1323

6/30/99

1995-99 CONTRACT AGREEMENT

BETWEEN

THE GARDEN CITY ADMINISTRATORS' ASSOCIATION

AND

THE BOARD OF EDUCATION

OF

THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, MICHIGAN

Garden City Public Schools

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1995-1999 Contract Agreement Between
the Garden City Administrators' Association
and the Board of Education of the School District of the
City of Garden City, Michigan

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PREAMBLE

This Agreement is entered into this first day of July, 1995 by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board", and the Garden City Administrators' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its principals, associate principals, assistant principals, administrative assistants to principals, directors and assistant directors with respect to rates of pay, wages, hours of employment, and other conditions of employment, certain understandings which they desire to confirm in writing,

The following mutual convenants, are hereby agreed to by the Board and by the Association:

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 Administrators' Association (herein called the Association as the exclusive bargaining representative as defined in Michigan Public Act 379 of the Public Acts of 1965, as amended, and as defined in the Certification of Representative issued by the Michigan Employment Relations Commission on November 29, 1976 and as amended by the Board of Education on May 14, 1979 by resolution #79-91. The certified bargaining unit includes: principals, associate principals, assistant principals, administrative assistants to principals, directors and assistant directors. Such bargaining unit specifically excludes: all other employees.

B. The term "administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined in "A" above. Any reference to male administrators shall include female administrators and any reference to female administrators shall include male administrators.

C. The Board agrees not to negotiate with any administrators' organization other than the Association for the duration of this Agreement.

ARTICLE II
Association and Administrator Rights

A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board agrees that every administrator included in the bargaining unit defined in ARTICLE I has the right to join and support the Association for the purpose of engaging in collective bargaining with the Board.
As a duly elected body exercising governmental powers under the laws of the State of Michigan, the Board agrees that it will not, directly or indirectly, discourage, deprive, or coerce any administrator 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 administrator with respect to hours, wages, or any other terms or conditions of employment by reason of: his membership in the Association, his participation in the Association's lawful activities, his participation in collective bargaining with the Board, or his instituting a grievance(s), complaint or proceeding under this Agreement. Administrator rights regarding Board discrimination against an administrator 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 administrator rights granted under the laws of the State of Michigan and/or the laws of the United States. The rights granted to administrators 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 administrators may enforce such rights in courts of competent jurisdiction.

C. The Association and its members shall have the right to use school district 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.

D. The Association may use the school mail as a means of distributing written materials. Any items so distributed through the school mails must 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.

E. No administrator 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. 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 administrative duties.

G. 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. Major budgetary, curriculum, and/or personnel changes shall be defined to include, but not limited to: all layoff, recall and hiring of personnel; administrative changes; changes in course offerings, textbooks and related materials; changes in district testing; changes in district revenue; changes in allocated expenditures; enrollment projections; and demographics.

H. Administrators shall be entitled to full rights of citizenship and no religious or political activities (or lack of such activities) of any administrator, 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 administrator. The private and personal life of any administrator, 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.

I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or association with the activities of the Association.

J. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.

K. Upon request to the Superintendent or his designee, an administrator may review all of the contents of his personnel file with the following

exceptions: university credentials understood to be confidential at the time they were sent and confidential documents written at the request of the administrator. Upon request, an administrator shall be given copies of any documents in his personnel file not falling with the previously mentioned exceptions. An administrator may have placed in his personnel file a rebuttal or his explanation of a document in his personnel file which he regards as detrimental.

L. Before the Superintendent notifies an administrator that his assignment or major job responsibility will be changed, he shall notify the President of the Association of the proposed changes.

M. The Superintendent will encourage all administrators, through a written process, to advise him as to their interest in a possible administrative assignment.

ARTICLE III
Deductions for Professional Dues and Assessments and Agency Shop

A. Administrators 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 administrators 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 for all sums improperly checked off and remitted to the Association plus necessary and reasonable costs, including attorney's fees, incurred by the Board in connection therewith.

B. In the event an administrator 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 administrator 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 a sum equivalent to the dues and assessments referred to in Section A. The refusal of such administrator to pay such sum equivalent to the dues and assessments, to the extent permitted by the Public Employees' Relations Act, is recognized by the parties as reasonable and just cause for termination of employment within the bargaining group. Termination proceedings would commence within thirty (30) days after the Association notified the Board that such sum had 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
Protection of Administrators

A. Any case of assault upon an administrator on duty shall be promptly reported to the Superintendent or his designee. The Board will provide legal counsel to advise the administrator of his rights and available legal processes with respect to such assault.

B. If an administrator 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 worker`s compensation insurance policy.

C. An administrator shall be advised of any citizen complaint directed against him. A citizen with a complaint against an administrator shall be encouraged to attempt to resolve the complaint with the administrator prior to requesting that the complaint be considered by the superintendent's designee, the superintendent or the Board. An administrator shall have an opportunity to present information relative to a complaint against him to the superintendent's designee, the superintendent, or the Board prior to a decision on the complaint. An administrator will be presumed innocent of any charges contained within any complaint until proven otherwise.

D. The Garden City School District shall reimburse an administrator the cost of replacement or repair for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of $170) 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 associate superintendent 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 school premises.

E. The Board shall cover administrators with employment liability insurance under the District's multiperil policy. Time necessary to provide the District's multiperil insurance carrier with information or testimony shall not be charged against the individual administrator's leave days.

F. The Board shall continue to provide, at a rate not less than provided other professional employees, life insurance, dependent life, group

hospitalization, major medical, dental, vision and long term disability insurance for administrators and their dependent spouses and/or children as the Board provides for other professional employees. While on approved leave (other than sabbatical leave where coverage will be provided by the Board) or on layoff status, and at their expense, administrators may continue the same insurance on themselves and their dependents at group rates. Widows or widowers of administrators may, at their expense, continue the same dependent life, hospitalization and major medical insurance, dental and optical insurance coverage at group rates until remarriage.

G. If the administrative contract of a building administrator is to be terminated or not renewed by the Board for any reason(s) other than option of ARTICLE VIII (Reduction of Administrative Staff), the administrator shall be given a written statement of reason(s) for such termination or non-renewal. The administrator shall be entitled, at his request, to a hearing with the Board with regard to such termination or non-renewal. The administrator shall be entitled to Association and/or legal representation at such hearing.

H. In the event of dismissal or demotion (except where requested by the administrator), the administrator shall be paid the administrative salary indicated on his current individual administrative contract for the balance of the term of that current individual contract, less any amounts paid to the administrator during such period as a teacher or in any other capacity in which he may be employed by the school district.

ARTICLE V
Administrator Discipline

A. Whenever an administrator is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have present a representative of the Association. Action may be immediate or may be taken at a specified time outside the school day as determined by the Superintendent or his designee. Whenever an administrator has been formally disciplined in writing or informally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have present a representative of the Association. Such discussion may be immediate or take place at a specified time outside the school day, but within normal business hours to the extent possible.

B. The Superintendent or Superintendent's designee shall give the administrator an opportunity to receive verbal discipline or to discuss written discipline in a private setting. The Superintendent or Superintendent's designee may require the presence of an Association representative and one other executive designee when issuing verbal discipline to an administrator or discussing written discipline with an administrator.

C. Written discipline shall be initiated as soon as possible but within five (5) days of the Superintendent or his designee's knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to possible but within five (5) days of the Superintendent or his designee's knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline if the administrator is available to receive such discipline.

D. Information forming the basis for discipline shall be made available to the administrator being disciplined who in turn may make such available to the Association.

E. Any formal discipline or charge, written or verbal, leveled at an administrator 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 VI.

