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1974-1976 CONTRACT AGREEMENT
BETWEEN
THE GARDEN CITY EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF
THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, MICHIGAN

*Garden City Public Schools
Box No. 218
Garden City, Mich. 48135*

1974-76 Contract Agreement Between the Garden
City Education Association and the Board of
Education of the School District of the City
of Garden City

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AGREEMENT FOR SETTLEMENT
THROUGH
BINDING LAST OFFER ARBITRATION

1. The parties agree on a two (2) year contract.
2. The contract will embody all items tentatively agreed upon to date, plus the following two (2) unresolved items to be determined by an arbitration panel as hereinafter provided:
 - A. Pupil/Teacher Ratio and/or Class Size
 - B. 1975-1976 Teacher Salary Schedule
3. The arbitration will be on a "package last offer" basis. This means that each side will submit to the arbitration panel, and to the other side, a proposal consisting of its best offer on all of the above two (2) items as a package. The arbitration panel will hear the evidence of both sides and will then choose one (1) package or the other. It may not "split the difference" between the packages nor may it consider any of the two (2) items separately. Its sole function and authority shall be to choose one (1) package or the other as a whole. The package which it chooses will become part of the contract and the contract will then be complete on that basis.
4. The arbitration panel shall be composed of one (1) American Arbitration Association Arbitrator selected by the Association, one (1) American Arbitration Arbitrator selected by the Board, and one (1) American Arbitration Association Arbitrator selected under the procedures of the American Arbitration Association. Selection process shall begin upon application by either party. The parties shall share equally in the costs of arbitration.
5. The teachers will return to duty on the next school day following signing of this agreement by both parties. Until the arbitration panel's decision is made, the terms and conditions of employment will be those of the current table agreements. The school calendar for 1974-1975 shall be that attached hereto. One hundred eighty-four (184) teacher work days shall be the denominator to determine proration of teacher salaries for the shortened 1974-1975 school year.

Board of Education of the
School District of the City
of Garden City, Michigan

Garden City Education Association

By: _____
Ronald Wyszynski, Chief Negotiator

By: _____
John Melchor, Chief Negotiator

Date: _____

Date: _____

NOTE: The Board and Association shall discontinue any pending civil action against the other party and shall not initiate any new civil action as a result of negotiations and/or strikes related to the above described agreement.

PREAMBLE

This Agreement entered into this first day of September, 1974, by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board", and the Garden City 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.

The following mutual covenants, are hereby agreed to by the Board and by the Association.

ARTICLE I

Recognition

- A. The Board of Education of the School District of the City of Garden City, Michigan, (herein called the Board) hereby recognizes the Garden City Education Association (herein called the Association) as the sole and exclusive bargaining representative, as defined in Section 11, of Act 379 of the Michigan Public Acts of 1965, for all teachers certificated and/or professional teaching personnel under annual contract, on layoff status, or on leave as provided in this Agreement, employed by the Board. Such representation shall include all personnel assigned to newly created teaching and/or professional positions unless the Board and Association shall agree in advance that such positions are principally supervisory and/or administrative. Such representation shall specifically exclude: superintendents, assistant superintendents, administrative assistants, directors, supervisors, business managers, principals, associate principals, assistant principals, attendance officers and any other person with major responsibility for supervision of professional and/or non-professional personnel.
- B. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit defined in "A" above. Any reference to male teachers shall include female teachers and any reference to female teachers shall include male teachers.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board agrees that every teacher included in the bargaining or negotiation unit defined in ARTICLE I has the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations with the Board.

As a duly elected body exercising governmental powers under the laws (or color of law) of the State of Michigan, the Board agrees that it will not, directly or indirectly, discourage, deprive, or coerce any teacher from enjoying any rights conferred by Act 379 of the Michigan Public Acts of 1965, other laws of the State of Michigan, or laws of the United States. The Board will not discriminate against any teacher with respect to hours, wages, or any other terms or conditions of employment by reason of: his membership in the Association, his participation in the Association's lawful activities, his participation in collective bargaining or negotiations with the Board, or his instituting a grievance(s), complaint or proceeding under this Agreement. Teacher rights regarding Board discrimination against a teacher for participation in statutorily protected activities are specifically protected in Section B of this ARTICLE.

- B. Nothing contained in this Agreement shall be construed to deny or restrict any teacher rights granted under the laws of the State of Michigan and/or the laws of the United States. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided by the laws of the State of Michigan and/or the laws of the United States and teachers may enforce such rights in courts of competent jurisdiction.
- C. The Association and its members shall have the right to use school building facilities for meetings concerning Association business, provided that such use does not conflict with prior scheduled activities and provided that no cost to the Board arises from such use or that such cost for such use shall be reimbursed

ARTICLE II - continued

to the Board by the Association. Bulletin board space shall be made available for use by the Association in each building's faculty workroom. Such space shall not exceed one-half ($\frac{1}{2}$) the available bulletin board space in each such workroom. The Association shall endeavor to keep such neat, orderly, and current.

- D. During working hours the Association will use individual teacher mailboxes as the sole means of distributing written materials to teachers in school buildings. All items so distributed will carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for all written materials it distributes. This allowance to so distribute written materials does not imply full or partial agreement by the Board as to content or validity of information contained in such written materials. All written materials distributed by the Association under the terms of this Agreement will be removed only by the teachers to whom the individual mailboxes have been assigned. All other materials distributed to/by teachers within school buildings shall be of a personal, non-commercial nature not related to hours, wages, or conditions of employment; or shall be directly related to instructional programs.
- E. No teacher shall be prevented from wearing insignia of membership in the Association either on or off school premises so long as such does not interfere with the normal conduct of scheduled instructional programs.
- F. The Association may have announcements read over the intercom system in each school building. The content of such announcements shall be limited to the date, time, place and group involved in Association meetings. Such announcements are to be made at times regularly scheduled for announcements within school buildings.
- G. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such does not interfere with or interrupt normal school operations or infringe upon any scheduled classroom activities.
- H. The Board agrees to furnish the Association, in response to request, all reasonably

ARTICLE II - continued

available information concerning the financial resources of the District, tentative budgetary requirements, allocations, and such other information as may assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of teachers, provided that such information has been presented to the Board and has been approved for release by the Board.

- I. Upon request, the Board shall inform the Association of any new or modified fiscal, budgetary, or tax programs; construction programs; or major revisions of educational policy which are proposed or under consideration so as to give the Association an opportunity to make recommendations concerning such.
- J. Teachers shall be entitled to full rights of citizenship and no religious or political activities (or lack of such activities) of any teacher, which do not interfere with or disrupt prescribed instructional programs or normal school operations and/or procedures, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher, which does not interfere with or disrupt prescribed instructional programs or normal school operations and/or procedures, is not within the appropriate concern or attention of the Board. Nothing in this Agreement is to be construed as in any way restricting the rights of the Board under the Michigan Teacher Tenure Act.
- K. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of the Association.
- L. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.

