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E. Lansing, MI 48823

1966-1967 CONTRACT AGREEMENT

BETWEEN

THE GARDEN CITY EDUCATION ASSOCIATION

AND

THE GARDEN CITY BOARD OF EDUCATION

Garden City Bd of Ed.

June, 1966

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This Agreement entered into this first day of July, 1966 by and between the Board of Education of the City of Garden City, Michigan, hereinafter called the "Board", and the Garden City Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a formal grievance and having the formal grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers have the option of signing and delivering to the Board an assignment authorizing deduction of membership dues of the Association, including the National Education Association and the Michigan Education Association. Such sum shall be deducted as dues from the regular salaries of such teachers and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable tenure laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Association and Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency. Costs to be born for legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgements.

C. The Association and its members shall have the right to use school building facilities, at all reasonable hours for meetings, if not inconsistent with school days or prior scheduled activities providing there is no cost to the Board. No teacher shall be prevented from wearing insignia or pins of membership in the Association either on or off school premises. Bulletin boards not to exceed one-half of the available bulletin board space in each teachers' lounge, shall be available for the use of the Association.

The Association may use the school mail boxes for the dissemination of information to staff members only, provided that each publication is placed in a sealed envelope or otherwise sealed from pupils inspection.

All items so distributed are to carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for the information it distributes. The allowance to so distribute literature does not imply agreement upon the part of the Board as to content or validity.

The Association may use the intercom system of each school for reporting announcements which, in their reading, have no impact upon the student body. Such announcements are to be made at the times regularly scheduled for announcements within that building.

D. The Board agrees to furnish to the Association, in response to requests, all reasonably available information concerning the financial resources of the district, after presentation to and approval for release by the Board of Education, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint, exclusive of those items legally prescribed or designated (written or understood) privileged communication by an issuing agency.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based on a forty (40) week school year, from Labor Day through Friday of the second full week of June.

C. Teachers shall not be required to report earlier than the Tuesday following Labor Day in September or to remain later than the Friday of the second full week of school in June.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

ARTICLE IV

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high will be 25 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 30 teaching periods and 5 unassigned preparation periods. The normal teaching week in the elementary schools will be 26 hours and 40 minutes of instruction. No departure from these norms, except in case of emergency and with individual teacher approval, will be made.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible.

Effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.

D. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the assignment or transfer. In the event that a teacher objects to the assignment or transfer at this meeting, the Association will, upon request of such teacher, send a representative to meet with the Superintendent or his designee to discuss the assignment or transfer. In case the teacher is not satisfied, he may resign without prejudice.

E. Notice of assignment shall be given to teachers as soon as practicable and under normal circumstances not later than the Wednesday following the second regular Board of Education meeting in May.

ARTICLE V

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the recommended criteria as set forth by the State of Michigan and North Central Association of Secondary Schools and Colleges, will be realized as quickly as the finances and facilities will permit.

The Board, the administration and the Association shall jointly prepare a study in September, 1966, with the objective of making a proposal to alleviate the existing conditions.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools and the Board will attempt to implement all joint decisions made by its representative and the Association.

C. To relieve teachers of pupil lunch supervision, the Board shall employ non-professional supervisory personnel.

The school system for 1966-67 will employ four additional remedial reading teachers, and an additional elementary art, music, physical education, and programmed instruction staff member. In the areas of art, music, and physical education these staff members will teach one-half hour class per room per week where facilities and scheduling permit.

D. The Board shall make available, in each school, lunchroom and lavatory facilities for teachers. One room, in each school shall be furnished and reserved for use as a faculty lounge in which smoking shall be permitted.

E. Throughout the school system, telephones shall be made available to teachers for school business and emergency personal use. Teachers are to

pay for all toll charges for their personal calls. One phone extension in each building for teachers' use will be placed at a location to be mutually agreed upon by the teaching staff and building administrator. In addition, each school will maintain one private (unlisted) separate line for extreme emergency, i.e., civil defense or weather warnings.

F. In all schools a vending machine, for beverages, shall be installed at the request of the Association, provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the Association.

G. Adequate parking facilities shall be made available to teachers for their use.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities consistent with common American practice of any teacher shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher, within the bounds of usually accepted moral standards, is not within the appropriate concern or attention of the Board.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of the Association. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VI

Vacancies, Promotions and Transfer

Recommendations to specific positions or assignments are exclusively the responsibility of the administration. Hiring and placement is exclusively the prerogative of the Board.

