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8/31/99

**1995 - 1999 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

Michigan State University
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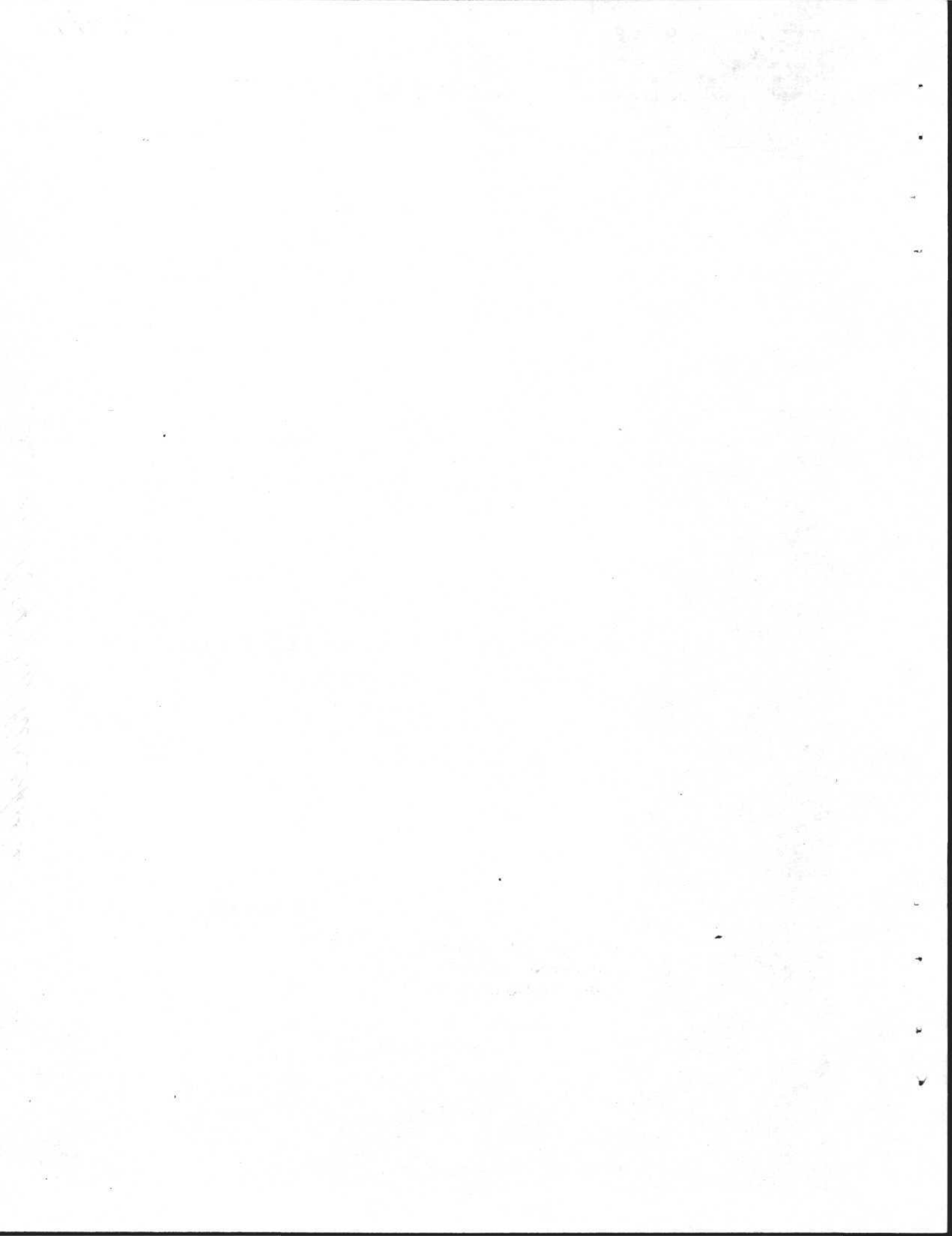


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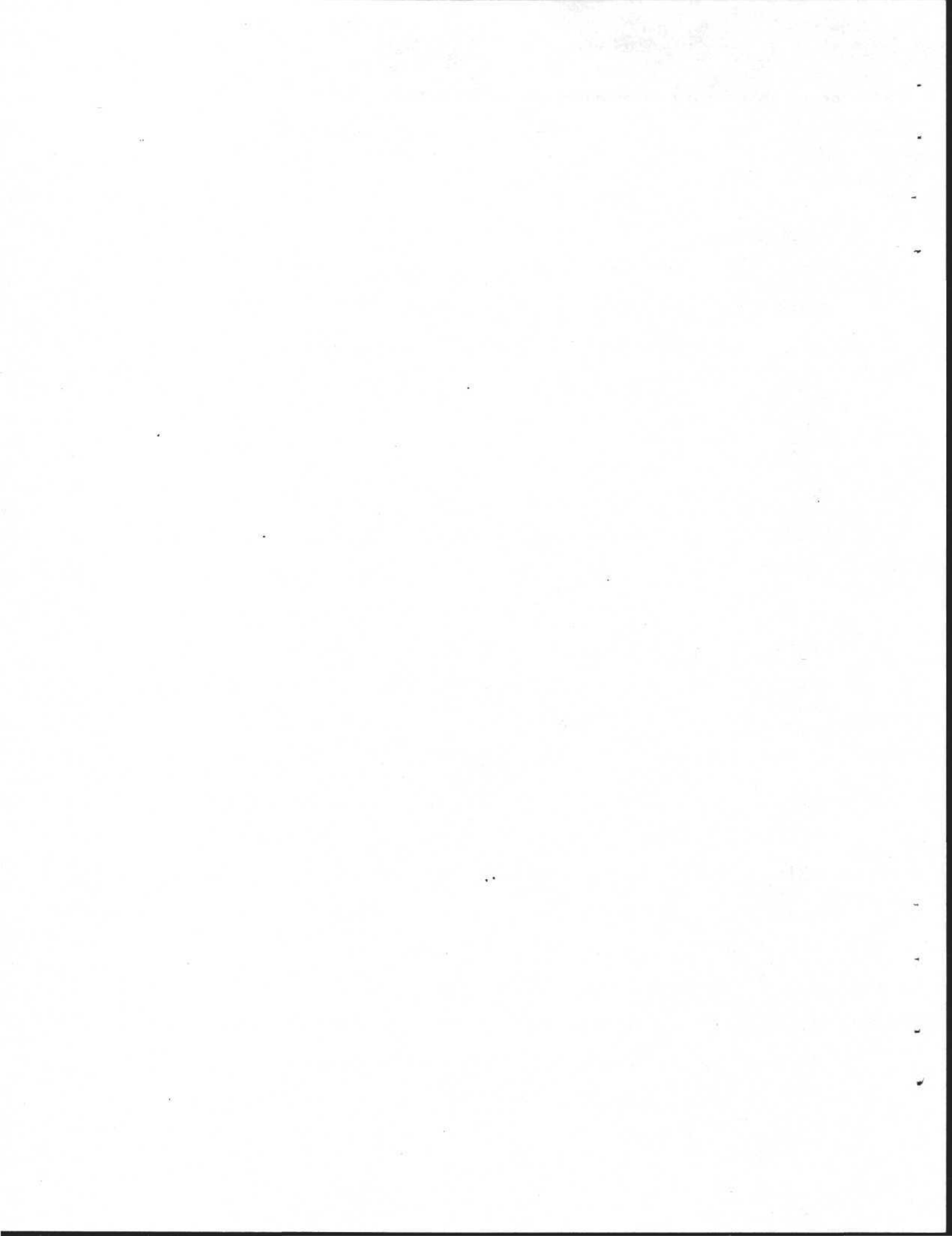


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PREAMBLE

This Agreement entered into this 1st day of September, 1995, by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board," and the Garden City 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 predominantly upon the quality and morale of the teaching service, AND WHEREAS the members of the teacher profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, AND WHEREAS the Board has 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 certificated and/or professional personnel under annual contract, on layoff status, on reserve status, or on leave as provided in this Agreement, and certificated continuing education personnel in credit programs employed by the Board. By way of example this bargaining unit includes, but is not limited to: counselors, psychologists, social workers, coordinators, part-time teachers involved in credit programs, driver education, librarians, consultants, G E D teachers, homebound teachers, alternative learning center teachers, program instructional teachers, Summer DLP, teachers of academic development and remedial programs, A.B.E., E.S.L., persons involved in curriculum development and evaluation programs unless otherwise excluded, all other professional support staff, all positions listed in Schedule B of this Agreement and all other persons whose job includes instruction or other duties regularly performed by bargaining unit members, both certified and non-certified, and all other certified persons unless specifically excluded by this agreement or any letter of agreement executed between the parties. Such representation shall include all personnel assigned to newly created teaching and/or professional positions unless the Board and Association shall agree in advance that such positions are principally supervisory and/or administrative. Such representation shall specifically exclude: superintendents, associate superintendents, executive directors, directors, supervisors, principals, associate principals, assistant principals, leisure time teachers, daily substitutes, non-certified personnel employed on an hourly basis, and preschool, and any other person with any responsibility for supervision of professional and/or non-professional personnel.
- B. The term "member" when used hereinafter in this Agreement, shall refer to all employees in the unit defined in "A" above. Any reference to male or female will be understood to be inclusive of all members of the Association.
- C. The Board agrees not to negotiate with any organizations other than the Association, in regard to this or any future contract of the bargaining unit members, for the duration of this Agreement.

ARTICLE II - Association and Member Rights

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

- allowance to so distribute written materials does not imply full or partial agreement by the Board as to content or validity of information contained in such written materials. All written materials distributed by the Association under the terms of this Agreement will be removed only by the members to whom the individual mailboxes have been assigned. All other materials distributed to/by members within school buildings shall be of a personal non-commercial nature not related to hours, wages, or conditions of employment, or shall be directly related to instructional program.
- E. No member shall be prevented from wearing insignia of membership in the Association either on or off school premises so long as such does not interfere with the normal conduct of scheduled instructional programs.
 - F. The Association may have announcements read over the intercom system in each school building. The content of such announcements shall be limited to the date, time, place, and group involved in Association meetings. Such announcements are to be made at times regularly scheduled for announcements within school buildings.
 - G. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such does not interfere with or interrupt normal school operations or infringe upon any scheduled classroom activities.
 - H. The Board agrees to furnish the Association, in response to request, all reasonably available information concerning the financial resources of the District, tentative budgetary requirements, allocations, and such other information as may assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of members, provided that such information has been presented to the Board and has been approved for release by the Board.
 - I. The Board will notify the Association of any major budgetary, curriculum, and/or personnel changes which are proposed or under consideration so as to give the Association an opportunity to provide input regarding these changes. Major budgetary, curriculum, and/or personnel changes shall be defined to include, but not be limited to:
 - 1. All layoff, recall and hiring of personnel
 - 2. Administrative changes
 - 3. Changes in course offerings, textbooks and related materials.
 - 4. Changes in district testing
 - 5. Changes in district revenue
 - 6. Changes in allocated expenditures
 - 7. Enrollment projections
 - 8. Demographics

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

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

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

ARTICLE IV - Professional Compensation

- A. The salaries of members covered by this Agreement are set forth in this Article and in Schedules A and B, which are attached to and incorporated into this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The full-time members' salary schedule, Schedule A, is based on a school year, as outlined in Article XVI of this Agreement, and shall end the second full week in June or as soon thereafter as State attendance requirements for students are met and covers scheduled work days only. Both the Board and the Association are cognizant of the possibility that an energy emergency could change the school calendar and schedule. If such an emergency is declared, a new school calendar and/or schedule shall be formulated by mutual agreement.
- C. When it is necessary to compute a daily rate for full-time members for the purposes of paydock and/or balancing to contract, the contractual salary divided by the number of work days scheduled will be used. Scheduled member work days are indicated in Schedule E. Further, to determine the hourly rate for these same purposes, the full-time daily rate will be divided by the number of normal member daily work hours (excluding lunch periods). Normal full-time member daily work hours are indicated in Schedule D.
- D. The employer shall provide a pay option form to each full time member by May 15 of each year, and each full-time member shall return the form stating his or her election of pay option no later than June 1 of the year preceding the affected year.
- E.
 - 1. A change of salary for a full-time member due to a higher level of educational attainment shall only be granted for semester hour credits earned from colleges of education as follows:
 - a. Colleges or universities who are members of:
 - Middle States Association of Colleges and Secondary Schools
 - New England Association of Colleges and Secondary Schools
 - North Central Association of Colleges and Secondary Schools
 - Northwest Association of Secondary and Higher Schools
 - Southern Association of Colleges and Schools
 - Western Association of Schools and Colleges
 - b. Credits earned at other four (4) year institutions in Michigan if said credits are accepted for transfer by an accredited teacher training college or university and are so reflected on that school's official transcripts.
 - c. Credits from other four (4) year, out-of-state teacher education institutions not included in "a" and "b" above, shall be reviewed and considered by the Superintendent or his designee for acceptance or rejection.

ARTICLE IV, Continued

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

1.	9/1/95 - 8/31/97	9/1/97 - 8/31/98	9/1/98 - 8/31/99
	\$25.11 per hour	\$25.87 per hour	\$26.65 per hour

At the conclusion of the 1998-99 contract year for application following 1998-99, the hourly rate shall be determined by multiplying the then current annual BA base salary by .00077.

2. A full-time member may accumulate one hour of compensatory time for such class period. Accumulation of six such hours will entitle the member to a total of one leave day. The member must give a twenty-four hour notice when applying for a compensatory day. This leave day shall be granted but shall not be used for purposes excluded elsewhere in Article XV, Section A of the contract.

ARTICLE IV, Continued

3. A part-time member may accumulate compensatory time on an hour-per-hour basis as approved by the administration.
- H. 1. Part-time members, including Summer School employees, shall be paid the following amounts per hour of instructional time:

9/1/95 - 8/31/97	9/1/97 - 8/31/98	9/1/98 - 8/31/99
\$25.11 per hour	\$25.87 per hour	\$26.65 per hour

At the conclusion of the 1998-99 contract year for application following 1998-99, the hourly rate shall be determined by multiplying the then current annual BA base salary by .00077.

