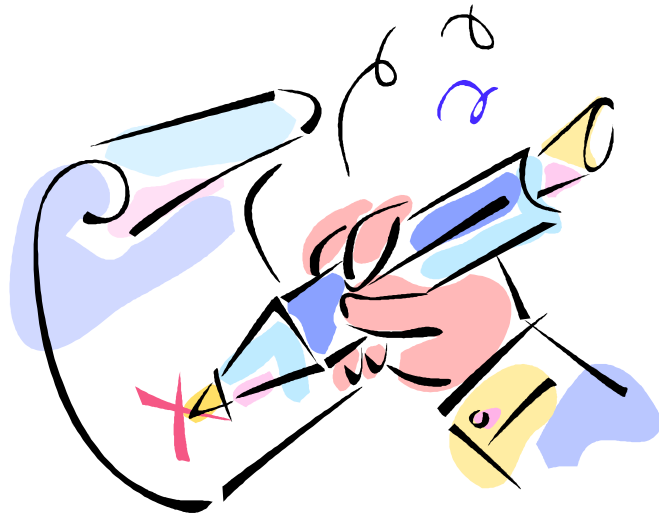


GCISS

Garden City Instructional Support Staff



Administrative Assistants ~ Classroom Paraprofessionals

2024 - 2027 Contract Agreement

Between

**The Garden City Instructional Support
Staff**

And

**The Garden City Board of Education
Of
Garden City Public Schools**

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PREAMBLE

This Agreement is entered into 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 Instructional Support Staff, hereinafter called the “GCISS”.

WITNESSETH

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

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

ARTICLE 1 – Recognition

- A. The Board hereby recognizes the GCISS as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all educational Administrative Assistants and all personnel working in a regular capacity and engaged in secretarial and clerical work (including Bookkeepers, Paraprofessionals to Special Programs, Paraprofessionals for Students with Autism Program, Instructional Materials Center Paraprofessionals, Head Start Home Visitors, Special Education Job Coach and related service functions) Great Start Readiness Program (GSRP) Associate Teachers, but excluding the following Executive Personnel: Administrative Assistant to Superintendent of Schools; two (2) Administrative Assistants to Associate Superintendent of Schools, one (1) Payroll Specialist, and one (1) Human Resources manager coming within the bargaining unit as established by recognition of the GCISS letter at the March 22, 1966 Board Meeting, thereby accepting the Garden City Instructional Support Staff as the sole bargaining agent for support staff negotiations. All employees represented by the GCISS in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as “employees”, and reference to female personnel shall include male personnel so employed.
- B. The Board agrees not to negotiate with any educational Administrative Assistants’ organization other than the GCISS for the duration of this Agreement.

ARTICLE 2 – Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations, policies and practices as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE 3 – Employees’ Rights

- A. The GCISS and its members shall have the right to use schools building facilities at all reasonable hours for GCISS meetings, if not inconsistent with school days or prior scheduled activities, provided there is no cost to the Board. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the GCISS, either on or off school premises.

- B. The Board agrees to furnish the GCISS, 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 GCISS in developing intelligent, accurate, informed and constructive programs on behalf of the GCISS, provided such information has been approved for release by the Superintendent. The GCISS recognizes that in many instances the District is dependent on outside sources for information. In such instances, requested information will be provided to the GCISS as soon as it is available to the District. Upon request, the Board shall inform the GCISS of any new or modified fiscal, budgetary or tax programs; construction programs, or major revisions of educational policy which are proposed or under consideration so as to give the GCISS an opportunity to make recommendations concerning such.
 - 1. Two GCISS assigned members may meet twice per year, at the request of the GCISS, with the Chief Financial Officer for purposes of finance review and will be provided with a line item budget.

- C. Employees shall be entitled to full rights of citizenship; no religious or political activities of any employee, consistent with common American practice or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee.

- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, marital status or membership in or association with the activities of the GCISS.

- E. Employees may review contents of their personnel file upon request. An employee may have placed in his personnel file a rebuttal of his explanation of a document in his personnel file, which he regards as detrimental.

F. Employees may be required to administer medication to students if Administration or a nurse is unavailable, and the Employee is available. The Administration shall provide appropriate training for the administration of such medication.

1. Bargaining unit members working as Job Coaches in the Program for Students with Autism may be required by the District to store student medication while transporting students.

2. Employees who administer medication shall be considered to be performing a job requirement, and are, therefore, covered by the District's liability policy to the coverage limit of five million dollars (\$5,000,000).

G. Employees shall not be required to transport students in their private cars.

ARTICLE 4 – Compensation

- A. The salaries of members employed between July 1, 2024 and June 30, 2027 shall be determined by the wage schedules in Schedule A.
- B. The rates of pay in Schedule A will be based on an hourly basis.
- C. The employees shall be paid time-and-one-half for all work approved by the immediate supervisor in excess of forty (40) hours in any one (1) week. For the purpose of computing overtime, the forty- (40) hour work week shall include any holiday therein. If an employee is requested to work on a paid holiday by his immediate supervisor and works such paid holiday, he shall be paid at the rate of double time for all hours worked plus his regular holiday pay.
- D. Work weeks for employees (45-week, 42-week, 41-week and part-time).
 - 1. Employees who work forty-five (45) weeks (Elementary, Middle School, Senior High and Special Education Center Programs) will normally be called in three (3) weeks prior to the Monday of the week tenured teachers are scheduled to report for work and normally finish one (1) week after the close of school.
 - 2. Paraprofessionals who work forty-one (41) weeks will be called in on the same day tenured teachers are scheduled to report and work through the last day of student attendance.
 - 3. Media Paraprofessionals who normally work forty-two weeks will normally be called one week prior to the start of school and normally finish the Friday of the last week of school.
- E. The Board shall provide Group Insurance Coverage as described in Schedule B that is attached to and incorporated into this Agreement.
- F. An employee who qualifies must be in pay status the work day preceding and the work day immediately subsequent to a holiday to be eligible for payment for the holiday. If any employee receives holiday pay during his probationary period and then does not successfully complete his probationary period, the payment for the holiday(s) will be subtracted from any wages due at the time of termination of employment.

- G. Whenever an observed legal holiday falls on Tuesday, the preceding Monday shall be a day off with pay. Whenever an observed legal holiday falls on a Thursday, the following Friday shall be a day off with pay.
- H. All regularly employed qualified employees shall be entitled to the following holidays in the holiday schedule following the salary schedule without loss of pay.
- I. Effective with the 1993-94 school year, all fifty-two-week employees on the full-time seniority list shall be entitled to the regular work days between Christmas Day and New Year's Eve Day as holidays without loss of pay. Ten (10) month employees on the full-time seniority list who previously had to use vacation time during this school recess period shall be entitled to the regular work days between Christmas Day and New Year's Eve Day as holidays without loss of pay. However, said ten (10) month employees shall use the vacation time previously required to be used during this period at a time when students and/or teachers are not in school (i.e., half-day after Parent-Teacher Conferences, Teacher Inservice Days, half-day for teacher planning at the Elementary level, and half-days for final exams).

In the event the District agrees to provide a mid-winter break to any other employees, members on the full-time seniority list of the Garden City Instructional Support Staff shall be entitled to the same "break days" as provided to other employees without loss of pay.