F. An administrator has the right to attach a rebuttal to any written discipline placed in his file.

ARTICLE VI
Grievance Procedures

A. Definitions

1. A "grievance" is an alleged violation of the terms of this Agreement.
2. The "aggrieved administrator" is the administrator or administrators making the claim.
3. The term "administrator" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
4. A "party of interest" is an administrator employed by the Board, the Superintendent, his designee, or the Board, who might be required to take action, or against whom action might be taken.
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 remediate violations of this Agreement, at the lowest level possible. Both Parties agree that proceedings shall be kept as confidential as may be appropriate at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any administrator with a grievance to discuss the matter informally with the Superintendent or his designee or proceeding independently as described in Section E of these procedures.

C. Structure

1. The Association shall have an established Grievance Committee, whose membership shall be known to all "parties of interest."
2. The Superintendent's designee shall be the administrative representative.

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 mutual written consent. The grievance shall be signed by the aggrieved administrator(s) 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.

1. Level One
   a. An administrator with a concern which he identifies as a grievance shall discuss it with the Superintendent's designee(s), individually or together with his Association representative(s) within ten (10) days of the occurrence.
   b. As soon as possible, but within six (6) days from notification of the grievance, the Superintendent's designee will render a verbal decision.
   c. In the event the aggrieved administrator is not satisfied with the Superintendent's designee's verbal decision, he may file the grievance, in writing, within ten (10) days of the Superintendent's designee's verbal decision on the grievance with the Association's Grievance Committee with a copy to the Superintendent's designee. 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 Superintendent's designee shall submit his written decision with rationale with copies to all parties as noted above.
2. Level Two
   a. Within ten (10) days of receipt of the Superintendent's designee's written decision, the Grievance Committee shall determine whether or not it supports the grievance. If the Grievance Committee decides to support the grievance, it shall, within the same ten (10) day period, process the written grievance along with rationale supporting its decision, to the Superintendent of Schools, with copies to all parties of interest.
   b. As soon as possible, but within ten (10) days from receipt of the written grievance with the supporting rationale of the Grievance Committee the Superintendent or his designee will render a written decision with rationale to all parties of interest.
3. Level Three
   a. In the event the Grievance Committee is not satisfied with the decision at Level Two-b it may refer, within twenty (20) days of

receipt of a Level Two-b decision, the grievance to the Board of Education for receipt at its next regularly scheduled meeting.

b. The Board will render a decision at this regular meeting or at the next regular meeting following the meeting at which the grievance was received. A written copy of this decision shall be furnished to all parties of interest.

4. Level Four

In the event the grievance is not resolved to the satisfaction of the Grievance Committee at Level Three-b, the grievance may be submitted to arbitration before an impartial arbitrator. Only the Grievance 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 relay 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 in this case only and agree that judgment thereon may be entered in any court of competent jurisdiction. 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 Three-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 administrator, a representative of the Association, or legal counsel.
2. Nothing contained herein shall be construed to prevent any individual administrator 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 provide the opportunity for duly

authorized representatives to be present at such adjustment (if beyond Level One).

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 an administrator 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 participants.
4. Forms for filing and processing grievances, designed by the Superintendent or his designee and the Grievance Committee, shall be prepared by the Superintendent or his 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 G.
6. The failure of an aggrieved administrator 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. 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, an administrator participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
9. Administrator rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.

ARTICLE VII
Administrator Assignments

A. The Association and the Board recognize that proper administrator placement to attain the most effective total staffing possible is in the best interest of the District and its students. In the determination of assignments, the convenience and wishes of the individual administrator will be honored to the extent that these considerations do not conflict with the instructional requirements, total administrative needs, and best interests of the school system and the pupils as determined by the Board. An administrator may request that a statement of reasons for his assignment be given to him. In the event that an administrator objects to the assignment, the Association may, upon request of such administrator, send a representative to meet with the administrator and the Superintendent to discuss the assignment.

B. Notice of assignment shall be given to administrators as soon as practicable, but not later than Wednesday following the second regular Board of Education meeting in May barring any unforeseen circumstances.

C. The Board and the Association recognize that retention of administrative staff sufficient to assure sound operation of the district is a desirable goal. Administrators may be assigned district-wide responsibilities as the total district administrative needs are determined by the Board. The Superintendent shall endeavor to coordinate such assignments to minimize conflicts with high priority management responsibilities.

D. Administrative assignments shall be accomplished in conformance with State Administrator Certification Requirements.

E. In the event it becomes necessary to reduce the number of Administrative positions in the District, the Administrative staff shall be reassigned so as to meet the requirements of the State Administrative Certification Code keeping the most senior members working to the maximum extent possible.

ARTICLE VIII
Reduction of Administrative Staff

A. When the Board determines that declining enrollment, building closing(s), district finances, or other reason(s) make necessary the reduction of the number of administrative positions, in the District, any resulting reduction of administrative staff shall be made from the administrative staff on the basis of least administrative service time of administrators in the unit.

B. The administrative staff is defined as all administrators, except executive administrators. Executive administrators include only: Superintendent, Associate Superintendent, Executive Director of Personnel and Labor Relations, and Executive Director of Finances.

C. 1. Administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the district. Where administrative service time is equal, the administrator with the greater number of total years of professional employment with the District shall be deemed to have greater administrative service time.

2. Beginning July 1, 1982, for all newly hired administrators, administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the District. Where administrative service time is equal, the administrator with the earlier Board hire date as an administrator shall be deemed to have the greater administrative service time. Where both administrative hire date and total professional employment with the district is equal, relative seniority shall be determined by a lottery draw.

3. Beginning July 1, 1993, for all newly hired administrators, administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the District. Where administrative service time is equal, the administrator with the earlier Board hire date as an administrator shall be deemed to have the greater administrative service time. Where both administrative hire date and total professional employment with the district is equal, relative seniority shall be determined by a lottery draw. Partial years of administrative seniority shall be calculated by dividing

the actual number of days worked by the scheduled paid work days for the year, as indicated in schedule A of this agreement, for the position held by the administrator during any year when less than a full year is worked.

4. Any newly contracted administrator who has not previously been under administrative contract during the preceding three (3) years or on administrative layoff status shall lose all prior administrative seniority. This section does not apply to Executive Administrator seniority rights.

D. Executive administrators shall retain the right to be assigned a position in the bargaining unit, provided that the executive administrator has:
   1. the necessary certification
   2. been a member of the Garden City Administrators' Association

E. Any transfers of administrators which is the direct or indirect result of the implementation of this ARTICLE shall be considered voluntary.

F. When a vacancy develops for an executive administrative position, such position shall be filled by the Board from within or from outside the current district staff.

G. When a vacancy develops for a building principal position, current administrators who have been a building principal at that level in the district and who possess or can acquire appropriate administrative certification prior to placement will be given opportunity for placement in the vacant building principal position, in the order of most to least administrative service time. If a building principal position vacancy cannot be filled in this manner, such vacancy shall be posted* and eventually filled by the Board from within or from outside the current district staff. * Copies of postings will be sent to all administrators.

H. When a vacancy develops for an administrative position such position, or some other position resulting from transfer(s), shall be filled by returning from the classroom or layoff status, a former administrator with the most administrative service time whose administrative contract was terminated as a result of implementation of the provisions of Section A of this ARTICLE, providing that all certification requirements can be met. If an administrative position vacancy cannot be filled in this manner, such position shall be posted* and eventually filled by the Board from within or from outside the current district staff.

I. Nothing in this ARTICLE is to be interpreted as interfering with any rights the Board or an administrator may have under the Michigan Teacher Tenure Act or other statutes.

