during school hours shall be on a regularly scheduled basis and so structured as to cause minimal disruption to the members and students. Nothing in this Section shall prevent the calling of emergency meetings as specifically provided for elsewhere in this Agreement.
- F. On Fridays and days preceding holidays and vacations, members may leave ten (10) minutes earlier than the members' regular dismissal time.
- G. It shall be the practice of the parties to conduct negotiation sessions at times that do not conflict with the normal instructional day of the district to the degree possible. However, if by mutual agreement of the parties, a member shall be engaged during the school day in negotiating on behalf of the Association with any representative of the Board, that member shall be released from regular duties without loss of pay.

ARTICLE IX - Teacher Discipline

- A. Whenever a member is to be disciplined for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, **the member** shall be entitled to discuss such in the company of **their** building representative with the administrator issuing the discipline. Such discussion may be immediate or take place at a specified time outside the class day, but within the school schedule to the extent possible. Should disciplinary action likely occur at a given meeting, the member shall be immediately advised of said possibility.
- B. **The administration shall give the member an opportunity to receive discipline in a private setting and shall offer Association representation. The Board acknowledges the right of the Association member to be represented by Association representatives of their choice. The district will work cooperatively with the employee in scheduling meetings when the selected representative is available. If the member elects not to have an Association representative present, the member will so state in writing to the administrator. Other administrators may be present when a member is being disciplined, in a number not to exceed the number of Association representatives present.**
- C. Discipline shall be initiated as soon as possible, but within five (5) days of administrative knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline, if the member is available to receive such discipline. When administering discipline the administrator shall offer specific remedies in writing to the member.
- D. Information forming the basis for discipline shall be made available to the member being disciplined who in turn may make such available to the Association
- E. Any formal discipline or charge, written or verbal, leveled at a member for a violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice shall be subject to the Grievance Procedures set forth in ARTICLE XIV.
- F. The member will be notified when any material of a disciplinary nature or directives are placed in **their** file.
A member has the right to attach a rebuttal to any written discipline placed in the file.
- G. There shall be no discipline without just cause.

ARTICLE IX, Continued

- H. Members who have been dismissed and who wish to challenge the dismissal may utilize the grievance procedure (either the regular or expedited process) as stipulated in Article XIV or may utilize the tenure procedure.

ARTICLE X - Garden City Retirement and Death Benefits

A. Eligibility for Retirement Benefits

A member retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under one of the following conditions:

1. General Situation

Eligible to receive Michigan Public School Employees' Retirement benefits upon termination of employment with Garden City Schools.

2. Special Situation

Thirty (30) years of service to the Garden City School System.

3. Health

After ten (10) or more years of service to Garden City Public Schools and upon certification by a Retirement Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the member may retire.

Only one retirement benefit can be collected by a member.

B. Retirement Benefits

A lump-sum retirement benefit shall be computed in the following manner:

1. Members retiring shall receive the **regular daily teacher substitute** rate for each unused accumulative leave day.
2. Two hundred-fifty dollars (\$250) per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.
3. A member shall receive an amount described in either "1" or "2," whichever is greater.

C. Optional Member Retiree's Health & Life Insurance Benefits

1. Eligibility Members who retire under Section A of this ARTICLE are eligible to carry the following health and life insurance coverage under the district's group plan.

- | | |
|--|-------------------------|
| 2. Coverage: Optional Health Insurance | <u>Cost to Retirees</u> |
| From date of retirement until | |
| age 65 - full group coverage | Group Rate |
| From age 65 on, co-insured with Medicare | Group Rate |
| 3. Coverage: Life Insurance | |
| From date of retirement until | |
| age 65 - \$5,000 | Group Rate |
| From age 65 on - \$2,500 | Group Rate |
| 4. Payments | |

ARTICLE X, Continued

All payments will be made directly to the insurance carrier's office. A payment overdue for thirty (30) days will automatically cancel out all benefits. Payments for the following month will be due in the insurance carrier's office no later than the 10th of each month. The first payment will be due no later than thirty (30) days after termination of employment in case of a retirement during the school year, and no later than ninety (90) days after the last day of school fiscal year in the case of a retirement which takes effect on the last day of the school year.

D. For those members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65, the Board shall provide reimbursement to the retiree up to fifteen hundred dollars (\$1,500) per year (reimbursement to be paid semi-annually, in January and June) toward the payment of the Michigan Public School Employees' Retirement System hospitalization. This reimbursement shall cease at age 65.

E. Death Benefits

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City full-time Association member. A member must be under contract at the date of death for the beneficiary to realize this benefit.

ARTICLE XI - Teacher Evaluation

- A. The primary objective of the formal and informal evaluation is to improve the quality of instruction. The secondary objective of formal and informal evaluation is to permit decisions relative to retention or severance of employment in accordance with the tenure laws. Evaluation visits should be followed by mutually supporting efforts on the part of both the evaluator and the member to consummate evaluation objectives.
- B.
 - 1. Probationary members will receive a minimum of two (2) written and signed evaluations per probationary year.
 - 2. Bargaining unit members shall be evaluated once every three (3) years, with the following exceptions only: The member agrees to more frequent evaluations, the member is on a plan of assistance or the member is currently a probationary member. Members in the first year of a new elementary assignment (unless that member shall already have been on a plan of assistance for non-instructional related problems) shall not be evaluated during that first year even if they would have otherwise been due for an evaluation on the three year cycle. Members in this situation shall be evaluated the next succeeding school year.
Members in secondary assignments with one or more new classes (unless that member shall already have been on a plan of assistance for non-instructional related problems) shall be evaluated only in those courses which they have taught within the preceding three (3) years). Members who are in new assignments as described above, may be evaluated in the new classes after one year regardless of the three year schedule.
 - 3. A member may request and the administrator may determine to increase the number of evaluations for either probationary members or tenure members.
- C. All observations of member performance shall be conducted openly.
- D. All probationary members, except speech correctionists, school social workers, consulting psychologists, diagnosticians, homebound members, teachers of the emotionally disturbed, and teacher consultants/emotionally disturbed, before being placed on tenure or dismissed must have been observed a minimum of four (4) class periods. All probationary first year members will be given at least a twenty-four (24) hour advance notice of the first formal observation. A formal conference will follow. Written evaluations will not be dated or distributed prior to December 1.

ARTICLE XI, Continued

- E. All tenure members, except district wide special services personnel mentioned in D above, shall receive a written evaluation based on formal observations on separate days in their areas of certification. District wide special services personnel will be evaluated by conference with the Executive Director of Special Services.
- F.
 1. Other than those members assigned to the Developmental Learning Program all speech correctionists, school social workers, consulting psychologists, diagnosticians, homebound members, teachers of the emotionally disturbed, and teacher consultants/emotionally disturbed will be evaluated by conference with the Executive Director of Special Services.
 2. Should administrators other than the Executive Director of Special Services assist in the evaluation of the aforementioned members, they will complete a signed, written evaluation and hold a conference with these members prior to submitting the evaluation to the Executive Director of Special Services.
- G. All evaluations will be distributed at least two (2) weeks before the end of the school year.
- H. All written evaluations must be signed by the evaluator. The member must sign and return the evaluation within five (5) days indicating that he has read it. The member may attach a written, signed statement to the evaluation.
- I. Any member shall have the right upon request to review the local evaluation contents of his own personnel file. At the request of a member, the Association representative may accompany him at such a review.
- J. Evaluations shall be conducted by the member's immediate supervisor or an administrator working in the same building or otherwise familiar with the member's work, who shall be designated by the Board.
- K. In the event a probationary member is not continued in employment, the Board will advise the member of the reasons in writing and provide for a hearing upon request of the member. There shall be no arbitration for probationary members dismissed prior to the end of the second probationary year. Probationary members dismissed any time after the second probationary year, shall be dismissed for just cause only. Probationary members, dismissed after the second probationary year who wish to challenge the dismissal, may utilize the Grievance Procedure as stipulated in Article XIV of this agreement.
- L. In the interest of securing optimal member performance, the evaluator, upon request by the member, will discuss his perceptions of the observation within ten (10) days of said request.

ARTICLE XI, Continued

- M. The Board has the responsibility to provide the highest quality education program practicable for every child in the school district. To assist the Board in achieving this end the member has the responsibility to make careful daily preparation and shall submit lesson plans not more frequently than weekly as required by the immediate supervisor.
- N. The Board and the association recognize that there are many teaching methods, styles of presentation and techniques. Members are encouraged to use a variety of methods, styles of presentation and/or techniques to best meet the needs of the learner.
- O. If as a result of an evaluation, a member and/or administrator believes that a plan of assistance is necessary, the member may request the support of an association member in developing such plan. The written plan of assistance will be made available to the parties involved in the development of the plan.
- P. It is not the intent of the parties to restrict the Board's ability to develop a plan of assistance for a member at any time, nor shall the Board be prevented from issuing an advisory evaluation to assist a member in a new assignment. Such advisory evaluations shall be shared only with the member and shall not become a part of the member's personnel file.
- Q. Should any law require more frequent evaluations, the effects of changes required by the law shall be bargained between the parties prior to implementation.
- R. The evaluation instrument, process and required timelines shall be attached to this agreement.

ARTICLE XII - Protection of Members

- A. The Board recognizes the member's authority and effectiveness in his classroom is enhanced by administrative backing and support:
 - 1. When an atypical pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and the member appropriately refers the matter in writing to the administration, the administration will promptly take a direct interest in the case, take steps to refer the pupil involved to Special Services, and affect a follow-up procedure.
 - 2. In instances of assault on a member and/or student substance abuse, the written requirement shall be waived until such time as a follow-up report can be written.
- B. Any case of assault upon a member shall be promptly reported to the administration. The Board will provide legal counsel to advise the member of his rights and legal processes with respect to such assault. Acts of physical aggression by a student directed toward a member, student or any other person shall be promptly reported to the Administration. The Administration will take immediate steps to remedy the situation, initiate prompt remedial action, and affect a follow-up procedure.
- C. If a member is injured while in the line of duty, medical and/or surgical, and/or hospital care will be furnished by the Board per the Board's workers' compensation insurance policy.
- D. Any complaints or charges directed toward a member shall be promptly called to the member's attention. A member shall be deemed innocent of any and all charges until proven otherwise.
- E. Board Policy, 5.10, "Vandalism", shall cover personal property of members on school property as a direct or indirect result of their employment.
- F. It shall be the policy of the Garden City School District to reimburse an employee for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of 1% of B.A. Base per item) if these items are damaged or broken because of a violent act by a member of the student body. The reimbursement request shall be presented to the business manager and must be accompanied with a recommendation by the building administrator or program administrator with an invoice showing replacement or purchase of the item. This policy will not cover automobile damage, personal equipment damage, or items that are stolen or allegedly stolen while on the

ARTICLE XII, Continued

school premises. Damaged or broken items shall become the property of the school district if the reimbursement value is equal to the replacement value of the item.