- J. All ten (10) month employees may elect to be paid on either a twenty-one (21) pay plan or a twenty-six (26) pay plan with the exception of part-time Adult Education School Paraprofessionals.
- K. Employees who voluntarily do banking and school errands as directed by an administrator shall be reimbursed for mileage on their personal cars at the established IRS rate.
- L. Me-Too-Clause

The School District agrees that if any other employee bargaining unit or labor association, in the School District is given any increase in wages or salary, or any other economic enhancement, in an amount higher than the percentage of wages or economic enhancements for the GCISS contained in this CBA, then the School District will provide the same increase or economic enhancement to the GCISS bargaining unit (includes GSRP represented employees) at the same time it provides it to the other bargaining unit. This will include any on-

schedule compensation between the GCISS and all other collective bargaining units or labor associations within the School District, in addition to any off-schedule payments. Moreover, this “Me-Too-Clause” will remain in effect during the duration of this CBA and any automatic renewals of this agreement, or any agreement to extend the term and duration of this CBA.

For the purposes of this Agreement, the parties agree that the Me-Too/Parity Clause will be dormant during the term of this Agreement, only as it relates to the negotiated wages between the District and the GCAA and the GCEA for their respective negotiated successor CBA’s, to the CBA’s that expired in 2024, including any off-schedule payments. Notwithstanding the foregoing, this Me-Too/Parity Clause does apply and will have full force and effect to any wage re-openers, or any payments or benefits negotiated or provided after the execution of, and during the life of, any of the other CBA’s, including any CBA extensions, that are an increase in wages, salary, or payments, or an increase in benefits.

Both parties acknowledge that the whole average for this GCISS Agreement is 5%-2%-2%, for the respective three (3) years, and a 1% off-schedule.

- M. A one-time longevity payment will be issued on the 21st pay of each school year in the following manner:
- Employees who have been with the District 10-15 years \$300
 - Employees who have been with the District 16 or more years \$600

ARTICLE 5 – Hours of Work

- A. The normal work day for administrative assistants shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday, and shall begin on Monday. The normal work day for full-time Paraprofessionals shall be seven (7) hours per day. The normal work week for Paraprofessionals shall be thirty-five (35) hours per week, Monday through Friday, and shall begin on Monday

- B. The Board recognizes the principle of standard forty- (40) hour work week and will attempt to set work schedules accordingly. The Administration will not regularly require employees to work in excess of such standard work week. It shall be noted that on many occasions there will be a need for a part-time, four (4) hours per day employee to work additional hours to partially cover for an absent full-time employee or for additional work load. Although such an overtime assignment is not mandatory, persons in or seeking part-time employment assignments must realize that their availability to accept such overtime assignments stabilizes the work process. Likewise, it is noted that on occasion there will be a need for full-time employees to work additional hours to expedite an additional work load. Although such an overtime assignment is not mandatory, such overtime assignments stabilize the work process. Any employee who performs such overtime in addition to their normal work day shall be compensated with overtime pay at time and one-half per hour. A member may accumulate compensatory time with permission of the member's supervisor at the rate of one hour for every hour of overtime if the member works less than 40 hours for that week. If a member works over 40 hours, compensatory time will be given at the rate of one and one half hours for every hour worked in excess of 40 hours.

- C. All full-time employees, shall be entitled to a duty-free lunch period of not less than one-half (1/2) hour or more than one (1) hour. Paraprofessionals assigned to Burger and elementary classrooms shall be entitled to a duty-free lunch period of not less than forty-five (45) minutes. This lunch period is to be recognized as their own free time. Specific lunch time is to be approved by the immediate administrator. Paraprofessionals assigned to the High School or Middle School shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. Paraprofessionals will receive compensatory time for lost lunch periods. Compensatory forms will be available to employees and must be submitted to the administrator for approval within five (5) business days. Administrator will respond to such request within five (5) business days of receipt of request. Request for use of earned compensatory time must be

submitted to the administrator for approval at least 24 hours prior to the time/date requested.

- D. In the event the Board should decide to close the schools on a day negotiated as a work day, because of weather or public health conditions, employees shall be paid. Employees who are required to work will be paid at two times their standard rate of pay. Employees on approved vacation shall have the vacation day deducted and no additional compensation. Compensatory time will not be available.
- E. Fifteen (15) minutes of work break time for personal needs, relaxation and refreshment shall be provided for Paraprofessionals for the Students with Autism program, and a duty-free lunch of forty-five (45) minutes. Two such fifteen (15) minute work breaks will be provided to all other employees, with a duty-free lunch period of thirty (30) minutes. Break time and duty-free lunch shall not exceed sixty (60) minute for any work day. The break time shall be approved by the employee's immediate administrator
- F. The President of the Garden City Instructional Support Staff shall be released from work duties for a maximum of seven (7) days per year for GCISS business. This time is to be used for GCISS business NOT to include meeting with administration and grievance meetings. A substitute, qualified to continue to perform the work duties of the President, shall be provided during such released time. Documentation of days and hours used for GCISS business by the President and availability to the Superintendent shall be provided to the Superintendent on a quarterly basis.
- G. The Personnel Office will not provide a substitute for employee absences for the following positions: Administrative Assistant to CFO, Accounts Bookkeeper, Employee Benefits Specialist, Administrative Assistant/Student Services, Administrative Assistant/DCS, and Data Processing Coordinator unless required to do so by the appropriate administrator.

Level 1– 5: Employees who are aware of their need to be absent more than 1 hour before their start time will enter their absence into the appropriate District absence system/program. Employees who are unable to report for work with less than one hour before their regularly scheduled start time, shall contact the District absence line to inform the Guest Staff Coordinator of their absence. The District Guest Staff Coordinator shall then notify the appropriate building/department administrators. In the event of an absence of a GCISS member (Level 1 – 4) it shall be up to the immediate supervisor to determine whether or not a substitute is required at that particular time. It is understood

that, if that amount of substitute time is not utilized on the day of absence, at the discretion of the administrator that amount of substitute time may be utilized as additional time later in the school year.

When it has been determined to provide a substitute and when the Personnel Office has not been able to secure a sufficient number of substitutes to cover relevant absent positions, then, GCISS members who are regularly scheduled in less than full time positions shall be offered the opportunity to work as a substitute and to continue to receive their regular hourly rate. Having taken these steps, if there are still absences which cannot be covered, the following priority for substitute placement shall be followed: Guest Staff Coordinator, Classroom Paraprofessionals, Administrative Assistants/Transportation, Elementary School Administrative Assistants (including Paraprofessionals for the Students with Autism program and Media Paraprofessionals), Middle School Administrative Assistants, High School Administrative Assistants, Alternative High School Administrative Assistants, Central Office Administrative Assistants.

- H. In the event that there is a paraprofessional substitute shortage on an instructional day, the following protocol will be used to make sure that classrooms have coverage. To the extent possible, paraprofessionals who are pulled to cover vacant positions will be pulled on a rotational basis in an equitable manner. These people will be pulled by building within this order:
1. Floater paraprofessionals (when not assigned to a longterm vacancy)
 2. Paraprofessionals in classrooms where all students are absent
 3. 1:1 paraprofessional with absent 1:1 student
 4. Job coaches whose students are not reporting to job sites
 5. Second classroom paraprofessional when 7th student is not there
 6. Second classroom paraprofessional with 7th student present
 7. Behavior paraprofessional
 8. 1:1 paraprofessional with student present

ARTICLE 6 – Work Loads and Assignments

- A. The Administration shall take measures to make uniform and stabilize work assignments and workloads and to clarify the relationships between employees and those from whom he receives work assignments by maintaining an updated general job description for each bargaining unit position. It is recognized that general job descriptions are intended to provide an indication of the type of tasks people perform and not a complete itemization of the job. General job descriptions shall be attached to all job postings. The Administration shall notify the GCISS at least ten (10) days in advance of any contemplated major changes in job descriptions so as to give the GCISS an opportunity to make recommendations to the Administration concerning such changes before such changes are implemented.