J. If, as a result of the implementation of this ARTICLE, an administrator is transferred, he shall be paid the annual salary structured for that position in which he is placed, or the last annual contractual salary he was paid in his past position less $1,000 times one plus the number of years he is placed in the position, whichever is greater, without regard to any difference in annual scheduled work days between the two positions.

* Copies of postings will be sent to all administrators.

ARTICLE IX
Work Year

A. The work year for the high school principal shall consist of 213 to 215 work days and 20 to 22 paid holiday and vacation days structured within 47 Monday through Friday weeks. The work year for the high school principal shall normally begin on the third Monday preceding Labor Day and extend 47 consecutive weeks from that day, however, some alteration may be necessary to assure 3 weeks of work before and 3 weeks of work after the instructional year for students. To calculate a daily rate for the high school principal, the annual contractual salary of the high school principal shall be divided by 230. The work year for the Director of Long Range Planning and Student Services and Director of Special Services shall consist of 205 days and 20 paid leave days structured within 45 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for the Director of Long Range Planning and Student Services and the Director of Special Services, the annual contractual salary shall be divided by 225.

B. The work year for the Director of Curriculum and Instruction, Director of Community Education, and Director of Employee Benefits and Transportation shall consist of 217 to 219 work days, 11 to 13 paid holidays and 30 unpaid leave days structured within 52 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for forty-six (46) week directors as listed in this Section, the annual contractual salary shall be divided by 230.

C. The work year for the Assistant Director of Community Education and the Assistant Director of Curriculum shall consist of 212 to 214 work days, 11 to 13 paid holidays and 35 unpaid leave days structured within 52 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for 45 week assistant directors as listed in this section, the annual contractual salary shall be divided by 225.

D. The work year for Associate High School Principal, Directors of the DLP, Director of Project P.R.O.V.E., Junior High Principal, and Director of

Vocational Education shall consist of 205 work days and 20 paid holiday and vacation days structured within 45 Monday through Friday weeks between July 1 and June 30. The work year for Associate High School Principal, Directors of the DLP, Director of Project P.R.O.V.E., Junior High Principal, and Director of Vocational Education shall normally begin on the third Monday preceding Labor Day and extend 45 consecutive weeks from that day, however, some alteration may be necessary to assure 3 weeks of work before and one (1) week of work after the instructional year for students. To calculate a daily rate of Associate High School Principal, Director of Project P.R.O.V.E., Junior High Principal, and Director of Vocational Education, the annual contractual salary shall be divided by 225.

E. The work year for elementary principals and junior high assistant principals shall consist of 200 work days and 20 paid holiday and vacation days structured within 44 Monday through Friday weeks between July 1 and June 30. The work year for elementary principals and junior high assistant principals shall normally begin on the second Monday preceding Labor Day and extend 44 consecutive weeks from that day, however, some alteration may be necessary to assure two (2) weeks of work before and one (1) week of work after the instruction year for students. To calculate a daily rate for an elementary principal and junior high assistant principal, the annual contractual salary of the elementary principal and junior high assistant principal shall be divided by 220.

F. An administrator must be in pay status on the work day immediately before and after a holiday or vacation period to receive pay for the holiday and vacation days within the period.

G. An administrator scheduled and permitted by the Superintendent or his designee by written notice to work more than the specified number of work days in a work year indicated for his position by this ARTICLE, shall be paid the daily rate calculated under the provisions of this ARTICLE for each additional day actually worked.

H. To accommodate a special situation, an administrator may make application to the Superintendent for a deviation in his scheduled work days so long as the requested deviation does not affect the total number of scheduled work days and so long as the requested deviation does not affect any scheduled work days when students are scheduled for instruction.

Each such application shall be considered on its own merits and the approval or disapproval of one application shall not affect the approval or disapproval of any other such application.

I. Each administrator shall be entitled to apply to the Superintendent for up to a maximum of four (4) , non-cumulative flex-days, each year. These flex-days shall be in consideration of time at work required of the administrator during the work year which extends beyond the normal work day. In making application for use of flex-days, the administrator shall document the date and time the additional work time was required. In no case shall the amount of flex time applied for exceed the actual amount of additional work time required of the administrator.

J. Beginning in 1997-98 and continuing, one work day shall be added to the schedule for each GCAA position. Beginning in 1998-99 and continuing, another work day shall be added to the schedule for each GCAA position. Each administrator shall be responsible for reaching advance arrangement, not later than June 30 preceding, with the Superintendent for the scheduling of such additional work days.

For purposes of calculating a daily rate, beginning in 1997-98 total work days shall be increased in accordance with the provisions of this section.

Beginning and continuing in 1997-98, and again in 1998-99, the number of work days identified through application of the provisions of this section shall supercede any conflicting contract provisions.

ARTICLE X
Leaves

A. Leave Days

1. Each administrator shall receive a bank of leave days each school year to be earned at the rate of one and four tenths (1.4) days per month of employment per the following schedule:
   11-month employees (44-45 weeks of employment) - 15.4 Days
   11.5-month employees (46-47 weeks of employment) - 16.1 Days
   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 administrator may use unearned leave days in excess of those that can be earned during the balance of the school year. An administrator must be in pay status for three-fourths (3/4) of his/her scheduled working days for that calendar month. Leave days may be used for personal illness, emergencies in the immediate family and personal business provided that an administrator 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.
2. Leave days shall be cumulative without limit. During the month of September, each administrator on staff shall be given a written statement of his leave day and personal business day balance as of the end of the previous school year.
3. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, and sisters), and dependents living within the household.
4. An administrator returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
5. Administrators shall experience no loss of leave days for line-of-duty accidents. Workers' Compensation benefits will be paid directly to the employee; the 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. The Board will pay the difference in the administrator's salary for the first forty (40) contractual weeks. Beginning with the 41st contractual week, the administrator will receive Workers' Compensation checks directly.

B. Maternity Leave and Child Care Leave

Maternity leaves and 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 administrator 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 armed forces of the United States. Voluntary enlistment will be evaluated on individual merit on the case.
2. An administrator on military leave which did not result from voluntary enlistment shall be given the benefit of any increments which would have been credited to him had he remained in active service to the school system.
3. An administrator on military leave which did not result from voluntary enlistment shall have credited to his sick leave days, for each year in the service, in the amount equal to the yearly average number of unused sick days 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 administrator 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 written 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 administrator who joins the Peace Corps (or other such organization as formed by the United States Government) as a full-time educational administrator in such program. Any period so served

shall be treated as Garden City administrative experience 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

The Board shall grant, upon the request of the President of the Association, leave without loss of pay or leave days for administrators to attend meetings of the Association or organizations with which it may be affiliated. These days shall not exceed three (3) days per school year in grand total.

G. State and National Office Leaves

Any administrator who is elected president of his state or national administrator organization shall be granted a leave of absence without pay or fringe benefits to serve one (1) term of office; however, the administrator may purchase district fringe benefits at group rates.

H. Legal Processes

1. An administrator shall be released for jury duty or processes directly related to jury duty without loss of pay or accumulated leave time. The administrator will continue on regular payroll and forward payment received for jury duty to the Board.
2. An administrator will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board or as a direct result of the administrator's school district responsibilities. Litigation not initiated by the Board or as a direct result of the administrator's school district responsibilities and resulting in absenteeism of a building administrator would result in a loss of pay or use of sick leave for that administrator after available personal business days were used except as provided in "3" below.
3. An administrator 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 to not to interfere with or disrupt the administrator's normal work schedule, and provided that the Board may grant additional such leave days under extenuating circumstances.