- G. The Board and the Association recognize that alcoholism and substance abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this agreement.
1. A member who comes to work under the influence of alcohol, illegal drugs, or who is found using alcoholic beverages or non-prescribed controlled substances while on the job, or whose performance on the job is impaired as the result of the abuse of alcohol, illegal drugs or non-prescribed substances has a very serious problem. As a result, the Board may insist, upon the first incident and where reasonable, that the member agree to participate in an out-patient treatment program if recommended by medical or other qualified personnel. Once the employee is enrolled, they may return to work. Following a second incident, the member must complete an in-patient treatment program (if approved by the district health carrier) before they will be allowed to return to work.
 2. The primary concern of the parties is limited to abuse problems which cause poor attendance, unsatisfactory performance on the job or involve criminal actions at the work place.
 3. The Board agrees that any member with a substance abuse problem who voluntarily requests diagnosis or treatment shall not jeopardize their job rights or job security by doing so. Such problems shall be handled in a confidential manner.
 4. An individual member and the President of the Association shall be promptly notified of all reports of actual or alleged substance abuse.
 5. When an administrator observes that a member is experiencing difficulties in maintaining their performance and whose difficulties, in the opinion of the administrator, are due in whole or in part to substance abuse, the administrator shall immediately notify the member and the President of the Association of the concern and schedule a special meeting to discuss the apparent difficulties with the member and the Association President or their designee.
 6. The implementation or interpretation of any provision of the substance abuse language shall be subject to the grievance procedure of this agreement.
- H. The Board recognizes the member's right to have the consideration of their dismissal, suspension, discipline or the consideration of periodic personnel

ARTICLE XII, Continued

evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the open meetings act, at the request of the named member. The Board agrees that any vote to proceed on allegations, complaints or charges brought against any member shall be conducted in closed session and that the member shall not be identified in any public meeting of the Board of Education. The Board further agrees that all employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, or personnel evaluations shall not be released to third parties absent the written consent of the members or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the member and the Association and agrees that at the request of the member or the Association that it shall deny the request and assert on behalf of the member all applicable freedom of information act exemptions.

The provisions of this Article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargaining representative.

ARTICLE XIII - Negotiation Procedures

- A. 1. Representatives of the Board and the Association's bargaining committees may meet at the request of either party during the last week of each month at a mutually agreeable time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering the items to be discussed. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- 2. The principal and Association building representative(s) may meet at least once each month at a mutually agreed upon time for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- B. Not less than ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment of members employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select six (6) representatives and two (2) alternates from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by both parties, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- E. All negotiation meetings will be held in a room(s) mutually agreed upon by the chief negotiators for the Board and Association.
- F. All negotiation meetings will be closed to all persons who are not duly appointed representatives or alternates under this Article. Each team, with as much

ARTICLE XIII, Continued

notice as possible, may bring in consultants for the purpose of aiding in the negotiation of specific proposals.

- G. All negotiation meetings will be set as to time, duration, and agenda by mutual agreement of the two chief negotiators.
- H. There shall be no release of information concerning opposition proposals and/or tentative agreements, except by mutual agreement, and except to acquire technical information relative to specific proposals, and except that the chief negotiator for the Board may brief the Board and the chief negotiator for the Association may brief the members of the Association relative to progress in negotiations. However, should the parties reach impasse, this rule shall cease to operate with respect to tentative agreements and proposals on the table at that time.
- I. All agreements shall be tentative pending final agreement on an entire tentative contract by the negotiating representatives for both sides.
- J. Each team shall have on the table at all times a set of proposals, which, if agreed to by the other team along with all tentative contract agreements in effect, shall constitute an entire tentative contract.
- K. Notwithstanding the expiration of this Agreement, the negotiation procedures outlined in this Article shall be in effect until a successor agreement is negotiated and ratified.

ARTICLE XIV - Grievance Procedures

A. Definitions

1. A "grievance" is an alleged violation of the terms of this Agreement.
2. The "aggrieved member" is the member or members making the claim.
3. The term "member" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. A "party of interest" is a member employed by the Board, or the Board, who might be required to take action, or against whom action might be taken in order to resolve a problem.
5. During the regular school year, the term "days" shall mean school attendance days. Beyond the regular school year, the term "days" shall mean normal business days.

B. Purpose

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

C. Structure

1. The Association shall have an established Professional Rights and Responsibilities Committee, whose membership shall be known to all "parties of interest."
2. The building principal shall be the administrative representative when the particular grievance arises from that building. The member's(s') immediate supervisor shall be the administrative representative when the grievance does not involve members regularly assigned to a building.
3. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutually written consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year, except in those cases which cannot be resolved within this

ARTICLE XIV, Continued

time limit. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the ARTICLE and section of this Agreement allegedly violated, rationale as to why the facts constitute a violation and remedy sought.

The MEA Uniserve director may write and file grievances. Said grievances may be filed by fax without the signatures of individual grievants or local representatives so long as the appropriate administrator is notified in advance by telephone that such a grievance is being faxed. It is understood that the appropriate individual and local representative signatures shall be added to the form at Level Two A. of the grievance procedure.

1. Level One

- a. The GCEA or a member with a concern which **they identify** as a grievance shall discuss it with **their** immediate supervisor or principal, individually or together with **their** Association representative, or with representatives of either party of interest present, within twenty (20) days of the occurrence.
- b. As soon as possible, but within sixteen (16) days from notification of the grievance, the immediate supervisor or principal will render a verbal decision to all parties of interest.
- c. In the event the aggrieved person or the Association is not satisfied with the supervisor's or principal's verbal decision, **they** may file the grievance, in writing, within ten (10) days of the supervisor's or principal's decision on the grievance, with the Association's Professional Rights and Responsibilities Committee with a copy to the immediate supervisor or principal. The grievance shall specify the facts giving rise to the grievance, the ARTICLE and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought.
- d. Within six (6) days from receipt of the written grievance, the principal or immediate supervisor shall submit **their** written decision with rationale with copies to all parties as noted above.

2. Level Two

- a. Within ten (10) days of receipt of the supervisor's or principal's written decision, the Professional Rights and Responsibilities Committee shall meet to consider the grievance. If the Professional Rights and Responsibilities Committee chooses, it may, within the same ten (10) day

ARTICLE XIV, Continued

period, process the written grievance to the Superintendent of Schools, or **their** designee, with copies to all parties of interest.

- b. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent or **their** designee will render a written decision with rationale to all parties of interest.

3. Level Three

In the event the grievance is not resolved to the satisfaction of the Professional Rights and Responsibilities Committee at Level Two-b, the grievance may be submitted to arbitration before an impartial arbitrator. Only the Professional Rights and Responsibilities Committee may approve of, and process, grievances to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

The fees and expenses of the arbitrator shall be shared equally by the parties. A request to utilize the arbitration machinery shall be submitted to the Board and the American Arbitration Association within twenty (20) days of the Level Two-b decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another member or legal counsel; providing, however, that any member may in no event be represented by an officer, agent or outside representative of any organization other than the Association.
2. Nothing contained herein shall be construed to prevent any individual member from presenting a formal grievance by himself and having the formal grievance adjusted without intervention of the Association within the time limits established if the adjustment is consistent with the terms of this Agreement. In such case, the Board will notify the Association and will

ARTICLE XIV, Continued

provide the opportunity for duly authorized representatives to be present at such adjustment.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.
2. No reprisals of any kind shall be taken by or against a member participant in the grievance procedure for reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participant.
4. Forms for filing and processing grievances, designed by the Superintendent or [their](#) designee and the Professional Rights and Responsibilities Committee, shall be prepared by the Superintendent or [their](#) designee, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance, within the limits specified in ARTICLE II, Section H.
6. The failure of an aggrieved member to proceed from one level of the grievance procedure to the next level within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the representative(s) of the Board or the Board to respond to a grievance at any level within the specified time limit shall be deemed to be a denial of the grievance at that level.
7. When a grievance arises in more than one building, and is directed to the Superintendent or his designee, the regular grievance procedure will be followed, with the Level One procedure directed to the Superintendent's designee and the Level Two procedures directed to the Superintendent.
8. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
9. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XIV, Continued

10. Member rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.
- G. A grievance may be processed via the expedited grievance procedure for disputes involving dismissals, lay-off/recall, and assignments as follows:
1. A member with a concern, which **they identify** as a grievance, shall discuss the concern with **their** administrator individually or together with **their** Association Representative, or with representatives of either party of interest present within ten (10) days of the occurrence. The administrator shall, within four (4) days, provide a verbal response to the member.
 2. Within ten (10) days, the member will submit the written grievance to the Association and within the same ten (10) day period, the Association may process the grievance to the Superintendent. The Superintendent, or **their** designee, shall schedule a meeting with the Association to be held within six (6) days in an effort to resolve the issue. The Superintendent shall, within four (4) days of such meeting, render a written decision, with rationale, to all parties of interest.
 3. If the dispute is still not resolved to the Association's satisfaction, within ten (10) days of the decision of the Superintendent or **their** designee, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration. Notwithstanding American Arbitration rules to the contrary, the parties agree that post-hearing briefs may be submitted within five (5) working days of the conclusion of a hearing.
 4. 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 judgment thereon may be entered in any court of competent jurisdiction.

ARTICLE XV - Leaves

A. Leave Days

1. Full-time members shall receive a bank of thirteen (13) leave days each school year to be earned at the rate of one and three-tenths (1-3/10) days per month of employment. All such leave days may be used prior to being earned; however, any unearned leave days that have been so used will be deducted from the final pay in case of termination of employment. No member may use unearned leave days in excess of those that can be earned during the balance of the school year. A member must be in pay status for three-fourths (3/4) of the working days of the calendar month to earn days for that calendar month.

Part-time leave shall be accumulated three (3) hours per every sixty (60) instructional hours assigned. All such leave time may be used prior to being earned; however, any unearned leave time that has been so used will be deducted from the final pay in case of termination of employment. No member may use unearned leave time in excess of those that can be earned during the balance of the school year.

Leave days may be used only for personal illness, emergencies in the immediate family and personal business provided that a member who takes an extended leave for more than eight (8) consecutive working days for reasons other than personal illness shall provide a letter to the superintendent indicating the reason for being absent and his/her anticipated date of return. Active misuse of this section will be dealt with by the Association and the Board through the special conference provision of Article XIII, as a first step.

2. Leave days shall be cumulative without limit. During the month of September, each member on staff shall be given a written statement of his leave day balance as of the end of the previous school year.
3. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, and sisters), and dependents living within the household.
4. Members returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
5. Members shall experience no loss of leave days for line- of-duty accidents. Workers' Compensation benefits will be paid directly to the employee; the

ARTICLE XV, Continued

employee will notify the Board of the amount of each Workers' Compensation check, the Board will then pay the difference between the Workers' Compensation check and the amount of the employee's regular pay for forty (40) weeks.

6. Leave days shall not be used for recreation and/or vacation purposes and shall not be used to extend a holiday or vacation period.
7. All members who are absent from duty for any reason are charged with the responsibility to notify the Board of Education. Full-time members shall call the Board of Education as soon as possible to state their name and assignment, and to report the reason for absence. Such member will also notify the secretary, the building or department to which he/she is assigned. The Personnel Office of the Board of Education will arrange for a substitute where appropriate. The Board will provide an electronic answering service which will enable a member to call in absence information between the hours of 2:30 p.m. and 5:30 a.m. in lieu of the calls indicated above. Part-time members are encouraged to call the Board of Education at least 90 minutes before their scheduled starting time for that day. The Board will provide forms to teachers for absentee follow-up records.
8. Each member shall receive one (1) additional leave day beyond the number of leave days identified in Section A of this Article effective with the start of the 1999-00 school year. For each additional day of instruction added to the annual school calendar after the 1999-00 school, each member shall receive two (2) hours of additional leave time.
9. Members may use a maximum of three (3) days from each year's total leave allocation as personal leave. However, members who wish to use a day of personal leave must request approval for the day from the District Personnel Office not less than forty-eight (48) hours in advance. The District shall limit the number of approved Personal Leave days to a maximum of seven (7) Member days on any one instructional day. Approval for use of Personal Leave days shall be provided on a first request, first approved basis. The parties mutually recognize and re-affirm the appropriate use of other leave days as stipulated in Section A, (6) of this Article.