A. The Board, through the Personnel Office, will keep staff members informed of professional openings and will encourage those staff members who seek a change in teaching assignment to keep their administrator and the Personnel Office informed of their desire.

B. Where vacancies or openings occur for which there is added compensation, change of professional status, etc., notices will be published in the system's periodic bulletin and/or by special notice to each administrator for posting and notification of the staff members with a copy to the Association.

C. Vacancies in administrative or positions new to the system are posted on bulletin boards and/or advertised in the staff newsletter, a local newspaper or by other means of public communication for ten days prior to the closing date for submission of applications. Personnel who are interested in the advertised position should file an application with the Superintendent or his delegated authority, listing their qualifications and such other information as may be pertinent to the opening under consideration. On occasion the filling of one vacancy may lead to another opening. Under these conditions, the new opening is advertised in the same manner as though it had not heretofore been considered. In the event the qualifications are the same as for the prior opening, all previous applications will be considered together with such other applications as may be received. It is not necessary for a candidate to submit a new application for each opening as it occurs unless he wishes to, since all applications are retained on file; however, he may supplement his previous application at any time if he believes it desirable.

D. Any teacher may apply for such vacancy. In filling vacancies, the Board agrees to give due weight to professional background and attainments of applicants, tenure, and other relevant factors. Applicants with less service shall not receive preference unless qualifications are superior. The Board declares its support of a policy of promotions within the teaching staff, including promotions to supervisory and executive levels. However, the Board reserves the right to employ outside applicants.

E. Applicants for Administrative vacancies shall have successfully completed two (2) years of teaching and preferably four (4) years and preferably at the level of the position for which the application is made. Applicants for administrative vacancies shall have acquired a Masters Degree by the time they assume such duty. Administrative positions for which certification requirements are not needed are excluded from the provisions of this section.

F. Candidates shall be presented by the Superintendent or his delegated authority for any promotion. The Board may interview candidates for promotion if they so desire. Notification of probable appointment shall not be given to any candidate prior to a decision by the Board. The rejection of a promotion by a candidate does not prejudice his consideration for future openings in which he may have an interest.

G. In all cases of promotion, the Association may review the report of the Superintendent of the qualifications of all applicants as presented to the Board. The unsuccessful applicants may request a statement of their evaluation for the position showing their strengths and weaknesses.

H. When a transfer can serve to broaden a teacher's experience; to increase his effectiveness in the classroom; to promote friendliness and good morale among the teaching staff; and when it improves the educational advantages for children, it is desirable. To this end, teachers shall feel free to request transfer at any time. Transfers are to be administered fairly and ob-

objectively without personal preference or prejudice. Unrequested transfers of teachers are to be minimized and avoided whenever possible.

I. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

ARTICLE VII

Teacher Evaluation

The primary objective of evaluation is to improve the quality of instruction. Secondary considerations are to permit decisions relative to retention or severance of employment and implementation of the tenure system.

To the attainment of the objectives stated above, the following points should be given great consideration, especially with regard to the new teacher in the system or the beginning teacher:

1. The evaluator(s) should be in frequent communication with the teacher; this should be communication in which meaningful content is exchanged.
2. Evaluation is in itself a form of communication and should be carried through without threat.
3. Expectations should be established and open climates should prevail.
4. Evaluation must be concerned with ultimate goals, not just mechanical or instrumental aspects.
5. Instructional leadership by the administrator is a very important priority.
6. Formal and informal evaluations are desirable; there should be a number of these.
7. Evaluative visits should be followed by supportive efforts; the evaluator must show an interest in the teacher's work.

8. Check sheets are only the beginning of good evaluations.

9. Use of private surveillance devices (i.e.; eavesdropping, closed circuit television, audio systems, "bugs") shall be strictly prohibited. All observation of teacher performance shall be conducted openly.

10. The P-1 teacher shall be helped without threat of evaluation. The P-1 teacher will be given advance notice of the first formal observation.

11. All probationary teachers, before being placed on tenure or dismissed, must have been observed a minimum of four (4) class periods.

12. All tenure teachers shall receive a written evaluation based on at least two (2) formal observations on separate days. Classroom observation used for evaluation must be made in the teacher's area of certification.

13. P-1 teachers will have formal conferences prior to January 15, but no written evaluations prior to that date. At least two formal evaluations shall be completed 60 days before the last day of the school year. All teachers shall have formal conferences with the evaluator concerning their written evaluations.

14. All written communications regarding a teacher by an evaluator shall be in triplicate and signed copy given to the teacher.