I. Sabbatical Leave

1. To qualify for consideration for a Sabbatical Leave, the administrator must have, in combination, been an administrator and taught in the Garden City School System at least seven (7) or more consecutive years, must have returned to work and must have served 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 administrator 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
3. No more than two (2) semesters of Sabbatical Leave shall be granted during any three (3) year period.
4. Sabbatical Leaves for administrators 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 Deputy Superintendent for review. Criteria for the selection of the administrator 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 administrative service in the school system
      4) Professional growth of the administrator
      5) Objectivity - potential benefit to the school system
      6) Demonstrated dedicated service 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 the 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 administrator applicant at least five (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The administrator 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 administrator will receive one-half (1/2) the annual salary received as an administrator in Garden City during this time. Such pay will be paid according to regular pay procedure for that year or semester. The administrator will agree to the rewriting of his administrative 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 employ of the system 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, an administrator shall file with the Personnel Office a written agreement stipulating that following the leave he will remain in the service of the Garden City Public Schools for a period of:
   a. One year of 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 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 administrator.
   d. The obligations indicated in this subsection will be cancelled as a result of a medical retirement of the administrator based on total and permanent disability.
7. To further protect the Board against loss by reason of failure to return, the administrator shall execute a non-interest bearing promissory note to the Garden City Board of Education as follows:
   a. One Semester Sabbatical Leave

The administrator 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 he fails to return to work in Garden City at the following semester, the full value of the note comes due on the first day of that semester. If the administrator returns and works one semester and fails to work 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.

b. Full Year Sabbatical Leave
The administrator who receives a year's Sabbatical Leave executes a promissory note in the amount of the half pay due him 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 he fails to return to work in Garden City at the following semester, the full value of the note comes due on the first day of that semester. If the administrator returns and works one year but fails to work 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 teachers 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 administrator.

d. The promissory note indicated in this subsection will be canceled as a result of a medical retirement of the administrator based on total and permanent disability.

8. During the Sabbatical, all rights in reference to the administrator's professional status shall remain the same as though the administrator had been an administrator in Garden City for the academic year. This includes group insurance coverage while on leave and the administrator's average yearly accumulation of leave days upon return.

9. During the Sabbatical, the administrator shall not be allowed to hold any full-time paid positions. However, this Section shall not be

construed to deny any administrator the right to fellowships, scholarship, grants-in-aid, or other scholastic stipends.

J. 1. The Board shall grant a voluntary leave of absence, upon request, to an administrator without pay or fringe benefits, for a purpose(s) not enumerated in this Agreement. Administrators may take a one (1) semester or one (1) year leave under this provision providing a certified replacement can be obtained. Such a leave may be extended to a maximum of three (3) years at the request of the administrator provided that a certified replacement is available.

2. The administrator who has placed his seniority in escrow may continue all fringe benefits by reimbursing the district at the group rate.

3. Any administrator who has been granted three (3) consecutive years, or six (6) consecutive semesters leave under this provision shall return to employment status or be terminated.

4. These provisions shall apply to any administrator on employment status, leave status or layoff status.

5. The provisions of ARTICLE X, Section K, subsection 1 are not applicable to this Section.

6. An Administrator returning from leave under this article shall be placed in an administrative position for which he/she is qualified and certified at the discretion of the Superintendent.

K. Half Pay Leave: Inservice-Professional Improvement-Retraining-Rest-Rejuvenation

1. The Board may grant a leave of absence, up to one full year, under this Article upon request; provided a qualified (certified) administrator is available and accepts the condition of employment provided in this Article.

2. During the leave, all rights in reference to the administrator's professional status on the faculty shall remain the same as though the administrator was employed in Garden City for the academic year. This includes the administrator's average yearly accumulation of leave days upon return and seniority rights.

3. If the necessity of layoff is imposed during the period of the leave, all conditions of the master contract affecting layoff by seniority status shall be in effect.

4. An administrator on half pay leave would not be prevented from accepting other employment, grants, stipends, or scholarships during the leave period.
5. The granting of a half pay leave does not obligate the administrator to return to the system for any specific period of time.
6. The salary allocated for the administrator on leave and the administrator replacing the administrator on leave shall be the total amount of the leave administrator's salary divided equally between the two parties. Full fringe benefits shall be provided for both administrators at the Board's expense.
7. The administrator requesting a half pay leave may withdraw the request at any time prior to the contracting of the replacement administrator.
8. The provisions of ARTICLE X, Section L, subsection 1 are not applicable to this Section.

L. Return from Leave

1. An administrator returning from a Public Office Leave, Peace Corps 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 an administrator from any other leave provided for in this ARTICLE, the administrator will be placed in an administrative position for which he is certified and qualified.
3. The provisions of this Section are not intended to give an administrator greater rights with regard to position assignment and/or reduction of staff than he would have had if he had not been granted the leave.
4. An administrator returning from any leave shall notify the Board in writing of his/her intent no later than five (5) working days prior to April 1st of the school year preceding his/her return.

M. Contractual Termination of Administrator Services

An administrator granted a leave under this contract may be terminated from employment if he does 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.
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 administrator 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 services on the date of the termination of such leave.

ARTICLE XI
Professional Improvement

A. The parties support the principle of continued training of administrators, participation by administrators in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.

B. The Board agrees to provide through the building and departmental budgets, and as approved by the Superintendent, the necessary funds for administrators to attend selected professional conferences. Appropriate expenses resulting from attendance at such conferences and sufficient leave time without loss of compensation shall be granted to the administrator by the Board.

C. In recognition of the necessity to continually upgrade and inservice administrators as well as other personnel, the Garden City Board of Education will appropriate a minimum of $7,000 each year of this contract to be used specifically for the improvement of the skills of the administrative staff. Included in the $7,000 shall be $1,500 for district inservice purposes. Prior to October 1 of each year, a committee selected by the President of the Association will meet with the Superintendent to plan and schedule these activities. The Superintendent shall have final authority in the appropriate activity and the administrative personnel who shall attend. At the approval of the GCAA President, administrators may be reimbursed for up to six (6) semester hours of college credits per year or CEU credits that are used to maintain administrative certification. Reimbursement shall include registration fees.

D. The Board shall pay annual professional dues and fees for each administrator.

ARTICLE XII
Administrator Evaluation

A. Administrators shall be fairly evaluated at least yearly by the Superintendent or his designee.

B. No evaluation shall be prepared until after a conference between the administrator and his/her evaluator during which the proposed contents of the evaluation are discussed.

C. The administrator shall be permitted to have an Association representative present in any evaluation interview upon his/her request.

D. No evaluation or survey prepared by persons other than the administrator's evaluator shall become a part of the administrator's personnel file.

E. The administrator may prepare a response to his/her evaluation which shall be incorporated therein and become a part of the evaluation.

F. Identified inadequacies must be in writing with reasonable remedies and time lines for their achievement.

ARTICLE XIII
Garden City Retirement and Death Benefits

A. Eligibility for Retirement Benefits

An administrator 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 administrator may retire.

4. Limitation

   Only one retirement benefit can be collected by a building administrator.

B. Retirement Benefits

Administrator shall receive a lump sum retirement benefit computed in the following manner if they qualify under section A of this Article:

1. Unused accumulated sick leave

   Administrators retiring at the end of a school year shall receive, for each unused sick day, the average daily teacher substitute rate paid for that school year plus $1.00 (one dollar) for each year the administrator has been under contract with the Garden City Public Schools. For administrators retiring during the school year, the same computation shall be made utilizing the average daily teacher substitute rate for the prior school year.

OR

2. Years of service to Garden City

   Two hundred dollars ($200) per year of service to the Garden City School District.