2. Members paid in accordance with H.1. of this Article shall receive:
- a. Preparation time in the amount equal to 15% of each hour of teacher/counselor responsibility.
 - b. Payment for preparation time will be made concurrently with hourly pay.
 - c. If a member has reported to work and/or taught one class period and the class is subsequently cancelled by the administration, the member will receive 50% of the preparation pay allowable for the semester.
- I. Members involved in extra duty assignments, involving additional time beyond the maximum required work week, shall be compensated in accordance with the provisions of Schedule B which is attached to and incorporated into this Agreement.
- J. The Board shall provide such group insurance coverage as indicated in Schedule C.
- K. Any full-time member contracted to work in his regularly assigned position immediately prior to and/or immediately after the regular school year shall be compensated on a prorated basis in accordance with Section C of this Article for such period(s) of work, and shall be entitled to use accumulated fringe benefits during such period(s) of work, and otherwise have all of the benefits of this Agreement during such period(s). Such assignments will be made on as fair and equitable a basis as possible.
- L. Full-time secondary members having a six (6) hour instructional schedule will be paid one-sixth (1/6) their regular salary for the additional hour. Such shall not include emergency class substitution or voluntary lunchroom supervision in lieu of a preparation period which will be paid in accordance with "G" above.
- M. Effective September 1, 1976, the Board will pay the five percent (5%) contribution to the Michigan Public School Employees' Retirement Fund, on wages earned on or after September 1, 1976, in lieu of members paying such contributions. Any contribution paid to the Michigan Public School Employees' Retirement Fund by members (on wages

ARTICLE IV, Continued

- earned on or after September 1, 1976) between September 1, 1976 and ratification of this Agreement shall be reimbursed to the members by the Board.
- N. If, for any reason, the state does not count some part of a school day or year for retirement purposes, this money will be paid to the member directly instead of to the state.
 - O. The Board agrees not to enter into any lawsuit which seeks to deny pension credit to any employee injured on the job for the district.
 - R. Association members who retire from the district and subsequently are reemployed as district substitutes, shall be reimbursed the cost of obtaining required criminal history reports after working for the district as a substitute for forty-five (45) days.

ARTICLE V - Full Time Teaching Loads

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

ARTICLE V, Continued

- scheduling, a member is unable to hold a conference with every parent during said released time, the member will schedule conferences with remaining parents before or after school. The administration shall also schedule one-half (1/2) day of released time between the seventh (7th) and ninth (9th) weeks of the second semester for all elementary members for the purpose of holding conferences with the parents of those children for whom the member and/or principal deems conferences necessary. A contact (phone or letter) will be made with those parents who are not scheduled for a conference during the second semester in order to inform those parents of their children's progress.
3. The Board and Association agree the calendar set forth in Schedule E may be adjusted to accommodate the scheduling of parent-teacher conferences. Such adjustments will be made if the majority of the members, the Association, and administration mutually agree to same.
- E. 1. A vacancy shall be defined as a position of not less than 1/2 time (except in the case of a secondary department coordinator) which occurs:
- (a) Due to retirement;
 - (b) Due to resignation;
 - (c) Due to the creation of a new position;
 - (d) Due to death;
 - (e) Due to an approved leave of absence of at least one semester;
 - (f) Due to properly documented disability leave of at least one semester;
 - (g) Due to the reactivation of an association position;
 - (h) Due to a voluntary transfer.
2. The board recognizes it is desirable in making assignments to vacancies to consider the interests and aspirations of its teachers. All vacancies are subject to filling by the following procedure:
 - (a) Projected vacancies for the next school year based upon layoffs; vacancies created during the current school year after the start of school; vacancies created as a result of known retirements, resignation, leaves, etc. and vacancies created due to projected increases and/or decreases in student enrollment will be posted in buildings for five (5) working days after the second regular Board of Education meeting in April. A copy of each posting will be provided to the association president and a designated building representative at each location. Teachers who wish to voluntarily transfer into these positions or wish to transfer into a position that may be vacated as a result of the transfers shall notify the personnel office in writing no later than the final day of the posting.

ARTICLE V, Continued

- (b) Notice of tentative assignment shall be given to members as soon as practical, but no later than Wednesday following the second regular Board of Education meeting in May.
 - (c) Vacancies created after notification of tentative assignments will be posted for five (5) working days following the issuance of such notices.
 - (d) Projected vacancies as of the last day of school shall be posted with teacher response required, in writing, to the personnel office no later than July 1, or, in the event July 1 occurs on a week-end, the preceding Friday.
 - (e) Final placement of staff shall be accomplished by August 15 unless members remain on lay-off status as of that date. In the event that members are in lay-off status as of August 15, final placement of staff shall be effective the first day of school.
 - (f) Vacancies that occur and that are filled after the date of final staff placement (August 15 or in the case of members in lay-off status on August 15 the first day of school), and which the administration determines will continue in the following school year, shall be considered a vacancy for the following year in determining staff placements.
- 3. Member interest in potential staff vacancies shall be indicated on the annual staff placement form during the month of February. Preference sheets may be revised in writing at any time up until July 1.
 - 4. For purposes of filling vacancies the Board will accept a letter no later than July 1 from a college or university confirming the member will have completed requirements for certification change prior to the start of the school year. Placement is contingent upon verification that the member has successfully completed the requirements for the certification change.
 - 5. For informational purposes the Board agrees to notify the Association of Administrative vacancies.
- F. The Board agrees that member activities in the specific areas of P.T.A. attendance, club activity, civic functions, and orientation camp shall be on a voluntary basis; the Association agrees that participation in "open house" activities shall be the responsibility of the member. Further, the Association recognizes the value of co-curricular programs and encourages members to assume the responsibility of active participation therein.
 - G. If a member is directed in an emergency situation to assume responsibility for another member's student(s) by an administrator, the member will be compensated as per Article IV, Section G of this Agreement.

ARTICLE VI - Full-Time Member Assignment

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

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

Reassignments shall be made directly to vacant positions as defined in Article V of this agreement.

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

In the event that prior to the start of a school year a member's physician provides written notice that he/she has a medical condition which would deteriorate or cause harm to the member as a direct result of an assignment, the member will be required to obtain a second opinion from a physician as identified by the district. If the second opinion confirms the original diagnosis, the member will not be assigned to the specific class(es) which has/have been identified as being harmful. In this event, the member shall be assigned to a position for which he/she is certified in accordance with the Master

ARTICLE VI, Continued

Agreement. In a situation where the second opinion differs from the original diagnosis, a third physician will be mutually selected by the Association and the Board. The opinion of the third physician shall be binding on all parties. The recommendation of the third physician shall be implemented in accordance with assignment provisions of the Master Agreement.

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

ARTICLE VI, Continued

1. District
 - a. Students will be scheduled.
 - b. Lay-offs will occur according to ARTICLE XXII if necessary and new positions will be added if necessary.
2. Building
 - a. Members will be assigned their current building if requested and available.
 - b. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of teachers needed to staff a building, the member(s) with the least length of service to the system who is teaching in that building shall be transferred to another assignment. Once this step has been completed, then Level/Subject area shall be considered.
3. Level or subject area
 - a. Members will be assigned their current subject or level if requested and available.
 - b. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a grade level in a building, the member(s) with the least length of service to the system who is teaching at that specific grade level in that building shall be transferred to another assignment.
 - c. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a subject in a building, the member(s) with the least length of service to the system, who is teaching that specific subject(s) in that building shall be transferred to another assignment.
4. If the above are not possible, then the members will be put into an unassigned pool. Such unassigned pool shall be a listing of all members by seniority who have:
 - a. been displaced from a teaching position;
 - b. requested a transfer;
 - c. returned from leave per Article XV.K.2;
 - d. been recalled from layoff, except those people recalled without interruption from one school year to another. When a member(s) transfer(s) is made necessary by a reduction (or projected reduction) in the number of members needed to staff a building, the member(s) with the least length of service in the system who is teaching in that building shall be transferred to another building. These members will be put into the unassigned pool.
5. The members in this unassigned reserve pool are then scheduled into the vacant positions according to district seniority and certification. If a change in circumstances causes a change in positions, certifications, or personnel, then this process shall be redone.

ARTICLE VI, Continued

6. Members requesting a transfer out of a building or subject or grade level are placed in the unassigned reserve pool and their position is kept vacant. They have first choice on their old position if they cannot change to their requested new building or subject or grade level.
 7. If not available, then the member will be laid off according to Article XXII, provided there are no members with greater seniority whose re-assignment would preclude such layoff. Qualifications for placement will be determined by a valid teaching certificate or license held by the employee.
- M. Member placement shall be made available to all members no later than 15 days after the meeting of the bargaining unit member's first class. Five copies will be sent to each building representative.
- N. No later than June 1, a currently employed member(s) may apply for the option of teaching half-time. This option may be granted upon the determination of its educational feasibility. Prior to approval, the Association, the Administration, and the member will meet to mutually determine and agree upon the equity of prorated time and benefits. Application for half-time teaching positions shall be submitted to the Personnel Office by June 1 preceding the school year in which the half-time position will take place.
- O.
1. Until a member has obtained full and continuing approval pursuant to his/her Agreement, he/she may not be transferred or reassigned from the position he/she secured or holds pursuant to his/her Agreement; provided, however, that a member may be transferred or reassigned to a position outside of that position if, given his/her seniority and certification, she/he would be entitled to do so under the Master Agreement as though (for purposes of this paragraph only) that she/he at the moment of such transfer or reassignment in fact possessed full and continuing approval to teach that subject or area.
 2. In the event that the Board determines to lay off members, any member who transferred or was reassigned to a position outside the area of emergency/temporary endorsement pursuant to the above paragraph, shall be transferred or reassigned back into a position in that area before any more senior member who possesses full and continuing approval is transferred or reassigned into such position.
 3. In the event that a member enters into the Agreement provided for in Appendix D, but then fails or refuses for any reason (except the bona fide unavailability of appropriate course work) successfully to perform or to fulfill such Agreement, the Board shall place him/her on a leave of absence, such leave being deemed to be a Voluntary Leave under the Master Agreement; he/she shall thereafter remain on such leave until one of the following conditions occurs:

ARTICLE VI, Continued

- a. The member obtains approval to teach in the emergency / temporary endorsement area, and he/she is otherwise eligible to return from leave pursuant to the Master Agreement to a position in that area; and/or,
- b. The member is eligible to return from leave pursuant to the Master Agreement to any vacant position for which he/she possesses certification and seniority; provided, however, that under no circumstances shall a member who has been placed on a leave return to a position such that a more senior member is involuntarily transferred or reassigned from his/her position; and/or,
- c. The leave expires pursuant to the Voluntary Leave provisions of the Master Agreement.

ARTICLE VII - Teaching Conditions

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

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

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

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

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

Maximum Class Size

<u>Level/Grade</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-95</u>	<u>1995-96</u>
K-1	26	26	26	25
2	31	30	30	29
3	31	31	30	29
4-6	31	31	31	30
Secondary				
Academic	32	32	32	31
Secondary Gym	40	40	40	39
JHS Study Hall	40	40	40	39

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

Class Size - Class size maximum shall be reduced by one student at each level in 1995-96.

ARTICLE VII, Continued

Such maxima shall be subject to the following:

1. Elementary classes will be established as of the second Friday of the school year, and secondary classes will be established as of the fourth Friday of the school year, on the basis of the foregoing maxima. The maxima may be exceeded after those dates due to new enrollments; however, whenever they are exceeded after the second Friday by one to four pupils, a full-time teacher aide will be provided for the class. At no time may class size be exceeded by four pupils, prior to the second Friday.
 2. The Board and Association agree that it is desirable to maintain a 5:1 student-member average in the Developmental Learning Program; such averages will be maintained so long as advance written assurance of complete external funding is provided by the external funding source.
 3. The above maxima may be exceeded when the Board cannot maintain a balanced budget by any other reasonable means. Members shall have access to the grievance procedures (ARTICLE XIV) for the purpose of protesting alleged violations of this Section.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties further agree that efforts shall be continued to seek and use textbooks and supplementary reading and other teaching materials which contain the contribution of all racial, ethnic, and religious groups to the history, scientific and social development of the United States. The Board or its designated authority will confer from time to time with the Association for the purpose of improving the selection and use of such educational tools, and the Board will attempt to implement all joint recommendations made by its representatives and the Association.
1. To this end, the Board will make all reasonable attempts to guarantee that working equipment in the District is available to members for appropriate and necessary classroom instructional purposes.
 2. The Board will provide:
 - a. Upon request, a lockable space for each full-time member within five (5) months following ratification of this Agreement.
 - b. Suitable facilities for each full-time member to store his/her coat.
 - c. Upon request, teacher editions, if available from the publisher, exclusively for each member's use for all texts used in each of the courses he/she is required to teach.