15. All written evaluations must be signed by the administrator. The teacher may sign indicating he has read the evaluation.

16. Any teacher shall have the right upon request to review the local evaluation contents of his own personnel file. At the request of a teacher, the Association representative may accompany him at such a review.

ARTICLE VIII

Teacher Discipline

A. Whenever a teacher is being formally disciplined for any infraction of discipline or delinquency in professional performance, he shall be entitled to have present the building representative of the Association.

Whenever a request for such representation is made, action may be immediate or may be taken at a specified time outside of the regular class day.

B. Any formal discipline or charge leveled at a teacher for a violation of professional ethics shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE IX

Protection of Teachers

A. The Board recognizes the teacher's authority and effectiveness in his classroom is enhanced by administrative backing and support. When an atypical pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will promptly take a direct interest in the case, take steps to refer the pupil involved to special services, and affect a follow-up procedure.

B. Any case of assault upon a teacher shall be promptly reported to the administration. The Board will provide legal counsel to advise the teacher of his rights and legal processes with respect to such assault.

C. If a teacher is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board at a designated hospital per its workmans compensation policy.

D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. A teacher shall be deemed innocent of any and all charges until proven otherwise.

ARTICLE X

Negotiation Procedures

A. It is contemplated that matters, not specifically covered by this Agreement, but of common concern to the parties, shall, by mutual agreement, be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and seriously attempting to resolve any such matter.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III, Section A of this Agreement, the parties will negotiate for the purpose of reaching an agreement upon a revised salary schedule.

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 a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

E. At least sixty days prior to the expiration of this Agreement, or upon written notice, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XI

Leaves

A. Sick Leave -

1. Employees shall receive a bank of ten (10) sick days each school year to be earned at the rate of one (1) day per month of employment. All such sick days may be used prior to being earned, however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment. No employee may use unearned sick days in excess of those that can be earned during the balance of the school year.
2. Sick leave days shall be cumulative without limit.
3. Sick leave is limited to:
 - a. Personal health.
 - b. Care of or emergency in the immediate family. In this case the leave shall be limited to twenty (20) working days per illness, which can be extended under unusual circumstances.
 - c. 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 employee who takes an extended sick leave of more than twenty (20) consecutive working days shall have a certificate from his physician authorizing his return to work before returning to work.
5. Employees returning to work from a leave of any description shall retain previously accumulated leave.

6. Employees shall experience no loss of sick days for line-of-duty accidents. While receiving the benefits of Workmen's Compensation the Board shall make up the difference between the regular salary and the Compensation payments, for a maximum period of forty (40) school weeks, for any one injury.

B. Personal Business Leave -

1. Teachers are allowed two days per year with full pay as personal business leave. These personal business days are cumulative without limit and shall be considered as part of cumulative sick leave.
2. Personal business days shall be granted to the teacher when the request has been made to the Superintendent, or his designee, in writing through the building principal, at least 24 hours in advance. The granting of such request will be in the order of receipt and limited to six (6) teachers per day.
3. Emergency personal business leave (without 24 hour notice) may be granted at the discretion of the Superintendent.

C. Maternity Leave -

A maternity leave shall be granted without pay. The teacher shall be entitled to return from such leave at any time within two (2) years, provided there is a vacancy in the area for which she is qualified and certificated.

D. Military Leaves -

1. Military leaves of absence of up to two (2) years shall be granted to any teacher who shall be drafted 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 of the case.

2. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
3. Teachers on military leave shall have credited to them sick 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 year.

E. Public Office Leave -

The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, pending a suitable replacement.

F. Peace Corps Leave -

Leave of absence will be granted of up to two (2) years to any teacher who joins the Peace Corps (or other such organization as formed by the United States Government) as a full-time teacher in such program. Any period so served shall be treated as time taught for the purposes of the salary schedule set forth in this Agreement.

G. Professional Association Leave -

The Board shall grant upon the request of the President of the Association leave without loss of pay or leave days for members to attend meetings of the local, state, or national education associations. These days shall not exceed a number equal to more than 4% of the teachers.

H. Association Officer Leave -

1. A secondary teacher who is elected president of the GCEA shall have one (1) hour released time each day. An elementary teacher shall be granted one day per week released time.
2. Any GCEA member who is elected MEA or NEA president shall be granted a leave of absence without pay for his term of office.

I. Jury Duty -

Teachers shall be released for jury duty without loss of pay (regular salary less jury pay) or cumulated leave time.