OR

3. Years of administrative service to Garden City
   Three hundred dollars ($300) per year as an administrator in the Garden City School District.
4. An administrator shall receive an amount described in either "1" or "2" or "3", whichever of the three is greater.
5. If future state regulations and/or legal decisions forbid lump-sum retirement benefits, then the above suggested benefits shall be replaced by a severance benefit equal to the above retirement benefit. To receive the retirement benefit, an administrator must officially retire from the District and cannot exercise the right to any leave provisions.

C. Administrator Retiree's Life Insurance Benefits
Administrators who retire under Section A of this ARTICLE shall have Board paid life insurance coverage in the amount of $5,000 from the date of retirement.

D. 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 School administrator. An administrator must be under contract at the date of death for the beneficiary to realize this benefit.

E. For those administrators 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 $1,000 per year (reimbursement to be paid semi-annually, in January and June) toward the payment of the Michigan Public Schools Employees' Retirement System hospitalization. This reimbursement shall cease at age 65. This section shall not apply to individuals who decline participation in a Michigan Public School Employees' Retirement System contributory option should such option be made available in the future.

ARTICLE XIV
Miscellaneous Provisions

A. Administrators who are to be absent from duty for any reason are charged with the responsibility of notifying the Personnel Office.

B. This Agreement shall supersede any contrary or inconsistent terms contained in any individual administrator 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. Nothing in this Agreement is to be construed as granting any tenure rights to an administrator other than tenure rights as a teacher in the district. Individual contracts shall specifically deny any tenure rights as an administrator.

C. 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. However, at the option of either party to the Agreement, the specific provision thus voided, and that provision only, shall be subject to immediate renegotiation.

D. 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.

E. This Agreement shall constitute the full and complete commitment between both parties.

F. 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).

G. Copies of this Agreement shall be printed at the expense of the Board and presented to all building administrators now employed or hereafter employed by the Board. Twenty-five (25) copies will be forwarded to the president of the Association, including three (3) signed copies.

H. The Board will continue to make current tax sheltered annuity programs and mutual fund options available to administrators so long as no cost to the Board beyond making and forwarding payroll deductions occurs. It is

understood that participation in such programs is entirely voluntary and entirely at the expense of the administrator. The Board assumes no liability in connection with such programs.

I. Administrative concerns may be identified by administrators. Specific recommendations to the Superintendent will be encouraged.

ARTICLE XV
Professional Compensation

A. The salaries of administrators covered by this Agreement are set forth in the Administrator Salary Schedule which is attached to and incorporated into this Agreement.

B. Newly hired administrators may be granted up to three years experience on the administrative salary schedule. If the Board desires to grant more experience on the administrative salary schedule, the Superintendent shall contact the Garden City Administrators' Association and explain the rationale. The Association must give its approval.

C. The salary schedule is based on administrative work years defined in ARTICLE IX.

D. When it is necessary to compute a day's rate for the purposes of paydock and/or balancing to contract, the contractual salary divided by the number of paid days scheduled will be used. The number of administrator paid days is indicated in ARTICLE IX. Further, to determine the hourly rate for these same purposes, the daily rate will be divided by eight (8). In the event a member is in a paydock situation, the Association President shall meet with the Superintendent to determine a course of action to remediate the existing problem. Each circumstance shall be considered on its own merits and shall not be considered as setting a precedent in other situations which may occur in the future.

E. 1. A change of salary due to a higher level of education 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.

c. Credits from other four (4) year, out-of-state teacher education institutions not included in "a & b" above, shall be reviewed and considered by the Superintendent or his designee for acceptance or rejection.

d. Credit hours obtained by administrators 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 or administrative area of the individual administrator 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 unapplicable 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. Participation by administrators on Board negotiating teams shall be voluntary. When participating, administrators shall be paid at a rate of $25.11 per hour in 1995-96 and 1996-97, $25.87 per hour in 1997-98, and $26.65 per hour in 1998-99, for serving on Board negotiating teams outside their normal work hours.

G. Recognizing that administrators are required to drive their personal automobiles in the course of their work, a $50.00 per month transportation allowance shall be provided (September through June). Administrators required to drive their personal automobiles to approved conferences

and/or meetings, which take place outside of the district, shall be compensated at the established IRS rate for any given year.

H. Annually, not later than June 30, each administrator shall be provided with a lump-sum payment of $125.00 (one hundred, twenty-five dollars) for the purpose of utilizing legal, financial, and other professional services.

ARTICLE XVI
Negotiation Procedures

A. Upon ratification of the Master Agreement, the Association shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Association except by written mutual consent and as provided in Sections B and L of this ARTICLE and ARTICLE XIV, Section C.

B. Within one hundred twenty (120) days, but not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice by the Association, the parties will begin negotiations for a successor agreement.

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. Either party may at any time 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 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.

SCHEDULE A, AA, AAA, AAAA
ADMINISTRATOR SALARY SCHEDULE
1995 -- 1999

Level	Paid Days	Weeks Worked	Position
A	220	44	Junior High Assistant Principal
	225	45	Assistant Director of Community Education
	225	45	Director, Vocational Education
	225	45	Asst. Director of Curriculum and Instruction
B	225	45	Associate High School
	220	44	Elementary Principal
	225	45	Director, Developmental Learning Program
	225	45	Director, Project P.R.O.V.E.
	225	45	Director, Federal Projects and Research
C	230	46	Director of Community Education
	225	45	Junior High Principal
	225	45	Special Services Director
	225	45	Director of Long Range Planning and Student Services
D	235	47	High School Principal
	230	46	Director of Curriculum and Instruction
	230	46	Director of Employee Benefits and Transportation Operations

Note: Beginning in 1997-98 and continuing, one work day shall be added to the schedule for each GCAA position. Beginning in 1998-99 and continuing, another work day shall be added to the schedule for each GCAA position. Each administrator shall be responsible for reaching advance arrangement, not later than June 30 preceding, with the Superintendent for the scheduling of such additional work days.