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 promptly to the Association together with an accounting by source. Such deductions will begin no later than the second regular pay after notification by the Association. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the teacher organization plus necessary and reasonable costs, including attorney's fees, incurred by the Board in connection therewith.
- B. 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 (30) 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. The salaries of teachers covered by this Agreement are set forth in SCHEDULE A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. The salary schedule is based on a school year from the first Tuesday following Labor Day through Friday of the second full week in June or as soon thereafter as State attendance requirements for students are met and covers scheduled work days only.
- 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 the number of work days scheduled will be used. Scheduled teacher work days are indicated in SCHEDULE E. Further, to determine the hourly rate for these same purposes, the daily rate will be divided by the number of normal teacher daily work hours (excluding lunch periods). Normal teacher daily work hours are indicated in SCHEDULE D.
- D. 1. A change of salary due to a higher level of educational attainment shall only be granted for semester hour credits earned from colleges of education as follows:
- a. Colleges or universities who are members of:

Middle States Association of Colleges and Secondary Schools
New England Association of Colleges and Secondary Schools
North Central Association of Colleges and Secondary Schools
Northwest Association of Secondary and Higher Schools
Southern Association of Colleges and Schools
Western Association of Schools and Colleges
 - b. Credits earned at other four (4) year institutions in Michigan if said credits are accepted for transfer by an accredited teacher training college or university and are so reflected on that school's official transcripts.
 - c. Credits from other four (4) year, out-of-state teacher education institutions not included in "a & b" above, shall be reviewed and considered by the Superintendent or his designee for acceptance or rejection.
 - d. Credit hours obtained by teachers at colleges and universities, other than

ARTICLE IV - continued

colleges of education covered by "a, b and c" above, may be approved for advancement on the salary schedule if such directly relate to the teaching area of the individual teacher involved and have been approved in writing by the Superintendent or his designee prior to enrollment.

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 beginning date of that respective semester. Official notification received after either of these indicated dates will not result in any change in salary status until the next following school semester, and shall not be retroactively considered.

3. Credit hours mean semester hours.

4. Each earned degree awarded which qualifies the staff member for salary compensation cuts off all previously earned credits. All such previously earned credits will be unapplicable for amassing credit hours for salary adjustments to be based on past degree hours of credit unless said credit hours are later accepted for use to fulfill requirements for an advanced degree.

E. Teachers required in the course of their work to drive personal automobiles shall be compensated at the rate of fifteen cents (15¢) per mile approved. This compensation shall be paid semi-annually.

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

Senior High - 8.00 per class period
Junior High - 7.00 per class period
Elementary - 4.00 per class period
(Art, Music, and P.E.)

G. Teachers involved in extra duty assignments, involving additional time beyond the maximum required work week, shall be compensated in accordance with the provisions of SCHEDULES B-1 and B-2 which are attached to and incorporated into this Agreement.

H. The Board shall provide such group insurance coverage as indicated in SCHEDULE C.

ARTICLE IV - continued

- I. Any teacher contracted to work in his regularly assigned position immediately prior to and/or immediately after the regular school year shall be compensated on a prorated basis in accordance with Section C of this ARTICLE for such period(s) of work, and shall be entitled to use accumulated fringe benefits during such period of work, and otherwise have all of the benefits of this Agreement during such period(s).
- J. Senior high teachers having a six (6) hour instructional schedule will be paid one-sixth (1/6) their regular salary for the additional hour.
- K. Junior high teachers having a seven (7) hour (period) instructional schedule will be paid one-seventh (1/7) their regular salary for the additional hour (period). Such shall not include emergency class substitution or voluntary lunchroom supervision in lieu of a planning period which will be paid in accordance with F above.

ARTICLE V

Teaching Loads and Assignments

- A. The normal weekly teaching load in the senior high will be 25 teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load in the junior high schools will be thirty (30) teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load for teachers assigned to elementary classrooms shall be twenty-six (26) hours and forty (40) minutes of instruction, less time provided for preparation and/or conferences described in Section H of this ARTICLE and Section E of ARTICLE VII, plus the time assigned for preparation described in Section J of ARTICLE VII and SCHEDULE D.
- B. Teachers shall not be assigned outside the scope of their teaching certificates on a regular basis.
- 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.
- D. In the determination of assignments, 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 as determined by the Board. A teacher may request that a statement of reasons for his assignment be given to him. In the event that a teacher objects to the assignment, the Association may, upon request of such teacher, send a representative to meet with the teacher and the Superintendent or his designee to discuss the assignment.

In the event that the assignment procedures indicated in this ARTICLE and/or ARTICLE VI are not followed, such will be subject to the Grievance Procedures indicated in ARTICLE XV.

ARTICLE V - continued

- E. Notice of assignment shall be given to teachers as soon as practicable, but not later than Wednesday following the second regular Board of Education meeting in May barring any unforeseen circumstances.
- F. On Fridays and on days preceding holidays and vacation, teachers may leave ten (10) 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 after the regular school day shall not be obligatory but shall be with the consent of the teacher, unless provided for elsewhere in this Agreement.
- 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. It shall be the practice of the parties to conduct negotiation sessions at times that do not conflict with the normal instructional day of the district to the degree possible. However, if by mutual agreement of the parties, a teacher shall 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 pay.
- J. An extra curricular position(s) which the Board plans to fill during the next school year and for which there is added compensation will be posted within the building for five (5) consecutive work days during the month of February, provided that:
1. The teacher(s) currently filling the position has indicated that he does not wish to continue in the position during the next school year, or
 2. The performance of the teacher(s) currently filling the position(s) is unsatisfactory, or

3. The position(s) is currently being filled by a person(s) not teaching in the district.

If such a position(s) is not filled from within the building, the position(s) will be posted on a system wide basis in the Voucher. Extra curricular positions which become vacant during the school year or during the summer will be posted before being filled in the Voucher. Such positions are recognized to require teacher time beyond the normal teacher work day.

- K. Teachers (other than those who meet the same students daily and for whom assigned preparation time has been scheduled) shall be provided with an amount of assigned preparation time adequate to perform their duties.
- 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. The administration shall schedule four (4) half days of released time during the seventh (7th) week of the first semester for all* elementary classroom teachers for the expressed purpose of holding parent-teacher conferences. The teachers and building principals shall cooperate in scheduling parents so as to minimize conflicts and maximize parent contact. If because of difficulties in scheduling a teacher is unable to hold a conference with every parent during said released time, the teacher will schedule conferences with remaining parents before or after school, or during such other time as is available during the seventh (7th) or eighth (8th) weeks. The administration shall also schedule one-half ($\frac{1}{2}$) day of released time during the seventh (7th) week of the second semester for all elementary teachers for the purpose of holding conferences with the parents of those children for whom the teacher and/or principal deems conferences necessary. A contact (phone or letter) will be made with those parents who are not scheduled for a conference during the second semester in order to inform those parents of their children's progress.

NOTE: *Kindergarten teachers may hold these conferences during released time provided for in Section L of this ARTICLE.

ARTICLE V - continued

N. Teacher interest in potential staff vacancies shall be indicated in the annual teacher staff placement form during the month of February. Current teacher vacancies will be announced in the staff newsletters for the months of April, May, June, July and August. Such announcements are not intended to cover interim vacancies already filled.

ARTICLE VI

Teacher Transfers

The Association and the Board recognize that proper teacher placement to attain the most effective total staffing possible is in the best interest of the District and its students.

Therefore, the following factors (not necessarily in the order listed) will be considered by the Administration in determination of teacher transfers (or non-transfers):

1. The requests for transfer by teachers.
2. Reactions to student population shifts.
3. Reactions to student subject demand shifts.
4. Need to create a suitable open position for a teacher entitled to return from leave.
5. Implementation of the provisions of ARTICLE XXIII.
6. Need to prevent disruption of established instructional programs.
7. Need to meet the staffing needs of new programs.
8. Need to meet emergency situations.
9. Need to attempt to capitalize on strengths arising out of the operation of ARTICLE XII.
10. Need to meet co-curricular needs.
11. Need to meet North Central Certification requirements.
12. Length of service of the teacher(s) to the district.