ARTICLE VII, Continued

- d. A suitable dictionary in each classroom if requested by the full-time member. The part-time program will purchase a supply of dictionaries which may be checked out for the individual member's use.
 - e. Appropriate aids, books and adequate quantities of paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibilities.
 - f. Approved textbooks delivered to the full-time member's room before the start of the first day of school, unless unforeseen circumstances arise. In the part-time program the books will be delivered to the member for dispersal as soon as available unless a central distribution point is provided at that location.
 - g. Upon request by the full-time member, protective clothing in the areas of home economics, industrial arts, art and science lab courses.
 - h. By June, 1985, ventilation in rooms maintained by the Garden City Public Schools where smoking is allowed so that both the odor and health hazard is negligible.
- C. Each school shall provide a reference library for full-time members.
- D. The Board agrees to make available in each school typing and duplicating facilities. Clerical personnel will continue to aid members in the preparation of instructional materials as they can be made available by the building or department administrator.
- E.
 - 1. In buildings where space is available (not assigned for other purposes), one room shall be furnished and reserved for use as a faculty workroom in which smoking shall not be permitted. A separate area will be provided where smoking will be permitted.
 - 2. In buildings where space is not available for two separate areas to accommodate both smokers and non-smokers, a single room shall be provided. In this case, the staff shall conduct a vote at the start of each school year to determine whether the workroom shall be smoke free.
 - 3. The Board shall make available for members clean and sanitary lavatory facilities in schools maintained by Garden City Public Schools.
- F. Throughout the school system telephones shall be made available to members for school business and emergency personal use. Members must pay for all toll charges for their personal calls. Each school will maintain one private (unlisted) separate line for extreme emergency, i.e., civil defense or weather warning. Present phone facilities shall be maintained.
- G. In all schools maintained by Garden City Public Schools, a vending machine for beverages shall be installed at the request of the Association provided that no alteration to the building is necessary. All financial and operational arrangements shall be the responsibility of the Association. A separate activity accounting of these funds in each building will be maintained, and the net proceeds will be disbursed as determined by the

ARTICLE VII, Continued

- total building teaching staff upon the authorization of the Association's building representative and the building principal.
- H. Adequate parking facilities maintained by Garden City Public Schools shall be made available to members and these facilities shall be maintained reasonably free of snow, ice, and debris.
 - I. The Board shall make available to members clean and sanitary lunchrooms facilities. All full-time members shall be entitled to a duty-free uninterrupted thirty (30) minute lunch period per Schedule D. Members not regularly assigned to classrooms shall have their duty-free lunch period at times approved by their immediate supervisors.
 - J. The assignment of a full-time secondary member to lunchroom supervision in lieu of a class shall be voluntary.
 - K. Unsafe or hazardous conditions which endanger the health, safety and well-being of a member will be brought to the attention of the immediate administrator for appropriate action. A member may aid the administration by voluntarily participating in the taking of steps to alleviate hazardous or potentially hazardous conditions.
 - L. Members shall not be required to correct any standardized tests administered on a system-wide basis, whether those tests are designed to measure intelligence or achievement or for preparation for the readiness program.
 - M. Full-time members assigned to Elementary Art, Music and/or Physical Education programs shall not be required to meet with more than thirty-three (33) sections of students per week nor shall they be required more than the equivalent of twenty-two (22) teaching hours per week. Whenever possible, these members will be provided with a classroom in each building.
 - N. The Developmental Learning Program shall be considered a separate program. Members in this program shall be entitled to one and one-half hours of released time per week. This released time will be developed within the individual buildings and approved by the individual administrators. It will not involve the expenditure of additional funds unless these funds are from outside the district.
 - O. The Board will endeavor to keep classroom disruption to a minimum.
 - P. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
- 1. If any member, in writing, advises the Administration of a reasonable basis to believe that a handicapped student assigned to the member has a current individual educational planning committee (IEPC) report that is not meeting the student's

ARTICLE VII, Continued

unique needs as required by law, the Administration shall forthwith call an IEPC.

The member so advising the Administration shall be invited to, and attend, the IEPC.

2. To the full extent permitted by law, an Association representative shall be present at an IEPC meeting when any member of the bargaining unit involved in the meeting so requests.
3. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible and while continuing to honor course requests of all students, special education students shall be entered into the computer first and scheduled first so as to result in special education students being assigned in equitable numbers across general education grade levels within each elementary location and across sections of identical subject general education classes at the junior and senior high schools (i.e., If 9 students assigned to Wood Shop having 3 sections, 3 students would be assigned to each section).
4. The parties agree that in cases of mainstreaming handicapped students, all other factors being equal, preference shall be given to placing them at their home schools.
5. The following conditions shall apply to placement of a low incidence handicapped student in a general education class-room:
 - a. Any member who will be providing instructional or other services to a low incidence handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Administration, the member may choose not to do so. In instances where it is not possible to identify, in advance of IEPC's, general education teachers who ultimately will have low-incidence handicapped students assigned to their classrooms, meetings will be convened with such general education teachers as soon as practicable following the beginning of the school year.
 - b. The student's IEPC specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the teacher to satisfactorily achieve educating the student in the regular education class;
 - c. The handicapped student's participation in the regular education class will not significantly disrupt nor have a negative impact on the educational process for either the handicapped student or the other students in the class;
 - d. Administration has previously provided inservice training to the teacher regarding the instruction and behavioral management of handicapped students

ARTICLE VII, Continued

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

ARTICLE VII, Continued

- T. The parties recognize the long standing practice of using student assistants at various school locations throughout the District. Students assistants may be used in the school library, the school office, as teacher aides and/or assistants. The use of student assistants at the high school only, shall be capped at a maximum of 164 student assistants in any one school year.

ARTICLE VIII - Full-Time Teaching Hours

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

ARTICLE IX - Teacher Discipline

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

ARTICLE X - Garden City Retirement and Death Benefits

A. Eligibility for Retirement Benefits

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

1. General Situation

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

2. Special Situation

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

3. Health

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

Only one retirement benefit can be collected by a member.

B. Retirement Benefits

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

1. Members retiring at the end of a school year shall receive the average daily substitute rate paid for that school year for each unused accumulated leave day. Members retiring during the school year shall receive the average daily substitute rate paid for the prior school year for each unused accumulated leave day.
2. Two hundred (\$200) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.
3. A member shall receive an amount described in either "1" or "2," whichever is greater.

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

1. Eligibility Members who retire under Section A of this ARTICLE are eligible to carry the following health and life insurance coverage under the district's group plan.
2. Coverage: Optional Health Insurance Cost to Retirees
From date of retirement until
age 65 - full group coverage Group Rate
From age 65 on, co-insured with Medicare Group Rate
3. Coverage: Life Insurance
From date of retirement until
age 65 - \$5,000 Group Rate
From age 65 on - \$2,500 Group Rate
4. Payments

ARTICLE X, Continued

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

- D. For those members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65, the Board shall provide reimbursement to the retiree up to \$1,000 per year (reimbursement to be paid semi-annually, in January and June) toward the payment of the Michigan Public School Employees' Retirement System hospitalization. This reimbursement shall cease at age 65.
- E. **Death Benefits**
A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City full-time Association member. A member must be under contract at the date of death for the beneficiary to realize this benefit.

ARTICLE XI - Teacher Evaluation

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

ARTICLE XI, Continued

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

ARTICLE XI, Continued

- N. The Board and the association recognize that there are many teaching methods, styles of presentation and techniques. Members are encouraged to use a variety of methods, styles of presentation and/or techniques to best meet the needs of the learner.
- O. If as a result of an evaluation, a member and/or administrator believes that a plan of assistance is necessary, the member may request the support of an association member in developing such plan. The written plan of assistance will be made available to the parties involved in the development of the plan.
- P. It is not the intent of the parties to restrict the Board's ability to develop a plan of assistance for a member at any time, nor shall the Board be prevented from issuing an advisory evaluation to assist a member in a new assignment. Such advisory evaluations shall be shared only with the member and shall not become a part of the member's personnel file.
- Q. Should any law require more frequent evaluations, the effects of changes required by the law shall be bargained between the parties prior to implementation.
- R. The evaluation instrument, process and required timelines shall be attached to this agreement.

ARTICLE XII - Protection of Members

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

ARTICLE XII, Continued

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

ARTICLE XII, Continued

The Board further agrees that all employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, or personnel evaluations shall not be released to third parties absent the written consent of the members or as required by law. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the member and the Association and agrees that at the request of the member or the Association that it shall deny the request and assert on behalf of the member all applicable freedom of information act exemptions.

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

ARTICLE XIII - Negotiation Procedures

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

ARTICLE XIII, Continued

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

ARTICLE XIV - Grievance Procedures

A. Definitions

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

B. Purpose

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

C. Structure

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

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutually written consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to 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.

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

1. Level One

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

2. Level Two

- a. Within ten (10) days of receipt of the supervisor's or principal's written decision, the Professional Rights and Responsibilities Committee shall meet to consider the grievance. If the Professional Rights and Responsibilities Committee chooses, it may, within the same ten (10) day 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 ten (10) days from receipt of the written grievance, the Superintendent or his designee will render a written decision with rationale to all parties of interest.

3. Level Three

In the event the grievance is not resolved to the satisfaction of the Professional Rights and Responsibilities Committee at Level Two-b, the grievance may be submitted to arbitration before an impartial arbitrator. Only the Professional Rights and

ARTICLE XIV, Continued

Responsibilities Committee may approve of, and process, grievances to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement.

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

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

E. Rights to Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.
2. No reprisals of any kind shall be taken by or against a member participant in the grievance procedure for reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participant.
4. Forms for filing and processing grievances, designed by the Superintendent or 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.

ARTICLE XIV, Continued

5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance, within the limits specified in ARTICLE II, Section H.
 6. The failure of an aggrieved member to proceed from one level of the grievance procedure to the next level within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the representative(s) of the Board or the Board to respond to a grievance at any level within the specified time limit shall be deemed to be a denial of the grievance at that level.
 7. When a grievance arises in more than one building, and is directed to the Superintendent or his designee, the regular grievance procedure will be followed, with the Level One procedure directed to the Superintendent's designee and the Level Two procedures directed to the Superintendent.
 8. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
 9. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 10. Member rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.
- G. A grievance may be processed via the expedited grievance procedure for disputes involving dismissals, lay-off/recall, and assignments as follows:
1. A member with a concern, which he/she identifies as a grievance, shall discuss the concern with his/her administrator individually or together with his/her Association Representative, or with representatives of either party of interest present within ten (10) days of the occurrence. The administrator shall, within four (4) days, provide a verbal response to the member.
 2. Within ten (10) days, the member will submit the written grievance to the Association and within the same ten (10) day period, the Association may process the grievance to the Superintendent. The Superintendent, or his/her designee, shall schedule a meeting with the Association to be held within six (6) days in an effort to resolve the issue. The Superintendent shall, within four (4) days of such meeting, render a written decision, with rationale, to all parties of interest.

ARTICLE XIV, Continued

3. If the dispute is still not resolved to the Association's satisfaction, within ten (10) days of the decision of the Superintendent or his/her designee, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration. Notwithstanding American Arbitration rules to the contrary, the parties agree that post-hearing briefs may be submitted within five (5) working days of the conclusion of a hearing.
4. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

ARTICLE XV - Leaves

A. Leave Days

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

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

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

2. Leave days shall be cumulative without limit. During the month of September, each member on staff shall be given a written statement of his leave day balance as of the end of the previous school year.
3. The family shall be defined as spouse, children, foster children, step-children, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, and sisters), and dependents living within the household.
4. Members returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
5. Members shall experience no loss of leave days for line- of-duty accidents. Workers' Compensation benefits will be paid directly to the employee; the employee will notify the Board of the amount of each Workers' Compensation check, the Board will then pay the difference between the Workers' Compensation check and the amount of the employee's regular pay for forty (40) weeks.

ARTICLE XV, Continued

6. Leave days shall not be used for recreation and/or vacation purposes and shall not be used to extend a holiday or vacation period.
7. All members who are absent from duty for any reason are charged with the responsibility to notify the Board of Education. Full-time members shall call the Board of Education as soon as possible to state their name and assignment, and to report the reason for absence. Such member will also notify the secretary, the building or department to which he/she is assigned. The Personnel Office of the Board of Education will arrange for a substitute where appropriate. The Board will provide an electronic answering service which will enable a member to call in absence information between the hours of 2:30 p.m. and 5:30 a.m. in lieu of the calls indicated above.

Part-time members are encouraged to call the Board of Education at least 90 minutes before their scheduled starting time for that day.

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

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

C. Military Leaves

1. Military leaves of absence without pay or fringe benefits shall be granted to any member who shall be drafted (or who enlists when being drafted is imminent) for military duty or called to active duty to any branch of the armed forces of the United States. Voluntary enlistment will be evaluated on the individual merit of the case.
2. Members on military leave which did not result from voluntary enlistment shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.
3. Members on military leave which did not result in voluntary enlistment shall have credited to them leave days/hours, for each year in the service; in the amount equal to the yearly average number of unused leave days/hours accumulated while employed in the system for at least one (1) year.

D. Public Office Leave

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

E. Peace Corps Leave

Leave of absence will be granted up to two (2) school years, without pay or fringe benefits to any member who joins the Peace Corps (or other such organization as formed

ARTICLE XV, Continued

by the United States Government) as a full-time member in such program. Any period so served shall be treated as time taught for the purposes of the increments on the salary schedule set forth in this Agreement. The Board may, upon written request, grant renewal of this leave.

F. Association Leaves

1. The Board shall grant, upon the request of the President of the Association leave without loss of pay or leave days for members to attend meetings of the Association or organizations with which it may be affiliated. Forty (40) days per school year shall be granted by the Board. All days used in excess of 40 days shall be promptly reimbursed by the Association at the current district substitute rate.
2. The President of the Garden City Education Association shall be provided with appropriate release time from school duties without loss of pay for the purpose of being available to the administration for consultation on matters of mutual concern. (3 (three) hours per day in 1993-94; 4 (four) hours per day thereafter).
3. The PR&R Chairperson shall be released from school duties for one (1) hour each day without loss of pay for the purpose of being available to the administration for consultation on matters of mutual concern.