SCHEDULE A

1995-96 DEGREES & HOURS	A	B	C	D
MA AND 0 YRS	60,887	62,078	66,342	69,666
MA + 15 HRS AND 0 YRS	61,890	63,082	67,346	70,732
MA + 30 HRS AND 0 YRS	62,894	64,085	68,349	71,798
ED SPEC AND 0 YRS	63,897	65,088	69,352	72,864
ED.D. OR PH.D. AND 0 YRS	64,900	66,154	70,418	73,930
MA AND 1 YRS	63,521	64,775	69,039	72,676
MA + 15 HRS AND 1 YRS	64,587	65,778	70,105	73,804
MA + 30 HRS AND 1 YRS	65,590	66,844	71,171	74,870
ED SPEC AND 1 YRS	66,593	67,910	72,237	75,999
ED.D. OR PH.D. AND 1 YRS	67,659	68,976	73,240	77,065
MA AND 2 YRS	66,217	67,534	71,860	75,748
MA + 15 HRS AND 2 YRS	67,283	68,600	72,989	76,877
MA + 30 HRS AND 2 YRS	68,349	69,666	74,055	78,006
ED SPEC AND 2 YRS	69,415	70,794	75,121	79,134
ED.D. OR PH.D. AND 2 YRS	70,481	71,860	76,187	80,263
MA AND 3 YRS	68,976	70,356	74,745	78,883
MA + 15 HRS AND 3 YRS	70,105	71,421	75,874	80,012
MA + 30 HRS AND 3 YRS	71,171	72,550	76,563	81,203
ED SPEC AND 3 YRS	72,237	73,679	78,131	82,395
ED.D. OR PH.D. AND 3 YRS	73,365	74,808	79,197	83,524
MA AND 4 YRS	70,105	71,421	75,874	80,012
MA + 15 HRS AND 4 YRS	71,171	72,550	77,002	81,203
MA + 30 HRS AND 4 YRS	72,237	73,679	78,131	82,395
ED SPEC AND 4 YRS	73,365	74,808	79,197	83,524
ED.D. OR PH.D. AND 4 YRS	74,431	75,936	80,326	84,715
MA AND 5 YRS	71,171	72,550	77,002	81,203
MA + 15 HRS AND 5 YRS	72,237	73,679	78,131	82,395
MA + 30 HRS AND 5 YRS	73,365	74,808	79,197	83,524
ED SPEC AND 5 YRS	74,431	75,936	80,326	84,715
ED.D. OR PH.D. AND 5 YRS	75,497	77,065	81,454	85,844
MA AND 6 YRS	72,237	73,679	78,131	82,395
MA + 15 HRS AND 6 YRS	73,365	74,808	79,197	83,524
MA + 30 HRS AND 6 YRS	74,431	75,936	80,326	84,715
ED SPEC AND 6 YRS	75,560	77,065	81,454	85,844
ED.D. OR PH.D. AND 6 YRS	76,626	78,131	82,583	87,035
MA AND 7 YRS	73,365	74,808	79,197	83,524
MA + 15 HRS AND 7 YRS	74,431	75,936	80,326	84,715
MA + 30 HRS AND 7 YRS	75,560	77,065	81,454	85,844
ED SPEC AND 7 YRS	76,626	78,131	82,583	87,035
ED.D. OR PH.D. AND 7 YRS	76,626	78,131	82,583	87,035
MA AND 8 YRS	74,431	75,936	80,326	84,715
MA + 15 HRS AND 8 YRS	75,560	77,065	81,454	85,844
MA + 30 HRS AND 8 YRS	76,626	78,131	82,583	87,035
ED SPEC AND 8 YRS	76,626	78,131	82,583	87,035
ED.D. OR PH.D. AND 8 YRS	76,626	78,131	82,583	87,035
MA AND 9 YRS	75,560	77,065	81,454	85,844
MA + 15 HRS AND 9 YRS	76,626	78,131	82,583	87,035
MA + 30 HRS AND 9 YRS	76,626	78,131	82,583	87,035
ED SPEC AND 9 YRS	76,626	78,131	82,583	87,035
ED.D. OR PH.D. AND 9 YRS	76,626	78,131	82,583	87,035
10 YRS OR MORE	76,626	78,131	82,583	87,035
11 YRS/MORE &ED. SP. / PH.D.64	79,072	80,639	85,028	89,481

SCHEDULE A,AA, AAA, AAAA
1996-97 through 1998-99 Administrative Salary Schedules

For the 1996-97 through 1998-99 contract years, the previously established index based on the percentage differential between the 1992-93 teacher master maximum ($54,790) and individual administrative salaries which existed during the 1992-93 school year (SEE ATTACHED) shall be maintained.

During the 1996-97 through 1998-99 contract years, any year in which the teacher salary schedule remains unchanged from the prior year, GCAA members shall maintain the same position on their salary structure as in the prior year. As an exception, members who provide, on or before June 30 preceding, the required documentation relative to graduate hours and/or advanced degrees shall be placed on the salary schedule accordingly. In the year following such salary freeze, members shall be placed on the salary schedule as though step increases had been granted in the prior year.

Salary Indices

1992-93 Indices	A	B	C	D
MA AND 0 YRS	0.971	0.990	1.058	1.111
MA + 15 HRS AND 0 YRS	0.987	1.006	1.074	1.128
MA + 30 HRS AND 0 YRS	1.003	1.022	1.090	1.145
ED SPEC AND 0 YRS	1.019	1.038	1.106	1.162
ED.D. OR PH.D. AND 0 YRS	1.035	1.055	1.123	1.179
MA AND 1 YRS	1.013	1.033	1.101	1.159
MA + 15 HRS AND 1 YRS	1.030	1.049	1.118	1.177
MA + 30 HRS AND 1 YRS	1.046	1.066	1.135	1.194
ED SPEC AND 1 YRS	1.062	1.083	1.152	1.212
ED.D. OR PH.D. AND 1 YRS	1.079	1.100	1.168	1.229
MA AND 2 YRS	1.056	1.077	1.146	1.208
MA + 15 HRS AND 2 YRS	1.073	1.094	1.164	1.226
MA + 30 HRS AND 2 YRS	1.090	1.111	1.181	1.244
ED SPEC AND 2 YRS	1.107	1.129	1.198	1.262
ED.D. OR PH.D. AND 2 YRS	1.124	1.146	1.215	1.280
MA AND 3 YRS	1.100	1.122	1.192	1.258
MA + 15 HRS AND 3 YRS	1.118	1.139	1.210	1.276
MA + 30 HRS AND 3 YRS	1.135	1.157	1.221	1.295
ED SPEC AND 3 YRS	1.152	1.175	1.246	1.314
ED.D. OR PH.D. AND 3 YRS	1.170	1.193	1.263	1.332
MA AND 4 YRS	1.118	1.139	1.210	1.276
MA + 15 HRS AND 4 YRS	1.135	1.157	1.228	1.295
MA + 30 HRS AND 4 YRS	1.152	1.175	1.246	1.314
ED SPEC AND 4 YRS	1.170	1.193	1.263	1.332
ED.D. OR PH.D. AND 4 YRS	1.187	1.211	1.281	1.351
MA AND 5 YRS	1.135	1.157	1.228	1.295
MA + 15 HRS AND 5 YRS	1.152	1.175	1.246	1.314
MA + 30 HRS AND 5 YRS	1.170	1.193	1.263	1.332
ED SPEC AND 5 YRS	1.187	1.211	1.281	1.351
ED.D. OR PH.D. AND 5 YRS	1.204	1.229	1.299	1.369
MA AND 6 YRS	1.152	1.175	1.246	1.314
MA + 15 HRS AND 6 YRS	1.170	1.193	1.263	1.332
MA + 30 HRS AND 6 YRS	1.187	1.211	1.281	1.351
ED SPEC AND 6 YRS	1.205	1.229	1.299	1.369
ED.D. OR PH.D. AND 6 YRS	1.222	1.246	1.317	1.388
MA AND 7 YRS	1.170	1.193	1.263	1.332
MA + 15 HRS AND 7 YRS	1.187	1.211	1.281	1.351
MA + 30 HRS AND 7 YRS	1.205	1.229	1.299	1.369
ED SPEC AND 7 YRS	1.222	1.246	1.317	1.388
ED.D. OR PH.D. AND 7 YRS	1.222	1.246	1.317	1.388
MA AND 8 YRS	1.187	1.211	1.281	1.351
MA + 15 HRS AND 8 YRS	1.205	1.229	1.299	1.369
MA + 30 HRS AND 8 YRS	1.222	1.246	1.317	1.388
ED SPEC AND 8 YRS	1.222	1.246	1.317	1.388
ED.D. OR PH.D. AND 8 YRS	1.222	1.246	1.317	1.388
MA AND 9 YRS	1.205	1.229	1.299	1.369
MA + 15 HRS AND 9 YRS	1.222	1.246	1.317	1.388
MA + 30 HRS AND 9 YRS	1.222	1.246	1.317	1.388
ED SPEC AND 9 YRS	1.222	1.246	1.317	1.388
ED.D. OR PH.D. AND 9 YRS	1.222	1.246	1.317	1.388
10 YRS OR MORE	1.222	1.246	1.317	1.388
11 YRS/MORE &ED. SP. / PH.D.	1.261	1.286	1.356	1.427

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

ADMINISTRATOR'S CONTRACT
19__ - ____

THIS CONTRACT, entered into this ___ day of _____, 19__ between the SCHOOL DISTRICT OF THE CITY OF GARDEN CITY (herein called "SCHOOL DISTRICT") and _____ (herein called "ADMINISTRATOR").