J. Sabbatical Leave -

Sabbatical leaves for the certificated personnel employed by the Garden City Board of Education shall be granted in the following manner:

No more than three (3) of the faculty shall be on sabbatical leave at any one time.

To qualify for consideration for a Sabbatical leave, the teacher must have taught in the Garden City School System at least seven (7) years by the time the leave is to be in effect.

A Sabbatical leave may be granted for one of the following reasons for credit toward an advanced degree:

1. For formal study at an accredited college or university.
2. For research work under the guidance of competent research personnel.
3. For travel, either domestic or foreign.
4. Advanced study for a specialty program.

The study, research, or travel plans for the year or semester, together with the application, must be submitted to the Assistant Superintendent for approval. Criteria for the selection of the teacher (s) to be recommended to the Board of Education shall incorporate the following:

1. Date of filing the application.
2. Purpose of the leave.
3. Seniority of professional service in the school system.
4. Professional growth of the staff member.
5. Objectivity--Potential benefit to the school system.
6. Demonstrated dedicated service to the school system.

After due consideration of all the applications, 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 teacher applicant at least five days prior to the Board meeting at which the granting of the leave will be consummated. The teacher involved will then be asked to be present at the meeting when his or her program comes up for consideration by the Board.

While on the Sabbatical leave, the teacher will receive one-half the salary he would have received for teaching in Garden City during this time. Such pay will be paid according to regular pay procedure for that year or semester.

On the part of the recipients, the granting of Sabbatical leave carries an obligation to return to the system and to teach for a period of time at least double the length of the period for which the Sabbatical leave was granted.

1. As a condition to receiving final approval for a Sabbatical leave, a teacher 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 teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a semester leave).
 - b. Two years of teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a year's leave).

2. The teacher will agree to the rewriting of his teaching contract to reflect the Sabbatical contractual salary or sign a contract rider reflecting the monetary change.
3. To further protect the Board against loss by reason of failure to return, the teacher shall execute a non-interest bearing note to the Garden City Board of Education as follows:

A. One Semester Sabbatical Leave

The teacher 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 teach in Garden City at the following semester, the full value of the note comes due on the day teachers report for duty for that semester.

If the teacher returns and teaches one semester and fails to teach the second successive semester, one-half of the note is forgiven but one-half is due the first day of the next semester when the school system's teachers report for duty.

B. Full Year Sabbatical Leave

The teacher 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 teach in Garden City at the following semester, the full value of the note comes due on the day teachers report for duty for that semester.

If the teacher returns and teaches one year but fails to teach a second successive year after the completion of the Sabbatical leave then half of the face amount is forgiven but one-half is then due the first day of the next semester when the school system's teachers report for duty.

During the Sabbatical, all rights in reference to the teacher's professional status on the faculty shall remain the same as though the teacher had taught in the classroom in Garden City for the academic year.

During the Sabbatical, the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

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.

Money budgeted but unused in the Sabbatical Leave Program shall be reserved for this purpose and be allowed to accumulate for use in future terms or years.

ARTICLE XII

Retirement and Death Benefits

- A. An employee retiring from the Garden City School District shall be eligible to receive a lump sum retirement benefit under the following conditions.

1. General Situation

Ten years or more service in the Garden City School System and eligible to receive public school employees' retirement benefits as defined in the State of Michigan General School Laws, June, 1960.

2. Special Situation

Thirty-five years of service in the Garden City School System.

3. Health

After ten or more years of service to Garden City Public Schools and upon certification by a Board selected Medical Doctor that retirement is mandatory due to reasons of health which appear to be permanent, the individual may retire.

4. Limitation

Only one retirement benefit can be collected by an employee.

B. Retirement Benefit -

The lump sum retirement benefit shall be computed in the following manner: \$10 per day for each unused sick day up to a maximum of \$300; add an additional \$100 after 15 years of service; add an additional \$200 for each succeeding five years after 15 years of service.

C. Death Benefit -

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City School employee. Certificated staff members must be under contract for the beneficiary to realize this benefit.

D. Continued Study -

A committee composed of three members selected by the Association and three members selected by the Board of Education in September

will study this problem in detail. In the event that a revised retirement plan can be formulated and acceptable to both the Board and association, it will be a part of this contract and retroactive to the beginning of the 1966-67 calendar year.

ARTICLE XIII

Grievance Procedures

A. Definitions-

1. A "grievance" is a claim based upon an event or condition, of major importance, which affects conditions or circumstances related to school operation.
2. The "aggrieved employee" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is an employee of the Board or the Board who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean school attendance days.