G. State and National Officer Leaves

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

H. Legal Processes

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

I. Sabbatical Leave

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

ARTICLE XV, Continued

- 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 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 member as evaluated by the Board.
 - a. Formal study at an accredited college or university.
 - b. Research work under the guidance of competent research personnel
 - c. Travel, either domestic or foreign
 - d. Advanced study for a speciality program
 - e. Alternative careers related to the member's area of certification
 3. No more than ten (10) semesters of Sabbatical Leave may be granted during any one year.
 4. Sabbatical Leaves for members employed by the Garden City Board of Education shall be granted in the following manner:
 - a. The study, research, or travel plans for the year or semester, together with the application, must be submitted to the Associate Superintendent for review. Criteria for the selection of the member(s) to be recommended to the Board of Education shall incorporate the following:
 - 1.) Date of filing the letter of application
 - 2.) Purpose of the leave
 - 3.) Seniority of professional service in the school system
 - 4.) Professional growth of the staff member
 - 5.) Objectivity - potential benefit to the school system
 - b. The deadlines for filing applications are:
 - 1.) The last school day in November for leaves to be granted for the second semester of that school year.
 - 2.) Last school day in May for the following fall semester or school year.
 - c. After due consideration of all letters of application, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board of Education will be furnished the member applicant at least five (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The member involved will then be asked to be present at the meeting when it comes up for consideration by the Board.

5. While on the Sabbatical Leave, the member will receive one-half (1/2) the salary he would have received for teaching in Garden City during this leave. Such pay will be paid according to regular pay procedure for that year or semester. The member will agree to the rewriting of 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 member 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 postpone for up to one (1) year as a result of a certified temporary medical disability of the teacher.
 - d. The obligations indicated in this subsection will be canceled as a result of a medical retirement of the member based on total and permanent disability.
7. To further protect the Board against loss by reason of failure to return the member shall execute a non-interest bearing promissory note to the Garden City Board of Education as follows:
 - a. **One Semester Sabbatical Leave**
The member who receives a one semester Sabbatical Leave executes a promissory note in the amount of his one-half pay due for the period of the Sabbatical payable to the Garden City Board of Education and bearing a due date of the first day of the semester following the completion of the Sabbatical Leave period. If he fails to return to teach in Garden City the following semester, the full value of the note comes due on the day members report for duty for that semester. If the member returns and teaches one semester and fails to teach the second successive semester, one-half (1/2) of the note is forgiven but one-half (1/2) is due the first day of the next semester when the school system's members report for duty.
 - b. **Full Year Sabbatical Leave**
The member who receives a year's Sabbatical Leave executes a promissory note in the amount of the half pay due him for the period of the year's Sabbatical

ARTICLE XV, Continued

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

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

J. Voluntary Leave

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

ARTICLE XV, Continued

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

K. Return from Leave

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

L. Contractual Termination of Member Services

A member 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 member is fully certificated to perform.
4. Fails to make satisfactory arrangements to return any wage overpayments to the Board within thirty (30) days from notification of the overpayment.
5. Acquires a medically substantiated incapacitation, which appears to be permanent, mental or physical, preventing resumption of contractual service on the date of the termination of such leave, as provided in the Michigan Teacher Tenure Act.

ARTICLE XVI - School Calendar

- A. The Board recognizes the sincere interest of the Association in the formulation of the annual school calendar. It is the legal responsibility of the Board to establish such an annual calendar. The following are the policies to be utilized in establishing the calendar:
1. That the school year shall, for contract purposes, officially commence for non-probationary Members on the first Tuesday following Labor Day during the 1995-96, and 1996-97 school years and shall consist of 185 work days.
 - 1a. That the 1997-98 school year shall, for contract purposes, officially commence for non-probationary Members on the Friday immediately preceeding Labor Day for contract purposes and shall consist of 186 work days.
 - 1b. The the 1998-99 school year, and each school year thereafter, shall, for contract purposes, officially commence for non-probationary Members on the Thursday immediately preceeding Labor Day and shall consist of 187 work days.
 - 1c. The school year shall, for contract purposes, officially commence for first year probationary Members on the Wednesday immediately preceeding Labor day for the 1995-96 school year and shall consist of 188 work days.
 - 1d. That the school year shall, for contract purposes, officially commence for first and second year probationary members on the Wednesday immediately preceeding Labor Day for the 1996-97 school year and shall consist of 188 work days.
 - 1e. That the 1997-98 school year shall, for contract purposes, officially commence for first and second year probationary Members on the Tuesday immediately preceeding Labor Day and shall consist of 189 work days.
 - 1f. That the 1998-99 school year, and each school year thereafter, shall, for contract purposes, officially commence for first and second year probationary Members on the Monday immediately preceeding Labor Day and shall consist of 190 work days.
 - 1g. That the 1997-98 school year shall, for contract purposes, officially commence for third year probationary members on the Wednesday immediately preceeding Labor Day and shall consist of 188 work days.
 - 1h. That the 1998-99 school year, and each school year thereafter, shall, for contract purposes, officially commence for third year probationary Members on the Tuesday immediately preceeding Labor Day and shall consist of 189 work days.
 2. That the school year not exceed the 18th day of June in any year if all state attendance requirements for students are met by that date.

3. That the Winter recess will be observed beginning no later than the end of the school day on the 23rd day of December and ending no earlier than the 1st day of January and all days within this period will not be scheduled as member work days.
4. That Spring recess begin at the end of the regular school day on Thursday preceding Good Friday and continue through the week following Good Friday and all days within this period will not be scheduled as member work days.
5. That the following days will not be scheduled as member work days:
 - (a) Thanksgiving Day
 - (b) The Friday following Thanksgiving Day
 - (c) Memorial Day
 - (d) Independence Day
6. Part-time program calendars shall be established and shall be made available to part time members as soon as practicable.

B. The Official Full Time Calendar(s) is/are set forth in *SCHEDULE E*.

ARTICLE XVII - Staff/Curriculum Development Council

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

ARTICLE XVII, continued

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

ARTICLE XVIII - Part-Time Members

A. Definitions

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

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

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

D. The normal member load in the Part-Time program shall not exceed 24 hours per week. Fifteen percent (15%) of assigned teacher/counselor hours shall be compensated for preparation time.

ARTICLE XVIII, Continued

- E. The Assignment Process is premised on the recognition that all teaching positions are vacant prior to the beginning of each semester. The process involves three steps:

Step 1. Every part-time member shall choose 2 classes (defined as 60 instructional hours per semester per class) based on seniority, certification, and preference.

Step 2. By seniority, certification, and preference each part-time member shall be assigned up to two (2) more additional classes (defined as (120) instructional hours).

Step 3. In completing assignments, part-time members shall choose by seniority, certification, and preference until each member has selected up to a total of 6 classes (24 hours). After members have selected up to 6 classes, should there be additional classes to which no member has been assigned, the Superintendent and the Association President shall meet and confer as to the best manner in which to fill the remaining classes (EX. Allow members to select additional classes, new hire, etc.).

- F. Leave time shall be defined as per Article XV, Section A.1. Members on the part-time seniority list shall accept an assignment or apply for a voluntary leave per Article XV, Section J.
- G. Teaching conditions shall be established as per Article VII.
- H. Part-time members shall not be required to work in excess of a five (5) day week. No member shall be denied a summer teaching position for refusal to make a commitment exceeding eight (8) weeks. Members shall be obliged to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances, or other situations which threaten the health or safety of students.
- I. Discipline of a member shall be defined as per Article IX.
- J. Additions to the part-time program shall be made only when no current member can be placed according to seniority, certification, and preference. If additional positions become available, the Board will hire properly certified teachers for those positions in the following order of preference:
1. Currently laid-off members
 2. Currently employed full-time members
 3. Others
- K. During those periods when the following counseling/guidance activities, excepting routine registration work functions, are required:
1. evaluation of credits/transcripts; or
 2. advising students regarding class selections and graduation requirements; such activities shall be offered to bargaining unit members by seniority, who possess counseling certification. Members shall be compensated per Article IV, Section H. Aside from those activities enumerated in Section K.1 or K.2 above, the Board may or may not offer additional registration activities to bargaining unit members. The

ARTICLE XVIII, Continued

Board shall determine the rate of pay for such additional non-bargaining unit activities, if offered.

- L. The Board agrees that the Alternative Education Program shall not cause the loss of any GCEA positions; should the number of students for which the Board receives funding equal to that of K-12 students, equal or exceed the class size limit in the High School, an additional position will be added to the regular High School schedule and will be assigned as such. The Board agrees to discourage the use of Alternative Education in lieu of regular K-12 programming and that the program will not be used to lessen the number of the GCEA members.

ARTICLE XIX - Special Teaching Assignments

- A. Supervision by a member of a student teacher(s) shall be voluntary.
- B. Any tenure member may volunteer to supervise a student teacher. A list of those volunteering will be kept current.
- C. The Board shall disclose the amounts of monies received from colleges and universities for placing student teachers. These monies shall be remitted directly to the respective supervising members.
- D.
 - 1. The Board of Education may employ a maximum of twenty (20) people in reserve member status. Reserve member status would be available to only those members who are laid off at the end of the current school year and who qualify for twenty-six (26) weeks of unemployment compensation.
 - 2. Laid off members must sign a letter of agreement accepting the reserve member status position on or before the last regular work day of the current school year.
 - 3. The reserve member will be assigned substitute duties. When no substitute assignments are available, the reserve member shall be assigned to tutoring, media center, library, curriculum development and/or in-service. Whenever possible, the reserve member will fill long-term assignments. The reserve member work day will be in accordance with Schedule D. If the reserve member is called back from layoff to regular status, all days worked shall count toward a salary schedule increment.
 - 4. The reserve member shall be compensated at fifty dollars (\$50) per day up to a maximum of 181 days per school year. The Board of Education shall provide a maximum of \$550 dollars per year to the reserve member toward the purchase of fringe benefits currently provided by the district. The reserve member shall be entitled to use up to five (5) previously accumulated leave days with pay.
 - 5. If additional positions in part-time programs which are currently covered by this agreement become available, the Board will hire properly certified members for those positions in the following order of preference:
 - a. currently laid-off members
 - b. currently employed full-time members
 - c. others

ARTICLE XX - Professional Improvement

- A. The parties support the principle of continuing training of members, participation by members in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board agrees to provide, through the building and departmental budgets, and as approved by the immediate administrator, the necessary funds for members to attend selected professional conferences. This shall be made known and will be accessible in a fair and equitable manner to all members. Appropriate expenses incurred in attendance and sufficient leave time without loss of compensation shall be granted to the member by the Board.
- C. A reassigned member program will be continued through SCDC that provides the opportunity for members to receive additional training, course work, or support help where they are assigned to a course or grade level significantly different than anything they have taught in the last five years. This will also be offered where their training or experience is found to be deficient in some manner. The extent of this retraining help will be offered equally to all members in a similar situation contingent upon the availability of funds. The retraining fund will be budgeted at the rate of \$100 per member in the Dearborn Continuing Education credit Program, but with a minimum of \$5,000. This fund will be administered jointly by the Co-chairpersons (administrator and member) of SCDC.
- D. The Administration shall schedule nine (9) half days of released time for all D. L. P. members for the express purpose of inservice training contingent upon the availability of outside funding.
- E. Mentor Teachers
 - 1. A. Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
 - 2. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
 - 3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. The Mentor Teacher shall be a tenured member of the bargaining unit.
 - b. Participation as a Mentor Teacher shall be voluntary.
 - c. The principal and the building union representatives shall make mentor teacher assignments. Where no agreement can be reached as to which teacher shall be

ARTICLE XX, continued

assigned, the Superintendent and the Union President shall make the assignment.

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

ARTICLE XXI - Maintenance of Professional Standards

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

ARTICLE XXII - Seniority, Layoff, Recall, Consolidation

A. Seniority

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

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

- (a) Administrators shall have no seniority within the bargaining unit;
- (b) Members desiring to transfer to a Garden City administrative position may do so for a one-year period without jeopardizing their seniority status. At the end of the one-year period, if the member chooses not to return to the bargaining unit, all seniority shall be forfeited. The member shall be assessed the professional dues and assessments as provided for in ARTICLE III of this Agreement.

ARTICLE XXII, Continued

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

B. Layoff

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

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

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

D. Consolidation, Annexation, Merger

To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district. Members employed in the Garden City Schools will be given preference for positions in those school buildings which exist at the time this Agreement is ratified or are constructed during the life of this Agreement. The District shall give the

ARTICLE XXII, Continued

Association as much notice as possible if it is likely that a merger or consolidation will take place, in case the Association needs to bargain wages, hours or conditions of employment with another employer. The Board shall not agree to or allow any annexation, consolidation, or merger, in whole or in part, involving the School District of the City of Garden City, unless the seniority rights of G.C.E.A. members are not disadvantaged. The intent of this language is to insure that G.C.E.A. members are treated equally with respect to the determination of their relative seniority in the newly formed district.

E. Recall

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

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

ARTICLE XXIII - Miscellaneous Provisions

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

ARTICLE XXIII, Continued

I. In the event a National Health Program is enacted that would affect the health care benefit of this agreement in any way, or the tax status of the benefit, the parties agree to negotiate the impact of such changes. The parties agree that the goal of such negotiations shall be to maintain current health care benefits at their current level and costs so as to minimize any negative tax consequences to the members and/or any unanticipated cost increase for the district.

J. As an exception to Article XXI Section C, and in the absence of Association members on layoff, the district shall have the latitude to utilize substitute teachers to provide additional instructional time to meet annual instructional hours necessary (to a maximum of 1079 hours) to receive full Basic Foundation Grant funding. In the event members are on layoff, such members in possession of the appropriate and required teaching certificates shall be offered first opportunity for such work at their normal contractual rates of pay.

Specific elementary teaching schedules shall be determined by Building School Improvement Teams at each school location. It is understood that in establishing specific teaching schedules teacher reporting and leaving times shall be consistent with the 1994-95 times and that all students at any individual elementary building shall begin and end school at the same time (a.m. Kindergarten students shall begin at the same time as other students in the building and p.m. Kindergarten student shall end the day at the same time as other students). In the event that any Building School Improvement Teams are unable to reach agreement on specific teaching schedules, the Association President and the Superintendent shall establish the schedules.

The use of permanent substitutes shall not be utilized as an example of subcontracting in any arbitration, ULP, court case or before any other hearing or tribunal, and the district agrees to use them only to fill in the required hours for basic foundation grant funding, and not to otherwise do regular bargaining unit work.