NOTE: (1) When a teacher(s) transfer(s) is made necessary by a reduction (or projected reduction) in the student enrollment at a building, the teacher(s) with the least length of service to the system who is teaching in that building shall be transferred to another assignment, provided that none of the other factors listed above is a relevant consideration. OR

(2) When a teacher(s) transfer(s) is made necessary by a reduction (or projected reduction) in the student enrollment at a specific grade level in a building, the teacher(s) with the least length of service to the system who is teaching at that specific grade level in that building shall be transferred to another assignment, provided that none of the other factors listed above is a relevant consideration. OR

ARTICLE VI - continued

- (3) When a teacher(s) transfer(s) is made necessary by a reduction (or projected reduction) in student demand for a specific subject(s) in a building, the teacher(s) with the least length of service to the system, who is teaching that specific subject(s) in that building shall be transferred to another assignment, provided that none of the other factors listed above is a relevant consideration.

ARTICLE VII

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 of students is recognized as an essential part of total teacher responsibility.

- A. (Language subject to results of AGREEMENT FOR SETTLEMENT THROUGH BINDING LAST OFFER ARBITRATION.)
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties further agree that efforts shall be continued to seek and use textbooks and supplementary reading and other teaching materials which contain the contribution of all racial, ethnic, and religious groups to the history, scientific and social development of the United States. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools and the Board will attempt to implement all joint recommendations made by its representatives and the Association.
- 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.
- E. 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, exclusive of passing time, with regular classrooms for grades one through six. The regular

ARTICLE VII - continued

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.

- F. 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 workroom in which smoking shall be permitted.
- G. Throughout the school system telephones shall be made available to teachers for school business and emergency personal use. Teachers must 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.
- H. 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. A separate activity accounting of these funds in each building will be maintained, and the net proceeds will be disbursed as determined by the total building teaching staff upon the authorization of the Association's building representative and the building principal.
- I. Adequate parking facilities shall be made available to teachers and these facilities shall be maintained reasonably free of snow, ice and debris.
- J. All teachers shall be entitled to a duty-free, uninterrupted lunch period of thirty (30) minutes. Elementary teachers shall have a thirty (30) minute lunch period and a thirty-five (35) minute period to be used for preparation during the noon period. Secondary teachers will have their lunch time structured within the fourth (4th) period. Teachers not regularly assigned to classrooms shall have thirty (30) minute duty-free lunch periods at times approved by their immediate supervisors.

ARTICLE VII - continued

- K. The assignment of a secondary teacher to lunchroom supervision in lieu of a class shall be voluntary.
- 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. A teacher may aid the administration by voluntarily participating in the taking of steps to alleviate hazardous or potentially hazardous conditions.
- M. Teachers shall not be required to correct tests administered as part of system-wide, standardized, intelligence or achievement or readiness programs.

ARTICLE VIII

Teaching Hours

- A. Teachers who are not classroom teachers shall not have a regular work day longer than that of classroom teachers. The regular work day for teachers is set forth in SCHEDULE D.
- B. Additional secondary classes may be scheduled immediately before or after the normal school day begins or ends. Teachers shall be assigned these classes on a voluntary basis only. Teachers affected by such assignments shall report one (1) hour earlier (for classes scheduled before the normal school day) than specified in SCHEDULE D or one (1) hour later (for classes scheduled after the normal school day) than specified in SCHEDULE D. Further, affected teachers shall end their day one (1) hour earlier (for classes scheduled before the normal school day) than specified in SCHEDULE D or one (1) hour later (for classes scheduled after the normal school day) than specified in SCHEDULE D.
- C. Teachers shall be obligated to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances or other situations which threaten the health or safety of students.
- D. The work hours for teachers assigned to classroom buildings shall be as set forth in SCHEDULE D except that schedules may be altered by the Board in order to accommodate special situations; however, in general, all time limits will be adhered to. Work hours for teachers not assigned to classroom buildings shall not be longer than for teachers assigned to classroom buildings.
- 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 regularly 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 IX

Teacher Discipline

- A. Whenever a teacher is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have an opportunity 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. Whenever a teacher has been formally disciplined in writing or informally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to discuss such in the company of his building representative with the administrator issuing the discipline. Such discussion may be immediate or take place at a specified time outside the class day, but within the school schedule to the extent possible.
- B. The administrator shall give the teacher an opportunity to receive verbal discipline or to discuss written discipline in a private setting. The administrator may require the presence of an Association representative and/or other administrators when issuing verbal discipline to a teacher or discussing written discipline with a teacher.
- C. Written discipline shall be initiated as soon as possible but within five (5) days of administrative knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline. Verbal discipline shall be initiated as soon as possible but within five (5) days of administrative knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline if the teacher is available to receive such discipline.
- D. Information forming the basis for discipline shall be made available to the teacher being disciplined who in turn may make such available to the Association.
- E. Any formal discipline or charge, written or verbal, leveled at a teacher for a violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice shall be subject to the Grievance Procedures set forth in ARTICLE XV.
- F. A teacher has the right to attach a rebuttal to any written discipline placed in his file.

ARTICLE X

Garden City Retirement and Death Benefits

A. Eligibility for Retirement Benefits

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

1. General Situation

Eligible to receive Michigan Public School Employees' Retirement benefits.

2. Special Situation

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

3. Health

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

4. Age

The teacher has reached sixty-five (65) years of age.

Limitation

Only one retirement benefit can be collected by a teacher.

B. Retirement Benefits

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

1. Thirteen (\$13) dollars per day for unused accumulated sick leave; or
2. Fifty (\$50) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.
3. A teacher shall receive an amount described in either 1. or 2., whichever is greater.

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

1. Eligibility

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

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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 - *rates subject to change
with group rate changes

*Single - 9.01 per month
*Family - 17.07 per month
*Family with dependents under
65 years of age - 33.80 per month

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 insurance carrier's office. A payment overdue for 30 days will automatically cancel out all benefits. Payments for the following month will be due in the insurance carrier's office no later than the 10th of each month. The first payment will be due no later than 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 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 teacher. A teacher must be under contract at the date of death for the beneficiary to realize this benefit.

ARTICLE XI

Administrative Vacancies

Recommendations to specific administrative 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 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.

ARTICLE XI - continued

- 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.
- 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. This Section is not to be interpreted as giving an administrator returning to teaching greater rights than a teacher on layoff status if he has less seniority as defined in ARTICLE XXIII, Section A, 1.

ARTICLE XII

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.

ARTICLE XII - continued

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 at least two (2) weeks before the end of the school year.
- H. All written evaluations must be signed by the evaluator. The teacher must sign and return the evaluation within five (5) 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 in writing and provide for a hearing upon request of the teacher.
- L. In the interest of securing optimal teacher performance, the evaluator, upon request by the teacher, will discuss his perceptions of the observation within ten (10) days of said request.

ARTICLE XIII

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 and/or surgical; and/or hospital care will be furnished by the Board per the Board's workmen's compensation insurance 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.
- E. Board Policy, 4.14, "Vandalism", shall cover personal property of teachers on school property as a direct or indirect result of their employment.

ARTICLE XIV

Negotiation Procedures

- A. Upon ratification of the Master Agreement, the Association shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Association except by written mutual consent and as provided in Section B of this ARTICLE.
- B. Within one hundred fifty (150) days, but not less than ninety (90) days prior to the expiration of this Agreement, and upon written notice by the Association, 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 Michigan Employment Relations Commission.
- E. All negotiation meetings will be held in a room(s) mutually agreed upon by the chief negotiators for the Board and Association.
- F. All negotiation meetings will be closed to all persons who are not duly appointed representatives or alternates under this ARTICLE. Each team, with as much notice as possible may bring in consultants for the purpose of aiding in the negotiation of specific proposals.