WITNESSETH:

1. The school District hereby appoints and employs the Administrator as an administrative employee of the School District for a term of one(1) year (____ weeks) commencing JULY 1, 19___ and ending JUNE 30, 19____.

2. The Administrator agrees to perform the duties of such administrative position as may be assigned to him by the Board of Education or Superintendent, and to abide by the policies, bylaws, rules and regulations of the School District and orders, rules and regulations of the Superintendent during the term of this contract.

3. The Administrator's salary for the term of this contract shall be ($_____), payable biweekly.

4. It is understood and agreed that the Administrator is not granted tenure in the above described administrative position by virtue of this contract or otherwise, and may be dismissed or demoted from such position in the discretion of the School District. However, in the event of any such dismissal or demotion, the Administrator shall be paid his administrative salary for the balance of the term of this contract, less any amounts paid to the Administrator during such period as a teacher or in any other capacity in which he may be employed by the School District.

5. This contract shall terminate in the event of the Administrator's death during the term thereof, and in that event the estate or other legal representatives of the Administrator shall be paid for the Administrator's services to the date of death at a weekly rate proportionate to the yearly salary specified above.

6. This contract shall be subordinate to any Master Contract Agreement between the School District and the Garden City Administrators' Association which may be in effect during its term.

IN WITNESS WHEREOF, the parties have executed this agreement the date above written.

SCHOOL DISTRICT OF THE CITY OF GARDEN CITY

By_____ And_____
President Administrator

And_____
Superintendent

SCHEDULE B
INSURANCE
1995-1999

Administrator Life Insurance Coverage

Each administrator shall have group term life insurance coverage in an amount equal to three (3) times his/her annual contractual salary and group term dependent life insurance coverage as listed below. The premiums for such insurances shall be paid by each administrator through payroll deduction semi-annually. At the same time, the Board shall reimburse each administrator for such semi-annual premium payment as additional salary.

Dependent Life Insurance Coverage

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

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

Current Coverage - Blue Cross/Blue Shield (4.0) Four Point Plan - Semi-private
Note -- As soon as possible following ratification Prevent and Mandatory Second Opinion riders shall be implemented. The parties agree to mutually explore other health care carriers with the goal of providing high quality coverage and minimizing cost.

Administrator Long Term Disability Insurance Coverage

Qualifying Period: Accident - exhaustion of accumulated sick leave
Sickness - 7 work days or the exhaustion of accumulated sick leave, whichever occurs last

Administrator Long Term Disability Insurance Coverage

Qualifying Period - Continued:
Worker's Compensation - after forty (40) weeks
Benefit: 66 2/3% of monthly salary not to exceed maximum of $5,000. Including survivor benefit.
Maximum Benefit Period: Accident - Age 65
Sickness - Age 65
Type of coverage - 24 hour
Integration with other income benefits:

1. Worker's Compensation
2. Michigan Public School Employees' Retirement Fund
3. Social Security - Family
4. Any employer-sponsored disability or retirement plan

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

Administrators 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 coverage.

Dental Insurance Coverage for Administrators, Dependent Spouses, and/or Dependent Children - Continued

The coverage will be as follows: Blue Cross Dental

CR-RC-10-10 MBL $1,500
OS-10 MBL 2500

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
Class IV	100%	Orthodontic Rider - $2,500 lifetime benefit

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

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

Benefits	Plan II
Examination	100% of reasonable & customary
Single Vision Lenses	100% of reasonable & customary
Bi-focal Lenses	100% of reasonable & customary
Tri-focal Lenses	100% of reasonable & customary
Lenticular Lenses	100% of reasonable & customary
Frames	100% of reasonable & customary
Contact Lenses	$40.00 per lens. 100% of customary and reasonable 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.

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.

Option

Eligible bargaining unit members not electing health insurance will receive $100 per month ($1,200 per year), in lieu of health insurance.

NOTES: 1. Administrators 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. Administrators working the full contractual year will be covered through August 31 of that year even if employment is terminated prior to that date.
3. A widow or widower of an administrator may carry dependent life, hospitalization, and major medical coverage by paying the group rates until remarriage.

4. Specific exclusions and limitations, as they pertain to insurance policies, shall be in effect.

Addendum to Medical Coverage

During the term of this Agreement, in the event the Blue Cross/Blue Shield health care insurance cap for teachers is extended beyond its current limit of $1 Million, the same modification shall be provided for GCAA members.

LETTER OF AGREEMENT
between
THE GARDEN CITY BOARD OF EDUCATION
and
THE GARDEN CITY ADMINISTRATOR'S ASSOCIATION

Whereas the parties recognize the mutual benefit of providing increased staff attrition through the implementation of a Voluntary Severance Incentive plan, the parties do, hereby agree to the implementation of the following plan:

ELIGIBILITY AND QUALIFICATIONS

A. Members of the G.C.A.A., as defined by Article I of the 1991-96 Master Agreement, who were in active pay status as of May 1, 1995 and who have been actively employed by the Garden City Public Schools on a full-time basis for a minimum of ten years or who have reached to top of the salary schedule for the position they are assigned to and the degrees they hold (herein called Administrators), and who wish to apply for the Voluntary Severance Incentive (VSI) plan must submit a written resignation to the District's Personnel Department. In order to comply with specific federal regulations, said resignation must be received by the Personnel Department not later than 4:00 p.m., July 10, 1995, and must have an effective date between June 30, 1995 and the first work day scheduled for the position they are assigned to for the 1995-96 school year (except for those members at least 55 years of age but less than 60 years of age who do not have 30 years of service credit with MPSER, in which case the effective date shall be June 30, 1995).

B. Administrators whose resignations are accepted by the Board of Education under the VSI must return a notarized copy of the attached Voluntary Severance Incentive Benefits Agreement and Waiver and Release of Claims to the District's Personnel Office not later than 4:00 p.m., July 10, 1995. Failure to provide the properly executed Voluntary Severance Incentive Benefits Agreement and Waiver of Claims by the specified date will result in the forfeiture of all benefits due under the VSI.

PROVISIONS

A. The District shall provide a monetary incentive to qualifying Administrators who resign under the terms of the VSI Plan, beginning

with the last payroll of December, 1995 and continuing as determined by the following schedule:

If 14 or fewer Administrators and/or teachers combined resign:

no benefit

If 15 to 19 Administrators and/or teachers combined resign:

$40,000 plus a dollar amount equal to the benefit an Administrator would otherwise have been entitled to under the provisions of Article XIII of the Master Agreement paid over a period of nine (9) years as follows:

$10,000 plus 11.68% of the total Article XIII benefit which otherwise would have been due, paid on the first regular pay day after January 1, 1996 and 96 equal, monthly installments (paid the last regular pay day each month) of $312.50 plus .92% of the total Article XIII benefit which otherwise would have been due, beginning the last pay day in September, 1996 and ending the last pay day in August, 2004.

If 20 or more Administrators and/or teachers resign:

$45,000 plus a dollar amount equal to the benefit an Administrator would otherwise have been entitled to under the provisions of Article XIII of the Master Agreement paid over a period of nine (9) years as follows:

$10,000 plus 11.68% of the total Article XIII benefit which otherwise would have been due, paid on the first regular pay day after January 1, 1996 and 96 equal, monthly installments (paid the last regular pay day each month) of $364.59 plus .92% of the total Article XIII benefit which otherwise would have been due, beginning the last pay day in September, 1996 and ending the last regular pay day in August, 2004.

B. There shall be no upper limit on the number of qualifying Administrators who may receive the appropriate monetary incentive as specified above.