It is understood that student contact time and work day and hours for regular bargaining unit members will remain the same as in the 1994-95 contract, with the exception of any bargained extra work days as specified in this contract extension.

Once the district provides 1,080 hours of instruction per academic year, it is understood that all work will be done by regular full time bargaining unit members, consistent with pupil ratios, class size, and pupil contact time limitations in the Agreement.

GARDEN CITY PUBLIC SCHOOLS
BEGINNING 1994-95 TEACHER SALARY SCHEDULE

SCHEDULE A

	INDEX	B.A.	INDEX	B.A. + 15	INDEX	M.A.	INDEX	M.A. + 15	INDEX	M.A. + 30	INDEX	ED.SPEC.	INDEX	PH.D.
YRS OF EXP.														
ZERO	1.00	31,126.00	1.07	33,305.00	1.15	35,795.00	1.22	37,974.00	1.29	40,153.00	1.36	42,332.00	1.43	44,511.00
ONE	1.08	33,617.00	1.15	35,795.00	1.23	38,285.00	1.30	40,464.00	1.37	42,643.00	1.44	44,822.00	1.51	47,001.00
TWO	1.13	35,173.00	1.20	37,352.00	1.28	39,842.00	1.35	42,021.00	1.42	44,199.00	1.49	46,378.00	1.56	48,557.00
THREE	1.18	36,729.00	1.25	38,908.00	1.34	41,709.00	1.41	43,888.00	1.49	46,378.00	1.56	48,557.00	1.63	50,736.00
FOUR	1.23	38,285.00	1.30	40,464.00	1.40	43,577.00	1.47	45,756.00	1.56	48,557.00	1.63	50,736.00	1.70	52,915.00
FIVE	1.29	40,153.00	1.36	42,332.00	1.46	45,444.00	1.54	47,935.00	1.63	50,736.00	1.70	52,915.00	1.77	55,094.00
SIX	1.35	42,021.00	1.42	44,199.00	1.53	47,623.00	1.61	50,113.00	1.70	52,915.00	1.77	55,094.00	1.84	57,272.00
SEVEN	1.42	44,199.00	1.49	46,378.00	1.60	49,802.00	1.68	52,292.00	1.77	55,094.00	1.84	57,272.00	1.91	59,451.00
EIGHT	1.49	46,378.00	1.56	48,557.00	1.67	51,981.00	1.75	54,471.00	1.84	57,272.00	1.91	59,451.00	1.98	61,630.00
NINE	1.56	48,557.00	1.63	50,736.00	1.74	54,160.00	1.82	56,650.00	1.91	59,451.00	1.98	61,630.00	2.05	63,809.00
TEN	1.63	50,736.00	1.70	52,915.00	1.82	56,650.00	1.89	58,829.00	1.98	61,630.00	2.05	63,809.00	2.12	65,988.00
ELEVEN					1.94	60,385.00	1.97	61,319.00	2.05	63,809.00	2.12	65,988.00	2.19	68,166.00

Notes:

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

**GARDEN CITY PUBLIC SCHOOLS
FINALIZED 1994-95 TEACHER SALARY SCHEDULE
SCHEDULE A**

YRS OF EXP	INDEX	BA	INDEX	BA + 15	INDEX	MA	INDEX	MA + 15	INDEX	MA + 30	INDEX	ED SPEC	INDEX	PhD
0	1.00	31,380	1.07	33,577	1.15	36,087	1.22	38,284	1.29	40,481	1.36	42,677	1.43	44,874
1	1.08	33,891	1.15	36,087	1.23	38,598	1.30	40,794	1.37	42,991	1.44	45,188	1.51	47,384
2	1.13	35,460	1.20	37,656	1.28	40,167	1.35	42,363	1.42	44,560	1.49	46,757	1.56	48,953
3	1.18	37,029	1.25	39,225	1.34	42,050	1.41	44,246	1.49	46,757	1.56	48,953	1.63	51,150
4	1.23	38,598	1.30	40,794	1.40	43,932	1.47	46,129	1.56	48,953	1.63	51,150	1.70	53,346
5	1.29	40,481	1.36	42,677	1.46	45,815	1.54	48,326	1.63	51,150	1.70	53,346	1.77	55,543
6	1.35	42,363	1.42	44,560	1.53	48,012	1.61	50,522	1.70	53,346	1.77	55,543	1.84	57,740
7	1.42	44,560	1.49	46,757	1.60	50,208	1.68	52,719	1.77	55,543	1.84	57,740	1.91	59,936
8	1.49	46,757	1.56	48,953	1.67	52,405	1.75	54,915	1.84	57,740	1.91	59,936	1.98	62,133
9	1.56	48,953	1.63	51,150	1.74	54,602	1.82	57,112	1.91	59,936	1.98	62,133	2.05	64,329
10	1.63	51,150	1.70	53,346	1.82	57,112	1.89	59,309	1.98	62,133	2.05	64,329	2.12	66,526
11					1.94	60,878	1.97	61,819	2.05	64,329	2.12	66,526	2.19	68,723

Notes:

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

**GARDEN CITY PUBLIC SCHOOLS
1995-96 TEACHER SALARY SCHEDULE
SCHEDULE AA**

YRS OF EXP	INDEX	B.A.	INDEX	B.A. + 15	INDEX	M.A.	INDEX	M.A. + 15	INDEX	M.A. + 30	INDEX	ED.SPEC.	INDEX	PH.D.
0	1.00	32,322	1.07	34,585	1.15	37,171	1.22	39,433	1.29	41,696	1.36	43,958	1.43	46,221
1	1.08	34,908	1.15	37,171	1.23	39,757	1.30	42,019	1.37	44,282	1.44	46,544	1.51	48,807
2	1.13	36,524	1.20	38,787	1.28	41,373	1.35	43,635	1.42	45,898	1.49	48,160	1.56	50,423
3	1.18	38,140	1.25	40,403	1.34	43,312	1.41	45,575	1.49	48,160	1.56	50,423	1.63	52,685
4	1.23	39,757	1.30	42,019	1.40	45,251	1.47	47,514	1.56	50,423	1.63	52,685	1.70	54,948
5	1.29	41,696	1.36	43,958	1.46	47,191	1.54	49,776	1.63	52,685	1.70	54,948	1.77	57,210
6	1.35	43,635	1.42	45,898	1.53	49,453	1.61	52,039	1.70	54,948	1.77	57,210	1.84	59,473
7	1.42	45,898	1.49	48,160	1.60	51,716	1.68	54,301	1.77	57,210	1.84	59,473	1.91	61,736
8	1.49	48,160	1.56	50,423	1.67	53,978	1.75	56,564	1.84	59,473	1.91	61,736	1.98	63,998
9	1.56	50,423	1.63	52,685	1.74	56,241	1.82	58,827	1.91	61,736	1.98	63,998	2.05	66,261
10	1.63	52,685	1.70	54,948	1.82	58,827	1.89	61,089	1.98	63,998	2.05	66,261	2.12	68,523
11					1.94	62,705	1.97	63,675	2.05	66,261	2.12	68,523	2.19	70,786

Notes:

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

1995-96 - Percent increase equal to the Wayne County Average percent increase. The finalized 1994-95 salary schedule, as determined above, shall be increased by three percent (3%) as of September 1, 1995 and paid bi-weekly throughout the first semester. A final County average percent (%) increase shall be determined as of the first day of the second semester. Any additional payment, capped at a maximum of 1.5% shall be paid in a lump sum on the first payday of the second semester. This lump sum payment shall be retroactive for the first semester. A new bi-weekly for the balance of the second semester and shall be baked into the 1995-96 salary schedule. The bake in of any additional sum shall establish the finalized 1995-96 salary schedule.

GARDEN CITY PUBLIC SCHOOLS
1996-97 Teacher Salary Schedule
Schedule AAA

The finalized 1995-96 Salary Schedule shall remain in effect throughout the 1996-97 contract year. During 1996-97, active members shall maintain the same position on the salary schedule as at the conclusion of 1995-96.

Members who provide the required documentation relative to graduate hours and/or advance degrees prior to August 30, 1996 shall be placed on the salary schedule accordingly.

There shall be no advancement on the salary schedule for any reason between September 2, 1996 and July 1, 1997.

No step increases shall be granted during the 1996-97 school year. Members shall be placed on the 1997-98 salary schedule as though step increases had been granted in the 1996-97 school year.

The aforementioned provisions shall supersede any conflicting language contained elsewhere in this agreement concerning determination of 1996-97 salaries.

**GARDEN CITY PUBLIC SCHOOLS
1997-98 TEACHER SALARY SCHEDULE
SCHEDULE AAAA**

The 1997-98 Salary Schedule shall be determined by increasing the finalized 1995-96 Salary Schedule by three (3.0) percent. An additional one-half (0.5) percent shall be added in recognition of the additional work day incorporated in the Calendar.

**GARDEN CITY PUBLIC SCHOOLS
1998-99 TEACHER SALARY SCHEDULE
SCHEDULE AAAAA**

The 1998-99 Salary Schedule shall be determined by increasing the 1997-98 Salary Schedule by three (3.0) percent. An additional one-half (0.5) percent shall be added in recognition of the additional work day incorporated in the Calendar.

SCHEDULE B

Co-Curricular Pay Schedule

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

High School Athletics

Athletic Director

12.5%

Athletic Director at the high school shall be assigned to teach a maximum of one (1) class period of instruction. (If additional athletic responsibilities are added, the Board and Association agree that a remedy will be sought as soon as practicable.) The remainder of their work day will be used for preparation and duties related to the Athletic Department.

Head Coaches:

Football	11.25%
Basketball	11.25%
Wrestling	10.00%
Swimming	10.00%
Track	8.75%
Baseball	8.75%
Cross Country	8.75%
Tennis	8.75%
Golf	7.50%
Volleyball	8.75%
Softball	8.75%
Soccer	8.75%

Junior High School Athletics

Athletic Director

6.25%

The Athletic Director at the junior high school shall be assigned to teach a maximum of three (3) class periods of instruction. The remainder of the Athletic Director's work day will be used for preparation and duties related to the Athletic Department. If additional athletic responsibilities are added, the Board and Association agree that a remedy will be sought as soon as practicable.

Head Coaches:

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

SCHEDULE B - Continued

Junior High School Athletics - Continued

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

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

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

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

HIGH SCHOOL

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

JR. HIGH SCHOOL

Spirit Club	2.65%
Cheerleading	2.30%
Newspaper	2.30%
Yearbook	2.30%
Class Play Directing	3.25%
Band - Junior High/Elementary	
(Per person, maximum of 2 persons)	4.00%
Student Council (one (1) person per building)	2.50%

SCHEDULE B - Continued
JUNIOR HIGH SCHOOL

Intramural Athletics Director (Two (2) persons per season - three (3) seasons)	1.77%
Vocal Music	3.00%
National Honor Society	1.33%

ELEMENTARY SCHOOL

Safety Squad	3.25%
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SPECIAL SERVICES

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

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

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

181

HIGH SCHOOL AND JUNIOR HIGH SCHOOL

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

Same as hourly rate ARTICLE IV, Section G

2. Secondary School Department Coordinators

.5% Full-time teacher equivalent in the department

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

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

SCHEDULE C

Insurance

Teacher Life Insurance Coverage

Life of Teacher	\$50,000
Accidental Death and Dismemberment	\$50,000

Dependent Life Insurance Coverage

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

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

Coverage - Blue Cross/Blue Shield (4.0) "Four Point" Plan -semi-private room
Mandatory Second Opinion rider
Pre-determination rider

NOTE: The parties recognize the desirability of a \$2,000,000 life time cap on medical benefits. To that end, the Association and the Administrative representatives of the Board shall mutually explore the overall feasibility of establishing such a cap with Blue Cross/Blue Shield prior to the expiration of this agreement.

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

Qualifying Period:	Accident - exhaustion of accumulated sick leave *Sickness - 7 work days or the exhaustion of accumulated sick leave, whichever occurs last Workers' Compensation - after forty (40) weeks
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Benefit: 66 2/3% of monthly salary² not to exceed a maximum of \$3,500 per month

Maximum: Maximum Benefit Period	Accident - Age 65 Sickness - Age 65
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Type of Coverage 24 hour

Integration with other income benefits

1. Workers Compensation
2. Michigan Public School Employee Retirement Fund

² Monthly salary - annual contract salary divided by 12

SCHEDULE C - Continued

3. Social Security - Family
4. Any employer-sponsored disability or retirement plan

Teacher Long Term Disability Insurance coverage - Continued

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

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

1. Dental insurance coverage will be in effect from September 1, 1993 through August 31, 1996.
2. Teachers who have dual dental insurance coverage as a consequence of their spouse's employment either with the Board or elsewhere shall receive Blue Cross 50-50-50 coverage.

The coverage will be as follows: Blue Cross Dental

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

OS-10 MBL \$2,500

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

** \$1,500 Benefit

Class IV	90% Orthodontic Rider - \$2,500 lifetime benefit
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Vision Insurance Coverage for Teachers, Dependent Spouses, and/or Dependent Children
The Board shall provide a group vision insurance program with the following annual benefits per teacher, dependent spouse, or dependent child (each).

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

SCHEDULE C - Continued

corrected to 20/70 or better by the use of contact lenses.

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

Legal Garden City Public Schools - Self-Administered basis, benefits equal to those provided by Super MEALS II.

Option Eligible bargaining unit members not electing health insurance will receive \$100 per month (\$1,200 per year), to be remitted by the last day of each month to a 403-B approved tax deferred annuity currently offered by the district.