ARTICLE XIV - continued

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

ARTICLE XV

Grievance Procedures

A. Definitions

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

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the Parties. Both Parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of these procedures. Nothing contained herein shall be construed as limiting the right of any 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

ARTICLE XV - continued

particular grievance arises from that building. The teacher's(s') immediate supervisor shall be the administrative representative when the grievance does not involve teachers regularly assigned to a building.

3. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by 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 this Agreement allegedly violated, rationale as to why the facts constitute a violation and remedy sought.

1. Level One

- a. A teacher with a concern which he identifies as a grievance shall discuss it with his immediate supervisor or principal, individually or together with his Association representative, or with representatives of either party of interest present, within five (5) days of the occurrence.
- b. As soon as possible, but within three (3) days from notification of the grievance, the immediate supervisor or principal will render a verbal decision to all parties of interest.
- c. In the event the aggrieved person is not satisfied with the supervisor's or principal's verbal decision, he may file the grievance, in writing, within five (5) days of the supervisor's or principal's decision on the grievance with the Association's Professional Rights and Responsibilities Committee with a copy to the immediate supervisor or principal. The

ARTICLE XV - continued

grievance shall specify the facts giving rise to the grievance, the ARTICLE and section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought.

- d. Within three (3) days from receipt of the written grievance, the principal or immediate supervisor shall submit his written decision, with copies to all parties as noted above.

2. Level Two

- a. Within five (5) days of receipt of the supervisor's or principal's written decision, the Professional Rights and Responsibilities Committee shall determine whether or not a legitimate grievance exists. If the Professional Rights and Responsibilities Committee decides there is a legitimate grievance, it shall, within the same five (5) day period, process the written grievance to the Superintendent of Schools, or his designee, with copies to all parties of interest.
- b. As soon as possible, but within five (5) 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

- a. In the event the Professional Rights and Responsibilities Committee is not satisfied with the decision at Level Two-b it may refer, within ten (10) days of receipt of a Level Two-b decision, the grievance to the Board of Education for consideration at its next regularly scheduled meeting.
- b. The Board will render a decision at this regular meeting or at the next regular meeting following the meeting at which the grievance was received. A written copy of this decision shall be furnished to all parties of interest.

4. Level Four

In the event the grievance is not resolved to the satisfaction of the Professional Rights and Responsibilities Committee at Level Three-b, the grievance may be

ARTICLE XV - continued

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 accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.

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

A request to utilize the arbitration machinery shall be submitted to the Board and the American Arbitration Association within ten (10) days of the Level Three-b decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another 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. In such case, the Board will notify the Association and will provide the opportunity for duly authorized representatives to be present at such adjustment (if beyond Level One).

ARTICLE XV - continued

F. Miscellaneous

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

ARTICLE XV - continued

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.
10. Teacher rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.

ARTICLE XVI

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 (1-3/10) 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 in pay status for three-fourths (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 shall provide a certificate from his physician substantiating the medical disability and authorizing his return to work before returning to work. The Board may require earlier certification of medical disability at the Board's expense. Where a voluntary leave has not commenced, any medical disability resulting from pregnancy or related problems will be covered under this Section and in accordance with SCHEDULE C.
 - b. Emergency in the immediate family (to include illness, accident, or death only), 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, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, and sisters), and dependents living within the household.

ARTICLE XVI - continued

4. Teachers returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
5. Teachers shall experience no loss of leave days for line-of-duty accidents. While receiving the benefits of Workmen's Compensation, the Board will pay the teacher's regular salary for the first forty (40) school weeks and the teacher will endorse his Workmen's Compensation checks to the Board. Beginning with the 41st school week, the teacher will receive Workmen's Compensation checks directly.
6. Personal business days shall be granted, except as provided in "7" and "8" below, 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.
7. Emergency personal business leave (without 24-hour notice) may be granted at the discretion of the Superintendent or his designee.
8. Personal business days shall not be used for recreation and/or vacation purposes and shall not be used to extend a holiday or vacation period.

B. Child Care Leave

1. Any teacher who becomes pregnant while under contract and who desires to take a child care leave in connection with such pregnancy, shall notify in writing the Assistant Superintendent in charge of Personnel prior to the beginning of the fifth month of such pregnancy that such a leave is requested. The teacher must request that such requested leave begin on one of the following dates such that she would not begin her eighth (8th) month of pregnancy prior to such date:
 - a. Last day of first marking period
 - b. Wednesday before Thanksgiving Day
 - c. Last work day before Christmas vacation

ARTICLE XVI - continued

- d. Last day of first semester
- e. Thursday before Good Friday
- f. Last day of third marking period
- g. Last day of school year

In any case where the teacher will have begun her eighth (8th) month of pregnancy prior to a chosen date indicated above, the teacher shall not be granted the requested leave.

- 2. A child care leave shall be granted without pay for the balance of the school year or for the balance of the school year plus the first semester of the next school year as requested, but in no case shall such leave exceed one (1) calendar year.
- 3. This section shall apply to legal adoption of a preschool child or acquisition of a preschool child by marriage.
 - a. In such case, the child care leave will begin on the day after one of the dates listed in subsection "1" of this Section, consistent with the request of the teacher.
 - b. Return from such child care leave would occur at the beginning of a semester and within one (1) year from the date the leave began, consistent with the request of the teacher. In cases of adoption, the Board will extend such leave, up to one (1) year upon request and upon the demonstration of extenuating circumstances related to the adoption.

C. Military Leaves

- 1. Military leaves of absence without pay or fringe benefits shall be granted to any teacher who shall be drafted (or who enlists when being drafted is imminent) for military duty or called to active duty to any branch of the armed forces of the United States. Voluntary enlistment will be evaluated on individual merit of the case.

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

D. Public Office Leave

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

E. Peace Corps Leave

Leave of absence will be granted up to two (2) school years, without pay or fringe benefits to any 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 increments on the salary schedule set forth in this Agreement. The Board may, upon written request, grant renewal of this leave.

F. Association Leaves

1. The Board shall grant, upon the request of the President of the Association, leave without loss of pay or leave days for teachers to attend meetings of the Association or organizations with which it may be affiliated. These days shall not exceed a number equal to more than six (6) percent of the teachers.

ARTICLE XVI - continued

2. The President of the Garden City Education Association shall be released from school duties for two (2) hours each day without loss of pay for the purpose of being available to the administration for consultation on matters of mutual concern.

G. State and National Officer Leaves

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

H. Legal Processes

1. A 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. The teacher will continue on regular payroll and forward payment received for jury duty to the Board.
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 except as provided in "3" below.
3. A teacher shall be granted up to three (3) non-cumulative leave days during a school year to make officially required appearances before governmental agencies, provided that the Board may intervene to attempt to schedule such appearances so as to not to interfere with or disrupt the teacher's instructional schedule, and provided that the Board may grant additional such leave days under extenuating circumstances.

I. Sabbatical Leave

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

ARTICLE XVI - continued

having served the system seven (7) or more consecutive years, must have returned to work and must have served at least a semester after having returned to work before being eligible to apply for a Sabbatical Leave.