B. Child Care Leaves are subject to the provisions of section J of this Article.

C. Military Leaves

1. Military leaves of absence without pay or fringe benefits shall be granted to any member who shall be drafted (or who enlists when being drafted is imminent) for military duty or called to active duty to any branch of the

ARTICLE XV, Continued

armed forces of the United States. Voluntary enlistment will be evaluated on the individual merit of the case.

2. Members on military leave which did not result from voluntary enlistment shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
3. Members on military leave which did not result in voluntary enlistment shall have credited to them leave days/hours, for each year in the service; in the amount equal to the yearly average number of unused leave days/hours accumulated while employed in the system for at least one (1) year.

D. Public Office Leave

The Board shall grant a leave of absence of one school semester, or a combination of continuous school semesters, not to exceed one school year, without pay or fringe benefits to any member to campaign for himself or serve in an elective public office. The request for such leave shall be submitted at least sixty (60) days prior to the start of the school year or the second semester, whichever is to be first affected by such request. The Board will, upon request, grant one (1), one year renewal of this leave.

E. Peace Corps Leave

Leave of absence will be granted up to two (2) school years, without pay or fringe benefits to any member who joins the Peace Corps (or other such organization as formed by the United States Government) as a full-time member in such program. Any period so served shall be treated as time taught for the purposes of the increments on the salary schedule set forth in this Agreement. The Board may, upon written request, grant renewal of this leave.

F. Association Leaves

1. The Board shall grant, upon the request of the President of the Association leave without loss of pay or leave days for members to attend meetings of the Association or organizations with which it may be affiliated. Forty (40) days per school year shall be granted by the Board. All days used in excess of 40 days shall be promptly reimbursed by the Association at the current district substitute rate.
2. The President of the Garden City Education Association shall be **provided with four hours release time per day** from school duties without loss of pay for the purpose of being available to the administration for consultation on matters of mutual concern.

ARTICLE XV, Continued

3. The PR&R Chairperson shall be released from school duties for one (1) hour each day without loss of pay for the purpose of being available to the administration for consultation on matters of mutual concern.

G. State and National Officer Leaves

Any member who is elected MEA or NEA president shall be granted a leave of absence without pay or fringe benefits to serve one (1) term of office.

H. Legal Processes

1. A member shall be released for jury duty or processes directly related to jury duty without loss of pay or accumulated leave time. The member will continue on regular payroll.
2. A member will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board. Litigation not initiated by the Board and resulting in absenteeism of a member would result in a loss of pay for that member after available leave days were used except as provided in "3" below.
3. A member shall be granted up to three (3) non-cumulative leave days during a school year to make officially required appearances before governmental agencies, provided that the board may intervene to attempt to schedule such appearances so as not to interfere with or disrupt the member's instructional schedule, and provided that the Board may grant such additional leave days under extenuating circumstances.

I. Sabbatical Leave

1. To qualify for consideration for a Sabbatical Leave, the full-time member must have taught in the Garden City School System at least seven (7) consecutive years by the time the leave is to be in effect. A member on a leave of absence, having served the system seven (7) or more consecutive years, must have returned to work and must have **worked** at least a semester after having returned to work before being eligible to apply for a Sabbatical Leave.
2. A Sabbatical Leave may be granted for one or more of the following activities if such is directly related to the professional improvement of the member as evaluated by the Board.
 - a. Formal study at an accredited college or university.
 - b. Research work under the guidance of competent research personnel
 - c. Travel, either domestic or foreign
 - d. Advanced study for a specialty program
 - e. Alternative careers related to the member's area of certification

ARTICLE XV, Continued

3. No more than ten (10) semesters of Sabbatical Leave may be granted during any one year.
4. Sabbatical Leaves for members employed by the Garden City Board of Education shall be granted in the following manner:
 - a. The study, research, or travel plans for the year or semester, together with the application, must be submitted to the Associate Superintendent for review. Criteria for the selection of the member(s) to be recommended to the Board of Education shall incorporate the following:
 - 1.) Date of filing the letter of application
 - 2.) Purpose of the leave
 - 3.) Seniority of professional service in the school system
 - 4.) Professional growth of the staff member
 - 5.) Objectivity - potential benefit to the school system
 - b. The deadlines for filing applications are:
 - 1.) The last school day in November for leaves to be granted for the second semester of that school year.
 - 2.) Last school day in May for the following fall semester or school year.
 - c. After due consideration of all letters of application, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board of Education will be furnished the member applicant at least five (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The member involved will then be asked to be present at the meeting when it comes up for consideration by the Board.
5. While on the Sabbatical Leave, the member will receive one-half (1/2) the salary **they** would have received for teaching in Garden City during this leave. Such pay will be paid according to regular pay procedure for that year or semester. The member will agree to the rewriting of **their** teaching contract to reflect the Sabbatical contractual salary or sign a contract rider reflecting the monetary change.
6. On the part of the recipients, the granting of sabbatical Leave carries an obligation to return to the system and to teach for a period of time at least double the length of the period for which the Sabbatical Leave was granted. As a condition to receiving final approval for a Sabbatical Leave, a member shall file with the Personnel Office a written agreement stipulating that

ARTICLE XV, Continued

following the leave **they** will remain in the service of the Garden City Public Schools for a period of

- a. One year of teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a semester leave).
 - b. Two years of teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a year's leave).
 - c. The obligations indicated in this subsection may be postponed for up to one (1) year as a result of a certified temporary medical disability of the teacher.
 - d. The obligations indicated in this subsection will be canceled as a result of a medical retirement of the member based on total and permanent disability.
7. To further protect the Board against loss by reason of failure to return the member shall execute a non-interest bearing promissory note to the Garden City Board of Education as follows:

- a. One Semester Sabbatical Leave

The member who receives a one semester Sabbatical Leave executes a promissory note in the amount of his one--half pay due for the period of the Sabbatical payable to the Garden City Board of Education and bearing a due date of the first day of the semester following the completion of the Sabbatical Leave period. If **they fail** to return to teach in Garden City the following semester, the full value of the note comes due on the day members report for duty for that semester. If the member returns and teaches one semester and fails to teach the second successive semester, one-half (1/2) of the note is forgiven but one-half (1/2) is due the first day of the next semester when the school system's members report for duty.

- b. Full Year Sabbatical Leave

The member who receives a year's Sabbatical Leave executes a promissory note in the amount of the half pay due **them** for the period of the year's Sabbatical Leave payable to the Board of Education and bearing a due date of the first day of the semester following the completion of the year's Sabbatical Leave. If **they fail** to return to teach in garden City the following semester, the full value of the note comes due on the day members report for duty for that semester. If the

ARTICLE XV, Continued

member returns and teaches one year but fails to teach a second successive year after the completion of the Sabbatical Leave, then half of the face amount is forgiven but one-half (1/2) is then due the first day of the next semester when the school system's members report for duty.

- c. The due date of the promissory note indicated in this subsection may be postponed for up to one (1) year as a result of certified temporary medical disability of the member.
 - d. The promissory note indicated in this subsection will be canceled as a result of a medical retirement of the member based on total and permanent disability.
8. During the Sabbatical, all rights in reference to the member's professional status on the faculty shall remain the same as though the member has taught in the classroom in Garden City for the academic year. This includes group insurance coverage while on leave and the member's average yearly accumulation of leave days upon return.
 9. During the Sabbatical, the member shall not be allowed to hold any full-time paid positions. However, this section shall not be construed to deny any member the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
 10. The provisions of Article XV, subsection L.1 are not applicable to this section.

J. Voluntary Leave

1. The Board shall grant a voluntary leave of absence, upon request, to a member without pay or fringe benefits, for a purpose(s) not enumerated in this Agreement. Members may take a one (1) semester or one (1) year leave under this provision. The Board shall extend such a leave up to three (3) years at the request of the member provided that a certified replacement is available. The Board may extend such leave up to an additional two (2) years at the request of the teacher provided a certified replacement is available. Said leave shall not be granted for the purposes of accepting an administrative position in the Garden City School District. (See Article XXII, A.4.b.) In no case shall a member be eligible for a voluntary leave for a cumulative leave period of time that exceeds the member's seniority at the time the leave began, rounded upward to the nearest full semester. (Further, the employer agrees that the sentence preceding this one shall not be applied to affect bargaining unit members who are on voluntary leave as of the ratification of the 1988-91 agreement, for the duration of that continuous, uninterrupted voluntary leave of absence.)

ARTICLE XV, Continued

2. The member who has placed his seniority in escrow may continue all fringe benefits by reimbursing the district at the group rate.
3. Any member who has extended **their** leave time under the provisions of this section shall return to employment status with the district or be terminated.
4. These provisions shall apply to any member on employment, leave, or layoff status.
5. Application for a leave starting in September shall be submitted, in writing, to the Personnel Department by June 1 of the school year preceding such leave. Application for a leave starting the second semester shall be submitted, in writing, to the Personnel Department by December 15 of the current school year. Leaves may be granted beyond these deadlines with the concurrence of the Superintendent and the Association President.
6. The Board assumes the responsibility of notifying the member on layoff whether or not the member needs to consider the possibility of being recalled. Within 30 days of such notice of possible recall the member on layoff may request a leave under the provisions of the personal leave provisions of this agreement.
7. The provisions of Article XV, Section L, subsection 1 are not applicable to this section.

K. Return from Leave

1. A member returning from a Public Office Leave, Peace Corps Leave, Association Leave, State and National Officer Leave or Sabbatical Leave shall be assigned to the same position or a substantially equivalent position.
2. Upon return of a member from any other leave provided for in this Article, the member will be placed in a position for which **they are** certified and qualified.
3. A member returning from a Voluntary Leave at the beginning of the second semester shall be placed into an existing vacancy for which the member is certified and qualified or, in the absence of such vacancy, to a permanent substitute position for the balance of the school year.

L. Contractual Termination of Member Services

A member granted a leave under this contract may be terminated from employment if **they do** any one of the following:

1. Takes another contract for professional services or other full-time employment, unless specifically approved by the Board when granting the leave.

ARTICLE XV, Continued

2. Fails to utilize a leave granted for the purpose as originally requested, and for which it was granted.
 3. Fails to accept the specific assignment offered and for which the returning member is fully certificated to perform.
 4. Fails to make satisfactory arrangements to return any wage overpayments to the Board within thirty (30) days from notification of the overpayment.
 5. Acquires a medically substantiated incapacitation, which appears to be permanent, mental or physical, preventing resumption of contractual service on the date of the termination of such leave, as provided in the Michigan Teacher Tenure Act.
- M. A member may request three (3) days per year to participate in recognized religious holidays without the loss of leave time. The member will be required to make up those days through a mutually agreed upon time with the building administrator. In the event that the member and the building administrator are unable to arrive at a mutually acceptable time for the missed work time to be made up, the Association President and the Associate Superintendent shall meet to mutually establish a make-up time. In the event that the time is not made-up by the end of school year, the member will utilize leave time.

