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1971-72

Garden City Board of Education

1971-72 CONTRACT AGREEMENT  
BETWEEN  
THE GARDEN CITY EDUCATION ASSOCIATION  
AND  
THE BOARD OF EDUCATION  
OF  
THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, MICHIGAN

9/1/71-6/30/72

MEA  
1216 KENDALE  
E. Lansing, MI  
48823

This Agreement entered into this first day of July 1971 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 confirm in this agreement.

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

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ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11, of Act 379, Public Acts of 1965, for all certificated or professional personnel under contract or on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, administrative assistants, directors of curriculum, directors of special services, business managers, principals, assistant principals, and any other person engaged fifty percent of the time in direct administration and supervision of professional personnel. 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 reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.

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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any 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. 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.

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.

D. The Association may use the school mailboxes for the dissemination of information to staff members only. Materials from individual mailboxes will be removed only by the teacher. 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.

E. The Association may have announcements read over the intercom system in each school 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.

F. The Board agrees to furnish to the Association, in response to request, 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 proscribed or designated (written or understood) privileged communication by an issuing agency.

G. Duly authorized representatives of the Association, MEA and NEA, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

H. Upon request the Board shall consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters.

Article II - continued

I. 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.

J. 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 will seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and will seek to achieve full equality of educational opportunity to all pupils.

K. 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 borne for legal assistance by the respective parties, and all other costs equally shared, exclusive of legal judgements.

L. Disputes between the Association and the Board, if not resolved within a reasonable period of time, shall be submitted to binding arbitration in accordance with the provisions of Article XIV, Section D of the grievance procedure.



ARTICLE III

Deductions for Professional Dues

A. Teachers may at any time have the option of signing and delivering to the Board an assignment authorizing deduction of membership dues 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 teachers and remitted not less frequently than monthly to the Association. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization plus any cost, including attorney's fees, incurred by the Board in connection therewith.

B. It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expenses which are appropriately shared by all teachers who are the beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with Section A of this Article, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments referred to in Section A. In the event that such sum shall remain unpaid for a period of thirty days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized by the parties as reasonable and just cause for termination of employment.

ARTICLE IV

Professional Compensation

A.1. 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.

2. No teacher shall receive a salary under Schedules A and B-2 which is less than the salary the teacher received under Schedules AA and B during the 1970-71 school year through the 1969-71 agreement, provided that the teacher has remained in a special pay category defined in Schedule B of the 1969-71 agreement.

B. The salary schedule is based on a school year from Labor Day through Friday of the second full week in June.

C. 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 two hundred and five (205) will be used. Further, to determine the hourly rate for these same purposes, the daily rate will be divided by six (6).

Example: Let "X" equal the contractual salary:  $\frac{X}{205} \cdot 6 = \text{Hourly Rate}$

D.1. A change of salary due to a higher level of educational attainment shall only be granted for credits earned 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.

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

Article IV - continued

2. Credit hours earned 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 respective semester. Official notification after either of these dates will not result in any change in salary status until the 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 - rendering all such previously earned credits unapplicable for amassing credit hours for salary adjustments to be based on past degree hours of credit.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be compensated at the rate of ten cents (10¢) per mile. This compensation shall be paid semi-annually.

F. All teachers shall be entitled to holidays without loss of pay if paid for the work day preceding and the first work day immediately following such holidays.

G. Any emergency hour (period) of instruction beyond the normal teaching load will be paid as follows:

Senior High - 6.00 per class period  
Junior High - 5.00 per class period  
Elementary - 3.00 per class period  
(Art, Music, and P. E.)

H. Teachers involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.

I. Senior high teachers having a six (6) hour instructional schedule will be paid one-sixth (1/6) their regular salary for the additional hour.

J. Junior high teachers having a seven (7) hour instructional schedule will be paid one-seventh (1/7) their regular salary for the additional hour.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high will be 25 teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the junior high schools will be thirty (30) teaching periods and five (5) unassigned preparation periods. The normal teaching week in the elementary schools will be twenty-six (26) hours and forty (40) minutes of instruction.

B. Since pupils are entitled to be taught by teachers who are teaching 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 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 written or oral communication 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, 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

Article V - continued

the teacher is not satisfied, he may resign if the contractual services of a fully qualified and certified replacement can be obtained.

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.

F. On Fridays and on days preceding holidays and vacations, teachers may leave fifteen (15) minutes earlier than the teachers' regular dismissal time.

G. Teachers may be required to substitute during their planning periods. Teachers may also be required to substitute in an emergency for part of or the entire day when their assignment does not require their presence with the same students daily, provided that all reasonable efforts to secure a substitute have been exhausted. However, any other assignments in addition to the normal teaching schedule during the regular school year for which there is compensation shall not be obligatory but shall be with the consent of the teacher.

H. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teacher specialists; provided that, this preparation time shall not be used for purposes unrelated to school work, such as extending lunch periods or leaving the school to attend to personal business.

I. If, at the request of the Board, a teacher should be engaged during the school day in negotiating in behalf of the Association with any representative of the Board, that teacher shall be released from regular duties without loss of salary.