2. A Sabbatical Leave may be granted for one or more of the following activities if such is directly related to the professional improvement of the teacher as evaluated by the Board.
 - a. Formal study at an accredited college or university
 - b. Research work under the guidance of competent research personnel
 - c. Travel, either domestic or foreign
 - d. Advanced study for a speciality program
3. No more than eight (8) semesters of Sabbatical Leave shall be granted during any one year.
4. Sabbatical Leaves for teachers employed by the Garden City Board of Education shall be granted in the following manner:
 - a. The study, research, or travel plans for the year or semester, together with the application, must be submitted to the Assistant Superintendent for review. Criteria for the selection of the teacher(s) to be recommended to the Board of Education shall incorporate the following:
 - I. Date of filing the letter of application
 - II. Purpose of the leave
 - III. Seniority of professional service in the school system
 - IV. Professional growth of the staff member
 - V. Objectivity - potential benefit to the school system
 - VI. Demonstrated dedicated service to the school system
 - b. The deadlines for filing applications are:
 - I. The last school day in November for leaves to be granted for the second semester of that school year
 - II. Last school day in May for the following fall semester or school year

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- c. After due consideration of all the letters of application, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board of Education will be furnished the 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.
5. 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. 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.
6. On the part of the recipients, the granting of Sabbatical Leave carries an obligation to return to the system and to teach for a period of time at least double the length of the period for which the Sabbatical Leave was granted. As a condition to receiving final approval for a Sabbatical Leave, a 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).
 - c. The obligations indicated in this subsection may be postponed for up to

ARTICLE XVI - continued

one (1) year as a result of a certified temporary medical disability of the teacher.

- d. The obligations indicated in this subsection will be cancelled as a result of a medical retirement of the teacher based on total and permanent disability.
7. To further protect the Board against loss by reason of failure to return, the teacher shall execute a non-interest bearing promissory 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 ($\frac{1}{2}$) of the note is forgiven but one-half ($\frac{1}{2}$) 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

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to teach a second successive year after the completion of the Sabbatical Leave, then half of the face amount is forgiven but one-half ($\frac{1}{2}$) is then due the first day of the next semester when the school system's teachers report for duty.

- c. The due date of the promissory note indicated in this subsection may be postponed for up to one (1) year as a result of certified temporary medical disability of the teacher.
- d. The promissory note indicated in this subsection will be cancelled as a result of a medical retirement of the teacher based on total and permanent disability.

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

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

J. The Board may grant a voluntary leave of absence, upon request, to a teacher, without pay or fringe benefits, for a purpose(s) not enumerated in this Agreement. Such a leave may not exceed one (1) year.

K. Return from Leave

1. A teacher returning from a Public Office Leave, Peace Corps Leave, Association Leave, State and National Officer Leave or Sabbatical Leave shall be assigned to the same position or a substantially equivalent position.

2. Upon return of a teacher from any other leave provided for in this ARTICLE, the teacher will be placed in a position for which he is certified and qualified.

ARTICLE XVI - continued

L. Contractual Termination of Teacher Services

A teacher granted a leave under this contract may be terminated from employment if he does any one of the following:

1. Takes another contract for professional services or other full-time employment, unless specifically approved by the Board when granting the leave.
2. Fails to utilize a leave granted for the purpose as originally requested, and for which it was granted.
3. Fails to accept the specific assignment offered and for which the returning teacher is fully certificated to perform.
4. Fails to make satisfactory arrangements to return any wage overpayments to the Board within thirty (30) days from notification of the overpayment.
5. Acquires a medically substantiated incapacitation, which appears to be permanent, mental or physical, preventing resumption of contractual services on the date of the termination of such leave, as provided in the Michigan Teacher Tenure Act.

ARTICLE XVII

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 the first Tuesday following Labor Day for contract purposes.
 2. That the school year not exceed the 18th day of June in any year if all state attendance requirements for students are met by that date.
 3. That the Christmas recess will be observed beginning no later than the 23rd day of December and ending no earlier than the 1st day of January and all days within this period will not be scheduled as teacher work days.
 4. That spring recess begin at the end of the regular school day on Thursday preceding Good Friday and continue through the week following Good Friday and all days within this period will not be scheduled as teacher work days.
 5. That the following days will not be scheduled as teacher work days:
 - (a) Thanksgiving Day
 - (b) The Friday following Thanksgiving Day
 - (c) Memorial Day
 - (d) Independence Day
- B. The Official School Calendar(s) is/are set forth in SCHEDULE E.

ARTICLE XVIII

Curriculum Advisory Council

A Curriculum Advisory Council shall be established to serve as a coordinating and planning group for curriculum concerns. This Council 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 teacher from Special Services, a teacher from 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 Assistant Superintendent for Curriculum. All teachers of the Council shall be appointed by mutual agreement of the Association and the Assistant Superintendent for Curriculum, except that one (1) teacher member shall be designated by the President of the Association.

- A. This Council shall meet no less frequently than once a month, and the Council members will be provided with released time for such meetings.
- B. The Council will have a direct responsibility for planning for staff involvement in curriculum study.
- C. Released time for staff involvement in curriculum study and/or in-service may be provided upon recommendation of the Curriculum Advisory Council with the approval of the Assistant Superintendent for Curriculum.
- D. A curriculum study committee composed of four (4) representatives of the Association and three (3) representatives of the Board shall be established to conduct an in-depth study of the instructional schedule at the junior high level. The committee will produce a finished report to the Curriculum Advisory Council no later than June 1, 1975 with copies to the Association and Board.

ARTICLE XIX

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. An adequately planned program.
 2. Assignment of the most qualified teachers.
 3. Adequate teaching materials suitable for the program offered.
 4. 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 to the degree that such volunteers are available. All Garden City teachers desiring any position shall have an equal opportunity for placement.
- 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 tentative Summer School assignments shall be made by the Summer School Director by May 15 and finalized as enrollments are confirmed.
- 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 projects 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. Summer School teachers shall receive \$7.50 per hour of instructional time retro-active to September 27, 1974. However, beginning September 1, 1975, Summer School teachers shall receive \$8.00 per hour of instructional time.

ARTICLE XIX - continued

- F. Summer School teachers shall be entitled to use up to two (2) days of accumulated leave days for illness on a prorated basis.
- G. No teacher shall be denied a summer teaching position for refusal to make a commitment exceeding eight (8) weeks.
- H. Independence Day (July 4) shall be a paid holiday for teachers regularly teaching in the summer program. A teacher must be paid for the work day immediately preceding and the work day immediately subsequent to be eligible for such holiday pay.
- I. Summer School teachers shall not be required to work in excess of a five (5) day week.

ARTICLE XX

Special Teaching Assignments

- A. Assignments for Adult Education Programs, Community School Programs, and after school Driver Education Programs 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(s) shall be voluntary.
- D. Any tenure teacher may volunteer to supervise a student teacher. A list of those volunteering will be kept current.
- E. The Board shall disclose the amounts of monies received from colleges and universities for placing student teachers. These monies shall be remitted directly to the respective supervising teachers.

ARTICLE XXI

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 selected professional conferences. Appropriate expenses incurred in attendance and sufficient leave time without loss of compensation shall be granted to the teacher by the Board.

ARTICLE XXII

Maintenance of Standards

- A. 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.
- B. In order to provide the children of the School District with broader perspectives and to encourage awareness and appreciation of the contributions of varied cultures, races, ethnic and religious groups, etc. to the American society, the Board shall continue to make every effort when filling vacancies to hire competent personnel with various cultural, racial, ethnic, and religious background.
- C. In order to effectuate smooth functioning of the student teaching program in the Garden City Public Schools, the Board will continue to provide one (1) copy of the "Student Teaching Procedures" to each teacher engaged in the supervision of student teachers. The Board will also, upon request, provide copies of said procedures to teachers who may be interested in applying for student teacher supervision.
- D. The use of a student teacher as a substitute teacher in a classroom, other than the critic teacher's classroom, shall require the approval of the critic teacher.