B. Purpose -

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

C. Structure

1. The Association shall have an established Professional Rights and Responsibilities Committee, whose membership shall be known to all "parties of interest."
2. The building principal shall be the administrative representative when the particular grievance arises in that building.
3. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building.

D. Procedure -

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process.

The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year, except in those cases which cannot be resolved within this time limit.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal, individually or together with his Association Representative or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee with a copy to the immediate Supervisor.

Within three (3) days from receipt of the written grievance, the immediate supervisor shall submit his written report as to the solution, with copies to all parties as noted above.

(b) Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, and the immediate supervisor, in writing, the teacher may continue to process his claim through the Association. If the committee decides there is a legitimate grievance, it shall immediately process the written grievance to the Superintendent of Schools, or his designee, with copies to all parties of interest.

(c) As soon as possible, but within ten (10) days from receipt of the written referral by the Superintendent or his designee, he will render a written decision to all parties as previously noted.

3. Level Three

In the event the aggrieved person is not satisfied with the decision at Level Two, or no decision has been reached within ten (10) days, he may refer the grievance through the PR & R Committee to the Board of Education for consideration at its next regularly scheduled meeting. The Board will render a decision at that meeting.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, the PR & R Committee will process the

grievance through such other legal avenues as are
available.

E. Rights to Representation -

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or legal counsel. Providing, however, that any teacher may in no event be represented by an officer, agent or outside representative of any organization other than the Association.

F. Miscellaneous -

1. A grievance may be withdrawn at any level without prejudice. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communication, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, 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 D.

ARTICLE XIV

Curriculum Advisory Committee

A Curriculum Advisory Committee shall be established to serve as a coordinating and planning group for system-wide curriculum concerns. This committee shall be broadly representative of the professional staff of the school system and shall consist of: elementary teachers, junior high teachers, senior high teachers, a member of Special Services, a member of the Department of Instruction, an elementary principal, a secondary principal, the Elementary Classroom Supervisor and shall be under the direction of the Assistant Superintendent for Instruction. All teachers of the committee shall be approved by the Association.

- A. This committee shall meet no less frequently than once a month and the committee members will be provided with release time for such meetings.
- B. The committee will have direct responsibility for helping to plan for a total staff involvement in system-wide curriculum study that will be provided as follows:
 1. A monthly curriculum day will be established for all professional staff members.
 2. The curriculum day will be at a designated day each month for the months of October, November, January, February, March, April and May (December may be an optional meeting if the above advisory committee deems this necessary).

3. Release time for the monthly curriculum day meeting shall be established as follows:
 - a. Pupils will be dismissed one hour early on each curriculum day.
 - b. Teachers will remain in the curriculum study for a minimum of one hour beyond the normal teaching day.
 - c. The curriculum study each month at grade or department level and/or building level will be determined by the curriculum advisory committee.
4. The previous second semester curriculum day shall be discontinued in order to provide more realistic curriculum study as outlined above.

ARTICLE XV

School Calendar

- A. The Board recognizes the sincere interest of the Association in the formulation of the annual school calendar. It is the legal responsibility of the Board to establish such an annual calendar. The following are the policies to be utilized in establishing the calendar:
 1. That the school year shall officially commence on Labor Day for membership and State accounting purposes.
 2. That the Tuesday after Labor Day be the first day of the pre-school conference for teachers who have taught in the school system the previous year. (Beginning teachers may be asked to be present for pre-school activities before Labor Day.)
 3. That the school year begin for students on the Wednesday following Labor Day.
 4. That the two days selected by the Superintendent of Public Instruction for Institute Days be observed according to law, and that participation in these conferences and their improved effectiveness be encouraged.

5. That the legal holiday, Thanksgiving, be observed with school closing at the usual hour on Wednesday, the day preceding.
6. That the schools remain closed on the Friday following Thanksgiving.
7. That the Christmas-New Year period will be observed starting no later than the 23rd day of December.
8. That the schools have one full work day for teachers the last day of the first semester.
9. That Spring Vacation begin at the end of the regular school day on Thursday preceding Good Friday and continue through the week following Good Friday.
10. That Memorial Day be observed only on the legal holiday.
11. That the Wednesday P.M., Thursday, and Friday of the last week of the school year be scheduled as work days for the teachers.
12. That the school year not exceed the 18th day of June in any year.
Further: That the school year end on a Friday which is the 18th of June or on the Friday of the week preceding the 18th day of June.

The Board will make its adoption of a school calendar at a regularly scheduled meeting of the Board as prescribed by law.