Article V - continued

J. In cases where extracurricular positions for which there is added compensation are not filled from within the building, the position will be posted on a system-wide basis.

K. Teachers (other than those who meet the same students daily and for whom preparation time has been scheduled) shall be provided with preparation time.

L. Kindergarten and reading readiness teachers will receive two (2) half days release time per month from September through May for preparation and conferences.

M. There shall be three (3) half days of released time in the seventh (7th) full week of school for all elementary teachers, excluding kindergarten and readiness teachers, for the express purpose of holding parent conferences. If because of difficulties in scheduling, a teacher is unable to hold conferences with every parent during said released time, the teacher will schedule the remainder of the conferences before or after school, or during such other planning and unassigned preparation time as is available during the remainder of the week, or during the eighth (8th) week if necessary. There shall also be one half day (1/2) released time during the seventh (7th) week of the second semester for all elementary teachers, excluding kindergarten and readiness teachers, for the purpose of holding conferences with the parents of those children for whom the teacher deems a conference necessary. A contact will be made with those parents who are not scheduled for a conference during the second semester in order to inform those parents of the children's progress.

N. Current teacher vacancies will be announced in the first staff newsletters for the months of April, May, and June. Such announcements are not intended to cover interim vacancies already filled.

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ARTICLE VI

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. In addition, supervision is recognized as an essential part of total teacher responsibility.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the lowering of class size is recognized to be a high priority for program improvement. To this end the Board will strive to utilize all existing classroom facilities to the extent that financial resources permit.

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 professions. The parties further agree that efforts shall be continued to seek and use textbooks and supplementary reading and other teaching materials which contain the contribution of all racial, ethnic, and religious groups to the history, scientific and social development of the United States. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools and the Board will attempt to implement all joint recommendations made by its representatives and the Association.

C. Each school shall provide a teacher reference library.

D. The Board agrees to make available in each school typing and duplicating facilities. Clerical personnel will continue to aid teachers in the preparation of instructional materials as they can be made available by the building or department administrator.

Article VI - continued

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

F. Special staff members in the areas of art, music and physical education shall be scheduled the equivalent of one-half ( $\frac{1}{2}$ ) hour per room per week where facilities and scheduling permit. The regular teacher may remain in the classroom or may elect to use this time for planning or conferences in the building. The regular teacher must be present in the classroom at the beginning and conclusion of these periods.

G. 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.

H. 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. Each school will maintain one private (unlisted) separate line for extreme emergency, ie., civil defense or weather warning. Present phone facilities shall be maintained.

I. 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 building administrator. A separate activity accounting of these funds in each building will be maintained, and the net proceeds will be disbursed as determined by the total building teaching staff upon the authorization of the building representative and the building principal.

J. Adequate parking facilities shall be made available to teachers and these facilities shall be maintained reasonably free of snow, ice and debris.



Article VI - continued

K. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. The elementary teachers in the regular elementary schools shall have a thirty (30) minute lunch period and a thirty-five (35) minute unassigned preparation period during the noon period. The elementary teachers in the junior high schools will have their unassigned preparation period following the conclusion of the instructional day. The secondary teachers will have their lunch time structured within the fourth (4th) period.

L. Unsafe or hazardous conditions which endanger the health, safety or well-being of a teacher will be brought to the attention of the immediate administrator for appropriate action.

ARTICLE VII

Teaching Hours

A. Teachers who are not classroom teachers shall not have a regular work day longer than that of secondary teachers. All teachers shall be at their assigned teaching station at least ten (10) minutes before classes begin.

B. Additional classes may be scheduled before the normal school day begins. Teachers shall be assigned these classes on a voluntary basis only. Teachers affected by such assignment shall then report one (1) hour earlier than specified in Schedule D and shall end their day one (1) hour earlier than specified in Schedule D.

C. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances or other situations which threaten the health or safety of students.

D. The teaching hours for teachers shall be as set forth in Schedule D, except that schedules may be altered by the Board in order to accommodate special situations; however, in general, all time limits will be adhered to.

E. Teachers shall be required to attend meetings called before or after school hours provided that a majority of those affected are in agreement as to the time and place of such meetings. Meetings called during school hours shall be on a regular scheduled basis and so structured as to cause minimal disruption to the teachers and students. Nothing in this section shall prevent the calling of emergency meetings as specifically provided for elsewhere in this agreement.

ARTICLE VIII

Teacher Discipline

A. Whenever a teacher is to be formally disciplined, verbally or in writing, for any infraction of discipline or delinquency in professional performance, he shall be entitled to have present the building representative of the Association. Action may be immediate or may be taken at a specified time outside the class day as determined by the administration.

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

Garden City Retirement and Death Benefit

A. Eligibility for Retirement Benefits

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 (10) years or more of 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 (30) years of service in 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 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 Benefits

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

1. Ten (10) dollars per day for each unused sick day; or
2. Fifty (50) dollars per year for each year of service to the local school district served beyond the tenth (10th) year of service.
3. Employees shall receive the amounts described in either 1. or 2., whichever is greater.