ARTICLE XXIII

Seniority

- A. 1. Seniority shall be defined as the length of service to the district beginning with the date of hire by formal action of the Board.

When a seniority question arises with respect to more than one individual teacher beginning employment on the same date, all individuals so affected will have an opportunity to participate in a drawing to determine seniority position with respect to the question. The Association and the teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives an opportunity to be in attendance.

A teacher shall lose his seniority if he resigns, retires, or is discharged by the Board.

2. An updated district-wide seniority list, including name, seniority date and areas of certification shall be established by the Board at least annually.

Five copies of such list shall be supplied to the Association.

- 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: (The Board will endeavor to give the Association at least fifteen (15) days notice prior to implementation of said reduction.)

1. Teachers on ninety (90) day or temporary certificates including interns 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 layoff any teacher, who because of specialized certification, cannot be replaced in established programs.

ARTICLE XXIII - continued

3. If a further reduction is necessary, tenure teachers will be laid off on a last in first out seniority basis, except that the Board may pass over for layoff any teachers, who because of specialized certification, cannot be replaced in established programs.
- C. Any teacher transfer that is a direct or indirect result of layoff 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.
- F. Teachers shall be called back from layoff on a last-out, first-back basis if such call-back occurs prior to the opening of the school year. Teachers shall be called back from layoff on a last-out, first-back basis as positions become vacant in their area of certification during the school year such that no disruptions of existing established teacher assignments are necessary.
- G. This layoff procedure is not to be interpreted to give probationary teachers greater rights than tenure teachers.

ARTICLE XXIV

Mandatory Teacher Retirement

A teacher shall be retired by the Board at the end of the school year in which the teacher attains sixty-five (65) years of age or at the time the teacher attains sixty-five (65) years of age if such time occurs prior to the first day of the next school year.

ARTICLE XXV

Miscellaneous Provisions

A. 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 or department to which he is assigned. The Personnel Office of the Board of Education will arrange for a substitute where appropriate. The Board will provide an electronic answering service which will enable a teacher to call in absence information between the hours of 3:30 p.m. and 7:00 a.m. in lieu of the calls indicated above.

The Board will provide forms to teachers for absentee follow-up records.

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 inconsistent with this contract. This provision does not preclude the rights of the Association under ARTICLE I, Section A - Recognition. Copies of Board Policy Manuals shall be placed in all building manuals.

C. If any provision of this Agreement or its application shall be found to be contrary to law, such provision or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.

D. Members of the Association, the bargaining unit, and the officers thereof individually and collectively share with the administration and Board the mutual responsibility of the total enforcement of this Agreement.

E. The Board has the responsibility to provide the highest quality education program

ARTICLE XXV - continued

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 not more frequently than weekly as required by the immediate supervisor.

- F. 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.
- G. This Agreement shall constitute the full and complete commitment between both parties.
- H. 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.
- I. Should a third party challenge the validity of any of the provisions of this contract by filing a grievance or a suit at law, both the Association and the Board will actively defend against such suit(s) and share equally any cost of such defense.
- J. All agreements relative to rates of compensation for services performed shall be paid retroactively to September 1, 1974.

GARDEN CITY PUBLIC SCHOOLS
Garden City, Michigan
SCHEDULE A
TEACHER SALARY SCHEDULE
1974-1975

Years of Exp.	B.A. 4.0	B.A. + 15 Hours 4.5	M.A. 5.0	M.A. + 15 Hours 5.5	M.A. + 30 Hours 6.0	ED. SPEC. 6.5	Ph.D. Ed.D. 7.0							
0	1.00	9,540	1.07	10,208	1.15	10,971	1.22	11,639	1.29	12,307	1.36	12,974	1.43	13,642
1	1.08	10,303	1.15	10,971	1.23	11,734	1.30	12,402	1.37	13,070	1.44	13,738	1.51	14,405
2	1.13	10,780	1.20	11,448	1.28	12,211	1.35	12,879	1.42	13,547	1.49	14,215	1.56	14,882
3	1.18	11,257	1.25	11,925	1.34	12,784	1.41	13,451	1.49	14,215	1.56	14,882	1.63	15,550
4	1.23	11,734	1.30	12,402	1.40	13,356	1.47	14,024	1.56	14,882	1.63	15,550	1.70	16,218
5	1.29	12,307	1.36	12,974	1.46	13,928	1.54	14,692	1.63	15,550	1.70	16,218	1.77	16,886
6	1.35	12,879	1.42	13,547	1.53	14,596	1.61	15,359	1.70	16,218	1.77	16,886	1.84	17,554
7	1.42	13,547	1.49	14,215	1.60	15,264	1.68	16,027	1.77	16,886	1.84	17,554	1.91	18,221
8	1.49	14,215	1.56	14,882	1.67	15,932	1.75	16,695	1.84	17,554	1.91	18,221	1.98	18,889
9	1.56	14,882	1.63	15,550	1.74	16,600	1.82	17,363	1.91	18,221	1.98	18,889	2.05	19,557
10	1.6679	15,912	1.7464	16,661	1.82	17,363	1.89	18,031	1.98	18,889	2.05	19,557	2.12	20,225
11					1.9917	19,001	2.0212	19,282	2.0996	20,030	2.1683	20,686	2.2370	21,341

- Notes:
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 1974-75. 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 through 1973-74 shall continue to receive such credit prorated to the portion of the day in which they are involved in such programs.
 5. All salaries on individual contracts will be balanced in accordance with past practice.
 6. A teacher in pay status for two-thirds (2/3) of the scheduled working days of a semester will receive one-half (1/2) a year of experience credit on the salary schedule for that semester.

SCHEDULE B-1

1974-1976 ANNUAL COACHES' PAY SCHEDULE

HIGH SCHOOL

Athletic Director (*Coaching Base)	\$1,500.00*
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.

Coaches occupying similar positions with respect to girls' athletics, shall be paid amounts in a fair and equitable relationship to the above as determined by the Board. To aid the Board in making its determinations, secondary athletic directors and principals shall make recommendations concerning such, as girls' athletic programs develop.

SCHEDULE B-2

1974-1976 ANNUAL SPECIAL PAY SCHEDULE

HIGH SCHOOL

Cheerleading	\$412.50
Girls Athletic Association	440.00
Newspaper	440.00
Annual	440.00
Debate	275.00
Forensics	275.00
Band	698.50
Vocal Music	583.00
Art	319.00
Theater Arts (total per school for teachers and events)	825.00
Stage Lighting	440.00
Pep Club	440.00
Senior Class Sponsor (per person, maximum of three (3) persons)	330.00
Junior Class Sponsor (per person, maximum of two (2) persons)	132.00
Sophomore Class Sponsor (per person, maximum of two (2) persons)	132.00
Student Council (one (1) teacher per building)	302.50
Athletic Event Supervision (\$6.60 per night per person)	1,232.00 (maximum)
Intramural Athletics Director (\$192.50 per season to maximum of)	577.50
Varsity Club Sponsor	440.00

JUNIOR HIGH SCHOOL

Pep Club	330.00
Cheerleading	264.00
Newspaper	264.00
Class Play Directing	385.00
Band	495.00
Vocal Music	379.50
Girls Athletic Association	330.00
Student Council (one (1) person per building)	165.00
Safety Patrol (one (1) person per building)	
four (4) elementary classes or less = \$55.00;	
five (5) or more =	121.00
Athletic Event Supervision (\$6.60 per night per person)	396.00 (maximum)