ARTICLE XVI

Teaching Hours

A. School Schedules:

Elementary Schedule

- 8:20 - Teachers report
- 8:50 - Classes begin
- 11:30 - Noon dismissal
- 12:30 - Teachers back in classrooms
- 12:45 - Classes resume
- 3:25 - School dismissed
- 3:40 - Teachers may leave

Junior High Schedule

- 8:30 - Teachers report
- 9:00 - 9:55 - First period
- 9:59 - 10:46 - Second period
- 10:50 - 11:37 - Third period
- 11:41 - 1:02 - Fourth period
- 1:06 - 1:53 - Fifth period
- 1:57 - 2:44 - Sixth period
- 2:48 - 3:35 - Seventh period
- 3:50 - Teachers may leave

Junior High - Elementary Schedule

8:10 - Teachers report
8:40 - 11:00 - Classes
11:00 - 11:35 - Lunch
11:35 - 2:35 - Classes
3:30 - Teachers may leave

Senior High Schedule

<u>West</u>	<u>East</u>
7:45	7:30 - Teachers report
8:15 - 9:15	8:00 - 9:00 - First period
9:20 - 10:15	9:05 - 10:00 - Second period
10:20 - 11:15	10:05 - 11:00 - Third period
11:20 - 12:45	11:05 - 12:30 - Fourth period
12:50 - 1:45	12:35 - 1:30 - Fifth period
1:50 - 2:50	1:35 - 2:35 - Sixth period
3:30	3:15 - Teachers may leave

- B. Teachers who are not classroom teachers shall not have a regular work day longer than that of secondary teachers.
- C. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. The secondary teachers will have this time structured within the fourth (4th) period.
- D. A committee composed of three (3) members selected by the Association, and three (3) members selected by the Board will meet in September, 1966, for the purpose of studying the teacher day and making recommendations for changes.

ARTICLE XVII

Summer School Assignments

A. The Board and Association recognize that the special needs of the students in the summer school program require optimum classroom conditions for the most effective learning. Accordingly, the Board and the Association agree to the following priority objectives for the summer school program:

1. Assignment of the most qualified teachers.
2. Adequate teaching materials suitable for the program offered.
3. Limitation of class size.

B. Teaching positions in the summer school program shall be filled on a voluntary basis by regularly certified teachers in the Garden City School System working within their areas of certification and/or competence.

1. All Garden City teachers desiring any position shall have an equal opportunity for placement.
2. In filling such positions, consideration shall be given to a teacher's area of competence (major and/or minor field of study), quality of teaching performance and length of service in the Garden City Schools. The above factors being equal, the following criteria, in order listed, shall determine the assignment of summer school teachers.
 - (a) Length of satisfactory service in the specific position in the summer school program.
 - (b) Length of satisfactory service in the subject area, department, or grade level of the assignment.
 - (c) Length of satisfactory service in the system.

- C. Applications for summer school positions shall be submitted in writing through the building principal to the summer school Director, prior to the first day of May each year. Notification of summer school assignment shall be made by the Director of the summer school program as early as possible.
- D. All openings for specialists and/or special project teachers shall be adequately publicized in every school as far in advance of the appointment as possible.
- E. A summer school session shall not exceed a maximum of seven weeks.
- F. Split subject and grade classes shall be avoided wherever possible.
- G. The Fourth (4th) of July shall be a paid holiday.
- H. In reference to Summer School, Adult Education, and all Federal Programs, the master agreement will pertain in all areas except those of finance in view of the fact that each of these is a self-sustaining program bearing little or no relationship to the general operation and financing of the regular school term.

ARTICLE XVIII

Miscellaneous Provisions

- A. The Board agrees to maintain a list of substitute teachers for both elementary and secondary schools. All teachers who are to be absent from duty for any reason are charged with the responsibility to notify the Board of Education. Teachers are to call the Board of Education between 7:00 and 7:30 a.m. to state their name, assignment, and to report the reason for absence. Such teacher will also notify the secretary of the building to which he is assigned. The personnel office of the Board of Education will arrange for a substitute.
- B. The Association will be advised by the Board of local school tax programs, State and Federal Legislation affecting or potentially affecting the district. The Association shall have, in advance, the opportunity to consult with the Board with respect thereto.
- C. This agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It also will supersede any contrary or inconsistent terms contained in any individual teacher 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.
- D. If any provision of this agreement or its application shall be found to be contrary to law then such provision or application shall be deemed invalid but all other provisions or applications shall continue in full force and effect for the duration of the agreement.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

- F. 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.
- G. Teachers shall not be required to correct tests administered as part of a system-wide testing program.
- H. The Board of Education recognizes teacher activities in the specific areas of P.T.A. attendance, individual club activity, civic functions and orientation camp to be on a voluntary basis.