ARTICLE XVI - School Calendar

- A. The Board recognizes the sincere interest of the Association in the formulation of the annual school calendar. It is the legal responsibility of the Board to establish such an annual calendar. The following are the policies to be utilized in establishing the calendar:
- 1a. That the school year shall, for contract purposes, officially commence for non-probationary members on the Tuesday following Labor Day and shall consist of 179 work days.
 - 1b. That the school year shall, for contract purposes, officially commence for first and second year probationary members on the Wednesday immediately preceding Labor Day and shall consist of 182 work days.
 - 1c. That the school year shall, for contract purposes, officially commence for third year probationary members on the Thursday immediately preceding Labor day and shall consist of 181 work days.
 2. That the school year not exceed the 18th day of June in any year if all state attendance requirements for students are met by that date.
 3. That the Winter recess will be observed beginning no later than the end of the school day on the 23rd day of December and ending no earlier than the 1st day of January and all days within this period will not be scheduled as member work days.
 4. That Mid-Winter Break be scheduled for 5 consecutive days midway between the Winter and Spring Recesses.
 5. That Spring recess begin at the end of the regular school day on Thursday preceding Good Friday and continue through the week following Good Friday and all days within this period will not be scheduled as member work days.
 6. That the following days will not be scheduled as member work days:
 - (a) Thanksgiving Day
 - (b) The Friday following Thanksgiving Day
 - (c) Memorial Day
 - (d) Independence Day
 7. Part-time program calendars shall be established and shall be made available to part time members as soon as practicable.
- B. The Official Full Time Calendar(s) is/are set forth in *SCHEDULE E*.

ARTICLE XVII - Staff/Curriculum Development Council

- A. The Staff/Curriculum Development Council shall serve as a coordinating and planning group for staff development, and curriculum concerns. SCDC shall be the organization through which all proposed curriculum changes are processed. Proposed changes shall be processed in a timely manner.
The Board of Education retains the right to make final curriculum decisions including those which may be contrary to the recommendation of SCDC. The superintendent shall have the right to attach alternative recommendations to any curriculum change proposed or opposed by SCDC.
- B. The council membership shall be comprised of one member representative from each elementary building, two member representatives from each secondary building from different content area, one member representative from the Developmental Learning Program, one member representative from the part-time program, one GCEA member-at-large, one administrator from each level, two administrators from Central Office, and one administrator-at-large. Bargaining unit members shall be selected per Association policy and procedure. The council shall have co-chairpersons, one a teacher and one an administrator, who shall chair alternate meetings.
- C. The council shall meet at least five (5) times per school year as determined by the council. Members serving on the council shall be given released time.
- D. The council shall be allowed to consult with any persons necessary to effectuate sound instructional programs.
- E. The conditions which follow shall govern member participation in the school improvement process as defined in PA 25 and encompassing all of its components.
1. Member participation is crucial to the success of the school improvement process. The parties recognize that there will be different levels of member participation in that process.
 2. No school improvement team nor the district team may alter the collective bargaining agreement. Contractual or association concerns shall be dealt with per provisions of Article XIII. A. or Article XIV.G.
 3. a. The district L-SIP/Leadership for School Improvement Committee shall consist of GCEA members equal to the number of administrators who sit on the team.
b. The district school improvement committee shall consist of one GCEA member from each classroom building to be appointed by the GCEA

ARTICLE XVII, continued

President, the GCEA President or [their](#) designee, and other persons as stipulated in the law. (PA 25)

- c. Membership of the site-based school improvement committees shall include GCEA members and representatives of all school employee groups in the building as required by law. Building employees and principal will mutually select the building school improvement committee.
4. Participation/non-participation in committees, which is voluntary, shall not be used as the criteria for evaluation, discipline and/or discharge.
5. School improvement activities and meetings which are scheduled during the members' regularly scheduled work day, shall not result in a loss of contractual pay.
6. A recommendation made by the building level school improvement committee must be approved by consensus or a minimum of 75% of the members who will be affected by that decision. Once approved, a decision shall be implemented by the total staff.
7. All specific school improvement measures shall be for a specific duration not to exceed one school year. All school improvement measures/recommendations shall be reviewed by school improvement committees in May of each year for future or continued implementation. Continued measures and/or proposed recommendations shall be provided to the Superintendent and the Association President not later than June 1 of each year.

ARTICLE XVIII - Part-Time Members

A. Definitions

1. Part-time members shall be defined as those requiring certification employed outside the traditional public school day program.
2. Seniority shall be defined as in Article XXII, A.
3. Building shall be defined as the Part-Time Program.
4. Certification, Assignment, Preference
 - a. Certification shall be defined as the member's teaching areas as designated by the State.
 - b. Assignment shall be defined as certification.
 - c. Preference shall be defined as hours, courses, time frames, and site, in that order.
5. Semester shall be defined as 60 hours of instruction for High School completion and ABE. Exceptions to this definition shall include Summer School, Driver Education, ABE-MI, ABE-ESL, Parochial, DLP Summer Program, Dental Assistant, Grant-Related Programs, and other contracted services as may be developed. Notification of Grant-Related Programs and other contracted services shall be given to the Association.
6. Notification, Application and Tentative Assignment shall be defined as:
 - a. Notification: Summer school programs prior to March 15th; Fall programs prior to July 15th; Winter programs prior to November 30th.
 - b. Application: Summer programs prior to April 30th; Fall programs prior to August 30th; Winter programs prior to December 30th.
 - c. Tentative Assignment: Summer programs prior to May 15th; Fall programs prior to first day of class; Winter programs prior to first day of class.
7. Placement shall be defined by semester.

B. Positions in all part-time programs shall be filled on a voluntary basis by regularly certified members from the part-time seniority list of the Garden City School System working within their areas of certification.

C. Compensation as per Article IV, Section H Independence Day (July 4) shall be a paid holiday for members regularly employed in the part-time summer program. A part-time member must be in pay status for [their](#) scheduled work day immediately preceding and following the holiday to be eligible for such payment. Compensation shall be paid on the same schedule as are full-time members.

ARTICLE XVIII, Continued

- D. The normal member load in the Part-Time program shall not exceed 24 hours per week. Fifteen percent (15%) of assigned teacher/counselor hours shall be compensated for preparation time.
- E. The Assignment Process is premised on the recognition that all teaching positions are vacant prior to the beginning of each semester. The process involves three steps:
 - Step 1.** Every part-time member shall choose 2 classes (defined as 60 instructional hours per semester per class) based on seniority, certification, and preference.
 - Step 2.** By seniority, certification, and preference each part-time member shall be assigned up to two (2) more additional classes (defined as (120) instructional hours).
 - Step 3.** Any part-time member, who works in excess of twenty-four (24) hours per week, shall sign a waiver confirming their part-time status, acknowledging that their compensation is as identified in Article IV, Section H of this agreement, and waiving any claim to fringe benefits as delineated in Schedule B of this agreement. Additionally, the waiver will confirm that the member is working more than twenty-four (24) hours per week at their own request.
- F. Leave time shall be defined as per Article XV, Section A.1. Members on the part-time seniority list shall accept an assignment or apply for a voluntary leave per Article XV, Section J. Within the eligibility provisions as stated in Article XV of this agreement, part-time members may apply for voluntary leaves in increments of up to one (1) year in duration.
- G. Teaching conditions shall be established as per Article VII.
- H. Part-time members shall not be required to work in excess of a five (5) day week. No member shall be denied a summer teaching position for refusal to make a commitment exceeding eight (8) weeks. Members shall be obliged to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances, or other situations which threaten the health or safety of students.
- I. Discipline of a member shall be defined as per Article IX.
- J. Additions to the part-time program shall be made only when no current member can be placed according to seniority, certification, and preference. If additional positions become available, the Board will hire properly certified teachers for those positions in the following order of preference:
 - 1. Currently laid-off members

ARTICLE XVIII, Continued

2. Currently employed full-time members
 3. Others
- K. During those periods when the following counseling/guidance activities, **with the exception of** routine registration work functions, are required:
1. evaluation of credits/transcripts; or
 2. advising students regarding class selections and graduation requirements; such activities shall be offered to bargaining unit members by seniority, who possess counseling certification. Members shall be compensated per Article IV, Section H. Aside from those activities enumerated in Section K.1 or K.2 above, the Board may or may not offer additional registration activities to bargaining unit members. The Board shall determine the rate of pay for such additional non-bargaining unit activities, if offered.
- L. The Board agrees that the Alternative Education Program shall not cause the loss of any GCEA positions; should the number of students for which the Board receives funding equal to that of K-12 students, equal or exceed the class size limit in the High School, an additional position will be added to the regular High School schedule and will be assigned as such. The Board agrees to discourage the use of Alternative Education in lieu of regular K-12 programming and that the program will not be used to lessen the number of the GCEA members.

ARTICLE XIX - Special Teaching Assignments

- A. Supervision by a member of a student teacher(s) shall be voluntary.
- B. Any tenure member may volunteer to supervise a student teacher. A list of those volunteering will be kept current.
- C. The Board shall disclose the amounts of monies received from colleges and universities for placing student teachers. These monies shall be remitted directly to the respective supervising members.
- D.
 - 1. The Board of Education may employ a maximum of twenty (20) people in reserve member status. Reserve member status would be available to only those members who are laid off at the end of the current school year and who qualify for twenty-six (26) weeks of unemployment compensation.
 - 2. Laid off members must sign a letter of agreement accepting the reserve member status position on or before the last regular work day of the current school year.
 - 3. The reserve member will be assigned substitute duties. When no substitute assignments are available, the reserve member shall be assigned to tutoring, media center, library, curriculum development and/or in-service. Whenever possible, the reserve member will fill long-term assignments. The reserve member work day will be in accordance with Schedule D. If the reserve member is called back from layoff to regular status, all days worked shall count toward a salary schedule increment.
 - 4. The reserve member shall be compensated at one hundred dollars (\$100) per day up to a maximum of 183 days per school year. The Board of Education shall provide all benefits identified under Schedule C of this agreement to reserve members.
 - 5. If additional positions in part-time programs which are currently covered by this agreement become available, the Board will hire properly certified members for those positions in the following order of preference:
 - a. currently laid-off members
 - b. currently employed full-time members
 - c. others

ARTICLE XX - Professional Improvement

- A. The parties support the principle of continuing training of members, participation by members in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board agrees to provide, through the building and departmental budgets, and as approved by the immediate administrator, the necessary funds for members to attend selected professional conferences. This shall be made known and will be accessible in a fair and equitable manner to all members. Appropriate expenses incurred in attendance and sufficient leave time without loss of compensation shall be granted to the member by the Board.
- C. A reassigned member program will be continued through SCDC that provides the opportunity for members to receive additional training, course work, or support help where they are assigned to a course or grade level significantly different than anything they have taught in the last five years. This will also be offered where their training or experience is found to be deficient in some manner. The extent of this retraining help will be offered equally to all members in a similar situation contingent upon the availability of funds. The retraining fund will be budgeted at the rate of \$100 per member in the Dearborn Continuing Education credit Program, but with a minimum of \$5,000. This fund will be administered jointly by the Co-chairpersons (administrator and member) of SCDC.
- D. The Administration shall schedule nine (9) half days of released time for all D. L. P. members for the express purpose of in-service training contingent upon the availability of outside funding.
- E. Mentor Teachers
 1. A. Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
 2. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
 3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher shall be a tenured member of the bargaining unit.

ARTICLE XX, continued

- b. Participation as a Mentor Teacher shall be voluntary.
 - c. The principal and the building union representatives shall make mentor teacher assignments. Where no agreement can be reached as to which teacher shall be assigned, the Superintendent and the Union President shall make the assignment.
 - d. Every effort will be made to match Mentor Teachers and probationary teachers who work in the same building and have the same area of certification.
 - e. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and probationary teacher after 8 months. The appointment may be renewed in succeeding years.
4. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential. While the relationship is to be confidential, such shall not negate the responsibilities of either the mentor or probationary teacher to meet their legal obligations. Probationary teachers, likewise, will not participate in any way in the evaluation of mentors. The performance of the mentor teacher as a mentor shall not be a proper subject for the evaluation procedure. Further, the mentor teacher shall not be called as a witness, by either party, in any grievance or administrative hearing involving the mentee's probationary performance and/or as related to the continued employment of the mentee, nor shall the mentee be called as a witness, by either party, in any grievance or administrative hearing involving the performance of the mentor teacher in his/her role as a mentor.
 5. Suggested standards for release time for the probationary teacher will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to a half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher may take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
 6. A minimum of once a year, both mentors and probationary teachers will be updated on the legal ramifications of said program.