- B. Those full-time employees who are not unassigned for the following school year shall be given notice of tentative assignment no later than June 1st. However, it is understood that such assignments are subject to change as the personnel needs of the District change.

- C. All full-time employees who will be unassigned for the following school year shall be given notice no later than June 1st. (If June 1st falls on a Saturday or Sunday, the date shall be the following Monday).

- D. Members may bid for vacant positions utilizing the established bid procedures between June 1st and the date upon which only Level 5 positions remain unfilled. Upon arriving at the point where only Level 5 positions remain, the District shall provide written notice to the Union and each member yet to be assigned. Such notice shall identify positions remaining to be filled and the date, time and location of a bid meeting scheduled for the purpose of completing all open assignments to be held on either the first or second contractual work day on which 41-week members report to work for a new school year. Teacher assignments will be available at the arena bid. On the identified date and at the specified time, unassigned Members shall report to the specified meeting location and shall select, based upon their relative seniority and appropriately documented skills, from the then remaining vacant positions. Unassigned Members who do not attend this placement meeting shall have their position selected for them by their Union representative. The failure on the part of the Union to make such selection in a timely manner shall result in the district making a unilateral assignment for the Member. The goal of the utilization of this process shall be that no Members remain unassigned at the end of the day.

It is understood that positions that may become vacant (after the official notice referenced above has been provided) shall continue to be bid according to the normal bid process which provides that Members may bid at any time to a promotional position that becomes posted. Members assigned as Title I Paraprofessionals, Overload Paraprofessionals and/or Job Coaches may also bid at any time to secure a position that offers greater job security. Except as provided above, Members shall be limited to one (1) successful bid opportunity per year for the purpose of making a lateral move or a move to a position at a lower level.

Two (2) Mondays before Labor Day a placement packet will be e-mailed to all members identifying specific teacher and student assignments along with a bid sheet indicating any open positions. Members who do not have e-mail access may contact the District's Human Resources Office for a printed copy of the placement packet.

- E. Qualified and interested paraprofessionals who serve as a substitute teacher in the classrooms to which they are assigned shall be paid at an hourly rate equating to approximately one-sixth of the daily substitute rate for every hour in which they serve as substitute teacher. Qualifications are outlined in MCL 380.1233.
- F. Involuntary transfers should be minimized and avoided whenever possible, but may occur for the following reasons:
 - 1. Less than satisfactory performance in the present position over a period of time. Unsatisfactory performance is determined by standards and criteria developed by the District and then provided to the Union for input at least one week prior to implementation.
 - 2. Continued presence in the present position would be injurious to the employee's health.
 - 3. Personal conflict with other district employees or students or parents.
 - 4. To meet student needs.
- G. In the event of a necessary involuntary transfer, the Associate Superintendent shall meet with the affected employee and an association representative prior to the involuntary transfer in order to discuss the reasons for such action. In all cases of involuntary transfers, the GCISS will be notified, in writing, at least three (3) workdays prior to the effective date of such transfer. If practicable, the Board shall first request volunteers to be transferred by seniority. If no employees volunteer, the employee with the least seniority within the building shall be transferred.

H. Building Assistant Staffing

1. Elementary: Baseline of 1.5 FTE administrative assistants for each building with 1-400 students FTE or 2 administrators/supervisors. 2.0 FTE administrative assistants for each building with 401-600 students FTE. For each additional 150 students FTE beyond 600 a .5 FTE additional administrative assistant will be added. For buildings with 3 grade levels FTE's for administrative assistants will be increased at each level by .5
2. Middle School and High School: Using a baseline of 750 students FTE for the Middle School and 2.5 FTE administrative assistants, any enrollment change of 150 students FTE will result in an increase or decrease of .5 administrative assistant. Using a baseline of 1,250 students FTE for the High School and 5.0 FTE administrative assistants, any enrollment change of 250 students will result in an increase or decrease of .5 administrative assistant.

ARTICLE 7 – Assignments, Vacancies and Promotions

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

- A. During the school year, whenever a vacancy in any clerical or paraprofessional position in the District occurs, the Personnel Office will publicize the same by providing electronic (e-mail) notice of vacancy to each employee within five (5) working days. During the summer, notices will be provided to all employees through the District's electronic mail system. Employees who do not have access to the District's electronic mail system during the summer should contact the District's Personnel Office. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been electronically posted for at least seven (7) school days during the school year and twelve (12) business days during the summer period. The position will be filled within ten (10) working days after the posting is up.
- B. Probationary employees may not bid until they have successfully completed probation unless approved by the Associate Superintendent.
- C. Two classifications of employees shall be established: 1) Administrative Assistants, and; 2) Paraprofessional. The Administrative Assistant classification shall include all positions represented by the bargaining unit that are primarily clerical or administrative in nature (Levels I-IV). The paraprofessional classification includes Level V, and VI positions.

The District is committed to filling all vacancies with the most qualified applicants. Vacancies will be filled by the candidate with the highest rating of work experience, interview responses, education, prior training, seniority, and, if testing is provided by the employer, test results. Testing will be required for any transfer into the Administrative Assistant classification. If two or more internal candidates are equally scored, the vacancy will be filled as follows:

Step 1: The most senior GCISS member will move laterally within the Level.

Step 2: Next, the most senior GCISS applicant in the same classification, will move to the vacant position.

Step 3: Finally, the position will be awarded to the most senior GCISS member meeting the qualifications, as determined by the District, from any classification within the bargaining unit.

Seniority will not be scored for hiring or transfer of Level I and Level II Administrative Assistants, and will only be considered as a tiebreaker between equally scored candidates.

- D. During the school year, any employee may bid to a vacant or promotional position within the process indicated in “A” above. 1:1 paraprofessional may bid out of positions only during annual bids, or at any other time with the consent of the Associate Superintendent, or when a level 1 – 4 position becomes vacant. In the event that a 1:1 position is eliminated, said 1:1 paraprofessional will be provided continued work through the current academic year at the hourly rate, weekly hours and fringe benefits established for the position. If a position opens up for the bid that this ‘displaced’ paraprofessional is qualified for they may bid it. After the bid, if a position remains open, and the unassigned 1:1 member is qualified for the open position, he will be placed in the open position. An employee who has applied for a vacancy and is not awarded the position will be notified in writing within two (2) scheduled work days after the position is filled that he has not been awarded said position. The Board declares its support of a policy of promotions from within its own staff. In filling any vacancy, due weight will be given to background, attainment, skills and other relevant factors. An applicant with less service in the system or any outside applicant shall not be awarded a position unless his qualifications are superior. An employee who is not awarded a requested transfer may request a conference with the Director of Personnel and Labor Relations at which representatives of the GCISS may be present. At such conference, the reasons as to why the requested transfer was not awarded will be given. The Board retains the right to employ outside applicants to fill vacancies.
- E. As used in this Contract, a new position shall mean the establishment of a totally new position of employment.
- F. An employee filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification starting with the fifth (5th) consecutive working day in that position and retroactive to the first day.
- G. All vacancies will be subject to the bid process, and all employees are encouraged to train and prepare for promotional opportunities. The parties agree and understand that it is the sole responsibility of the employee to secure and maintain necessary skills to qualify for any position which may become vacant. However, any additional skill training required by the employer once an employee has secured a particular position shall be provided at Board expense.