SCHEDULE A

TEACHER SALARY SCHEDULE

Years of Exper- ience	B.A.		B.A. + 15 hrs.		M.A.		M.A. + 15 hrs.		M.A. + 30 hrs.	
	4.0	1.05	4.5	1.10	5.0	1.15	5.5	1.20	6.0	1.25
0	5,600	1.05	5,880	1.10	6,160	1.15	6,440	1.20	6,720	1.25
1	5,880	1.10	6,160	1.15	6,440	1.20	6,720	1.25	7,000	1.30
2	6,160	1.15	6,440	1.20	6,720	1.25	7,000	1.30	7,280	1.35
3	6,440	1.20	6,720	1.25	7,000	1.30	7,280	1.35	7,560	1.40
4	6,720	1.25	7,000	1.30	7,280	1.35	7,560	1.40	7,840	1.45
5	7,000	1.30	7,280	1.35	7,560	1.40	7,840	1.45	8,120	1.50
6	7,280	1.35	7,560	1.40	7,840	1.45	8,120	1.50	8,400	1.55
7	7,560	1.40	7,840	1.45	8,120	1.50	8,400	1.55	8,680	1.60
8	7,840	1.45	8,120	1.50	8,400	1.55	8,680	1.60	8,960	1.65
9	8,400	1.55	8,680	1.60	8,960	1.65	9,240	1.70	9,520	1.75
10	8,960	1.65	9,240	1.70	9,520	1.75	9,800	1.80	10,080	1.85
11				1.80	10,080	1.85	10,360	1.90	10,640	

- 1) Education Specialist Degree will receive \$840 above the Masters Degree.
- 2) Ed.D. and/or Ph.D. will receive \$1,120 above the Masters Degree. Ed.D. and/or Ph.D. must be earned, not Honorary.
- 3) Up to nine (9) years total is allowed for outside military and teaching experience, singly or in combination, for the school year 1966-67. Two years military experience equals one year on the schedule to a maximum of two years on the schedule for military service.
- 4) Group medical, hospitalization, income and life insurance available to full-time employees. Board of Education to pay total cost of employees' insurance. The employee may elect to add coverage for wife/and or family. Not less than ninety per cent of full family coverage will be paid by the Board of Education.
- 5) The M.S.W. degree will be paid at Masters + 15 semester hours, and all residue of semester hours beyond the M.A. + 15 will be applied to the M.A. + 30.
- 6) Teachers with vocational certificates and teaching high school students for which vocational reimbursement applies will be paid on the salary schedule as follows: 2 yrs. credit--Business Education; 3 yrs. credit--vocational industrial arts.

The Board of Education reserves the right to amend or modify the salary index prior to each subsequent school year if additional revenue accruing to the school district is not sufficient to both maintain the salary schedule at a figure competitive with surrounding school districts and finance the salary schedule, the insurance program and extra pay schedule with the index in effect at such time after all reasonable efforts have been made to acquire more revenue.

SPECIAL PAY SCHEDULE -- SCHEDULE B

HIGH SCHOOL

Head Football	\$605.00*
Assistant Football	440.00*
Head Basketball	605.00
Assistant Basketball	440.00
Head Wrestling	495.00
Assistant Wrestling	385.00
Head Track	385.00
Assistant Track	302.50
Head Baseball	385.00
Assistant Baseball	302.50
Head Swimming	550.00
Assistant Swimming	385.00
Golf	330.00
Cross Country	330.00
Tennis	330.00
Athletic Director	605.00
Cheerleading	220.00
Girls' Athletic Association	275.00
Newspaper	275.00
Annual	275.00
Speech and Debate	275.00 (\$137.50 each if divided)
Band	440.00 no mileage
Vocal Music	330.00 no mileage
Art	192.50 no mileage
Junior Class Play Directing	192.50 no mileage
Senior Class Play Directing	192.50 no mileage
Stage Lighting	220.00 no mileage

JUNIOR HIGH SCHOOL

Head Football	\$440.00*
Assistant Football	330.00*
Head Basketball	440.00
Assistant Basketball	330.00
Wrestling	275.00
Track	275.00
Baseball	275.00
Athletic Director	400.00
Cheerleading	137.50
Newspaper	137.50
Class Play Directing	110.00/137.50
Band	330.00 no mileage
Vocal Music	137.50/192.50

* Includes \$75.00 for extra week of football.