ELEMENTARY SCHOOL

Safety Patrol (Seven (7) elementary schools)	330.00
Service Squad (girls) (one (1) teacher per each of seven (7) elementary schools)	220.00

DEPARTMENT OF INSTRUCTION

Orchestra	220.00
Elementary Band	220.00

SPECIAL SERVICES

Homebound Teacher	440.00
Coordinator of Regional Deaf and Hard of Hearing Program	440.00

SCHEDULE C

INSURANCE

<u>Teacher Life Insurance Coverage</u>	To <u>Dec. 15, 1974</u>	Dec. 16, 1974 to <u>Aug. 31, 1975</u>	Beginning <u>Sep. 1, 1975</u>
Life of Teacher	\$15,000	\$17,500	\$20,000
Accidental Death and Dismemberment	\$15,000	\$17,500	\$20,000

Dependent Life Insurance Coverage

Lives of dependent children - 14 days to 19 years old (extended to 23 years if full- time college student)	\$2,000 each child	\$2,000 each child	\$2,000 each child
Life of Spouse	\$2,000	\$2,000	\$2,000

Above Life Insurance Coverage carrier to be determined by low bid process.

Hospitalization and Major Medical Insurance Coverage for Teachers and Dependents
(1974-1975)

<u>Benefit</u>	<u>Minimum Coverage</u>
Hospital room and board charges	Full coverage up to semi-private for up to 365 days
Miscellaneous hospital charges	Full coverage with no limit for up to 365 days - including intensive care, anesthetist charges, and hospital charges for out-patient surgery
In-hospital doctor visits	Up to \$16 for first call Up to \$8 per day for up to 364 days
Major Medical Coverage	\$100,000 maximum \$50 deductible 80% - 20% co-insurance
Hospital emergency first aid for accidental injury	Full coverage with no limit
Supplemental accident coverage	Up to \$300
Hospital maternity benefits	Same coverage as for sickness
Obstetrical benefits (each child)	Up to \$350 for normal delivery - Up to \$500 for Caesarean Section or Ectopic Pregnancy - Up to \$200 for Miscarriage
Surgical schedule	\$1,650 Maximum 8.25 Unit Value Schedule (Out-patient and in-patient same)

SCHEDULE C - continued

Diagnostic, x-ray and laboratory charges including maternity	Reasonable and customary charges are fully covered
Psychiatric care	½ of charges to a limit of ½ of \$40.00 per visit, up to 52 visits
Ambulance benefit	Reasonable and customary charges are fully covered
Convalescent Care	Up to ½ charge for semi-private of sending hospital (minimum of 3 day hospital stay) up to 365 days. Confinement must begin within 14 days of end of hospital stay.

Hospitalization and Major Medical Insurance Coverage for Teachers and Dependents (1975-1976)

Blue Cross M-V-F II with Master Medical Option IV or MESSA Super Med II or a low bid carrier offering benefits at least equal to Blue Cross M-V-F II with Master Medical Option IV Program or MESSA Super Med II Program. Carrier to be selected by the Board on a bid basis. An insurance consultant, mutually selected by the Board and the Association, shall review the bids and make recommendations to the Board prior to the awarding of the bid.

Teacher Long Term Disability Insurance Coverage (1974-1976) (Including medical disability resulting from pregnancy under ARTICLE XVI, Section A, 1, a)

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

Benefit: First contract year - 70% of per diem rate of pay¹ not to exceed a maximum of \$1,500 per month
Thereafter - 70% of monthly salary² not to exceed a maximum of \$1,500 per month

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

Type of Coverage: 24 hour

Integration with other income benefits: (1) Workmen's Compensation
(2) Michigan Public School Employees' Retirement Fund
(3) Social Security - Family
(4) Any employer-sponsored disability or retirement plan

¹Per diem rate of pay - annual contract salary divided by 185

²Monthly salary - annual contractual salary divided by 12

Above Long Term Disability Insurance Coverage Carrier to be determined by low bid process.

SCHEDULE C - continued

Dental Insurance Coverage for Teachers and Dependents (1975-1976)

Effective September 1, 1975, the Board shall establish a best possible group dental insurance plan for teachers and their dependents.* The monthly premiums for such a plan shall come as close to but shall not exceed a cost to the Board of ten dollars and forty-one cents (\$10.41) per teacher.

*Such plan shall be a percentage payment non-deductible plan.

Notes:

1. Teachers on approved leave may continue to carry the same coverage by paying the group rates. Payments to begin within 30 days after beginning of leave.
2. Teachers working full contractual year will be covered through August 31 of that year even if employment is terminated prior to that date.
3. Widow or widower of teacher may carry dependent life, hospitalization, and major medical coverage at group rates until remarriage.
4. The Board will pay premiums for the insurance coverage indicated in this SCHEDULE from September 1, 1974, including payment for the period during 1974-1975 during which the teachers were engaged in strikes.

SCHEDULE D

SCHOOL SCHEDULES

1. Elementary Schedule

- 8:20 - Teachers' normal reporting time
- 8:40 - Teachers in classroom
- 8:50 - Classes begin
- 11:30 - Noon dismissal
- 11:30 - 12:00 - Lunch
- 12:00 - Teacher assigned instructional preparation begins
- 12:35 - Teachers back in classrooms
- 12:45 - Classes resume
- 3:25 - Students dismissed
- 3:40 - Teachers' normal leave time

2. Junior High Schedule

- 8:30 - Teachers' normal reporting time
 - 8:50 - Teachers in classrooms
 - 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' normal leave time
- (Each teacher scheduled for 30 minute lunch within fourth period)

SCHEDULE D - continued

3. Senior High Schedule

<u>West</u>	<u>East</u>
7:45	7:30 - Teachers' normal reporting time
8:05	7:50 - Teachers in classrooms
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
3:05	2:50 - Teachers' normal leave time

(Each teacher scheduled for
a 30 minute lunch within
fourth period)

It is recognized that the above schedules represent minimums and that teachers will continue to devote whatever time is needed to provide children of the District with the highest quality professional service which their training, talents, and capabilities will permit.

SCHEDULE E
 GARDEN CITY PUBLIC SCHOOLS
 Garden City, Michigan
1974-75 Official School Calendar*

<u>July</u>	1	Fiscal year begins
<u>August</u>	12	Junior high principals report, associate and assistant senior high principals report
	19	Elementary principals and assistant junior high principals report
<u>September</u>	2	Labor Day - No school - No-A
	3-26	No school - No-A
	27	Teachers report at 9:00 a.m. Teacher meetings, preparation and in-service - No-A
	30	First full day of school for elementary students. Orientation for secondary students.
<u>October</u>	1	First full day of school for secondary students
<u>9/30 thru</u>	10/4	Count attendance membership. Entry date registration 9/30/74
<u>November</u>	26	For purposes of determining totals only, not considered scheduled teacher work day or attendance day
	27	Last day of the first marking period - A-42
	28	Thanksgiving Day - No school - No-A
	29	Friday immediately following Thanksgiving Day - No school - No-A
<u>December</u>	20	K-12 dismissal regular time
	23	Through January 1 - Winter recess - No school - No-A
<u>January</u>	2	First day of school after Winter recess
	4	Teacher In-service Day (Saturday)
<u>February</u>	14	Last day of second marking period; last day of first semester - A-47
	15	No school for students - Pupil-Parent-Teacher conferences, teachers work on reports and records (Saturday)
	17	First full day of school of second semester
<u>March</u>	27	K-12 dismissal regular time
	28	Through April 1 - Spring recess - No school - No-A
<u>April</u>	2	First day of school after Spring recess
	18	Last day of third marking period - A-42
	19	Teacher In-service Day (Saturday)
<u>May</u>	26	Memorial Day - No school - No-A
<u>June</u>	26	Half day for all students
	27	Half day for all students. Last day of fourth marking period. Last day of school for students - A-49

Totals for year: Attendance	180	Marking Periods	A
		1	42
SCHEDULED TEACHER WORK DAYS	184	2	47
		3	42
		4	49
			<u>180</u>

*The Board agrees to adopt this calendar as the 1974-75 Official School Calendar, replacing the 1974-75 Official School Calendar, adopted by the Board at its regular meeting of August 12, 1974, in accordance with ARTICLE XVII of the 1973-74 Agreement and Board Policy 4.2, upon ratification of this Agreement by both parties.