H. All full-time ten (10) month employees of the GCISS shall be considered before any outside applicants for summer school job openings; each classification (Administrative Assistant, Media Paraprofessional, Special Program Paraprofessional and Paraprofessionals for the Students with Autism program) shall have first chance at a position in their unit. Members whose regular assignment is as an administrative assistant within the Program for Students with Autism will be given first consideration for administrative assistant vacancies in the ESY program before any other administrative assistant or Level 5 employee. Then the position shall be opened up to the other classifications of employees within the unit who qualify.

Members working a summer program shall be paid at the current rate of the position which they have been awarded, not at the rate of their full-time position, except where it conflicts with language in Article 19.

I. Effective July 1, 2000 seniority shall be determined in accordance with the following procedure:

1. On July 1, 2000, the seniority relationship for current GCISS Members shall be established as per the Master Agreement provisions in effect as of June 30, 2000.
2. Thereafter, each July 1, GCISS Members (other than those newly employed during the preceding July 1-June 30 school year) having worked at least one day of their work assignment or having been paid for at least one day of such schedule under Worker's Compensation or District sick leave or STD, shall be provided with an additional year of seniority credit.
3. Effective July 1, 2000, GCISS Members newly employed during the preceding July 1-June 30 school year shall have their initial seniority established in the order of the total number of weeks and days worked during the school year in which they were hired. For the subsequent July 1-June 30 school year and each school year thereafter, additional seniority will be determined in accordance with the provisions described in Section 2, preceding.

STD and Sick Leave = Full Seniority Entire Time
Worker's Compensation = Full Seniority Entire Time
LTD = No Seniority

Unpaid Leave of Absence = No Seniority

The seniority list will contain the same information as shown on the June 30, 2000 seniority list.

- J. Placements are to be administered fairly and objectively without personal preference or prejudice. Unrequested transfers of employees are to be minimized and avoided whenever possible.
- K. Employees may contact the District's Personnel Office to receive an overview of their skill competencies.

Employee skill competencies (including Math and English) may be updated throughout the year. However, updated skills will be considered in connection with the posted position only if the updated skill information is provided to the Personnel Office by the established date of the posting deadline.

- L. The cost of new hire physicals will be paid by the District.

ARTICLE 8 – Discharge and Demotion

- A. When a full-time employee is hired, he will serve a probationary period of sixty (60) scheduled work days. Within five (5) scheduled work days of the end of the probationary period, the Administration, with documented just cause, may extend the probationary period for an additional twenty (20) scheduled work days by notifying the President of the GCISS and the employee in writing.

- B. Discharge or demotion of any employee shall be made only for cause sustained by facts. Discipline, if any, must be meted out no later than fifteen (15) business days after the District knew or should have known of the alleged offense or upon conclusion of the investigation. If it is beyond the 15 business days the District will notify the Union of a projected date when discipline, if any, will be meted out.

- C. In the event any employee shall be suspended or discharged from employment and believes he has been dealt with unjustly, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure hereinafter set forth or in the case of discharge or demotion, through an expedited grievance procedure starting at Level Two (b) with the Superintendent within ten (10) business days of the occurrence of the discharge or demotion; the Superintendent will hold a hearing within six (6) business days of the receipt of the written grievance, and shall answer the grievance within four (4) business days of the hearing.

ARTICLE 9 – Return Rights

Any employee who shall accept a non-union District position and shall later return to bargaining unit status shall:

1. Retain seniority earned prior to acceptance of the non-union District position for an amount of time equal to the seniority they had when they accepted the non-union position. After that they will have return rights but will not have any retained seniority.
2. Remain in reserve/unassigned status until he successfully bids an open position.

ARTICLE 10 – Resignation

- A. Any employee desiring to resign shall file a letter of resignation with the Personnel Office at least two (2) weeks prior to the effective date.
- B. Any employee who discontinues his service in accordance with the provisions of “A” above does not forfeit his right to be paid for earned vacation time.
- C. Any employee who has resigned his position and at a later date is reemployed will be allowed up to two- (2) year’s credit on the Salary Schedule for previous experience in the Garden City School System. Such employee shall be considered a probationary employee and must complete probationary requirements as stated in ARTICLE 8, Section A.

ARTICLE 11 – Leave Pay

A. Sick Leave

1. Days of sick leave shall be twelve (12) days per calendar year for full-time, twelve (12) month employees and prorated for other employees at one (1) day per month for each calendar month of employment. [June and August combined normally constitutes one (1) work month for ten (10) month employees when calculating sick leave]. A regularly employed person working twenty (20) or more hours per week but less than forty (40) hours per week receives one-half (1/2) of the sick leave allowance. A “sick day” is interpreted as a number of hours for which each individual is scheduled on a daily basis.
2. A probationary employee must complete his probationary period in order to be eligible for sick leave benefits. Upon completion of the probationary period, sick leave will be loaded in accordance with this Contract.
3. It is agreed all contractual provisions for leave time fulfill the obligations of the Board of Education as stipulated in Michigan’s Paid Medical Leave Act.
4. Unused sick days shall be cumulative without limit. Effective September 27, 2010, sick days for new hires will be capped at 120 days.
5. GCISS members may access their leave day balance through the eEmployee system provided by Wayne Regional Educational Service Agency (RESA).
6. In calculating sick leave:
 - a. For twelve (12) month employees: A bank of twelve (12) days per calendar year, beginning July 1.
 - b. For full-time ten (10) month employees: A bank of ten (10) days per school year beginning with the official reporting date of the school year.
 - c. For regular part-time employees: One-half (1/2) of the appropriate bank of respective days in “a” and “b” above.
 - d. A full-time employee must be in pay status for fifteen (15) working days of any calendar month in order to earn a sick day for that month.

Calculation of this provision for ten (10) month employees during the months of June and August will be determined on a prorata basis.

- e. A full-time employee who works the Summer School Program shall receive one (1) sick day to be entered into their bank of sick days as the number of hours they work for one (1) day during the summer [i.e., if an employee works six (6) hours on a normal work day, he shall earn six (6) hours of sick time for the Summer School Program]. Use of sick time in excess of the one day awarded during the ESY Program for Students with Autism will be prohibited. Any sick time taken above and beyond the one ESY day will be unpaid time.
7. A part-time employee who works fifteen (15) days of the scheduled work days in a month as an eight (8) hour employee shall receive one-half (1/2) sick leave day above his normal accumulation for that month.
 8. Sick leave is limited to:
 - a. Personal illness
 - b. Emergency in the immediate family (to include only illness, accident or death). In this case, the leave shall be limited to twenty (20) working days per incident, which can be extended under unusual circumstances.
 - c. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (sons, daughters, mother, father, grandparents, brothers and sisters), and dependents living within the household.
 9. An employee who takes sick leave for more than five (5) consecutive work days shall provide a physician certificate substantiating the medical disability and authorizing return to work. The Board may require earlier certification of medical disability at the Board's expense.
 10. Employees returning to work from a leave of absence or a leave qualifying under the Family Medical Act, within the authorized period of leave shall retain previously accumulated sick leave.
 11. Any employee who is absent because of a line-of-duty injury or disease compensable under Michigan Workers' Compensation Law, shall receive

from the Board the difference between the allowance under the Workers' Compensation Law and his regular salary for a maximum period of forty (40) weeks (which would normally be worked by the employee) per incident, with no subtraction of sick leave after the employee becomes eligible for Workers' Compensation loss of time benefits. Beginning with week forty-one (41) the employee will receive only the Worker's Compensation check.