Article IX - continued

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

1. Eligibility

Ten (10) years or more of service in the Garden City School System and eligible to receive public school employee's retirement benefits as defined in the State of Michigan General School Laws, 1960.

OR

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

OR

After ten (10) years or more 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.

2. Coverage: Optional Health Insurance

Cost to Retirees

From date of retirement until  
age 65 - full group coverage.

Group rate

From age 65 on, co-insured with  
Medicare; reduced plan

\$5.00 per month for  
employee and \$5.00 per  
month for each dependent.

3. Coverage: Life Insurance

From date of retirement until  
age 65 - \$5,000

Group rate

From age 65 on - \$2,500

Group rate

4. Payments

All payments will be made directly to the local Washington National office. A payment overdue for 30 days will automatically cancel out all benefits. Payments for the following month will be due in the

Article IX - continued

Washington National Office no later than the 10th of each month. The first payment will be due to later than 30 days after termination of employment in the case of a retirement during the school year, and no later than ninety (90) days after the last day of the school fiscal year in the case of a retirement which takes effect on the last day of the school year.

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 employee. Certificated staff members must be under contract for the beneficiary to realize this benefit.

ARTICLE X

Administrative Vacancies

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

A. Notices of vacancies in administrative positions during the school year shall be posted in an appropriately designated place in each school building for not less than ten (10) school days prior to closing date for filing applications. In the event a vacancy occurs during the summer, said notice shall be mailed to the President of the Association. Notices of such vacancies shall include the qualifications necessary to fill the position. All applications shall be in writing and shall be directed to the Superintendent or his delegated authority who will screen the applications and make a recommendation to the Board.

B. On occasion, the filling of one vacancy may lead to another opening. Under these conditions, the new opening can be filled from current applicants, from the applicants previously indicating in writing to the Personnel Office an interest in a particular administrative position, from other employees, or from outside applicants, with the posting procedure as outlined in Section A above.

C. The Board will give recognition to a policy of filling administrative vacancies from within the professional staff; however, the Board reserves the right to fill these vacancies on the basis of its own judgment of qualifications, and also to hire new employees for vacancies in administrative positions.

D. Staff members who seek an administrative position are encouraged to keep their immediate administrator informed, and to notify the Personnel Office, in writing, of their desires. It will be necessary for a candidate to submit

Article X - continued

a new application for each opening as it occurs. He may supplement his previous application at any time if he believes it desirable. All administrative applications are retained on file in the Personnel Office.

E. Candidates shall be presented by the Superintendent or his delegated authority for any administrative position. The Board may interview candidates for an administrative position, 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 an administrative position by a candidate does not prejudice his consideration for future openings in which he may have an interest.

F. Vacancies in an administrative position may be filled on a temporary basis.

G. 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.

H. Applicants for administrative vacancies shall have, as a minimal criterion, successfully completed three (3) years of teaching and preferably five (5) years and preferably at the level of the position for which the application is made. The successful applicant for an administrative vacancy shall have acquired his master's degree preferably in educational administration or shall be in the process of completing his final course work by the time he assumes such duty. The absence of the degree would make the awarding of the position a temporary award. Administrative positions for which certification requirements are not needed are excluded from the provisions of this section.



Article X - continued

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 XI

Teacher Evaluation

A. The primary objective of formal and informal evaluations is to improve the quality of instruction through communication. Evaluative visits should be followed by mutually supportive efforts on the part of both the evaluator and the teacher, to consummate the objectives of the evaluations.

B. All observations of teacher performance shall be conducted openly.

C. Secondary considerations of evaluations are to permit decisions relative to retention or severance of employment in accordance with the Tenure Laws.

D. All probationary teachers, except speech correctionists, school social workers, consulting psychologists, diagnosticians, homebound teachers, teachers of the emotionally disturbed, and teacher consultants/emotionally disturbed, before being placed on tenure or dismissed must have been observed a minimum of four (4) class periods. All probationary first year teachers will be given at least a twenty-four (24) hour advance notice of the first formal observation. A formal conference will follow. Written evaluations will not be dated or distributed prior to December 1.

E. All tenure teachers, except special Services personnel mentioned in D above, shall receive a written evaluation based on formal observations on separate days in their areas of certification. Special Services personnel will be evaluated by conference with the Director of Special Services.

F. All speech correctionists, school social workers, consulting psychologists, diagnosticians, homebound teachers, teachers of the emotionally disturbed, and teacher consultants/emotionally disturbed will be evaluated by conference with the Director of Special Services as follows:

1. Probationary teachers will receive a minimum of two (2) written and signed evaluations per probationary year.
2. All tenure teachers will receive one (1) written evaluation per year.
3. Should administrators other than the Director of Special Services assist in the evaluation of the aforementioned teachers, they will complete a signed, written evaluation and hold a conference with these teachers prior to submitting the evaluation to the Director of Special Services.

G. All evaluations will be distributed prior to the last week of school.

H. All written evaluations must be signed by the evaluator. The teacher must sign and return the evaluation within three (3) days indicating that he has read it. The teacher may attach a written, signed statement to the evaluation.

I. 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.

J. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

K. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide for a hearing upon request.