Football and basketball at each secondary school must have separate head coaches.

DEPARTMENT OF INSTRUCTION

Elementary Physical Education	\$250/300/350 no mileage
Elementary Art	250/300/350 no mileage
Elementary Music	250/300/350 no mileage
Orchestra	300/350/400 no mileage (\$100 for servicing several buildings)
Programed Instruction	350/400/450 no mileage
Reading Supervisor	600 no mileage
Reading Teacher	250/300/350 no mileage
Instructional Materials Coordinator	Base per salary schedule plus 5%, plus 1-5%, maximum 10% - 40 weeks

SPECIAL SERVICES

Attendance Officer	\$550/600/650 no mileage
E.M.H., Type C	450/500/550 no mileage
E.M.H., Type A	400/450/500 no mileage
Emotionally Disturbed, Segregated Classroom	400/450/500 no mileage
Homebound Teacher	550/600/650 no mileage
Orthopedic Teacher	400/450/500 no mileage
Physical Therapist	400/450/500 no mileage
Psychological Examiner	500/550/600 no mileage
Psychologist	600/650/700 no mileage
Consulting Psychologist	700/750/800 no mileage
Speech Correctionist	450/500/550 no mileage
Teacher of the Hard of Hearing	400/450/500 no mileage
Visiting Teacher	550/600/650 no mileage

Special position and expense allowance as part of the salary.

ADDITIONAL EXTRA PAY POSITIONS

High School

Class Sponsors

Senior Class (per person, maximum of three persons)	\$100.00
Junior Class (per person, maximum of two persons)	75.00
Sophomore Class (per person, maximum of two persons)	75.00
Student Council (one per building)	150.00
Audio-Visual Coordinator (one per building)	200.00

High School - continued

Athletic Event Supervision (\$6.00 per night per person) \$700.00 Maximum

Football - 5 Games

3 ticket sellers
2 ticket takers
1 scorer-timer
1 announcer
2 fence guards
1 refreshment stand
1 relief person
11 people at \$6.00 per person per event.

Basketball - (8 Games)

1 ticket seller
1 ticket taker
1 timer
1 scorer
4 people at \$6.00 per person per event.

Wrestling - (10 Meets)

1 ticket seller and taker (1 person) - at \$6.00 per event.

Swimming - (10 Meets)

1 ticket seller
1 scorer
2 people at \$6.00 per person per event.

Junior High School

Student Council (one person per building)	\$100.00
Audio-Visual Coordinator (one per building)	150.00
Safety Patrol (one per building)	50.00

Athletic Event Supervision (\$6.00 per night per person) \$275.00 Maximum

Football - (3 Games)

4 supervisors (including ticket taker) - at \$6.00 per event per person.

Basketball - (5 Games)

1 timer
1 scorer
3 supervisors
5 people at \$6.00 per person per event.

Wrestling - (3 Meets)

1 supervisor at \$6.00 per event.

Elementary

Audio-Visual Coordinator (one per building)	\$100.00
Safety Patrol (7 elementary schools)	100.00

A study shall be completed in the fall of 1966 for all extra curricular positions for which there was an extra pay on the 1965-66 extra pay schedule. This study shall show the salaries and/or released time and the number of people in these positions in each school district surveyed.

The median or average extra pay salary shall be determined. The Board shall adjust any salaries that are below the median or average.

SCHEDULE C

Insurance

Group medical, hospitalization, income and life insurance available to full-time employees, Board of Education to pay total cost of employee's insurance. The employee may elect to add coverage for wife and/or family. Not less than ~~ninety per cent~~ 100% of full family coverage will be paid by the Board of Education.

DURATION OF AGREEMENT

This Agreement shall be effective as of the First day of July, 1966, and shall continue in effect for one (1) year until the Thirtieth day of June, 1967. 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
Garden City Public Schools
Wayne County, Michigan

Garden City Education Association

BY R. B. Keegan
President

BY Thomas J. Lenz
President

BY William R. Beut
Secretary

BY Barbara Kent
Secretary

BY Bracken L. Snow
Chief Negotiator

BY Richard W. Croll
Negotiating Chairman

Paul J. Hinch
Ray T. Harris
Al T. Best

Palmer Cook
Robert C. O'Gorman

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President

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President

BY _____
Secretary

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Secretary

BY _____
Chief Negotiator

BY _____
Negotiating Chairman