12. An employee must complete his probationary period in order to be eligible for sick leave benefits and no such time will be frontloaded or advanced until completion of the probationary period.
13. For each full day an employee reduces the use of his/her sick leave time for the given school year from the preceding school year, he/she will receive \$50 to be paid in a lump sum on the 21st pay date of the given school year. Leaves of absences approved by the Associate Superintendent shall not be considered when calculating the use of sick leave time.
14. An employee who utilizes four (4) or fewer sick leave days in a given school year will receive a \$100 lump sum payment on the 21st pay date of the given school year.

B. Personal Business Leave

1. Twelve (12) month employees are allowed three (3) days per full working year with full pay as personal business leave. Ten (10) month employees are allowed two (2) days per full working year with full pay as personal business leave.
2. An employee must complete his probationary period in order to be eligible for personal business leave benefits. However, should an employee terminate or be discharged before the completion of the probationary period, used personal business leave paid shall be deducted from the last pay and/or shall be repaid the District.
3. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)
4. Personal business days shall be granted to the employee when the request has been made to the Personnel Office, in writing, through the building principal or immediate administrator at least twenty-four (24) hours in

advance. The granting of such requests will be in the order of receipt, but shall not exceed twenty (20) days per calendar month unless approved by the Superintendent or his designee.

5. Emergency personal business leave with notice provided before the start of the school day may be granted at the discretion of the Personnel Office. Emergency personal business leave must be requested via email to both the employee's direct supervisor and the Personnel Office. The Personnel Office may request appropriate documentation of the emergency personal business leave. The increment of leave time will be the amount of time necessary to resolve the emergency with a cap of one full day.
 6. The day before or after a holiday or vacation period when school is in session may be granted for good cause only at the discretion of the Superintendent or his designee upon presentation of request in advance.
- C. The Board shall grant, upon the request of the President of the GCISS, leave without loss of pay or leave days for employees to attend local, state or national GCISS activities. These days shall not exceed a number equal to six (6) percent of the membership bargaining unit.
- D. It is recognized that emergency circumstances may arise that necessitate a pay dock situation when all other leave days have been exhausted. However, it is to be understood that pay dock generally is not an acceptable alternative to being at work.

Members who find themselves in a pay dock situation will be subject to progressive discipline; except where indicated below, this progressive discipline will not be reset to zero each year. This clause is not intended to circumvent protections afforded by FMLA, nor is it intended to unduly affect those legitimized by LTD coverage. This discipline will be handled by the Associate Superintendent, or designee. Each step will be documented and copies sent to the GCISS leadership. Consecutive days are considered one offense. If four years have passed without going into pay dock, these disciplinary steps will restart.

- | | |
|-----------------|---------------------------------|
| First Offense: | Verbal Reprimand |
| Second Offense: | Written Reprimand |
| Third Offense: | Three-day (3) Unpaid Suspension |
| Fourth Offense: | Termination of Employment |

ARTICLE 12 – Leave of Absence

- A. Any employee whose medical disability extends beyond sixty (60) work days or twelve (12) weeks, whichever occurs first, may request a leave of absence without pay or fringe benefits, which shall be granted for the period of continued medical disability. In accordance with Schedule B, Long Term Disability will continue to apply for a member who qualifies for such coverage. The employee shall provide medical evidence of continuing disability to the Personnel Office at least semiannually. The position previously occupied by the employee shall be posted for bid according to the procedures specified in Article 7 of this Agreement. An employee may return to work at the earliest possible date and as soon as a position for which the employee is qualified becomes available and after presenting to the Personnel Office medical evidence that he can fully perform his duties. Under no circumstance shall another employee be laid off to accommodate the return from leave of another employee.

Upon receiving notice of an employee's ability to return to work without restrictions, the District shall immediately offer the employee the opportunity to work as a permanent substitute in the Program for Students with Autism. Members may choose to refuse the substitute position in the Program for Students with Autism and remain on unpaid leave status until a vacancy occurs that they may bid for. Members who have not previously qualified for employment in the Program for Students with Autism shall complete the Paraprofessional for Students with Autism Program Orientation Program without compensation and shall fulfill the required five (5) days in a regular substitute assignment at sub wages. Once a Member is qualified for and begins such assignment in the Program for Students with Autism, said Member shall be compensated at the Level 5 bargaining unit rate for all hours worked, shall receive fringe benefits as provided for in this agreement, and shall be eligible for step increase on the same basis as other bargaining unit members. Members in this situation shall bid each and every job posting that is issued until they successfully bid to a regular bargaining unit position. Failure to bid and/or accept a position offered to the Member shall relieve the District's obligation to use the Member as a substitute.

- B. Leaves of absence with pay and/or fringe benefits not chargeable against the employee's allowance shall be granted for the following reasons:
1. Absence when an employee is called for jury service:

- a. Employees called for jury duty shall receive the difference between the jury pay and their regular wages during the time they are serving on a jury.
 - i. The employee is responsible for submitting a copy of the pay stub from the court along with a check or cash equaling the amount paid not including mileage.
 - b. Effort will be made to provide a substitute for the duration of an employee's absence.
2. Appearance in any judicial or administrative proceedings connected with the employee's employment.
 3. An employee shall be granted up to two (2) non-cumulative leave days during a school year to make officially required appearances before governmental agencies (for an incident in which the employee is not personally involved), provided that the Board may intervene to attempt to schedule such appearances so as not to interfere or disrupt the employee's schedule and provided that the Board may grant additional such leave days under extenuating circumstances.

C. Child Care Leave

Leaves that qualify under the Family Medical Leave Act are subject to the provisions of Section D of the ARTICLE.

- D. An employee on an official leave of any type other than that described in "B" above, shall not accrue any benefits during the period of leave. However, upon his return as an employee, all benefits previously accumulated would be retained and continue in effect. Upon request, an employee shall be paid for earned accumulated vacation leave at the time he begins a leave under this ARTICLE. The Board may grant leaves without pay or benefits for good reasons other than those described in the Agreement. Return from such leaves shall not take priority over return from leaves granted under this Agreement; however, all benefits previously accumulated would be retained and continue in effect.
- E. The Board may grant a voluntary leave of absence (except for purposes of employment outside of the District), upon request, to an employee, who has worked three (3) consecutive years, without pay or fringe benefit, for the purpose(s) not enumerated in this Agreement. Employees may take a voluntary

leave of absence of up to one (1) year duration under this provision providing a qualified replacement can be obtained. However, a voluntary leave of absence may not be for a period of less than twelve (12) weeks. Furthermore, an employee who is off on a voluntary leave of absence may, prior to its termination, request one extension of the leave of absence, so long as the total leave period does not exceed one (1) year. Written application for such leave shall be made by the employee to the Superintendent's designee two (2) calendar weeks prior to the beginning of the leave except in cases of an emergency nature. It is the responsibility of the employee to notify the District, a minimum of two (2) weeks, prior to the end of the leave of absence as to whether he will be returning or resigning. Failure to make such notification will result in termination.

The employee may request multiple leaves in a given school year to the extent they do not exceed one (1) year in total.

The employee who has placed his seniority in escrow may continue all fringe benefits by reimbursing the District at the group rate. An employee returning from a leave of absence upon termination of the leave period has the right to bid on any position in accordance with his seniority, for which the posted bid deadline is within (10) work days prior to the termination date of the leave of absence or thereafter. An employee wishing to return early from a leave of absence may do so only if there is an open position for which no other bargaining unit members (including laid off and unassigned members) have bid. An employee returning from a leave of absence has a right to a salary within two (2) levels of the position he has vacated when the leave was granted for the two (2) year period.