ARTICLE XXI - Maintenance of Professional Standards

- A. The Board sets the following continuing standards for hiring teachers:
 - 1. No new members shall be hired who have not completed a minimum of the bachelor's degree at a recognized college or university.
 - 2. No members shall be hired who have not completed the requirements of the Michigan Certification Code, as amended, and have been recommended for at least the Provisional Teaching Certificate.
 - 3. As of July 1, 1993, new members shall have at least two areas of teaching certification. Should the district choose to employ any teacher with only one area of teaching certification after July 1, 1993, said teacher shall not be allowed to force a more senior teacher from the member's preferred assignment at any time or for any reason in the future.
 - 4. Persons with less than the above minimum requirements may be hired in an emergency situation until adequate certificated personnel meeting the above requirements are available.
- B. In order to provide the children of the School District with broader perspectives and to encourage awareness and appreciation of the contributions of varied cultures, races, ethnic and religious groups, etc. to the American society, the Board shall continue to make every effort when filling vacancies to hire competent personnel with various cultural, racial, ethnic, and religious background.
- C. The Garden City Board of Education agrees not to outsource jobs or other duties which have been traditionally K-12 or otherwise contemplated in Article I, the Recognition Clause. The Garden City Board of Education agrees that no additional K-12 regular positions or students will be placed in the Continuing Education Program unless agreed to by the Association. It is understood that where the school district is currently using outside instructors (for example the cosmetology program) the District may continue to do so.
- D. The use of a student teacher as a substitute teacher in a classroom, other than the critic member's classroom, shall require the approval of the critic member.

ARTICLE XXII - Seniority, Layoff, Recall, Consolidation

A. Seniority

1. Seniority shall be defined as the continuous length of service within the bargaining unit as defined in ARTICLE I. Such service will begin with the official date of hire by the Board of Education.
2. The seniority of members previously employed by Wayne County Intermediate School District and employed by Garden City Schools as the result of the acquisition of the Developmental Learning Program in the Fall of 1978 and 1979 shall be defined as the continuous length of service from their date of hire by Wayne County Intermediate School District.
3. When a seniority question arises with respect to more than one individual member having the same official date of hire by the Board of Education, relative seniority shall be determined by the first date at work in pay status and then, if necessary, lottery draw. In the event a lottery draw is necessary, all individuals affected will have an opportunity to participate in the drawing and the Association and the members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected members and Association representatives an opportunity to be in attendance. In the event affected members do not attend the applicable lottery drawing, the Association representative will participate in the drawing in place of the member.
4. A member shall lose his seniority if he resigns, retires, accepts an administrative position not in compliance with the following provisions, or is discharged by the Board.

Administrators who previously taught in the Garden City School District and are currently, as of September 1, 1979, employed as administrators, shall retain their status on the member seniority list provided their service to the district has been continuous from their first date of hire. Members currently in the bargaining unit as of September 1, 1979, who were previously employed as administrators in the Garden City School District, shall be considered to have continuous service for the purposes of establishing their seniority date. All others shall be subject to the following:

- (a) Administrators shall have no seniority within the bargaining unit;
- (b) Members desiring to transfer to a Garden City administrative position may do so for a one-year period without jeopardizing their seniority status. At the end of the one-year period, if the member chooses not to

ARTICLE XXII, Continued

return to the bargaining unit, all seniority shall be forfeited. The member shall be assessed the professional dues and assessments as provided for in ARTICLE III of this Agreement.

5. Updated district-wide seniority lists, including name, seniority date, and areas of certification shall be established by the Board at least annually. Fifty (50) copies of said lists shall be supplied to the Association by February 1 of each year, in the following manner:
 - (a) the employer shall supply two (2) copies of the list to a building representative designated by the Association in each building;
 - (b) the remainder of the copies shall be supplied to the Association president. Part-time members' seniority date shall be the first day in pay status in a part-time position in the district.No member can transfer seniority from the part-time program to the full-time program.
6. Consideration shall be given to the part-time members for additions to the full-time seniority list.

B. Layoff

Should changes in student population, financial, or other conditions make necessary a general reduction in the number of members employed by the Board, members will be laid off in the following order: (The Board will endeavor to give the Association at least fifteen (15) days notice prior to implementation of said reduction.)

1. Members on ninety (90) day or emergency certificates including interns will be laid off before all others.
2. Probationary members will be laid off on a last in first out seniority basis, except that the Board may pass over for layoff any member who because of specialized certification cannot be replaced in established programs.
3. If a further reduction is necessary, tenure members will be laid off on a last in first out seniority basis, except that the Board may pass over for layoff any member who because of specialized certification cannot be replaced in established programs.

C. Any member transfer that is a direct or indirect result of layoff procedure shall be considered voluntary.

D. Consolidation, Annexation, Merger

To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. In the event this district

ARTICLE XXII, Continued

shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district. Members employed in the Garden City Schools will be given preference for positions in those school buildings which exist at the time this Agreement is ratified or are constructed during the life of this Agreement. The District shall give the Association as much notice as possible if it is likely that a merger or consolidation will take place, in case the Association needs to bargain wages, hours or conditions of employment with another employer. The Board shall not agree to or allow any annexation, consolidation, or merger, in whole or in part, involving the School District of the City of Garden City, unless the seniority rights of G.C.E.A. members are not disadvantaged. The intent of this language is to insure that G.C.E.A. members are treated equally with respect to the determination of their relative seniority in the newly formed district.

E. Recall

1. Members shall be called back from layoff on a last-out, first-back basis if such call-back occurs prior to the opening of the school year. Members shall be called back from layoff on a last-out, first-back basis as positions become vacant in their area of certification during the school year such that no disruptions of existing established member assignments are necessary. A member shall not be required to return for less than a full-time, full year position, except that in no such case shall the employer be construed to have waived its right to contest payment of additional unemployment benefits.
2. This layoff procedure is not to be interpreted to give probationary members greater rights than tenure members.
3. All members shall have an indefinite right to be recalled from layoff. Members who are recalled shall return to the district, permanently sever from the district or request a leave under provisions of Article XV except that no member who is recalled while under contract with another district shall forfeit [their](#) right to recall so long as the existing contract predates the notice of recall. Members who do not accept a recall as a result of being under contract with another district as described above shall forfeit their right to recall in Garden City for the balance of that school year only.

F. ARTICLE VI, Section F shall guide the spirit and intent of this Article.

ARTICLE XXIII - Miscellaneous Provisions

- A. This Agreement shall supersede any contrary or inconsistent terms contained in any individual member contract in effect or to be written, during the term of this Agreement. The provisions of this Agreement shall be considered part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations, and practices not inconsistent with this contract. This provision does not preclude the rights of the Association under ARTICLE I, Section A - Recognition. Copies of Board Policy Manuals shall be placed in all building manuals.
- B. If any provision of this Agreement or its application shall be found to be contrary to law, such provision or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.
- C. Members of the Association, the bargaining unit, and the officers thereof, individually and collectively, share with the administration and Board the mutual responsibility of the total enforcement of this Agreement.
- D. This agreement and established past practices shall constitute the full and complete commitment between both parties. Any party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.
- E. Should a third party challenge the validity of any of the provisions of this contract by filing a grievance or a suit at law, both the Association and the Board will actively defend against such suit(s) and share equally any cost of such defense.
- F. Copies of this Agreement shall be printed at the expense of the Board and presented to all members now employed or hereafter employed by the Board. Twenty (20) copies of the Master Agreement (including three signed copies will be forwarded to the GCEA, and twenty (20) copies to the MEA. If a computer disk is used in the preparation of the Master Agreement, the district shall provide a copy of such disk to the MEA.
- G. [All members, who are Garden City residents, may utilize the District's regular latchkey program without cost. Members who elect to utilize this option shall register their children during the regular latchkey enrollment period, pick up their children from the latchkey program not later than thirty \(30\) minutes after](#)

ARTICLE XXII, Continued

the end of their regular work schedule, and comply with all rules and regulations that pertain to other residents who utilize the service.

The District shall reserve eight (8) spots in the district's day care program for the children of members. Members who are interested in having their children participate shall notify the Director of Adult and Community Education in writing before 4:00 p.m. on July 1. Requests to participate shall be granted on seniority basis and members shall be notified in writing no later than July 15 of the action taken in regard to their request. In the event all eight (8) spots are not requested by July 1, those spots remaining, up to eight (8), shall be filled by members requesting in writing, on a first come first serve basis, through August 15 or the last business day before August 15. All remaining spots not requested by August 15 or the last business day before August 15 shall be declared open and shall be filled through the regular day care registration program on a tuition basis. Should the child of a member be withdrawn from the program after having been granted admission, the vacated spot shall be declared open after August and filled through the regular day care registration program on a tuition basis. Members shall comply with all rules and regulations that pertain to others who utilize the service. Members who utilize the service understand that the value of participation in the program will result in a tax liability.

- H. A Finance Review Committee composed of three Association representatives and three Administrative representatives shall meet at least once a month during regular work hours to review finances (i.e., revenue, expenditures, cash flow, forecasts for the future, etc.). Members of this committee shall have the opportunity to provide direct input to Board Finance Committee.
- I. In the event a National Health Program is enacted that would affect the health care benefit of this agreement in any way, or the tax status of the benefit, the parties agree to negotiate the impact of such changes. The parties agree that the goal of such negotiations shall be to maintain current health care benefits at their current level and costs so as to minimize any negative tax consequences to the members and/or any unanticipated cost increase for the district.
- J. The parties understand and agree that this Agreement must be interpreted and applied consistent with the terms of the No Child Left Behind Act, as such terms become effective, and the Union and District agree to work cooperatively in implementing the terms of the Act.

SCHEDULE E

GARDEN CITY PUBLIC SCHOOLS 2007-2008 CALENDAR

REVISED 6/14/2007

REVISED 6/14/2007

August (0 days*)

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
		IN	IN	IN#

September (17 days*)

M	T	W	TH	F
3	4	5	6	7
	R	R	@	^
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October (23 days*)

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November (20 days*)

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December (15 days*)

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January (17 days*)

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
IN%				R+
28	29	30	31	

February (16 days*)

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

March (15 days*)

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

April (22 days*)

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May (21 days*)

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

June (9 days*)

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	
			R+	

KEY

- End of Marking Period
- No School
- +** End of Semester
- R** Teacher Work Day (Records Day)
- 1/2** Count as Full Day
- IN** 1st, 2nd Year Probationary Teachers (3 Day Inservice Training)
- #** 3rd Year Probationary Teachers (2 Day Inservice Training)
- @** 1st Day for Students 1 - 12
- ^** 1st Day for Kindergarten Students
- IN%** District Inservice Day (No School for Students)

Marking Periods

09/06/07	thru	11/09/07	47	47
11/12/07	thru	01/25/08	42	90
01/28/08	thru	04/04/08	39	128
04/07/08	thru	06/12/08	48	176

Instructional Days *

47	47
42	90
39	128
48	176

Teacher Work Days

49 (51/52)
43
39
48
179 (181/182)

SCHEDULE B

Co-Curricular Pay Schedule

Teachers involved in extra duty assignments will be compensated at the following percentages of the B.A. Salary Schedule A in existence at the beginning of the school year. Each year of experience in the activity is equal to one step on the schedule to a maximum of Step 4.

For the 2004-2005 school year, Schedule A will be assumed to have 2% improvement for the entire school year over 2003-2004 for purposes of 2004-2005 Schedule B calculations.