ARTICLE XII

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, and the teacher appropriately refers the matter in writing to the administration, the administration will promptly take a direct interest in the case, take steps to refer the pupil involved to Special Services, and effect 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 workmen's 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 XIII

Negotiation Procedures

A. Upon ratification of the Master Agreement, the bargaining unit shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Association except as provided in Section B of this Article.

B. Within one hundred and twenty (120) days, but not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice, the parties will begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select six (6) representatives and two (2) alternates from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by both parties, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

## ARTICLE XIV

### Grievance Procedures

#### A. Definitions

1. A "grievance" is any alleged violation, or misinterpretation of the terms of this Agreement.
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. During the regular school year, the term "days" shall mean school attendance days. Beyond the regular school year, the term "days" shall mean normal business days.

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of 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.

Article XIV - continued

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 written consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year, except in those cases which cannot be resolved within this time limit. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated.

1. Level One

- a. A teacher with a concern which he identifies as a grievance shall discuss it with his immediate supervisor or principals, individually or together with his Association representative, through the Association representative, or with representatives of either party of interest present, within five (5) days of the occurrence, exclusive of holiday and vacation periods.
- b. As soon as possible, but within five (5) days from notification of grievance, the immediate supervisor or principal will render a decision to all parties of interest.

2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance, in writing, within five (5) days of the Level One-b decision of the grievance with the Association's P.R. & R. Committee with a copy to the

Article XIV - continued

immediate supervisor. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated. 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 three (3) days of receipt of the supervisor's written report the P.R. & 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 within the same three (3) day period, the teacher may continue to process his claim through the Association. If the committee decides there is a legitimate grievance, it shall, within the same three (3) day period, 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 grievance, the Superintendent or his designee will render a written decision to all parties of interest.

3. Level Three

In the event the aggrieved person is not satisfied with the decision at Level Two, he may refer within ten (10) days of receipt of a Level Two decision the grievance through the P.R. & R. Committee to the Board of Education for consideration at its next regularly scheduled meeting. The Board will render a decision at this regular meeting or at the next regular meeting following the meeting at which the grievance was considered. A written copy of this decision shall be furnished to all parties of interest.



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4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, the P.R. & R. Committee, within ten (10) days of the Board's decision, may take action to process the grievance through mediation through the State Labor Mediation Board. In the event the grievance is not satisfactorily resolved in Mediation, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Notification of intent to utilize the arbitration machinery shall be submitted to the other party and the American Arbitration Association within fifteen (15) days of the first mediation meeting.

Nothing in this section shall preclude the taking of action to process the grievance through such other legal avenues which are available.

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 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.
2. Nothing contained herein shall be construed to prevent any individual teacher 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.

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 any party of interest or any participant in the grievance procedure by 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 and the P.R. & 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 G.
6. The failure of an aggrieved person 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.~~

7. When a grievance arises in more than one building, and is directed to the Superintendent or his designee, the regular grievance procedure will be followed, with the Level I and Level IIa procedures directed to the Superintendent's designee and the Level IIc procedure directed to the Superintendent.
8. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
9. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XV

Leaves

A. Leave Days

1. Teachers shall receive a bank of thirteen (13) leave days each school year to be earned at the rate of one and three-tenths ( $1 \frac{3}{10}$ ) days per month of employment. All such leave days may be used prior to being earned; however, any unearned leave days that have been so used will be deducted from the final pay in case of termination of employment. No teacher may use unearned leave days in excess of those that can be earned during the balance of the school year. A teacher must be paid for three-fourths ( $\frac{3}{4}$ ) of the working days of the calendar month to earn days for that calendar month. Leave days may be used for the following purposes and in the amounts indicated:
  - a. Personal health, to the limit of accumulated leave time; provided that a teacher who takes an extended leave for more than eight (8) consecutive working days for personal health reasons shall have a certificate from his physician authorizing his return to work before returning to work.
  - b. Emergency in the immediate family (to include illness, accident, or death), to a maximum of twenty (20) leave days per incident, which may be extended by the Board under unusual circumstances.
  - c. Personal business, to a maximum of three (3) days per school year.
2. Leave days shall be cumulative without limit.

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. Employees returning to work from a leave of any description shall retain previous accumulated leave.
5. Employees shall experience no loss of leave 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. 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.
2. Emergency personal business leave (without 24- hour notice) may be granted at the discretion of the Superintendent or his designee.

C. Maternity Leave

1. Any teacher who becomes pregnant while under contract shall notify in writing the Assistant Superintendent in charge of Personnel prior to the beginning of the fifth month of such pregnancy. Said teacher shall have the option of beginning and completing the next school marking period, provided that at no time during that next school marking period will the teacher begin the eighth month of pregnancy. In all other cases the Board may place a pregnant teacher on maternity leave upon suitable replacement of that teacher.