- F. In extenuating personal circumstances and with prior approval of the Associate Superintendent or, in his absence, the Superintendent or his designee, an employee may borrow leave and/or vacation days to be earned.

ARTICLE 13 – Evaluations

- A. So that an employee may function at the highest level of performance possible, job responsibilities shall be communicated to the employee on an ongoing basis and shall be the criteria for the evaluation process. No evaluation prepared by persons other than the employee's evaluator shall become part of the Member's personnel file.
- B. The evaluation process should provide constructive comments to inform employees of strengths/weaknesses in review of job performance. Identified weaknesses must be in writing with reasonable remedies and timelines for their achievement.
- C. Administrative assistants and paraprofessionals will be evaluated on an every-other year basis, provided they receive a Highly Effective or Effective rating on their current evaluation. Individuals receiving a Minimally Effective or Ineffective rating on their current evaluation will be required to be evaluated in the subsequent school year.
- D. The goal of the evaluation process and remedies is to foster professional growth, specifically in areas of identified weakness. Individuals who receive a Minimally Effective or Ineffective rating on their current evaluation, as documented by specific examples, will meet with their building administrator or direct supervisor to identify inadequacies and reasonable remedies with timelines for progress. This meeting will be held by June 15th of the current school year. Remedies will include professional goals that focus on areas of improvement, specifically those areas/components where the individual received a Minimally Effective or Ineffective rating on that year's evaluation. Professional development required because of this process will be paid for by the District and will not come out of the GCISS conference fund. The remedies should also include opportunities, identified by the administrator, for professional development and learning in the identified goal areas. The current administrator will meet every two months, with the employee to discuss these areas of concerns and any progress or lack of progress. These meetings will be documented in writing.

In addition to the process of developing remedies with the intent of providing employees the opportunity to grow and improve upon their performance, as outlined above, individual employees who receive an Ineffective rating on their year-end evaluation will be evaluated the following year by the Associate Superintendent. An employee receiving a *fourth* consecutive Ineffective rating will be subject to termination.

An employee who has been identified as highly effective or effective and has less than four (4) sick leave absences during instructional days of the given school year will receive \$50 meritorious pay at the end of the school year. An employee who is scheduled to be evaluated in a given school year, and yet was not evaluated, must provide one document proving that he reminded his administrator of his need to be evaluated for that year in order to receive the \$50 meritorious pay, provided the employee has less than four (4) absences during instructional days of the given school year.

- E. Members shall be permitted to have GCISS representation in any evaluation interview upon his request.
- F. The GCISS Member may prepare a response to his evaluation, which shall be incorporated therein and become a part of the evaluation.
- G. Members who were scheduled to be evaluated during the 2019-2020 school year, but could not be evaluated due to the school closure related to COVID-19, will be evaluated during the 2020-2021 school year. All members who will not be evaluated during the 2020-2021 school year will be evaluated during the 2021-2022 school year, so as to re-establish an evaluation cycle that provides for membership to be evaluated every other year, consistent with the evaluation schedule established in Article 13, Section F of the 2017-2020 GCISS Contract Agreement.
- H. GCISS AND GCPS agree to form an Evaluation Committee prior to the start of the 2025-2026 school year consisting of up to three (3) district-selected administrators and up to three (3) GCISS-selected members. The purpose of this committee is to review the current GCISS evaluation documents, and to develop and recommend a more robust, efficient, and growth-oriented evaluation rubrics and forms which will meet the needs of the District and provide appropriate support for para professionals and administrative assistants. The final approval of any new evaluation rubric and form must be mutually agreed upon by both the Superintendent and the Association. The current language of Section A above will remain in effect until a new evaluation tool has been approved and implemented.

Evaluation Rubrics and Forms follow this section.

Garden City Public Schools
Administrative Assistant Levels of Effectiveness Rubric

| Component | Levels of Performance | | | |
|---|---|---|--|--|
| | Highly Effective <i>(Consistently)</i> | Effective <i>(Frequently)</i> | Minimally Effective <i>(Inconsistently)</i> | Ineffective <i>(Rarely)</i> |
| Professionalism | | | | |
| Attendance Exception: Workers Comp. | Used less than 50% of available (at the beginning of the school year) sick time bank time | Within contract limits | | Pay dock Exceptions include FMLA and LTD |
| Teamwork & Professional Relationships | Maintains a professional relationship with co-workers. Anticipates the needs of co-workers and offers assistance. Keeps people informed and shares ideas. Volunteers to learn the duties of co-workers in order to ensure team success. Takes a leadership role in developing team consensus. | Maintains a professional relationship with co-workers. Anticipates the needs of co-workers and offers assistance. Keeps people informed and shares ideas. Accepts the best interests of the team. | Professional relationships with co-workers are not fully developed. Willing to help co-workers but needs to be asked. Keeps people informed and shares ideas. Accepts the best interests of the team | Has difficulty developing professional relationships with co-workers. Has to be told when to assist co-workers. Keeps people informed and shares ideas. Accepts the best interests of the team |
| Communication | Responds in a professional manner with clear and concise information using correct grammar | Responds in a professional manner with clear and concise information using correct grammar | Responds in a professional manner with clear and concise information using correct grammar | Responds in a professional manner with clear and concise information using correct grammar |
| Establishing a Culture of Courtesy | Receives incoming calls and directs inquiries in a courteous and respectful manner and encourages others to communicate in a courteous and respectful manner | Receives incoming calls and directs inquiries in a courteous and respectful manner | Receives incoming calls and directs inquiries in a courteous and respectful manner | Receives incoming calls and directs inquiries in a courteous and respectful manner |

| | | | | |
|--|--|---|---|---|
| Professionalism | Treats students, staff, faculty and other community members in a respectful, compassionate and fair manner | Treats students, staff, faculty and other community members in a respectful, compassionate and fair manner | Treats students, staff, faculty and other community members in a respectful, compassionate and fair manner | Treats students, staff, faculty and other community members in a respectful, compassionate and fair manner |
| Maintains Privacy and Confidentiality Laws | Ensures the confidentiality of information acquired during the course of employment and encourages others to ensure the confidentiality of information acquired | Ensures the confidentiality of information acquired during the course of employment | Ensures the confidentiality of information acquired during the course of employment | Ensures the confidentiality of information acquired during the course of employment |
| Professional Development, Growth and Adaptability | | | | |
| Demonstrating Professional Development | Actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as participating in local or national conferences for other secretaries | Seeks out opportunities for professional development based on an individual assessment of need | Participates in professional development activities limited to those that are convenient or are required | Does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills |
| Job Competency | | | | |
| Knowledge of Job | Knowledgeable in all phases of work; no directions needed; takes a leadership role to guide others | Understands all phases of work; rarely needs directions to perform job functions | Lacks knowledge of some phases of work; requires occasional directions to perform job functions | Inadequate knowledge of the job; constantly needs directions to perform the essential job functions |
| Quality and Accuracy of Work | Produces quality and accurate work as it pertains to all school-based business as directed by school administration and initiates process to improve quality and accuracy | Produces quality and accurate work as it pertains to all school based business as directed by school administration | Produces quality and accurate work as it pertains to school based business records as directed by school administration | Produces quality and accurate work as it pertains to all school based business as directed by school administration |

| | | | | |
|---|---|---|---|--|
| Time Management | Completes tasks in an accurate and timely manner prior to expected deadlines | Completes tasks in an accurate and timely manner within expected deadlines | Completes tasks in an accurate and timely manner within expected deadlines | Completes tasks in an accurate and timely manner within expected deadlines |
| Commitment & Teamwork | Effectively collaborates with office staff and administration to complete tasks in an efficient and quality manner | Collaborates with office staff and administration to complete tasks in an efficient and/or quality manner | Collaborates with office staff and administration to complete tasks in an efficient and/or quality manner | Collaborates with office staff and administration to complete tasks |
| Flexibility/ Adaptability | Adapts to the circumstances and needs within the work environment | Adapts to the circumstances and needs within the work environment | Adapts to the circumstances and needs within the work environment | Adapts to the circumstances and needs within the work environment |
| Demonstrating Independence & Problem Solving | Uses good judgment and provides leadership in the solution of routine problems or situations and encourages others to problem solve independently | Uses good judgment and provides leadership in the solution of routine problems | Uses good judgment and provides leadership in the solution of routine problems | Uses good judgment and provides leadership in the solution of routine problems |