High School Athletics

Athletic Director 14.3%

Athletic Director at the high school shall be released from all classroom teaching responsibilities. The entire day workday shall be used for preparation and duties related to the Athletic Department.

The compensation percents for the following positions identified on Schedule B shall be changed as follows:

Head Coaches:

Football	11.25%
Basketball	11.25%
Wrestling	10.00%
Swimming	10.00%
Track	8.75%
Baseball	8.75%
Cross Country	8.75%
Tennis	8.75%
Golf	8.75%
Volleyball	8.75%
Softball	8.75%
Soccer	8.75%

Middle School Athletics

Athletic Director

4.00%

The Athletic Director at the Middle School shall be compensated an additional 8% (12% total) in lieu of released time.

Head Coaches:

Football	7.50%
Basketball	7.50%
Wrestling	6.25%
Track	6.25%
Baseball	6.25%
Volleyball	6.25%

All coaches' pay includes pre and post season practices and games.

Assistant Coaches' schedule will be an amount equal to 70% of the Head Coaches' schedule in that sport.

Equal Pay Schedule - In accordance with Title IX, equal pay for equal work, all assignments (girls and boys) will be paid on the same basis. If there is a discrepancy on the length of the season, then the shortest season will be prorated accordingly.

Coaches occupying other coaching positions which may be created by the Board shall be paid amounts in a fair and equitable relationship to the above. To aid the Board in making its determinations relative to pay for these positions, athletic directors, affected principals, and a representative of the Association shall make joint recommendations concerning such.

HIGH SCHOOL

Cheerleading	3.32%
Newspaper	4.00%
Annual	4.00%
Debate or Forensics	2.25%
Band/Color Guard	6.00%
Art	2.50%
Vocal Music	4.60%
Stage Lighting	3.60%
Theater Arts (total per school for teachers & events)	7.50%
Senior Class Sponsor (Per person, maximum of three (3) persons)	3.06%
Junior Class Sponsor (Per person, maximum of two (2) persons)	1.06%
Sophomore Class Sponsor (Per person, maximum of two (2) persons)	1.06%
Student Council (one (1) teacher per building)	3.00%
Intramural Athletics Director (Per season - three (3) seasons)	2.21%
National Honor Society	3.00%

MIDDLE SCHOOL

Spirit Club	2.65%
Cheerleading	2.30%
Newspaper	2.30%
Yearbook	2.30%
Class Play Directing	3.25%
Band - Junior High/Elementary (Per person, maximum of 2 persons)	4.00%
Student Council (one (1) person per building)	3.00%

MIDDLE SCHOOL

Intramural Athletics Director (Two (2) persons per season - three (3) seasons)	1.77%
Vocal Music	3.00%
National Honor Society	3.00%

ELEMENTARY SCHOOL

Safety Squad	3.25%
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SPECIAL SERVICES

Homebound Teacher *	3.54%
Developmental Learning Program Newsletter (one position)	2.21%

* If required to work beyond the contractual reporting time and leaving time as determined by the reporting and leaving time of the non-homebound base assignment.

Homebound Teacher's Daily Rate = $\frac{\text{B.A. Base} \times 3.54\%}{181}$

HIGH SCHOOL AND MIDDLE SCHOOL

1. Athletic Event Supervision (per event, per person)

Same as hourly rate ARTICLE IV, Section G

2. Secondary School Department Coordinators

.5% Full-time teacher equivalent in the department

Any positions (not on this schedule) restored from a previous schedule, shall be paid at the previous rates plus the general percentage increases called for in this schedule.

Released time of six (6) days per year provided to each elementary building to be used for chairmanship of such activities such as (Spelling Bee, Young Authors, Student Council, Christmas Programs, etc.) Administrator may approve additional released time at his/her discretion.

SCHEDULE C
Insurance

Teacher Life Insurance Coverage

Life of Teacher	\$100,000
Accidental Death and Dismemberment	\$100,000

Dependent Life Insurance Coverage

Lives of dependent children - child 14 days to 19 years old (extended to 23 years if full-time college student)	\$10,000 each
Life of spouse	\$10,000

**Hospitalization and Major Medical Insurance Coverage for Teachers,
Dependent Spouses and/or Dependent Children**

Through January 31, 2006, continue to offer BC/BS 4.0 plan to all current members with the \$5/\$10 prescription coverage rider. The current plan shall provide a two million dollar (\$2,000,000) lifetime cap on benefits; routine mammography, pap tests and PSA testing. Additionally, the prescription coverage shall reflect participation with the Preferred Prescription Provider rider.

Effective February 1, 2006, the coverage equivalent to the Community Blue 1 PPO with riders shall be offered to mirror the Choices II PPO. This will replace the BC/BS 4.0 plan coverage.

The Community Blue 1 PPO with a \$5/\$10 prescription coverage rider shall be offered as an option to current members through the 2006-2007 contract year. Members who select this option shall receive a two-hundred fifty dollar (\$250) cash payment each year. The cash payment may be used to expand the life benefit currently provided to members if the individual so desire.

Effective July 1, 2003 all new members shall be enrolled in the Community Blue PPO 1 plan instead of the BC/BS 4.0 Plan. New members shall continue in the Community Blue PPO plan until the end of their fourth probationary year. After the fourth probationary year, members shall then have the option of changing coverage to the current medical plan as provided in this agreement.

Effective September 1, 2007 a \$10/\$20 prescription coverage rider for non-mail in prescriptions will be in place for all medical insurance options.

Teacher Long Term Disability Insurance Coverage (including medical disability resulting from pregnancy under Article XV, Section A.1.a.)

Qualifying Period: Accident - exhaustion of accumulated sick leave
*Sickness - 7 work days or the exhaustion of accumulated sick leave, whichever occurs last
Workers' Compensation - after forty (40) weeks

Benefit: 66 2/3% of monthly salary¹ not to exceed a maximum of \$5,000 per month.

Maximum: Maximum Benefit Period
Accident - Age 65
Sickness - Age 65

Type of Coverage 24 hour

Integration with other income benefits

1. Workers Compensation
2. Michigan Public School Employee Retirement Fund
3. Social Security - Family
4. Any employer-sponsored disability or retirement plan

Teacher Long Term Disability Insurance coverage - Continued

Fringe benefits shall remain at no less than the benefits available on the last day that the member worked. Should benefits offered members of the bargaining unit increase, those members on Long Term Disability will be granted the increased benefits on his/her first day back at work. Waiting period shall be a seven (7) day modified fill.

Dental Insurance Coverage for Teachers, Dependent Spouses, and/or Dependent Children

Teachers who have dual dental insurance coverage as a consequence of their spouse's employment either with the Board or elsewhere shall receive Blue Cross 50-50-50-50 coverage.

The coverage will be as follows: Blue Cross Dental

CR-RC-10-10	MBL \$1,500
OS-10	MBL \$2,500

Class I	100% Oral Examinations, X-rays, Flouride Treatments, Cleanings, Emergency First Aid Treatment **
Class II	90% Restorative, Extractions, Root Canals, etc. **
Class III	90% Dentures, Bridges **

** \$1,500 Benefit

Class IV	90% Orthodontic Rider - \$2,500 lifetime benefit
----------	--

Vision Insurance Coverage for Teachers, Dependent Spouses, and/or Dependent Children

The Board shall provide a group vision insurance program with the following annual benefits per teacher, dependent spouse, or dependent child (each).

1. Examination	100% of reasonable & customary
2. Single Vision Lenses	100% of reasonable & customary
3. Bi-focal Lenses	100% of reasonable & customary
4. Tri-focal Lenses	100% of reasonable & customary
5. Lenticular Lenses	100% of reasonable & customary
6. Frames	100% of reasonable & customary
7. Contact Lenses	\$40.00 per lens. 100% of reasonable & customary charges is paid if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses but can be corrected to 20/70 or better by the use of contact lenses.

An examination, frame and one pair of corrective lenses (including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a 12-month plan year for each eligible member of the family.

Legal Garden City Public Schools - Self-Administered basis, benefits equal to those provided by Super MEALS II. Effective 9/1/03, tax preparation will no longer be a covered benefit under this plan.

Option Eligible bargaining unit members not electing health insurance will receive \$100 per month (\$1,200 per year), to be remitted by the last day of each month.

NOTES

1. Teachers on approved leave may continue to carry the same coverage by paying group rates. Payments to begin within thirty (30) days from beginning of leave.
2. Teachers working the full contractual year will be covered through August 31 of that year even if employment is terminated prior to date.
3. A widow or widower of a teacher may carry dependent life, hospitalization, and major medical coverage by paying the group rates until remarriage.

SCHEDULE D
SCHOOL SCHEDULES
2003-2007

SENIOR HIGH SCHOOL SCHEDULE

7:15	-Teachers' normal reporting time
7:20 - 8:20	-First Period (60 minutes)
8:25 - 9:25	-Second Period (60 minutes)
9:30 - 10:26	-Third Period (56 minutes)
10:31 - 12:07	-Fourth Period & lunch (61 minutes)
12:12 - 1:08	-Fifth Period (56 minutes)
1:13 - 2:08	-Sixth Period (55 minutes)
2:35	-Teachers' normal leave time

Half Day Schedule: Total 11 half days

Exam schedule – 6 half days (250 minutes of instruction)
Fall Parent/Teacher Conference days – 2 half days (185 minutes of instruction)
Exam make-up day – 1 half day (185 minutes of instruction)
Inservices – 2 half days (196 minutes of instruction)

MIDDLE SCHOOL SCHEDULE

7:45	-Teachers' normal reporting time
7:50 – 8:50	-First Period (60 minutes)
8:55 – 9:55	-Second Period (60 minutes)
10:00 – 10:56	-Third Period (56 minutes)
11:01 – 12:37	-Fourth Period & lunch (61 minutes)
12:42 - 1:38	-Fifth Period (56 minutes)
1:43 - 2:38	-Sixth Period (55 minutes)
3:05	-Teachers' normal leave time

Half Day Schedule: Total 9 half days

Exam schedule – 5 days (195 minutes of instruction).
Fall Parent/Teacher Conference days – 2 half days (190 minutes of instruction).
Inservices – 2 half days (190 minutes of instruction)

DEVELOPMENTAL LEARNING PROGRAM SCHEDULE
Burger Center
2003-2007

8:00	Teachers' normal reporting time
8:05	Bell rings
8:10 – 9:15	1 st session (60 minutes)
9:15 – 10:15	2 nd session (60 minutes)
10:15 – 11:15	3 rd session (60 minutes)
11:15 – 11:20	Lunch passing (5 minutes) (AM session 190 minutes)
11:20 – 12:05	Lunch/teacher plan (45 minutes)
12:05 – 12:10	Lunch passing (5 minutes)
12:10 – 1:10	4 th session (60 minutes)
1:10 – 2:10	5 th session (60 minutes)
2:10 – 3:11	6 th session (60 minutes) (pm session 181 minutes) (371 minutes per day)
3:20 p.m.	Teachers' normal leave time
8:10 – 11:30	Half Day Schedule
7 half days: 3 inservice days, 3 teacher work days, 1 records day	

APPENDIX D

AGREEMENT AND ACKNOWLEDGMENT

IN CONSIDERATION of my employment by and with the Board of Education of the School District of the City of Garden City, County of Wayne, State of Michigan,

I, _____, do hereby agree and acknowledge as follows:

1. That I will complete successfully all the requirements to obtain full and continuing approval/endorsement as a teacher of _____, and that I will provide immediate written proof of completion of these requirements to the Board of Education and to the Garden City Education Association by notarized copy of my approval/endorsement.
2. That I will provide to the Board, and to the Garden City Education Association, written evidence of enrollment for the purpose specified in Paragraph 1 above, from an appropriate college or university, no later than _____.
3. That I will continue to make myself eligible for, and receive, annual emergency or temporary approval from the Michigan Department of Education for the teaching of _____.
4. That I understand the terms of this Acknowledgment and Agreement were negotiated by the Association with the Board.
5. That if I do not obtain and provide appropriate evidence of full and continuing approval/endorsement, or if I do not comply with any term of this Agreement and Acknowledgment, then I will be placed on a Voluntary Leave until I satisfy its terms and conditions; unless I am not required to complete the requirements pursuant to my rights under Article VI, Section O, Subsection 1, of the collective bargaining agreement (Attached).