C. Recognizing that Administrators interested in participating in the VSI will not know the exact amount of the incentive to be paid at the time they submit their resignations, the District shall not take any formal action with respect to the VSI resignations until the first Board of Education meeting in July (July 10,1995). Administrators who apply for the VSI may withdraw their applications at any time until formal Board action takes place. Daily notice of the number of combined Administrator and teacher resignations received under the VSI plan, shall be posted in the Personnel office area of the Central Office building until 3:30 p.m. on July 10, 1995.

E. The VSI Plan shall exist during the specified time periods only during the 1994-95 year of the Master Agreement. It is expressly understood that the District does not plan to offer any such incentive during successive years.

F. In implementing the provisions of this VSI Agreement, the District shall comply with applicable IRS rules and regulations.

G. In the event of the death of the Administrator prior to all payments specified in this agreement having been made by the District, the District shall make the remaining payments as scheduled to the Administrator's estate.

Garden City Public Schools
and
Garden City Administrators Association

Acceptance of Voluntary Retirement Incentive (VRI) Benefit, Waiver and Release of Claims

This agreement is between _____(the "employee") and the Garden City Board of Education.

The employee acknowledges that the Garden City Public Schools has offered, and the employee has voluntarily accepted, a Voluntary Retirement Incentive (VRI) plan benefit. In exchange for the VRI benefit, the employee understands that, by entering into this agreement, the employee waives and releases any claims he/she may have against the Garden City Board of Education and/or the Garden City Administrators Association, including claims for breach of contract, tenure, cost wages or benefits, discrimination (including age discrimination), mental distress, failure to represent, or any other kind of legal or equitable claim arising from his/her employment with or separation from, the Garden City Board of Education. This agreement is intended to resolve all disputes which could arise because of the employee's separation from the Garden City Board of Education. However, this agreement does not affect the retirement benefits provided through the Michigan Public School Employees Retirement System.

This agreement applies to the employee's spouse, heirs, personal representatives and agents, and to the Garden City Board of Education and its officers, trustees, directors, representatives, and agents.

The undersigned employee has reviewed this agreement and has had adequate time to consult with his/her legal counsel or other advisors, and signs this agreement after consideration and reflection. The employee acknowledges that he/she understands all of the terms of this agreement.

This agreement shall become effective immediately upon execution by the parties.

THIS IS A WAIVER AND RELEASE OF CLAIMS! READ BEFORE SIGNING!

_____ _____
Employee Signature Date Employee Social Security No.

_____ _____
Employee Name (Print or type) Primary Beneficiary

_____
Contingent Beneficiary

On this _____ day of _____, 1990, before me personally appeared _____ who being duly sworn says, he/she is the person(s) described herein and who executed the foregoing instrument for the purpose therein stated.

_____
Notary Public, _____ County, MI
Commission expires:_____

_____ _____
James Boogren, President Date Stephen J. Kelly Date
Garden City Administrators Association

GARDEN CITY SCHOOL DISTRICT
Section 125 Plans

1. Full-time members

   The Board shall establish and maintain a premium conversion cafeteria plan pursuant to section 125 of the Internal Revenue Code of 1986, as amended. The plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue Shield Hospitalization and Major Medical Insurance Plan because he or she has coverage under another health care plan. The plan shall permit an eligible member to elect to receive $100 per month ($1,200 per year) additional taxable compensation in lieu of coverage under the District's plan. A member who elects additional compensation in lieu of coverage shall not be allowed to change that election until the next annual enrollment period under the District's plan unless such member has a "change in family circumstances" including but not limited to 1) You are married or divorced; 2) Your spouse or child dies; 3) You adopt a child or a child of yours is born; 4) Your spouse begins or terminates employment, or is laid off or loses benefits or benefits are reduced or co-payment is increased; 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

2. For full-time members working less than a full day, the Board shall establish and maintain a cafeteria plan pursuant to section 125 of the Internal Revenue Code of 1986, as amended. Under this plan, full-time members working less than a full day shall receive "benefit purchase credits" to apply toward insurance coverage. These credits shall be prorated based on the district's total cost* for that year to provide fringe benefits to a full-time member who is similarly situated in marital and family status, etc. "Percentage" shall correspond to percent of full-time specified in the full-time members working less than a full day individual contract. "Fringe benefits" refers to : health, dental, vision, life, AD & D, STD, LTD, and legal. The plan shall make the following elections available to part-time members.

   a. The member may elect to have his or her regular compensation reduced in the amount required to purchase specified fringe benefits.

      EXAMPLE: If the member is single and employed half-time, and if the District's annual cost for health coverage is $3,260, the member shall receive $1,630 in purchase credits toward fringe benefits. The member may apply those purchase credits toward health coverage and simultaneously elect to have $1,630 per year withheld before taxes from his or her regular pay and applied toward the purchase of health coverage.

   b. The member may also elect to use purchase credits from unneeded benefits toward the purchase of needed benefits, in accordance with rules established by the plan.

      EXAMPLE: If the member is single and employed half-time and the District's annual cost for dental coverage is $400, the member shall receive $200 in purchase credits toward fringe benefits. The member may waive dental coverage and apply those purchase credits toward health coverage in addition to the $1630 mentioned above.

*quoted COBRA rate

3. The member may elect to receive additional taxable compensation in lieu of health coverage. Such additional compensation shall be a percentage of $100 per month ($1,200 per year) corresponding to the percent of full-time specified in the full-time members working less than a full day individual contract.

   EXAMPLE: If the member is employed half-time and does not need health coverage, he may elect to receive additional taxable compensation of $50 per month.

Elections by full-time members working less than a full day shall remain in force until the next annual enrollment period under the District's health care plan unless such member has a "change in family circumstances" including but not limited to 1) You are married or divorced; 2) Your spouse or child dies; 3) You adopt a child or a child of yours is born; 4) Your spouse begins or terminates employment, or is laid off or loses benefits or benefits are reduced or co-payment is increased; 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa; as long as Treasury Regulations are not violated.

CATEGORY A ELECTION FORM

(FULL-TIME MEMBERS)

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

Return Deadline:

- October 15, 1995 (effective as of October 1, 1995) for the 1995-6 plan year.*
- September 30 for 1996-97 and later plan years.
- 30 days after starting work for newly hired employees.

☐ I wish to continue my current healthcare coverage under the District's plan with no change for the upcoming plan year.

☐ 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 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)

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

Copy information from ID card.

1995-96 CATEGORY B ELECTION FORM

(FULL-TIME MEMBERS WORKING LESS THAN A FULL DAY)

This form must be completed and returned to the Business Office (Insurance) prior to October 15, 1995 [___ days after starting work for newly hired employees].

Name of Employee _____

Percentage of full-time specified in contract ___%

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

	"Full-time" Employee	Your Cost/Credit (based on above %)
• Healthcare*	$_____	$_____
• 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 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 Benefits.

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 salary so that the Cost will be deducted from your 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* _____ *plan, and I wish to waive coverage for the 1995-96 plan year and to receive, instead, cash payments of $1,200 paid in monthly $100 installments.*

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

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 1995-96 plan year unless I have a change in family status. I also understand that I cannot elect the cash payment or purchase credit 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 payment or purchase credit in lieu of healthcare coverage)

* *Copy information from ID card.*

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1995 and shall continue in effect until the thirtieth day of June, 1999. 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

By _____
President

By _____
Secretary

By _____
Chief Negotiator

_____
Date of Ratification

GARDEN CITY
ADMINISTRATORS'
ASSOCIATION

By _____
President

By _____
Secretary

By _____
Chief Negotiator

_____
Date of Ratification