NOTE: Official Membership Count Day to be added in accordance with applicable law.

SCHEDULE EE

GARDEN CITY PUBLIC SCHOOLS
 Garden City, Michigan
1975-76 Official School Calendar*

- July 1 Fiscal year begins
- August 11 Junior high principals report, associate and assistant senior high principals report
 18 Elementary principals and assistant junior high principals report
- September 1 Labor Day - No school - No-A
 2 Teachers report at 9:00 a.m. Teacher meetings, preparation and in-service - No-A
 3 Teachers work in buildings. Meetings and in-service. NOTE: Kindergarten conferences begin (all day) no students in for instruction- No-A
 4 First full day of school for elementary students - Orientation for all secondary students
 5 First full day of school for secondary students
 4-12 Count attendance membership. Entry date registration is 9-4-74.
 26 Official Membership Count Day
- November 7 Last day of the first marking period - A-47
 27 Thanksgiving Day - No school - No-A
 28 Friday immediately following Thanksgiving Day - No-A
- December 19 K-12 dismissal regular time
 22 Through January 2 - Winter Vacation - No school - No-A
- January 5 First day of school after Winter Vacation
 22 Last day of second marking period; last day of first semester - A-42
 23 No school - Pupil-Parent-Teacher conferences and records - No-A
 26 First full day of school of second semester
- March 26 Last day of third marking period - A-45
- April 15 K-12 dismissal at regular time
 16 Through April 23 - No school - Spring Vacation - No-A
 26 First day of school after Spring Vacation
- May 31 Memorial Day - No school - No-A
- June 9 Half day for all students
 10 Half day for all students. Last day of fourth marking period. Last day of school for students - A-47
 11 No school for students. Teachers work on records and reports - No-A

Total for year: Attendance	181	<u>Marking Periods</u>	A
		1	47
SCHEDULED TEACHER WORK DAYS	185	2	42
		3	45
		4	47
			<u>181</u>

*The Board agrees to adopt this calendar as the 1975-76 Official School Calendar, in accordance with ARTICLE XVII of this Agreement and Board policy 4.2, upon ratification of this Agreement by both parties.

PROBATIONARY CONTRACT

THIS CONTRACT, entered into this _____ day of _____ A.D. 197 , by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____, (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____, as a Teacher for the school year 1974-75, consisting of ten (10) months, beginning September 3, 1974, and ending June 27, 1975, and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.

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

3. The District agrees to pay the Teacher a salary in the amount of _____ (\$ _____) Dollars for the term of this contract commencing on the eleventh day of October, 1974, in twenty-one (21) installments, ()* twenty-six (26) installments, ()* and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.

4. The Teacher represents that by the third day of September, 1974, he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcript, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.

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

6. This contract is subordinate to the master agreement effective September 1, 1974.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 197 .

Teacher

Assistant Superintendent

* Number of installments to be reduced to accommodate shortened 1974-75 school year. Last pay on 21-pay plan will be last day of school. Last pay on 26-pay plan will be August 22, 1975.

REGULAR TENURE CONTRACT

THIS CONTRACT, entered into this _____ day of _____
 A.D. 197 , by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY
 OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT),
 and _____, (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____,
 as a Teacher for the school year 1974-75, consisting of ten (10) months, beginning
 September 3, 1974, and ending June 27, 1975, and the Teacher agrees to serve the
 District as a teacher for the same period and to perform the duties required of him/
 her by law and to obey and fulfill the rules and regulations as established by the
 Board of Education of the District and to carry out its educational program and
 policies during the entire term of this contract.

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

3. The District agrees to pay the Teacher a salary in the amount of
 _____ (\$ _____) Dollars
 for the term of this contract, commencing on the eleventh day of October, 1974, in
 twenty-one (21) installments, () *
 twenty-six (26) installments, () *
 and to afford the Teacher the same emergency and sick leave of absence granted to
 teachers under the policies established from time to time by the Board of Education
 of the District.

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

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

6. This contract is subordinate to the master agreement effective
 September 1, 1974.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
 seals this _____ day of _____, 197 .

 Teacher

 Assistant Superintendent

* Number of installments to be reduced to accommodate shortened 1974-75 school year.
 Last pay on 21-pay plan will be last day of school. Last pay on 26-pay plan will
 be August 22, 1975.

SPECIAL CERTIFICATED TEACHER'S CONTRACT
(Provisional Certificate)

THIS CONTRACT, entered into this _____ day of _____
A.D. 197 , by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY
OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT),
and _____, (hereinafter termed the TEACHER).

WITNESSETH:

1. The District agrees to hire the said _____,
as a Teacher for the school year 1974-75, consisting of ten (10) months, beginning
September 3, 1974, and ending June 27, 1975, and the Teacher agrees to serve the
District as a Teacher for the same period and to perform the duties required of
him/her by law and to obey and fulfill the rules and regulations as established by
the Board of Education of the District and to carry out its educational program and
policies during the entire term of this contract.

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

3. The District agrees to pay the Teacher a salary in the amount of
_____ (\$ _____) Dollars
for the term of this contract, commencing on the eleventh day of October, 1974, in
twenty-one (21) installments () *
twenty-six (26) installments () *
and to afford the Teacher the same emergency and sick leave of absence granted to
teachers under the policies established from time to time by the Board of Education
of the District.

4. The Teacher represents that by the third day of September, 1974,
he/she shall have qualified for the degree for which he/she is being paid according
to the salary schedule, which shall be substantiated by proper accrediting transcript,
and in the event said Teacher shall not have qualified for the degree herein specified,
this contract shall be null and void; notwithstanding that if such degree is attained
that certification must also be received before the date above written. The Teacher
does hereby agree to obtain a renewal of certification from the State Board of
Education on or before the third day of September, 1974, and also that the said
certificate shall be duly filed with the District on or before the third day of
September, 1974. Otherwise this contract shall be null and void and of no force and
effect.

5. This contract is subordinate to the master agreement effective
September 1, 1974.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
seals this _____ day of _____, 197 .

Teacher Assistant Superintendent

* Number of installments to be reduced to accommodate shortened 1974-75 school year.
Last pay on 21-pay plan will be last day of school. Last pay on 26-pay plan will
be August 22, 1975.

DURATION OF AGREEMENT

This Agreement shall be effective as of the First day of September, 1974 and shall continue in effect for two (2) years, until the Thirty-first day of August, 1976. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

Board of Education
School District of the City
of Garden City, Wayne County,
Michigan

Garden City Education Association

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chief Negotiator

By _____
Chief Negotiator