WITNESS:

Signature

Signature

Dated

Dated

EVALUATION LETTER OF UNDERSTANDING

The parties agree to continue the evaluation process utilized prior to the evaluation unfair labor practice until a final determination is issued by MERC or the courts.

Should the Association prevail, the evaluation form, timelines and procedures will be considered part and parcel of the contract, and will not be altered unless negotiated and ratified by both parties. Accordingly, tenured members would not be evaluated more than once every three years, unless on a plan of assistance.

Should the district prevail, the evaluation format shall be considered guidelines for the duration of the contract.

For the Garden City Education Association

Date

For the Garden City School District

Date

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of September, 2003 and shall continue in effect for four (4) years, until the thirty-first day of August, 2007 with an economic re-opener in 2005-2006 for 2005-2006 and 2006-2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE
CITY OF GARDEN CITY,
WAYNE COUNTY, MICHIGAN

GARDEN CITY EDUCATION
ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chief Negotiator

By _____
Chief Negotiator

**GARDEN CITY PUBLIC SCHOOLS
2007-2008 TEACHER SALARY SCHEDULE
SCHEDULE AAAAA**

	INDE B.A.		INDE B.A. + 15		INDE M.A.		INDE M.A. + 15		INDE M.A. + 30		INDE ED.SPEC.		INDE PH.D./ED.D	
YRS OF EXP.														
ZERO	1.00	41,628	1.07	44,542	1.15	47,873	1.22	50,787	1.29	53,701	1.36	56,615	1.43	59,529
ONE	1.08	44,959	1.15	47,873	1.23	51,203	1.30	54,117	1.37	57,031	1.44	59,945	1.51	62,859
TWO	1.13	47,040	1.20	49,954	1.28	53,284	1.35	56,198	1.42	59,112	1.49	62,026	1.56	64,940
THREE	1.18	49,122	1.25	52,035	1.34	55,782	1.41	58,696	1.49	62,026	1.56	64,940	1.63	67,854
FOUR	1.23	51,203	1.30	54,117	1.40	58,280	1.47	61,194	1.56	64,940	1.63	67,854	1.70	70,768
FIVE	1.29	53,701	1.36	56,615	1.46	60,777	1.54	64,108	1.63	67,854	1.70	70,768	1.77	73,682
SIX	1.35	56,198	1.42	59,112	1.53	63,691	1.61	67,022	1.70	70,768	1.77	73,682	1.84	76,596
SEVEN	1.42	59,112	1.49	62,026	1.60	66,605	1.68	69,936	1.77	73,682	1.84	76,596	1.91	79,510
EIGHT	1.49	62,026	1.56	64,940	1.67	69,519	1.75	72,849	1.84	76,596	1.91	79,510	1.98	82,424
NINE	1.56	64,940	1.63	67,854	1.74	72,433	1.82	75,763	1.91	79,510	1.98	82,424	2.05	85,338
TEN	1.63	67,854	1.70	70,768	1.82	75,763	1.89	78,677	1.98	82,424	2.05	85,338	2.12	88,252
ELEVEN					1.94	80,759	1.97	82,008	2.05	85,338	2.12	88,252	2.19	91,166

Notes:

1. All figures rounded to the nearest dollar
2. Up to eleven (11) years total is allowed on the salary schedule for outside military and teaching experience singly, or in combination for the school year 1993-94. Two years military experience equals one year on the schedule to a maximum of two years on the salary schedule for military service.
3. The M.S.W. degree will be paid at Masters + 15 hours, and all residue of semester hours beyond the M.A. + 15 will be applied to the M.A. +30.
4. Teachers with vocational certificates and teaching high school students for which vocational reimbursement shall not be paid a salary higher than that indicated in Schedule AAA, except that teachers who received two years' credit for business education or three years' credit for vocational industrial arts in 1970-71 through 1982-83 shall continue to receive such credit prorated to the portion of the day in which they are involved in such programs.
5. All salaries on individual contracts will be balanced in accordance with past practice
6. A teacher in pay status for two-thirds (2/3) of the schedule working days of a semester will receive one-half (1/2) a year experience credit on the salary schedule for that semester.

SCHEDULE E

Revised 9/2006

	2005-06	2006-07	2007-2008	
August	31	30,31 31	29,30,31 30, 31	1st/2nd Year Probationary Teachers 3rd Year Probationary Teacher
September	5 1,2 1,2 6,7 8 9	4 1 1 5,6 7 8	3 4,5 6 7	No-School Labor Day Holiday 1st/2nd Year Probationary Teachers 3rd Year Probationary Teacher Teacher Work Day(s) 1st Full Day Students Gr. 1-12 1st Day Kindergarten Students
November	11 24,25	10 23,24	9 22,23	End of 1st Marking Period No-School Thanksgiving
December	26-30	25-29	24-31	No-School Winter Recess
January	2-6 27 26	1-5 26 26	4-Jan 25 25	No-School Winter Recess Teacher Work Day(s) End of First Semester
February		19-23	18-22	Mid Winter Break
March	31	30	21-28	No-School Spring Recess End of 3rd Marking Period
April	14-21	6-13	4	End of 3rd Marking Period No-School Spring Recess
May	29	28	26	No-School Memorial Day
June	15 15	14 14	12 12	Last Teacher Work Day Last Day of School for Students

APPENDIX A

GARDEN CITY PUBLIC SCHOOL
GARDEN CITY, MI 48135
PROBATIONARY CONTRACT

THIS CONTRACT, entered into this ____ day of _____ A.D. _____, by and between the BOARD OF EDUCATION AND THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____, (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____, as a Teacher for the _____ school year consisting of **10 months**, beginning **September** ____, ____ and ending **June** ____, ____ and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.

2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.

3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract commencing on the ____ day of **September**, ____ in
twenty-one (21) installments or
twenty-six (26) installments
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

4. The Teacher represents that by the ____ day of **September**, ____ he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcripts, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.

5. It is expressly understood and agreed that, teacher not having yet satisfactorily completed the relevant probationary period, this contract shall be a Probationary **one(1)/two(2)/three(3)/four(4)** contract in accordance with the provisions of Act 4, Public Acts of Michigan, 1937, extra session (The State Tenure Law), as amended.

6. This contract is subordinate to the master agreement effective **September 1, 2003**, as extended through **2003-2007**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of **September**, ____.

TEACHER

ASSOCIATE SUPERINTENDENT

APPENDIX B

**GARDEN CITY PUBLIC SCHOOLS
GARDEN CITY, MI 48135
REGULAR TENURE CONTRACT**

THIS CONTRACT, entered into this ____ day of ____ A.D. _____ by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____ (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____ as Teacher for the _____ school year consisting of **10 months**, beginning **September** ____, ____ and ending **June** ____, ____ and the Teacher agrees to serve the District as a teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.

2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.

3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract, commencing on the ____ day of **September**, ____ in
twenty-one (21) installments or
twenty-six (26) installments

and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

4. The Teacher represents that he/she holds all certificates and other qualifications required by law for the teacher of this District. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.

5. No Teacher employed in an administrative capacity or in a capacity other than as a classroom teacher shall be granted tenure in such capacity by virtue of the within contract of employment, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education to re-employ such Teacher in any such capacity shall not be deemed a demotion with the provisions of Act 4 of Michigan Public Acts of 1937, extra session, as amended. Further, pursuant to the aforesaid Act 4 of the Michigan Public Act of 1937, extra session, continuing tenure shall not apply to an assignment of extra duty for extra pay.

6. This contract is subordinate to the master agreement effective **September 1, 2003**, as extended through **2003-2007**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of **September**, ____.

TEACHER

ASSOCIATE SUPERINTENDENT

APPENDIX C

GARDEN CITY PUBLIC SCHOOLS
GARDEN CITY, MI 48135
SPECIAL CERTIFICATED TEACHER'S CONTRACT

THIS CONTRACT, entered into this ____ day of _____, A.D. _____ by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____ (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____, as Teacher for the _____ school year consisting of **Ten months**, beginning **September** ____, ____ and ending **June** ____, ____ and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.

2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.

3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract, commencing on the ____ day of **September**, ____ in
twenty-one (21) installments, () or
twenty-six (26) installments, ()
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

4. The Teacher represents that by the ____ day of **September**, ____ he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcripts, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The Teacher does hereby agree to obtain a renewal of certification from the State Board of Education on or before the ____ day of **September**, ____ and also that the said certificate shall be duly filed with the District on or before the ____ day of **September**, _____. Otherwise this contract shall be null and void and of no force and effect.

5. This contract is subordinate to the master agreement effective **September 1, 2003**, as extended through **2003-2007**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of **September**, ____.

TEACHER

ASSOCIATE SUPERINTENDENT

CATEGORY A-1 ELECTION FORM

(Full-time members (working a full day) of Garden City Education Association --except for Adult Education (Credit) teachers.)

This form must be completed and returned to the Business office (Insurance).

Name of Employee _____

- Return Deadline: • Continuing Employees: September 30, for the following plan year.¹
- Newly-hired employees: 30 days after starting work.

- I elect the current medical plan as my healthcare coverage.
- I elect the Community Blue PPO plan as my healthcare coverage with a \$250 annual cash payment. The cash payment will be applied in one of the following ways:
 - _____ Cash payment
 - _____ Additional life insurance

- I have healthcare coverage under the _____
[company name; group no. or contract no.][#]
 plan, and I wish to waive coverage for the upcoming plan year and to receive, instead, cash payments of \$1,200 paid in monthly \$100 installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

THIS ELECTION WILL CONTINUE IN EFFECT FOR ALL SUBSEQUENT PLAN YEARS UNLESS I FILE A NEW ELECTION DURING THE SEPTEMBER ENROLLMENT PERIOD OR AS ALLOWED DUE TO A CHANGE IN FAMILY STATUS OR UNLESS THE DISTRICT REQUIRES A NEW ELECTION TO BE FILED.

Date: _____ Employee _____

Date: _____ Employee, ' s Spouse, if applicable (to be obtained only if the employee elects the cash payments)

¹ A "plan year" is the twelve-month period beginning on October 1 and ending the following September 30.

[#] Copy information from ID card.

CATEGORY A-2 ELECTION FORM

(Full-time members, (working a full day) of Garden City Education Association --except for Adult Education (Credit) teachers, whose hire date is on or after 7/1/02.)

This form must be completed and returned to the Business office (Insurance).

Name of Employee _____

- Return Deadline: • Continuing Employees: September 30, for the following plan year.[†]
- Newly-hired employees: 30 days after starting work.

During 1st Two Years Of Employment:

- I elect the Community Blue PPO plan as my healthcare coverage
- I have healthcare coverage under the _____
[company name; group no. or contract no.]
plan, and I wish to waive coverage for the upcoming plan year and to receive, instead, cash payments of \$1,200 paid in monthly \$100 installments.