NOTES

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

GARDEN CITY SCHOOL DISTRICT
Section 125 Plans

1. Full-time members

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

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

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

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

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

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

*quoted COBRA rate

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

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

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

GARDEN CITY SCHOOL DISTRICT
SECTION 125 PLAN
AND
ELECTION FORM
(Full time members)

If you are eligible to be covered under the District's healthcare plan as of October 1, 19__, and if you have healthcare coverage from another source, you may elect to waive coverage under the District's healthcare plan for the 19__-19__ plan year (10-1-__ through 9-30-__) and, instead, to receive a cash payment equal to \$1,200 (\$100 a month). This cash payment will be taxable and will be in addition to your regular compensation from the District. Participation in this flexible benefits program is subject to the following terms and conditions:

1. Your election to receive healthcare coverage for the 19__-19__ plan year is irrevocable unless you have a change in family status (see attached page for examples of change in family status). If you have a change in family status and subsequently elect the cash payment, you will begin to receive your monthly payment (\$100) for the month following your new election. Absent a change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.
2. Your election to receive the cash payment also is irrevocable for the entire 19__-19__ plan year unless you have a change in family status. If you have a change in family status and subsequently re-enroll in the District's healthcare plan, your coverage will be effective on the first day of the month following re-enrollment. Absent another change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.
3. If you elect the cash payment, you will receive your payments in \$100 monthly installments.
4. You will not be permitted to elect the cash payment in lieu of health care coverage unless you can represent to the District that you have healthcare coverage from another source and you identify that source.
5. Subject to existing collective bargaining agreements, the District reserves the right to modify or terminate the program prospectively, that is, with respect to future years only. The District shall have the authority to construe and interpret the terms of this program and shall decide all questions of eligibility and shall determine the amount, manner and timing of payments under the program.

EXAMPLES OF CHANGES IN FAMILY STATUS (including but not limited to)

- 1) You are married or divorced;
- 2) Your spouse or child dies;
- 3) You adopt a child or a child of yours is born;
- 4) Your spouse begins or terminates employment, or is laid off or loses benefits or benefits are reduced or co-payment is increased;
- 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa

19__-19__ ELECTION FORM

I wish to continue my current healthcare coverage under the District's plan with no change for the 19__-19__ plan year.

I have health coverage under the _____ Plan, and I wish to waive coverage for the 19__-19__ plan year and to receive, instead, a cash payment of \$1,200 paid in monthly \$100 installments.

I have read and understand the foregoing explanation of the Section 125 program offered by the District and I understand that my election above is irrevocable for the 19__-19__ plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date: _____

Employee: _____

(Optional)

Date: _____

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

GARDEN CITY SCHOOL DISTRICT
SECTION 125 PLAN
AND
ELECTION FORM
(For full time members working less than a full day)

If you are eligible to be covered under the District's healthcare plan as of October 1, 19__, and if you have healthcare coverage from another source, you may elect to waive coverage under the District's healthcare plan for the 19__-19__ plan year (10-1-__ through 9-30-__) and, instead, to receive a cash payment equal to \$____ (prorated based upon \$1,200) \$____ (prorated based on \$100 a month). This cash payment will be taxable and will be in addition to your regular compensation from the District. Participation in this flexible benefits program is subject to the following terms and conditions:

1. Your election to receive healthcare coverage for the 19__-19__ plan year is irrevocable unless you have a change in family status (see attached page for examples of change in family status). If you have a change in family status and subsequently elect the cash payment, you will begin to receive your monthly prorated payment (\$____) for the month following your new election. Absent a change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.
2. Your election to receive the cash payment also is irrevocable for the entire 19__-19__ plan year unless you have a change in family status. If you have a change in family status and subsequently re-enroll in the District's healthcare plan, your coverage will be effective on the first day of the month following re-enrollment. Absent another change in family status, your next opportunity to elect the cash payment will be in September, 19__, for the 19__-19__ plan year.
3. If you elect the cash payment, you will receive your payments in \$____ monthly installments.
4. You will not be permitted to elect the cash payment in lieu of health care coverage unless you can represent to the District that you have healthcare coverage from another source and you identify that source.
5. Subject to existing collective bargaining agreements, the District reserves the right to modify or terminate the program prospectively, that is, with respect to future years only. The District shall have the authority to construe and interpret the terms of this program and shall decide all questions of eligibility and shall determine the amount, manner and timing of payments under the program.

EXAMPLES OF CHANGES IN FAMILY STATUS (including but not limited to)

- 1) You are married or divorced;
- 2) Your spouse or child dies;
- 3) You adopt a child or a child of yours is born;
- 4) Your spouse begins or terminates employment, or is laid off or loses benefits or benefits are reduced or co-payment is increased;
- 5) You or your spouse's employment status is changed from full-time to part-time, or vice-versa

19__-19__ ELECTION FORM

I wish to continue my current healthcare coverage under the District's plan with no change for the 19__-19__ plan year.

I have health coverage under the _____ Plan, and I wish to waive coverage for the 19__-19__ plan year and to receive, instead, a cash payment of \$_____ paid in monthly \$_____ installments.

I have read and understand the foregoing explanation of the Section 125 program offered by the District and I understand that my election above is irrevocable for the 19__-19__ plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date: _____

Employee: _____

(Optional)

Date: _____

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

SCHEDULE D
School Schedules

SENIOR HIGH SCHOOL SCHEDULE

7:15	-Teachers' normal reporting time
7:30 - 8:25	-First Period (55 minutes)
8:30 - 9:30	-Second Period (60 minutes)
9:35 - 10:30	-Third Period (55 minutes)
10:35 - 11:05	-A Lunch (30 minutes)
11:10 - 12:10	-Fourth Period (60 minutes)
10:35 - 11:05	-Fourth Period 1st half (30 minutes)
11:10 - 11:40	-B Lunch (25 minutes)
11:45 - 12:10	-Fourth Period 2nd half (30 minutes)
12:15 - 1:10	-Fifth Period (55 minutes)
1:15 - 2:10	-Sixth Period (55 minutes)
2:35	-Teachers' normal leave time

JUNIOR HIGH SCHOOL SCHEDULE

7:45	-Teachers' normal reporting time
8:00 - 9:00	-First Period
9:05 - 10:00	-Second Period
10:05 - 11:00	-Third Period
11:05 - 11:35 Lunch	-A Lunch
11:40 - 12:40 Class A	-Fourth Period
11:05 - 11:35 1st half class (30 min)	- Fourth Period
11:40 - 12:10 Lunch	-B Lunch
12:15 - 12:40 2nd half class (25 min)	- Fourth Period
11:05 - 12:05 Class C	-Fourth Period
12:10 - 12:40 Lunch	-C Lunch
12:45 - 1:40	-Fifth Period
1:45 - 2:40	-Sixth Period
3:05	-Teachers' normal leave time

NOTE: Teachers with B Lunch would not have it the second semester.
Would exchange times with either A or C Lunch. All lab classes given A or C Lunch.

SCHEDULE D - Continued

ELEMENTARY SCHEDULE

Douglas/Lathers/ Memorial	Henry Ruff	Farmington	
8:20	8:15	8:35	- Teachers' normal reporting time
8:30 - 11:25	8:25 - 11:20	8:45 - 11:40	- Morning Session
11:25 - 12:25	11:20 - 12:20	11:40 - 12:40	- Teachers' Lunch and Assigned Preparation Period
12:25 - 3:10	12:20 - 3:05	12:40 - 3:25	- Afternoon Session
3:10 - 3:40	3:05 - 3:35	3:25 - 3:55	- Teachers' Assigned Preparation Period
3:40	3:35	3:55	- Teachers' normal leave time

Farmington, Memorial, Henry Ruff schedules to be on a rotating basis.

DEVELOPMENTAL LEARNING PROGRAM SCHEDULE (Burger Center)

8:00	- Teachers' normal reporting time
8:10	- Teachers in Classrooms
8:15 - 11:15	- Morning Session (includes bussing)
11:15 - 11:45	- Teachers' Lunch
11:45 - 12:15	- Teachers' Assigned Preparation Period
12:15 - 2:55	- Afternoon Session (includes bussing)
2:55 - 3:20	- Teachers' Assigned Preparation Period
3:20	- Teachers' normal leave time

Attachment to SCHEDULE D

ELEMENTARY PLANNING TIME

In order to provide release time for elementary teacher planning purposes, all elementary students will be released four (4) 1/2 days during the 1993-94 school year. The dates of these 1/2 day release shall be: September 19, 1995; November 7, 1995; January 25, 1996 and March 6, 1995.

Additionally, all elementary teachers who are assigned to positions during 1993-94 which were serviced by art/music and physical education consultant staff during the 1991-92 school year or who are assigned to positions which received planning time in connection with art/music and physical education during the 1991-92 school year (i.e. kindergarten) shall be released six (6) full days for individual teacher planning purposes during the 1993-94 school year.

Appropriate notice of the scheduled release for each individual teacher shall be provided for each month in which teacher release is scheduled (November, December, February, March, April and May).

The District's personnel office shall provide each elementary building a substitute allocation sufficient to provide the established release time for teachers assigned to the respective elementary school buildings. The specific days each teacher is released shall be determined by individual building principals in consultation with their respective elementary school buildings. The specific days each teacher is released shall be determined by individual building principals in consultation with their respective union building representatives. The President of the G.C.E.A. and the Associate Superintendent shall have the final authority to determine the specific release days if agreement cannot be reached at the building level. The intent of this language is to provide substantial flexibility to staff in helping to determine specific dates they will be released.

Buildings shall submit to the Personnel Office monthly reports of scheduled and actual release time which has been provided to individual teachers.

During times of teacher release under this provision, students shall be instructed by District provided substitute teachers. Individual teachers shall provide lesson plans for the substitute which all for meaningful instruction to take place.

It is understood that teachers will be in the school building during times of individual planning release. In the event a teacher is not present on a day scheduled for individual planning release, the teacher shall forfeit the lost planning time for that month.

SCHEDULE E

	1995-96	1996-97	1997-98	1998-99	
August	30-31	28-30	26-28	31	New Hire - Inservice Days
August			29		New Hire - Inservice Day
September	1			1-2	New Hire - Inservice Days
September	5-6	3-4	2	3-4	Teacher Work Day(s)
	4	2	1	7	No School-Labor Day
	7	5	3	8	Secondary Orientation
	8	6	4	9	1st Full Day for Secondary
	7	5	3	8	1st Full Day for Elementary
November	10	8	7	6	End of 1st Marking Period
	23-24	28-29	27-28	26-27	No School-Thanksgiving
December	25-29	23-31	22-31	21-31	No School-Winter Recess
January	1-5	1-3	1-2	1	No School-Winter Recess
	26	24	23	22	Teacher Work Day
	26	24	23	22	End of First Semester
March	29		27	26	End of 3rd Marking Period
March		28-31			No School-Spring Recess
April		11			End of 3rd Marking Period
April	5-12		10-17	2-9	No School-Spring Recess
May	27	26	25	31	No School-Memorial Day
June	12-13	11-12	10-11	9-10	Teacher 1/2 Work Days
	13	12	11	10	Last Day of School for All Students
	14	13	12	11	Teacher Work Day

SCHEDULE E
GARDEN CITY PUBLIC SCHOOLS
1995-96 CALENDAR

August

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

September (17 da*)

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

October (22 da*)

M	T	W	TH	F
	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November (20 da*)

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

December (16 da*)

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

January (17 da*)

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

February (21 da*)

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

March (21 da*)

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

April (16 da*)

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

May (22 da*)

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

June (9 da*)

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
		R1/2	R1/2	R

KEY

/ = End of Marking Period

 = No School

+ = End of Semester

R = Teacher Work Day
(Records Day)

1/2 = Count as Full Day,
M & A

IN = New hire report date
(3 day - inservice training)

Marking Periods

9-7-95	-	11-10-95	47
11-13-95	-	1-26-96	42
1-29-96	-	3-29-96	45
4-1-96	-	6-14-96	47

Instr. Days *

47
89
134
181

Tchr Work Days

49	(52)
43	
45	
48	
185	(188)

SCHEDULE E

GARDEN CITY PUBLIC SCHOOLS

1996-97 CALENDAR

August

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

September (18 da*)

M	T	W	TH	F
2	3	4	5	6
	R	R		
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October (23 da*)

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

November (19 da*)

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

December (15 da*)

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January (19 da*)

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
				/+R

February (20 da*)

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

March (19 da*)

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

April (18 da*)

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

May (21 da*)

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

June (9 da*)

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
		R1/2	R1/2	R

KEY

/ = End of Marking Period

☐ = No School

+ = End of Semester

R = Teacher Work Day
(Records Day)

1/2 = Count as Full Day,
M & A

IN = 1st & 2nd Yr. Prob. Tchrs.
(3 day-Inservice Training)

Marking Periods

9-5-96	-	11-8-96
11-11-96	-	1-24-97
2-3-97	-	4-11-97
4-14-97	-	6-12-97

Instr. Days *

47	47
42	89
49	138
43	181

Tchr Work Days

49	(52)
43	
49	
44	
185	(188)

SCHEDULE E

GARDEN CITY PUBLIC SCHOOLS 1997-98 CALENDAR

August

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

September (20 da*)

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

October (23 da*)

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

November (18 da*)

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

December (15 da*)

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

January (19 da*)

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

February (20 da*)

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March (22 da*)

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			/

April (16 da*)

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

May (20 da*)

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

June (9 da*)

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
		R 1/2	R 1/2	R

KEY

/ = End of Marking Period

or # = No School

+ = End of Semester

R = Teacher Work Day
(Records Day)

1/2 = Count as Full Day,
M & A

IN = 1st & 2nd Yr. Prob. Tchrs.
(3 da-Inservice Training)

= 3rd Yr. Prob. Tchrs
(2 day-Inservice Training)

Marking Periods

9-3-97	-	11-7-97
11-9-97	-	1-23-98
1-26-98	-	3-27-98
3-30-98	-	6-11-98

48
42
45
47

Instr. Days *

48
90
135
182

Tchr Work Days

50 (53)
43
49
44
186 (189)

SCHEDULE E

GARDEN CITY PUBLIC SCHOOLS 1998-99 CALENDAR

August

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

September (22 da*)

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

October (22 da*)

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

November (19 da*)

M	T	W	TH	F
2	3	4	5	6
				/
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December (15 da*)

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

January (19 da*)

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

February (20 da*)

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

March (23 da*)

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

April (16 da*)

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

May (20 da*)

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

June (9 da*)

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
		R1/2	R1/2	R

KEY

/ = End of Marking Period

or # = No School

+ = End of Semester

R = Teacher Work Day
(Records Day)

1/2 = Count as Full Day,
M & A

IN = 1st & 2nd Yr. Prob. Tchrs.
(3 da-Inservice Training)

= 3rd Yr. Prob. Tchrs
2 day-Inservice Training)

Marking Periods

9-1-98	-	11-6-98
11-9-98	-	1-22-99
1-25-99	-	3-26-99
3-30-99	-	6-11-99

Instr. Days *

49	49
42	91
45	136
47	183

Tchr Work Days

51	(54)
43	
45	
48	
187	(190)

APPENDIX A

GARDEN CITY PUBLIC SCHOOL
GARDEN CITY, MI 48135
PROBATIONARY CONTRACT

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

WITNESSETH:

1. The District agrees to hire the said _____, as a Teacher for the school year 199__-9__ consisting of 10 months, beginning **SEPTEMBER** __, 199_ and ending **JUNE** __, 199_ and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.