**Administrative Assistant Evaluation Tool
Garden City Public Schools**

Name _____

Building _____

Number of Years in Position _____

| Professionalism | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
|---|-------------------------------|------------------------|--------------------------------------|--------------------------|
| 1. Attendance | | | | |
| 2. Teamwork & Professional Relationships | | | | |
| 3. Communication | | | | |
| 4. Establishing a Culture of Courtesy | | | | |
| 5. Professionalism | | | | |
| 6. Maintains Privacy & Confidentiality Laws | | | | |

Comments:

| Professional Development, Growth and Adaptability | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
|--|-------------------------------|------------------------|--------------------------------------|--------------------------|
| 1. Demonstrating Professional Development | | | | |

Comments:

| Job Competency | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
|---|-------------------------------|------------------------|--------------------------------------|--------------------------|
| 1. Knowledge of Job | | | | |
| 2. Quality and Accuracy of Work | | | | |
| 3. Time Management | | | | |
| 4. Commitment & Teamwork | | | | |
| 5. Flexibility/Adaptability | | | | |
| 6. Maintains Privacy & Confidentiality Laws | | | | |

Comments:

Please comment below regarding unique aspects of this employee's assignment.

Employee's overall performance is: circle one Highly Effective Minimally Ineffective
 Effective Effective

General
Comments: _____

Date of 1st Observation _____ Date of 2nd Observation** _____

Area(s) of Concern: **if areas of concern are checked in 1st observation
 None Area(s) of Concern:
 None
 Area(s) from 1st Observation are no longer a concern

Observing Administrator's Signature/Date Observing Administrator's Signature/Date

*NOTE: Check if evaluation was done by someone other than building administrator.
In the event an administrative assistant's overall performance is determined to be **Ineffective**, an Individualized Development Plan (IDP) will be drafted.

_____ I have completed a conference with my evaluating administrator concerning my performance.
_____ I have been provided with a signed and dated copy of this evaluation form.
_____ I have received a Minimally Effective or Ineffective overall performance from my evaluating administrator and request an appeal and review by a supervising administrator. Appeal/review will be completed by the last day of school.


My signature indicates that I have reviewed this evaluation document. It does not indicate my agreement or disagreement with any of the content herein.

Administrative Assistant's Signature Date

Evaluating Administrator's Signature Date

Employee has seven (7) work days to attach any documentation felt necessary, and return to the office.
I will be attaching a written response to this evaluation.

Garden City Public Schools
Paraprofessionals Levels of Effectiveness Rubric

| Component | Levels of Performance | | | |
|--|--|--|--|--|
| | Highly Effective | Effective | Minimally Effective | Ineffective |
| Professionalism | | | | |
| Attendance | Used less than 50% of available (at the beginning of the school year) sick time bank time. | Within contract limits |  | Pay dock Exceptions include FMLA, Worker's Comp, LTD |
| Student Centered | <u>Always</u> keeps students highly motivated and engaged. <u>Always</u> promotes students to become independent learners and problem solvers. <u>Always has high expectations for the growth of all students.</u> | <u>Consistently</u> keeps students highly motivated and engaged. <u>Consistently</u> promotes students to become independent learners and problem solvers. <u>Consistently</u> has high expectations for the growth of all students. | <u>Inconsistently</u> keeps students highly motivated and engaged. <u>Inconsistently</u> promotes students to become independent learners and problem solvers. <u>Inconsistently</u> has high expectations for the growth of all students. | <u>Rarely</u> or doesn't keep students highly motivated and engaged. <u>Rarely</u> or doesn't promote students to become independent learners and problem solvers. <u>Rarely</u> or doesn't have high expectations for the growth of all students. |
| Staff Communication | Communication with staff is always accurate, collaborative, effective and efficient. | Communication with staff is consistently accurate, collaborative, effective and efficient. | Communication with staff is inconsistently accurate, collaborative, effective and efficient. | Communication with staff is rarely accurate, collaborative, effective and efficient. |
| Diversity | <u>Always</u> respectful when dealing with people of diverse abilities, cultures, backgrounds, values and work styles. | <u>Consistently</u> respectful when dealing with people of diverse abilities, cultures, backgrounds, values and work styles. | <u>Inconsistently</u> respectful when dealing with people of diverse abilities, cultures, backgrounds, values and work styles. | <u>Rarely</u> is respectful when dealing with people of diverse abilities, cultures, backgrounds, values and work styles. |
| Alignment with Building Policies and Procedures | | | | |
| Portrays a positive District/Program image | <u>Always</u> performs tasks with the District's/Program's mission and goals in mind. | <u>Consistently</u> performs tasks with the District's/Program's mission and goals in mind. | <u>Inconsistently</u> performs tasks with the District's/Program's mission and goals in mind. | <u>Rarely</u> performs tasks with the District's/Program's mission and goals in mind. |
| Maintains Privacy and Confidentiality laws | <u>Always</u> maintains confidentiality, adheres to applicable laws, Board policy, and District expectations (e.g. FERPA, HIPPA, and social networking). | <u>Consistently</u> maintains confidentiality, adheres to applicable laws, Board policy, and District expectations (e.g. FERPA, HIPPA, and social networking). | <u>Inconsistently</u> maintains confidentiality, adheres to applicable laws, Board policy, and District expectations (e.g. FERPA, HIPPA, and social networking). | <u>Rarely</u> maintains confidentiality, adheres to applicable laws, Board policy, and District expectations (e.g. FERPA, HIPPA, and social networking). |

| Component | Levels of Performance | | | |
|--|--|--|--|--|
| | Highly Effective | Effective | Minimally Effective | Ineffective |
| Professional Development, Growth and Adaptability | | | | |
| Adaptability | Always displays a positive and flexible attitude when dealing with change and new situations. | Consistently displays a positive and flexible attitude when dealing with change and new situations. | Inconsistently displays a positive and flexible attitude when dealing with change and new situations. | Rarely displays a positive and flexible attitude when dealing with change and new situations. |
| Professional Development and Growth | Always attends and participates in professional development opportunities. | <u>Consistently</u> attends and participates in professional development opportunities. | Inconsistently attends and participates in professional development opportunities. | Rarely or doesn't attend and participates in professional development opportunities. |
| Job Competency | | | | |
| Follows Directions | Always shows the ability to follow instructions and procedures. | Consistently shows the ability to follow instructions and procedures. | Inconsistently shows the ability to follow instructions and procedures. | Rarely shows the ability to follow instructions and procedures. |
| Completion of Documents | Always has sub plans, behavior notes, health data, and Medicaid data completed on time and accurate. | Consistently has sub plans, behavior notes, health data, and Medicaid data completed on time and accurate. | Inconsistently has sub plans, behavior notes, health data, and Medicaid data completed on time and accurate. | Rarely has sub plans, behavior notes, health data, and Medicaid data completed on time and accurate. |
| Personal Initiative | Always performs job responsibilities with minimal supervision and infrequent repetition of direction. | Consistently performs job responsibilities with minimal supervision and infrequent repetition of direction. | Inconsistently performs job responsibilities with minimal supervision and infrequent repetition of direction. | Rarely performs job responsibilities with minimal supervision and infrequent repetition of direction. |
| Application Strategies | Always applies intervention strategies to promote student learning and safety (e.g. BIP, CPI, Health Plan, Classroom Plan, PBIS) | Consistently applies intervention strategies to promote student learning and safety (e.g. BIP, CPI, Health Plan, Classroom Plan, PBIS) | Inconsistently applies intervention strategies to promote student learning and safety (e.g. BIP, CPI, Health Plan, Classroom Plan, PBIS) | Rarely applies intervention strategies to promote student learning and safety (e.g. BIP, CPI, Health Plan, Classroom Plan, PBIS) |