After 1st Two Years Of Employment:

- I elect the current medical plan as my healthcare coverage or the plan that provides benefits equal to those in force for employees hired prior to 7/1/02.
- I elect the Community Blue PPO plan as my healthcare coverage with a \$250 annual cash payment. The cash payment will be applied in one of the following ways:
 - _____ Cash payment
 - _____ Additional life insurance
- I have healthcare coverage under the _____
[company name; group no. or contract no.][#]
plan, and I wish to waive coverage for the upcoming plan year and to receive, instead, cash payments of \$1,200 paid in monthly \$100 installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the

cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

THIS ELECTION WILL CONTINUE IN EFFECT FOR ALL SUBSEQUENT PLAN YEARS UNLESS I FILE A NEW ELECTION DURING THE SEPTEMBER ENROLLMENT PERIOD OR AS ALLOWED DUE TO A CHANGE IN FAMILY STATUS OR UNLESS THE DISTRICT REQUIRES A NEW ELECTION TO BE FILED.

Date: _____
Employee

Date: _____
Employee, ' s Spouse, if applicable
(to be obtained only if the
employee elects the cash payments)

¹ A "plan year" is the twelve-month period beginning on October 1 and ending the following September 30.

Copy information from ID card.

CATEGORY B-1 ELECTION FORM

(Full-time members (working less than a full day) of Garden City Education Association - except for Adult Education (Credit) teachers.)

This form must be completed and returned to the Business office (Insurance).

Name of Employee _____

Return Deadline: • Continuing Employees: September 30, for the following plan year.#

• Newly-hired employees: 30 days after starting work.

Percentage of full-time specified in contract _____%

Fringe Benefit Cost (Purchase Credit if benefit not elected):

• Healthcare (choose one)		
___ Current Medical Plan	\$ _____	\$ _____
___ BC/BS Community Blue PPO with	\$ _____	\$ _____
_____ Cash Payment, or	\$ _____	\$ _____
_____ Additional Life	\$ _____	\$ _____
• Dental	\$ _____	\$ _____
• Vision	\$ _____	\$ _____
• Life/AD & D	\$ _____	\$ _____
• Short-Term Disability	\$ _____	\$ _____
• Long-Term Disability	\$ _____	\$ _____
• Legal	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

NOTE: You may elect cash (paid as additional taxable compensation) in lieu of healthcare benefits. If you do not elect cash in lieu of healthcare benefits, then you will not receive any purchase credits based on healthcare.

The total amount of additional cash compensation is an annual amount equal to the above percentage, multiplied by \$1,200. In your case this equals \$_____. If you wish to receive cash in lieu of healthcare coverage please check this box:

You may not elect cash in lieu of any other fringe benefit, except for the PPO option as indicted above.

On the above list please circle the benefit(s) you wish to receive and cross-out the benefits you do not wish to receive. The Business Office (Insurance) will calculate whether there is a net cost payable by you:

Cost you must pay \$ _____

If a net cost figure is shown above, your signature below will authorize the District to adjust your regular pay in approximately equal installments during the school year.

If you are electing cash or benefit purchase credit in lieu of healthcare coverage, you must complete the following statement:

I have healthcare coverage under the

_____ [company name; group no. or contract no.][#] _____
plan, and I wish to waive coverage for the upcoming plan year and to receive, instead, cash payments of \$_____ paid in monthly \$_____ installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date: _____

Employee

Date: _____

Employee, ' s Spouse, if applicable
(to be obtained only if the
employee elects the cash payments)

[#] A "plan year" is the twelve-month period beginning on October 1 and ending the following September 30.

* Copy information from ID card.

CATEGORY D ELECTION FORM

(Certain Employees working less than full time whose *Percentage of Full Time* remains as specified.)

This form must be completed and returned to the Business office (Insurance).

Name of Employee _____

Return Deadline: • Continuing Employees: September 30, for the following plan year.#

• Newly-hired employees: 30 days after starting work.

Percentage of full-time specified in contract _____%

Fringe Benefit Cost (Purchase Credit if benefit not elected):

	<u>"Full-time" Employee</u>	<u>Your Cost/Credit (based on above %)</u>
• Healthcare (choose one)		
___ Current Medical Plan	\$ _____	\$ _____
___ BC/BS Community Blue PPO with	\$ _____	\$ _____
_____ Cash Payment, or	\$ _____	\$ _____
_____ Additional Life	\$ _____	\$ _____
• Dental	\$ _____	\$ _____
• Vision	\$ _____	\$ _____
• Life/AD & D	\$ _____	\$ _____
• Short-Term Disability	\$ _____	\$ _____
• Long-Term Disability	\$ _____	\$ _____
• Legal	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

NOTE: You may elect cash (paid as additional taxable compensation) in lieu of healthcare benefits. If you do not elect cash in lieu of healthcare benefits, then you will not receive any purchase credits based on healthcare.

The total amount of additional cash compensation is an annual amount equal to the above percentage, multiplied by \$1,200. In your case this equals \$_____. If you wish to receive cash in lieu of healthcare coverage please check this box:

You may not elect cash in lieu of any other fringe benefit, except for the PPO option as indicated above.

On the above list please circle the benefit(s) you wish to receive and cross-out the benefits you do not wish to receive. The Business Office (Insurance) will calculate whether there is a net cost payable by you:

Cost you must pay \$ _____

If a net cost figure is shown above, your signature below will authorize the District to adjust your regular pay in approximately equal installments during the school year.

If you are electing cash or benefit purchase credit in lieu of healthcare coverage, you must complete the following statement:

I have healthcare coverage under the _____
[company name; group no. or contract no.]
plan, and I wish to waive coverage for the upcoming plan year and to receive, instead, cash payments of \$_____ paid in monthly \$_____ installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date: _____
Employee

Date: _____
Employee, ' s Spouse, if applicable
(to be obtained only if the employee elects the cash payments)

[#] A "plan year" is the twelve-month period beginning on October 1 and ending the following September 30.

* Copy information from ID card.

CATEGORY E ELECTION FORM

(Employees in twinned positions not previously identified)

This form must be completed and returned to the Business office (Insurance).

Name of Paired-Employees A. _____

B. _____

Return Deadline: • September 30, for the following plan year.#

Indicate which District-paid Fringe Benefit is allocated o a given Employee by entering his/her letter designation (A or B) in the space opposite the Benefit:

<u>Fringe Benefit:</u>	<u>Employee (A or B)</u>
Healthcare (choose one)	
Current Medical Plan	_____
BC/BS Community Blue PPO with	_____
Cash Payment, or	_____
Additional Life	_____
Dental	_____
Vision	_____
Life/AD & D	_____
Short-Term Disability	_____
Long-Term Disability	_____
Legal	_____

Fringe Benefit Costs if either Employee wishes to purchase coverage in addition to allocated coverage:

- Healthcare (choose one)
 - ___ Current Medical Plan \$ _____
 - ___ BC/BS Community Blue PPO with \$ _____
 - _____ Cash Payment, or \$ _____
 - _____ Additional Life \$ _____
- Dental \$ _____
- Vision \$ _____
- Life/AD & D \$ _____
- Short-Term Disability \$ _____
- Long-Term Disability \$ _____
- Legal \$ _____

If both Paired-Employees have healthcare coverage from another source, one of them may receive cash (paid as additional taxable compensation) in lieu of healthcare benefits.

The total amount of additional cash compensation to be paid if both decline healthcare benefits is an annual amount equal to \$1,200, paid to one of you only. If you wish to have one Employee receive cash in lieu of healthcare coverage, please check this box: and print in the name of the Employee who will receive the additional cash compensation in the following space _____.

Neither employee may elect cash in lieu of any other Fringe Benefits, except for the PPO option as indicted above.

On the following list each employee should (1) write in "yes" to indicate the benefit(s) he/she wishes to purchase and (2) write in "no" to indicate the benefits he/she does not wish to purchase. The Business Office (Insurance) will calculate the cost payable by each employee.

	<u>Employee A</u>	<u>Employee B</u>
• Healthcare (choose one)		
<u> </u> Current Medical Plan	_____	_____
<u> </u> BC/BS Community Blue PPO with	_____	_____
<u> </u> Cash Payment, or	_____	_____
<u> </u> Additional Life	_____	_____
• Dental	_____	_____
• Vision	_____	_____
• Life/AD & D	_____	_____
• Short-Term Disability	_____	_____
• Long-Term Disability	_____	_____
• Legal	_____	_____

Cost For Employee A \$ _____

Cost For Employee B \$ _____

If a cost figure is shown above, your signature below will authorize the District to adjust your regular pay in approximately equal installments during the school year.

If one Employee is to receive cash in lieu healthcare coverage, each Employee must complete the following information, and (if married) spouses must sign the form:

Employee A I have healthcare coverage under the

[company name; group no. or contract no.]*

Employee B I have healthcare coverage under the

[company name; group no. or contract no.]*

We have read and understand the explanation of the flexible benefits program offered by the District and we understand that our elections above are irrevocable for the upcoming plan year unless we have a change in family status. we also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date: _____
Employee A

Date: _____
Employee A's Spouse, if applicable
(to be obtained only if the
employee elects the cash payment
or purchase credit in lieu of
healthcare coverage)
(to be obtained only if the
employee elects the cash payments)

Date: _____
Employee B

Date: _____
Employee B's Spouse, if applicable
(to be obtained only if the
employee elects the cash payment
or purchase credit in lieu of
healthcare coverage)
(to be obtained only if the
employee elects the cash payments)

[#] A "plan year" is the twelve-month period beginning on October 1 and ending the following September 30.

* Copy information from ID card.

The following tentative agreement between the Garden City Education Association and the Garden City Board of Education, entered into this **September 1, 2005** represents the full and complete agreement between the parties to modify and extend the existing collective bargaining agreement with expiration date of August 31, 2008.

Cover Page

Change dates to reflect September 1, 2003 and August 31, 2008.

Table of Contents

Modify to reflect changes- specifically dates on salary schedules

Changes made to the following:

Schedule A

The 2005-2006 index for Schedule A of the Collective Bargaining Agreement shall be increased by one and a half percent (1.5%) effective September 1, 2005.

The 2006-2007 index for Schedule A of the Collective Bargaining Agreement shall be increased by two percent (2%) effective September 1, 2006.

The 2007-2008 index for Schedule A of the Collective Bargaining Agreement shall be increased by two percent (2%) effective September 1, 2007.

Schedule C

Hospitalization and Major Medical Insurance Coverage for Teachers, Dependent Spouses and/or Dependent Children

Through January 31, 2006, continue to offer BC/BS 4.0 plan to all current members with the \$5/\$10 prescription coverage rider. The current plan shall provide a two million dollar (\$2,000,000) lifetime cap on benefits; routine mammography, pap tests and PSA testing. Additionally, the prescription coverage shall reflect participation with the Preferred Prescription Provider rider.

Effective February 1, 2006, the coverage equivalent to the Community Blue 1 PPO with riders shall be offered to mirror the MESSA Choices II PPO. This will replace the BC/BS 4.0 plan coverage.

The Community Blue 1 PPO with a \$5/\$10 prescription coverage rider shall be offered as an option to current members through the 2006-2007 contract year. Members who select this option shall receive a two-hundred fifty dollar (\$250) cash payment each year. The cash payment may be used to expand the life benefit currently provided to members if the individual so desire.

Effective July 1, 2003 all new members shall be enrolled in the Community Blue PPO 1. New members shall continue in the Community Blue PPO 1 plan until the end of their fourth probationary year. After the fourth probationary year, members shall then have the option of changing coverage to the current medical plan as provided in this agreement (See Letter of Understanding dated 9/2/05).

Effective September 1, 2007 a \$10/\$20 prescription coverage rider for non-mail in prescriptions will be in place for all medical insurance options.

Schedule E

Add 2007-2008 School Calendar