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2. A maternity leave shall be granted without pay. The teacher shall be entitled to return from such leave at any time within one (1) year, provided that it is at the beginning of a marking period, and provided that she can present written permission from her physician allowing her to return to her full-time responsibilities.
3. Teachers on maternity leave shall have priority on the substitute teacher list and shall be paid at the current substitute rate.
4. A teacher on maternity leave shall notify the Board of her intended date of return to her full-time responsibilities within sixty (60) days after delivery and at least thirty (30) days in advance of the intended date of return. The intended date of return must be within one (1) year of the date the maternity leave began. Failure to return on the stated intended date shall terminate the maternity leave.

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. Military leaves are governed by Article 12, Sections 744, 745, and 746, on pages 256-257 of the State of Michigan General School Laws, June, 1960, as revised.
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 of one school semester, or a combination

Article XV - continued

of continuous school semesters, not to exceed one school year, without pay, to any teacher to campaign for himself or serve in a public office, pending a suitable replacement. 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 may, upon written request, grant a renewal of this leave.

F. Peace Corps Leave

Leave of absence will be granted up to one (1) year 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. The Board may, upon written request, grant renewal of this leave.

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 teachers to attend meetings of the local, state, or national education associations. These days shall not exceed a number equal to more than six (6) percent of the teachers.

H. State and National Officer Leaves

1. The Chief Executive of the Garden City Education Association shall be released from school duties for two (2) hours each day without loss of pay.
2. Any teacher who is elected MEA or NEA president shall be granted a leave of absence of one (1) year without pay for this one (1) year term of office.

I. Legal Processes

1. A teacher shall be released for jury duty or processes directly related to jury duty without loss of pay (regular salary less jury pay) or accumulated leave time.

Article XV - continued

2. A teacher will not experience loss of pay for absenteeism on days involving litigation initiated by or in behalf of the Board. Litigation not initiated by the Board and resulting in absenteeism of a teacher would result in a loss of pay for that teacher after available personal business days were used.
3. Teachers officially requested to appear before any branch of federal, state, or local governments shall be given said leave days in excess of the allotted amounts in Section A, Sub-Section 1 of this article.

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 eight (8) semesters of Sabbatical Leave shall be granted during any one year.

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 teacher on a leave of absence, having served the system seven (7) or more 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. 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 review.



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 (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The teacher involved will then be asked to be present at the meeting when it comes up for consideration by the Board.

While on the Sabbatical Leave, the teacher will receive one-half ( $\frac{1}{2}$ ) 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 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:

Article XV - continued

- 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 fo 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.

The Board will budget an amount of money for Sabbatical purposes equal to the number of teachers that may be on a Sabbatical Leave each year, times one-half of the maximum M.A. salary as listed on the salary

Article XV - continued

schedule. Money budgeted shall not be allowed to accumulate, but will be budgeted yearly.

K. Return from Leave

1. Teachers returning from a Public Office Leave, Peace Corps Leave, Association Leave, State and National Office Leave or Sabbatical Leave shall be assigned to the same position or a substantially equivalent position.
2. Upon return of a teacher from a leave of any other sort, the teacher will be placed in a position for which he is certified and qualified.

L. Automatic or Contractual Termination of All Leaves of Absence

1. Taking another contract for professional services or other full-time employment, unless specifically approved by the Board when granting the leave.
2. Failure to utilize the leave granted for the purpose as originally requested, and for which it was granted.
3. Medically substantiated incapacitation, mental or physical, to resume contractual services at the date of the termination of such leave.
4. Failure to accept the specific assignment offered and for which the returning person is fully certificated to perform.

ARTICLE XVI

School Calendar

A. The Board recognizes the sincere interest of the Association in the formulation of the annual school calendar. It is the legal responsibility of the Board to establish such an annual calendar. The following are the policies to be utilized in establishing the calendar:

1. That the school year shall officially commence on Labor Day for contract 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 Thursday following Labor Day.
4. That the Christmas vacation will be observed starting no later than the 23rd day of December and ending no earlier than the 1st day of January.
5. That the teachers have at least one full work day with students released the last day of the first semester.
6. 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.
7. That the Thursday of the last week of the school year be scheduled as a work day for the teachers.
8. 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 day of June or on the Friday of the week preceding the 18th day of June.

Article XVI - continued

9. That 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 in June.
10. That the following legal holidays shall be observed and school shall not be in session: New Year's Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.
11. That whenever an observed legal holiday falls on a Tuesday, the preceding Monday shall also be a holiday; further, whenever an observed legal holiday falls on a Thursday, the following Friday shall also be a holiday.

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

C. For the term of this Agreement the school calendar shall be as set forth in Schedule C.

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 junior high principal, a senior high principal and Director of Elementary Curriculum and shall be under the direction of the Director of Curriculum. 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 released 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 and time each month for the months of September thru 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. The students' instructional day will be reduced by a minimum of one (1) hour on curriculum days.
    - b. The work day of teachers will be increased by a maximum of one (1) hour on curriculum days.
    - c. The curriculum study each month at grade or department level and/or building level will be planned by the Curriculum Advisory Committee.

ARTICLE XVIII

Summer School Assignments

A. The Board and the 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. Whenever possible, 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;
  - d) The recommendations of the building principal.