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

3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract commencing on the ____ day of **SEPTEMBER, 199_** in

21 installments, () or

26 installments, ()

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

4. The Teacher represents that by the ____ day of **SEPTEMBER, 199_** he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcripts, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.

5. It is expressly understood and agreed that, teacher not having yet satisfactorily completed the relevant probationary period, this contract shall be a Probationary **one(1)/two(2)** 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, 1991**, as extended through 1995-96.

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

TEACHER

ASSOCIATE SUPERINTENDENT

APPENDIX B

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

THIS CONTRACT, entered into this ____ day of ____ A.D. **199** by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____ (hereinafter termed the TEACHER).

WITNESSETH:

1. The district agrees to hire the said _____ as Teacher for the **199-9** school year consisting of **10 months**, beginning **September**, **199** and ending **June**, **199**, and the Teacher agrees to serve the District as a teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.
2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.
3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract, commencing on the ____ day of **September, 199** in
twenty-one (21) installments or
twenty-six (26) installments
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
4. The Teacher represents that he/she holds all certificates and other qualifications required by law for the teacher of this District. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.
5. No Teacher employed in an administrative capacity or in a capacity other than as a classroom teacher shall be granted tenure in such capacity by virtue of the within contract of employment, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education to re-employ such Teacher in any such capacity shall not be deemed a demotion with the provisions of Act 4 of Michigan Public Acts of 1937, extra session, as amended. Further, pursuant to the aforesaid Act 4 of the Michigan Public Act of 1937, extra session, continuing tenure shall not apply to an assignment of extra duty for extra pay.
6. This contract is subordinate to the master agreement effective **September 1, 1991**, as extended through 1995-96.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of **SEPTEMBER, 199**.

Teacher

Associate Superintendent

APPENDIX C

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

THIS CONTRACT, entered into this ____ day of _____, A.D. 199__ by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, County of Wayne, State of Michigan, (hereinafter termed the DISTRICT), and _____ (hereinafter termed the TEACHER).

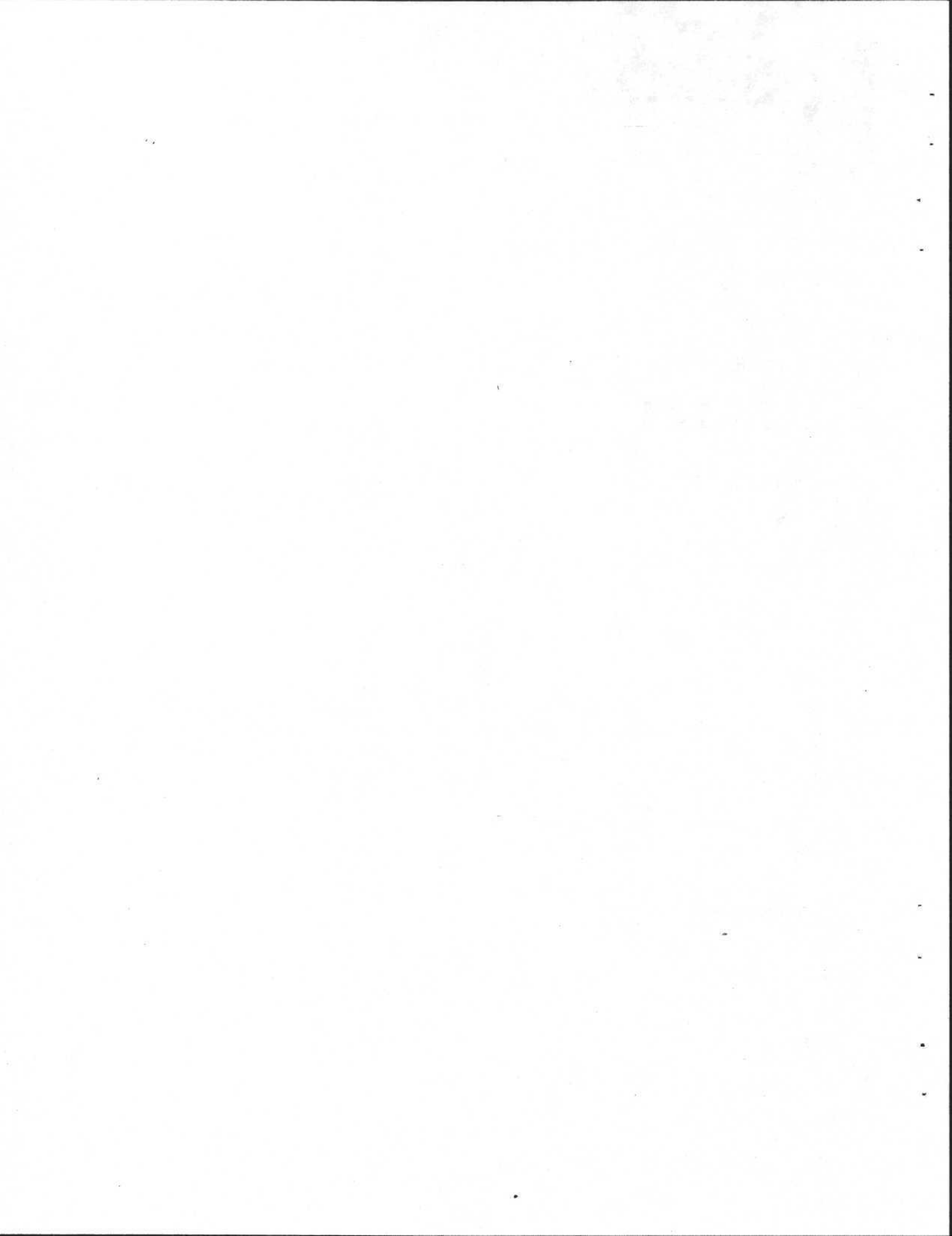
WITNESSETH:

1. The District agrees to hire the said _____, as Teacher for the school year 199 -9, consisting of Ten (10) months, beginning September, 199 and ending June 17, 199 and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.
3. The District agrees to pay the Teacher a salary in the amount of _____ for the term of this contract, commencing on the ____ day of September, in
twenty-one (21) installments, () or
twenty-six (26) installments, ()
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
4. The Teacher represents that by the ____ day of September, 199 he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcripts, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The Teacher does hereby agree to obtain a renewal of certification from the State Board of Education on or before the ____ day of September, 199, and also that the said certificate shall be duly filed with the District on or before the ____ day of September, 199. 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, 1991, as extended through 1995-96.

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

Teacher

Associate Superintendent



APPENDIX D

AGREEMENT AND ACKNOWLEDGMENT

IN CONSIDERATION of my employment by and with the Board of Education of the School District of the City of Garden City, County of Wayne, State of Michigan, I, _____, do hereby agree and acknowledge as follows:

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

WITNESS:

Signature

Signature

Dated

Dated

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of September, 1995 and shall continue in effect for four (4) years, until the thirty-first day of August, 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

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

GARDEN CITY EDUCATION ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

By _____
Chief Negotiator

By _____
Chief Negotiator

This agreement is dedicated to the memory of Beverly Fristick.

EVALUATION LETTER OF UNDERSTANDING

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

Should the Association prevail, the evaluation form, timelines and procedures will be considered part and parcel of the contract, and will not be altered unless negotiated and ratified by both parties.

Accordingly, tenured members would not be evaluated more than once every three years, unless on a plan of assistance.

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

For the Garden City Education Association

Date

For the Garden City School District

Date

GARDEN CITY PUBLIC SCHOOLS
Garden City, Michigan

Teacher Evaluation Handbook

June, 1980

Dr. J. Michael Washburn, Superintendent

Evaluation Study Committee

Pat Pehrson, Douglas School
Bill Deighton, Radcliff Junior High
Terry Qua, East/West High Schools
Mike Revers, Pre Voc, Vogel Center
Wendy Betway, Marquette Center
Neil Hamlin, Cambridge Junior High

Harold Estelle, Douglas School
Charles Gumina, Cambridge Junior High
James Niland, West High School
Margaret Naumes, Special Services
Dick Enos, Department of Curriculum Services
Don Beatty, Deputy Superintendent

Contents

- I. Purpose
- II. Summary of Process
- III. Guidelines for the Process
 - A. Legal Relationships
 - B. Goal Statement Process
 - C. Interim Years Between Formal Evaluation
- IV. Evaluation Calendar
- V. Teacher Self-Evaluation Form
- VI. Summary Evaluation Report

I. Purpose

In an effort to open communication between administrators and teachers, and believing that evaluation is an important element in the improvement of the quality of the Garden City Public Schools, it has been determined that the purpose for the evaluation process are:

- A. To improve the quality of instruction.
- B. To provide a method of evaluation which recognizes the professional status, responsibility, individual dignity and personal rights of the teachers and administrators.
- C. To encourage self-improvement on the part of the teacher.
- D. To provide an opportunity for communication and shared decision-making between teachers and the administration.
- E. To provide an opportunity for administrative support to teachers as they work toward individual, grade level, department and district goals.
- F. To provide a format of consistency in the evaluation process through the district.

II. Summary of Process

Prior to evaluation a set of goals for the district, buildings, departments and grade levels will be developed and revised annually. These goals will be published and made available to each employee early in the school year.

Each teacher will complete a self-evaluation, review the goal statements and plan personal goals for the year.

Early in the year, the teacher and supervisor will meet to develop a mutual set of goal statements.

Observations and progress review meetings will take place as often as needed by either the teacher and/or the supervisor.

Prior to June 1, the teacher and supervisor will meet and mutually develop the Evaluation Summary Report to be filed with the personnel department.

III. Guidelines for the Process

A. Legal Relationships

No part of this process is intended to limit or change employee, administrator or employer rights under the Tenure Act, association contracts, Board of Education Policy or applicable laws.

B. Goal Statement Process

1. Purpose: To encourage self-improvement on the part of the teacher and the instructional program.

2. Characteristics:

- (a) Goals should be meaningful and not necessarily limited to the items on the self-evaluation checklist.
- (b) Goals may be personal, in common with other teachers, all-school, or all-district in scope.
- (c) The goal should be shared with the administrator and mutually agreed upon.
- (d) Goals may be altered, amended, or revised through mutual agreement between the teacher and the administrator if it appears that the original goals are deemed unattainable, impractical, or simply misjudged.

3. Evaluation of Goals:

At the end of the evaluation period, the teacher and administrator shall mutually discuss progress toward goals.

4. Written Goal Statement Content:

- (a) My goals for the year are:
- (b) The resources I need are:
- (c) My resources toward these goals:

5. Appeals Process:

(a) Breakdown of mutual goal setting:

If the teacher and the administrator cannot reach agreement on mutual goals, each has the right to develop goals and attach rationale for the goals.

(b) Appeal of summary evaluation:

The teacher may appeal the final summary evaluation by attaching statements expressing the areas of concern and rationale for the teacher's position.

C. Interim Years Between Formal Evaluation

Teachers will complete self-evaluation forms and write personal goals. The teacher and administrator will meet during the first semester to discuss resources needed.

IV. Evaluation Calendar

Preparation

1. During the year, district goal will be provided to teachers for the following school year.
2. Teachers and administrators will develop and distribute building goals for the school year.
3. Teachers and administrators will develop and distribute grade level, departmental and program goals for the school year.
4. Goals will be shared district-wide.

Timeline

By April 30 of the previous year.

By October 15.

By October 31

By November 30

Process Guidelines

1. Interested teachers can request evaluation
Administrators will identify teachers for evaluation.
2. Teacher will complete a Self-Evaluation (please see form). Does not need to be shared. This involves personal goal setting and concerns. District, building and department goals will be provided for review.
3. Administrator can make class observation(s). If requested by the teacher or needed by the administrator, the observation will be scheduled at a mutually agreed upon time(s).
4. This mutual planning conference will take place. This involves discussion of general goals and concerns and the development of a statement of mutual goals.
5. Progress exchange(s) can take place at the option of either party; these can be verbal or written. The teacher has the option to have a written response. Classroom observations are carried out as requested or needed.

Teacher by
October 15
Administrator by
October 3.

Issue instrument to
all teachers by
September 3

To take place
before the #4
conference

Set by mutual
consent, but by
December 7

No time limit

6. An evaluation conference will take place.
(See Summary Evaluation Form)
The evaluation should not be written before
the conference but can be developed in the
conference by mutual agreement.

Set by mutual
consent by
May 15

7. A summary written evaluation will be sent to
the personnel department.
The teacher has the right to attach a written
response within five teaching days if desired.