Article XVIII - continued

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 March each year. Notification of Summer School assignments shall be made by the Summer School Director 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. Teaching positions in special project(s) shall be filled from the applications submitted before March 1 to the degree possible. Such positions will be filled in consistence with the special project's(s') approved funding.

E. A Summer School Session shall not exceed a maximum of seven (7) weeks.

F. Split subject and grade classes shall be avoided whenever possible.

G. Summer School teachers shall receive \$7.00 per hour of instructional time.

H. Summer School teachers shall be entitled to use up to two (2) days of accumulated leave days for illness on a prorated basis.

I. No teacher shall be denied a summer teaching position for refusal to make a commitment exceeding eight (8) weeks.

ARTICLE XIX

Special Teaching Assignments

A. Assignments for Adult Education Programs, Community School Programs, and after school driving instruction sessions involving credit courses, will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.

B. Teachers shall be compensated for teaching in the above mentioned programs at the same rate as the summer school teachers for these services.

C. Supervision by a teacher of a student teacher shall be voluntary, and no teacher shall supervise more than one such student teacher simultaneously.

ARTICLE XX

Professional Improvement

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

B. The Board agrees to provide through the building and departmental budgets, and as approved by the immediate administrator, the necessary funds for teachers to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Appropriate expenses incurred in attendance and sufficient leave time without loss of compensation shall be granted to the teacher by the Board.

ARTICLE XXI

Maintenance of Standards

The Board sets the following continuing standards for hiring teachers:

1. No new teachers shall be hired who have not completed a minimum of the bachelor's degree at a recognized college or university.
2. No teachers shall be hired who have not completed the requirements of the Michigan Certification Code, as amended, and have been recommended for at least the Provisional Teaching Certificate.
3. Persons with less than the above minimum requirements may be hired in an emergency situation until adequate certificated personnel meeting the above requirements are available.
4. Provided that, Interns enrolled in the Elementary Intern Program of the Michigan State University may be placed in the classrooms of the Garden City Public Schools subject to and in agreement with the Michigan State Teaching Intern Program.

ARTICLE XXII

Seniority

A. A teacher's seniority date shall be the date of hire by formal action of the Board.

B. Should changes in student population, financial, or other conditions make necessary a general reduction in the number of teachers employed by the Board, teachers will be laid off in the following order:

1. Teachers on ninety (90) day or temporary certificates will be laid off before all others.
2. Probationary teachers will be laid off on a last in first out seniority basis, except that the Board may pass over for lay-off any teacher, who because of specialized certification, cannot be replaced in established programs.
3. Tenure teacher lay-off will be based on length of service to the district and qualifications required for remaining assignments in the District. Qualifications shall be determined by major and minor fields of study, areas of certifications, and additional educational preparation. Those teachers with least seniority shall be considered for lay-off first.

C. Any teacher transfer that is a direct or indirect result of lay-off procedure shall be considered voluntary.

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

E. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district, Teachers employed in the Garden City Schools will be given preference for positions in those school buildings which exist at the time this Agreement is ratified or are constructed during the life of this Agreement.

ARTICLE XXIII

Human Rights and Dignity

In order to provide the children of the school district with broader perspectives and to encourage awareness and appreciation of the contributions of varied cultures, races, ethnic and religious groups, etc., to the American society, the Board shall continue to make every effort when filling vacancies to hire competent personnel with various cultural, racial, ethnic, and religious background.

ARTICLE XXIV

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. This Agreement shall 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. The Board of Education reserves the right to adopt rules, regulations, and practices not covered by this contract.

C. 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 be continued in full force and effect for the duration of the Agreement.

D. Signed 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. Twelve (12) copies will be forwarded to the MEA Area Office.

E. 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.

F. Teachers shall not be required to correct tests administered as part of a system-wide, standardized, intelligence or achievement testing program.

Article XXIV - continued

G. The Board agrees that teacher activities in the specific areas of P.T.A. attendance, club activity, civic functions, and orientation camp shall be on a voluntary basis; the Association agrees that participation in "open house" activities shall be the responsibility of the teacher. Further, the Association recognizes the value of co-curricular programs and encourages teachers to assume the responsibility of active participation therein,

H. The Board has the responsibility to provide the highest quality educational program practicable for every child in the school district. To assist the Board in achieving this end, the teacher has the responsibility to make careful daily preparation and shall submit lesson plans regularly on a weekly basis.

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

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

K. Should a third party challenge the validity of any of the provisions of this contract by filing a suit at law, both the Association and the Board will actively defend against such suit(s) and share equally any cost of such defense.

L. Any teacher contracted to work the week immediately prior to and/or the week immediately after the regular school year shall receive all of the benefits of this contract.



ARTICLE XXV

Curriculum Study Committee

A Curriculum Study Committee composed of four (4) representatives of the Association and three (3) representatives of the Board shall be established to study the feasibility of fifty-five (55) minute class periods at the junior high level. The committee will select a chairman and will produce a finished report to the Curriculum Advisory Council on or before February 1, 1972.

*Garden City*

SCHEDULE A  
TEACHER SALARY SCHEDULE  
1971 - 1972

Years of Exp.	I		I		I		I		I		I		I	
	N	B.A.	N	B.A. + 15 Hrs.	N	M.A.	N	M.A. + 15 Hrs.	N	M.A. + 30 Hrs.	N	ED. SPEC.	N	PH.D. or ED.D.
	D	4.0	D	4.5	D	5.0	D	5.5	D	6.0	D	6.5	D	7.0
	E		E		E		E		E		E		E	
	X		X		X		X		X		X		X	
0	1.0	8,400	1.07	8,988	1.15	9,660	1.22	10,248	1.29	10,836	1.36	11,424	1.43	12,012
1	1.05	8,820	1.12	9,408	1.20	10,080	1.27	10,668	1.34	11,256	1.41	11,844	1.48	12,432
2	1.10	9,240	1.17	9,828	1.25	10,500	1.32	11,088	1.39	11,676	1.46	12,264	1.53	12,852
3	1.15	9,660	1.22	10,248	1.31	11,004	1.38	11,592	1.46	12,264	1.53	12,852	1.60	13,440
4	1.20	10,080	1.27	10,668	1.37	11,508	1.44	12,096	1.53	12,852	1.60	13,440	1.67	14,028
5	1.26	10,584	1.33	11,172	1.43	12,012	1.51	12,684	1.60	13,440	1.67	14,028	1.74	14,616
6	1.32	11,088	1.39	11,676	1.50	12,600	1.58	13,272	1.67	14,028	1.74	14,616	1.81	15,204
7	1.39	11,676	1.46	12,264	1.57	13,188	1.65	13,860	1.74	14,616	1.81	15,204	1.88	15,792
8	1.46	12,264	1.53	12,852	1.64	13,776	1.71	14,364	1.81	15,204	1.88	15,792	1.95	16,380
9	1.53	12,852	1.60	13,440	1.71	14,364	1.78	14,952	1.88	15,792	1.95	16,380	2.02	16,968
10	1.60	13,440	1.67	14,028	1.78	14,952	1.85	15,540	1.95	16,380	2.02	16,968	2.09	17,556
11					1.88	15,792	1.93	16,212	2.02	16,968	2.09	17,556	2.16	18,144

- Note:
1. All figures rounded to nearest dollar.
  2. Up to eleven (11) years total is allowed on the salary schedule for outside military and teaching experience, singly, or in combination, for the school year 1971-72. Two years military experience equals one year on the schedule to a maximum of two years on the schedule for military service.
  3. The M.S.W. degree will be paid at Masters + 15 hours, and all residue of semester hours beyond the M.A. + 15 will be applied to the M.A. + 30.
  4. Teachers with vocational certificates and teaching high school students for which vocational reimbursement will be paid shall not be paid a salary higher than that indicated in Schedule A, except that teachers who received two years' credit for business education or three years' credit for vocational industrial arts in 1970-71 shall continue to receive such credit prorated to the portion of the day in which they are involved in such programs.

GARDEN CITY PUBLIC SCHOOLS  
Garden City, Michigan

SCHEDULE B-1  
1971-1972 COACHES' PAY SCHEDULE

HIGH SCHOOL

Athletic Director (*Coaching Base)	\$1,200.00*
Head Football	90%
Assistant Football	65%
Head Basketball	90%
Assistant Basketball	65%
Head Wrestling	75%
Assistant Wrestling	60%
Head Track	70%
Assistant Track	60%
Head Baseball	70%
Assistant Baseball	60%
Head Swimming	75%
Assistant Swimming	60%
Golf	52%
Cross Country	60%
Tennis	60%

JUNIOR HIGH

Athletic Director	60%
Head Football	60%
Assistant Football	47%
Head Basketball	60%
Assistant Basketball	47%
Wrestling	52%
Track	52%
Baseball	52%

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

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

GARDEN CITY PUBLIC SCHOOLS  
Garden City, Michigan

SCHEDULE B-2  
1971-1972 SPECIAL PAY SCHEDULE

HIGH SCHOOL

Cheerleading	\$350.00
Girls' Athletic Association	400.00
Newspaper	400.00
Annual	400.00
Speech and Debate	475.00
Band	635.00
Vocal Music	530.00
Art	290.00
Junior Class Play Directing	350.00
Senior Class Play Directing	350.00
Stage Lighting	400.00
Pep Club	400.00
Senior Class Sponsor (per person, maximum of three (3) persons)	300.00
Junior Class Sponsor (per person, maximum of two (2) persons)	120.00
Sophomore Class Sponsor (per person, maximum of two (2) persons)	120.00
Student Council (one (1) person per building)	235.00
Athletic Event Supervision (\$6.00 per night per person)	1,120.00 maximum

JUNIOR HIGH SCHOOL

Pep Club	300.00
Cheerleading	240.00
Newspaper	240.00
Class Play Directing	350.00
Band	450.00
Vocal Music	345.00
Girls' Athletic Association	300.00
Student Council (one (1) person per building)	150.00
Safety Patrol (one (1) person per building) four (4) elementary classes or less = 50.00; five (5) or more =	110.00
Athletic Event Supervision (\$6.00 per night per person)	360.00 maximum