By June 1

Teacher Self-Evaluation

Satisfactory Needs Improvement

1. Personal Qualities

☐☐

A. Am I neat and well groomed?

☐☐

B. Do I communicate effectively?

☐☐

C. Do I demonstrate mature behavior and emotional stability?

☐☐

D. Do I evidence respect for others by my speech and actions?

☐☐

E. Am I dependable, punctual and accurate in performance of school routine?

☐☐

F. Do I adhere to building and district policies?

☐☐

G. Is my attendance on the job consistent and satisfactory?

Specific Area(s) of Concern _____

2. Knowledge of Subject Matter

☐☐

A. Do I make an effort to improve my knowledge of subject matter?

Specific Area(s) of Concern _____

3. Development of Effective Learning Experiences

☐☐

A. Do I show evidence of careful planning and good organization?

☐☐

B. Do I formulate realistic goals?

☐☐

C. Do I motivate my students to achieve goals?

☐☐

D. Do I give clear and adequate directions and explanations to my students?

☐☐

E. Do I communicate effectively?

☐☐

F. Do I use a variety of methods, techniques and materials in presenting my lessons?

Satisfactory Needs Improvement

☐
☐

G. Are my assignments reasonable and in keeping with the ability of individual students in my class?

☐
☐

H. Do I utilize supportive staff for students who have special needs?

☐
☐

I. Do I supply adequate plans for my substitute teacher which are clear, concise and easy to follow?

☐
☐

J. Do I keep accurate and adequate records indicating the progress of my students?

Specific Area(s) of Concern _____

4. Classroom Management

☐
☐

A. Do I maintain a classroom climate conducive to learning?

☐
☐

B. Do I assume appropriate responsibility for the physical environment of the classroom?

☐
☐

C. Do I maintain consistent and reasonable classroom control?

Specific Area(s) of Concern _____

5. Relationship with Students

☐
☐

A. Do I establish and maintain good rapport with my students?

☐
☐

B. Am I sympathetic, patient and understanding; fair and impartial; sensitive to emotional needs of my students?

☐
☐

C. Do I provide opportunities for students to develop self-discipline and responsibility?

☐
☐

D. Do students generally convey positive reactions to being members of my class?

☐
☐

E. Do I exhibit trust and respect for my students?

☐
☐

F. Do I help students develop a positive self-concept?

☐
☐

G. Do I help students to develop sensitivity to the rights and feelings of others?

Satisfactory Needs Improvement

☐
☐

H. Are my grading policies within reasonable expectations of my students.

Specific Area(s) of Concern _____

6. Relationship with Parents and Community

☐
☐

A. Do I keep parents adequately informed of their children's status and progress and attendance?

☐
☐

B. Do I use discretion in discussing controversial school issues with community members?

☐
☐

C. Do I use discretion in discussing professional competency of fellow staff members?

☐
☐

D. Do I use discretion in discussing abilities, disabilities and activities of students?

☐
☐

E. Do I use discretion in discussing professional decisions made by staff and/or administrators?

☐
☐

F. Do I present a positive image as a professional educator?

☐
☐

G. Do I extend class activities to school community where such inter-action is mutually beneficial?

Specific Area(s) of Concern _____

7. Relationships with Staff

☐
☐

A. Do I work harmoniously with members of school staff?

☐
☐

B. Do I cooperate with other staff in the building, make positive contributions to harmonious congenial staff relationships?

☐
☐

C. Do I assume a fair share of responsibility for the overall program in my school?

☐
☐

D. Do I seek assistance of other staff members when needed?

☐
☐

E. Am I pleasant and reasonable in my relations with both instructional and non-instructional staff in my school?

Specific Area(s) of Concern _____

Satisfactory Needs Improvement

☐☐

8. Professional Growth and Responsibility

A. Do I take advantage of opportunities for professional growth and responsibility by participating in formal educational program, inservice, visitations, workshops and district study committees?

Specific Area(s) of Concern _____

9. Contributions to and Achievement of District and Building Goals

☐☐

A. Do I work towards achieving district and building goals?

Specific Area(s) of Concern _____

10. Progress Towards Mutually Set Goals

☐☐

A. Were they achieved?

Specific Area(s) of Concern _____

11. Other Comments by teacher and/or administrator on areas not covered above.
(Example: What supportive help do I need to achieve my goals.)

GARDEN CITY PUBLIC SCHOOLS

SUMMARY EVALUATION REPORT FOR CERTIFIED PERSONNEL

Teacher's Name _____ School Year _____

Current School/Assignment _____ Date of Report _____

Employment Status: _____ Date of Last Evaluation _____

1st year probation _____ 2nd year probation _____ Seniority Date _____

3rd year probation _____ 4th year probation _____ Tenure _____

Grade Level(s) taught _____

Secondary Subjects taught _____

(Circle the above classes or grade level taught for the first time)

Years in this building/department _____

Satisfactory	Needs Improvement	
--------------	-------------------	--

☐☐

1. Personal qualities _____

☐☐

2. Knowledge of subject matter _____

☐☐

3. Development of effective learning experiences _____

☐☐

4. Classroom management _____

☐☐

5. Relationship with students _____

☐☐

6. Relationship with parents and community _____

☐☐

7. Relationship with staff _____

☐☐

8. Professional growth and responsibility _____

Satisfactory Needs Improvement

☐☐

9. Contribution to district _____

☐☐

10. Progress toward mutually set goals _____

☐☐

11. Other _____

☐☐

12. Special recognition _____

☐

Additional narrative attached

If an area needs improvement the administrator must clarify the specific concerns and offer positive suggestions for improvement and support.

Recommended for continued employment: **Yes** _____ **No** _____

Probationary teacher: Recommended **Probation** _____ **Tenure** _____

Administrative Signature

Date

I have received a copy of this evaluation and understand a copy of this document shall be included in my personnel file.

Teacher's Signature

Date

I plan to attach a response to this report: Yes _____ No _____

Distribution:

Original/Personnel Office
Copy/Teacher
Copy/Principal
Copy/Program Director

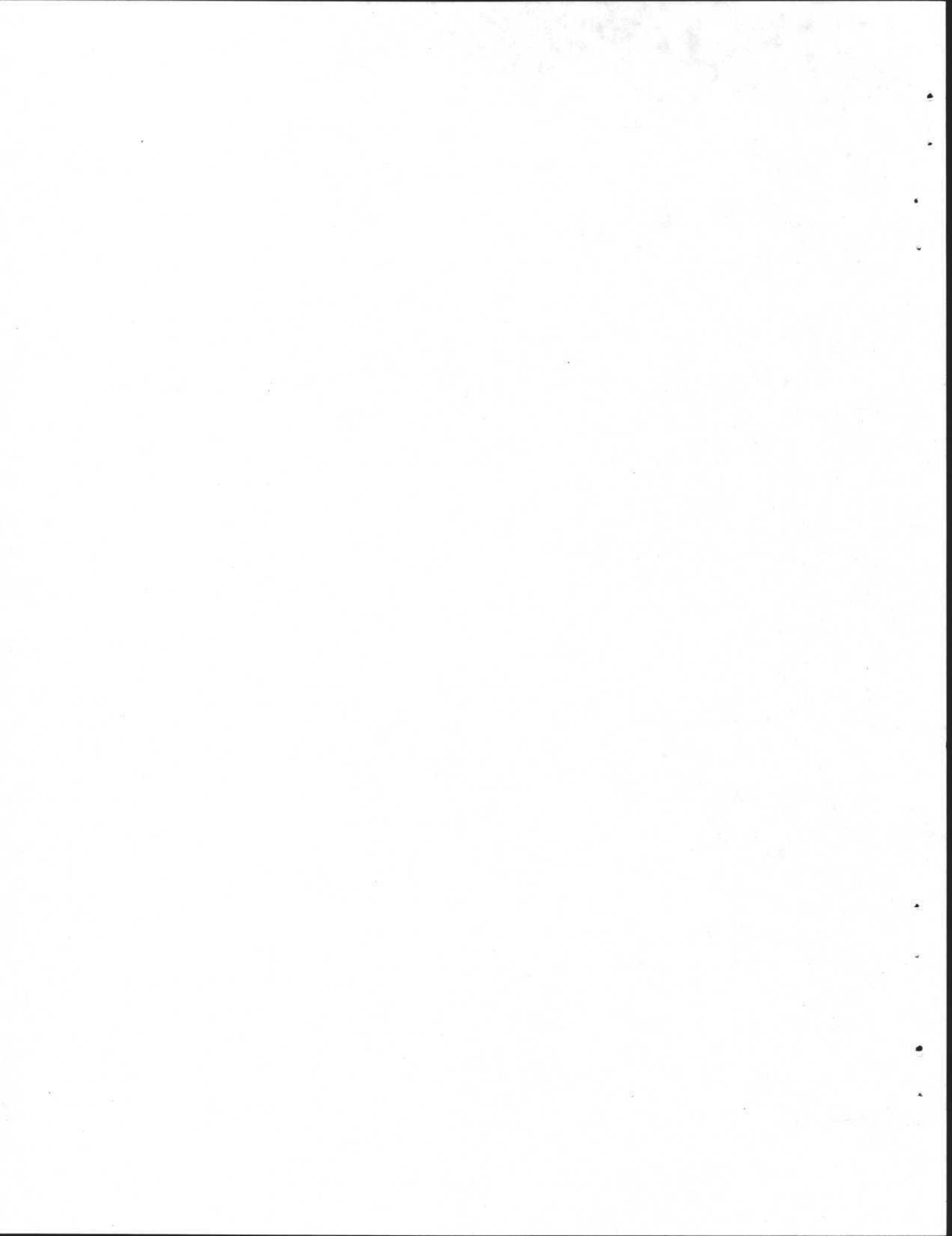
The teacher's signature on this evaluation is not interpreted as agreement, but only indicates that he/she has seen and received a copy of the evaluation. This evaluation is considered by both parties a confidential communication between the two parties.

Form #2-9-105

Revised: 2/15/95 rmc

EVALUATION PROCESS FLOW CHART

	Board of Education	Superintendent	Dept Supervisor	Bldg Principal	Grade Level Teachers	Teacher	District Wide
Goals Responsibility	District Goals Revised Annually	Instruction & Department Building Goals Revised Annually	Department Program or Building Goals Revised Annually	Grade Level Goals Revised Annually	Self Evaluation or or Personal Goals Need not be shared	Instructional Goals to be received by September 30 Revised Annually	Sharing of Goals District Wide
Time Line on Goals	By April 30th of Previous year Revised Annually	By October 31 Revised Annually	Departments by October 31 Buildings by October 15 Revised Annually	October 31 Revised Annually	Instructional Goals by October 31 Revised Annually	By November 30 Done Annually	
Time Line for Evaluation Process			Teachers may request by October 15 Administration will identify by October 31		Teacher may request by October 15 Administration will identify by October 31		
Planning Conferences Mutual			Department Heads and Teachers Principals and Teachers Progress Exchanges No time limit		Principal and Teachers Mutual consent by December 7 Progress Exchanges No time limit		
Class Visits			As needed or requested		As requested		
Written Evaluations			Self Evaluation by September 30		Self Evaluation by September 30		
Annual Conferences			Set by Mutual Consent by May 15		Set by Mutual Consent May 15		
Annual Evaluation Summary Report by Mutual Agreement			Mutually Agreed upon by June 1		Mutually Agreed upon by June 1		



LETTER OF AGREEMENT
between
THE GARDEN CITY BOARD OF EDUCATION
and
THE GARDEN CITY EDUCATION ASSOCIATION

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

ELIGIBILITY AND QUALIFICATIONS

- A. Full-time members of the G.C.E.A., as defined by Article I of the 1993-96 Master Agreement, who were in active pay status as of December 23, 1994 and who have been actively employed by the Garden City Public Schools on a full-time basis for a minimum of ten years (herein called Members), and who wish to apply for the Voluntary Severance Incentive (VSI) plan must submit a written resignation to the District's Personnel Department. In order to comply with specific federal regulations, said resignation must be received by the Personnel Department not later than 4:00 p.m., July 10, 1995, and must have an effective date between July 1, 1995 and August 31, 1995 (except for those members at least 55 years of age but less than 60 years of age who do not have 30 years of service credit with MPSEB, in which case the effective date shall be June 30, 1995).
- B. Members whose resignations are accepted by the Board of Education under the VSI must return a notarized copy of the attached Voluntary Severance Incentive Benefits Agreement and Waiver and Release of Claims to the District's Personnel Office not later than 4:00 p.m., July 10, 1995. Failure to provide the properly executed Voluntary Severance Incentive Benefits Agreement and Waiver of Claims by the specified date will result in the forfeiture of all benefits due under the VSI.

PROVISIONS

- A. The District shall provide a monetary incentive to qualifying members who resign under the terms of the VSI Plan, beginning with the last payroll of December, 1995 and continuing as determined by the following schedule:

If 14 or fewer Members resign:

no benefit

If 15 to 19 Members resign:

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

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

If 20 or more Members resign:

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

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

- B. There shall be no upper limit on the number of qualifying Members who may receive the appropriate monetary incentive as specified above.
- C. Recognizing that Members interested in participating in the VSI will not know the exact amount of the incentive to be paid at the time they submit their resignations, the District shall not take any formal action with respect to the VSI resignations until the first Board of Education meeting in July (July 10, 1995). Members who apply for the VSI may withdraw their applications at any time until formal Board action takes place. Daily notice of the number of resignations received under the VSI plan, shall be posted in the faculty room of each building until Friday, June 15, 1995 and shall be posted in the lobby of the Central Office building and the Cambridge Center office from June 18 to July 10, 1995.
- E. The VSI Plan shall exist during the specified time periods only during the 1994-95 year of the Master Agreement. It is expressly understood

that the District does not plan to offer any such incentive during successive years.

- F. In implementing the provisions of this VSI Agreement, the District shall comply with applicable IRS rules and regulations.
- G. In the event of the death of the Member prior to all payments specified in this agreement having been made by the District, the District shall make the remaining payments as scheduled to the Members estate.
- H. It is the intention of the parties that the District will establish a reserve equity account with savings generated by the VSI plan. Except in the event of a significant loss of district revenues, the identified savings shall be used first to fund the staffing costs of the 6th hour at the Junior High School throughout the nine year pay out term of the VSI plan.