ELEMENTARY SCHOOL

Safety Patrol (Seven (7) elementary schools)	300.00
Service Squad (girls) (seven (7) elementary schools)	150.00

DEPARTMENT OF INSTRUCTION

Orchestra	200.00
Elementary Band	200.00

SPECIAL SERVICES DEPARTMENT

Homebound Teacher	400.00
Coordinator of Regional Deaf and Hard of Hearing Program	400.00

GARDEN CITY PUBLIC SCHOOLS  
Garden City, Michigan

SCHEDULE C  
1971-72 Official School Calendar

<u>August</u>	16	Junior High Principals report
		Associate and Assistant Senior High Principals report
	23	Elementary and Assistant Junior High Principals report
<u>September</u>	2-3	Orientation Workshop for teachers new to Garden City
	6	Labor Day
	7	8:00 a.m. General Teacher's Meeting at East Senior High School
		10:15 a.m. Building Teacher's Meeting
	8	Teachers work in building
		<u>NOTE:</u> Kindergarten conferences begin - all day no other students in for instruction
	9	First full day of school for elementary - teachers in, students in.
		Orientation for Secondary Students
	10	First full day of school for secondary students
	9-17	Count attendance membership. Entry date registration is 9/9/71.
	21	GCEA Governing Board Meeting
<u>October</u>	1	Day for count of official membership - WCZ (Form A)
	19	GCEA Governing Board Meeting
<u>November</u>	12	Last day of the first marking period - A-47
	16	GCEA Governing Board Meeting
	25	Thanksgiving Day
	26	No School No-A
<u>December</u>	14	GCEA Governing Board Meeting
	17	K-12 Dismissal regular time
	20	Through December 31 - Christmas Vacation - No School - No-A
<u>January</u>	3	First day of school after Christmas Vacation
	18	GCEA Governing Board Meeting
	27	Last day of second marking period; last day of first semester. A-42
	28	No School - Pupil-Parent Teacher conferences and records. No-A
	31	First full day of school of second semester
<u>February</u>	15	GCEA Governing Board Meeting
<u>March</u>	21	GCEA Governing Board Meeting
	31	Good Friday - No School - No-A



SCHEDULE D

SCHOOL SCHEDULES

1. Elementary Schedule

8:20 - Teachers report  
8:50 - Classes begin  
11:30 - Noon dismissal  
12:35 - Teachers back in classrooms  
12:45 - Classes resume  
3:25 - School dismissed  
3:40 - Teachers may leave

2. Elementary Schedule - Junior High

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

3. Junior High Schedule

8:30 - Teachers report  
9:00- 9:55 - First period  
9:59-10:45 - 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

SCHEDULE D - continued

4. Senior High Schedule

West

7:45  
8:15- 9:15  
9:20-10:15  
10:20-11:15  
11:20-12:45  
12:50- 1:45  
~~1:50- 2:50~~  
3:05

East

7:30 - Teachers report  
8:00- 9:00 - First period  
9:05-10:00 - Second period  
10:05-11:00 - Third period  
11:05-12:30 - Fourth period  
12:35- 1:30 - Fifth period  
1:35- 2:35 - Sixth period  
2:50 - Teachers may leave



GARDEN CITY PUBLIC SCHOOLS  
Garden City, Michigan

SCHEDULE E  
INSURANCE

LIFE INSURANCE

Plan I - All teaching personnel	\$15,000.00
Accidental Death and Dismemberment	2,000.00

DEPENDENT LIFE INSURANCE

Schedule of Insurance

1. Children 14 days to 6 months	100.00
2. Children 6 months to 19 years (extended to 23 years if college student)	1,500.00
3. All spouses	1,500.00

DISABILITY INCOME

Seventy (70%) percent of salary (70% of 1/52 of annual salary per week) with benefits beginning on the 1st day for an accident and 8th day for a sickness for a period of 52 weeks.

HOSPITALIZATION AND MAJOR MEDICAL SCHEDULE OF INSURANCE

Hospital Room and Board	Semi-private for 365 days
Hospital Miscellaneous	Unlimited for 365 days including intensive care, anesthetist charges, and hospital charges for out patient surgery
Hospital Emergency First Aid	Unlimited
Surgical Schedule	\$400 (out-patient and in-patient same)
In-Hospital Medical	\$10 - 1st call, \$5 for next 364 days
Obstetrical Benefit (normal delivery)	\$200 for each child
Hospital Maternity	Same as sickness
Diagnostic X-Ray and Lab	Reasonable and customary
Supplemental Accident	\$300
Ambulance Benefit	\$25
Major Medical	
a) Maximum	\$15,000
b) Deductible	\$50
c) Co-Insurance	80-20
Psychiatric Care	1/2 to a limit of 1/2 of \$40.00, 52 visits

Persons on Board approved leave may be covered by the same insurance by paying the individual group rate.

\*Widow or widower may carry insurance at group rate until remarriage

DURATION OF AGREEMENT

This Agreement shall be effective as of the First day of July, 1971, and shall continue in effect for one (1) year, until the Thirtieth day of June, 1972. 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 \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chief Negotiator

By \_\_\_\_\_  
Negotiating Chairman