**Paraprofessional Evaluation Tool
Garden City Public Schools**

| | | | | | |
|---|--|------------------------------|-----------------------|---------------------------------|-------------------------|
| Name _____ | | Building _____ | | | |
| Professionalism | | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
| 1. Attendance. | | | | X | |
| 2. Student Centered | | | | | |
| 3. Staff Communication | | | | | |
| 4. Diversity | | | | | |
| Comments: | | | | | |
| | | | | | |
| | | | | | |
| Alignment with District/Building Policies and Procedures | | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
| 1. Portrays a Positive District/Program Image | | | | | |
| 2. Maintains Privacy and Confidentiality Laws | | | | | |
| Comments: | | | | | |
| | | | | | |
| | | | | | |
| Professional Development, Growth and Adaptability | | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
| 1. Adaptability | | | | | |
| 2. Professional Development and Growth | | | | | |
| Comments: | | | | | |
| | | | | | |
| | | | | | |
| Job Competency | | 4 Highly Effective | 3 Effective | 2 Minimally Effective | 1 Ineffective |
| 1. Follows Directions | | | | | |
| 2. Completion of Documents | | | | | |
| 3. Personal Initiative | | | | | |
| 4. Application | | | | | |
| Comments: | | | | | |
| | | | | | |
| | | | | | |

Please comment below regarding unique aspects of this employee's assignment

Employee's overall performance is: circle one **Highly Effective** **Effective** **Minimally Effective** **Ineffective**
For the purpose of evaluation only, this is not to be used to "rank" staff members, 48-43 points=Highly Effective; 42-30
General Comments:

Date of 1st Observation _____
Area(s) of Concern:
 None

Date of 2nd Observation _____**
**if areas of concern are checked in 1st observation
Area(s) of Concern:
 None
 Area(s) from 1st Observation are no longer a concern

Observing Administrator's Signature/Date

Observing Administrator's Signature/Date

*NOTE: Check if evaluation was done by other than building administrator.

In the event a paraprofessionals overall performance is determined to be Ineffective, an Individualized Development Plan (IDP) will be drafted.

____ I have completed a conference with my evaluating administrator concerning my performance.
____ I have been provided with a signed and dated copy of this evaluation form.
____ I have received a Minimally Effective or Ineffective overall performance from my evaluating administrator and request an appeal and review by a supervising administrator. Appeal/review will be completed by the last day of school.

My signature indicates that I have reviewed this evaluation document. It does not indicate my agreement or disagreement with any of the content herein.

Paraprofessional's Signature

Date

Evaluating Administrator's Signature

Date

Employee has seven (7) work days to attach any documentation felt necessary, and return to the office.
I will be attaching a written response to this evaluation

ARTICLE 14 – Retirement and Death Benefits

A. Eligibility for Retirement Benefits:

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

1. **General Situation:**
Eligible to receive Michigan Public School Employees' Retirement benefits.
2. **Special Situation:**
Thirty (30) years of service to the Garden City School System.
3. **Health:**
After ten (10) or more years of service to Garden City Public Schools and upon certification by a Retirement Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the employee may retire.
4. **Limitation:**
Only one retirement benefit can be collected by an employee.

B. Retirement Benefits:

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

1. Thirty-five dollars (\$35) per day for unused sick leave up to 60 days;
Fifty dollars (\$50) per day for unused sick leave above 60 days.

or
2. One hundred twenty-five (\$125) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service effective July 1, 2000.
3. An employee shall receive an amount as described in either "1" or "2" above, whichever is greater.

C. Optional Retiree's Health and Life Insurance Benefits

1. **Eligibility:**

Employees who retire under Section A of this ARTICLE are eligible to carry the following life insurance coverage under the District's group plan.

2. **Coverage:**

| <u>Life Insurance</u> | <u>Cost to Retirees</u> | |
|--------------------------------------|-------------------------|------------|
| From date of retirement until age 70 | \$7,500 | Group Rate |
| From age 70 on | \$3,500 | Group Rate |

3. **Payments:**

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. The first payment will be due no later than thirty (30) days after termination of employment.

4. For those Members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire by June 30, 2013, the Board shall provide reimbursement to the retiree up to \$1,500 per year (reimbursement to be paid semi-annually in January and June) toward the payment of the Michigan Public School Employees' Retirement System hospitalization coverage. This reimbursement shall cease at age 65. Those retiring between July 1, 2013 and June 30, 2014 shall receive the above reimbursement for 5 years or until the age of 65, whichever occurs first. Those retiring July 1, 2014 or later shall not receive reimbursement toward the payment of the Michigan Public School Employees' Retirement System hospitalization coverage.

D. **Death Benefits**

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of the employee, regardless of years of service.

ARTICLE 15 – Employee Discipline

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without cause sustained by fact.
- B. Whenever an employee is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have an opportunity to have present a GCISS Officer.
- C. Any formal discipline or charge, written or verbal, leveled at an employee for a violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice shall be subject to the Grievance Procedure set forth in ARTICLE VIII.
- D. An employee has the right to attach a rebuttal to any written discipline placed in his file.
- E. An employee who comes to work under the influence of alcohol, illegal drugs, or 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 use of alcohol, illegal drugs or non-prescribed substances or who comes to work having abused prescription medication, has committed a very serious offense. Under the influence will be substantiated by a positive drug or alcohol test performed by the clinic used for pre-employment screening. Any employee suspected of being under the influence will be drug and alcohol tested.

First offense: Once a positive result is confirmed the employee shall participate and complete a treatment program. Once the employee is enrolled, he may return to work. Mandatory, random drug/alcohol testing may be done, at the expense and discretion of the District. An employee whose random test is positive may be discharged.

Second offense: The employee must complete a treatment program before he will be allowed to return to work. An employee participating in a treatment program will continue to receive all fringe benefits while enrolled in the program, as with all other paid leaves.

Third offense: Will automatically result in discharge.

An employee may voluntarily enroll in a treatment program without jeopardy so long as the enrollment occurs prior to the identification of a work-related problem by the Board.

ARTICLE 16 – Vacations

All full-time employees shall be eligible for paid vacations, to be determined on the following basis.

- A. All twelve (12) month employees shall receive thirteen (13) vacation days with pay, up to a total of twenty-three (23) paid vacation days. After the fourth year, one (1) day shall be granted upon completion of each additional year, through fourteen (14) years. For example, upon completion of the fifth (5th) year, a twelve (12) month employee would be entitled to fourteen (14) paid vacation days; upon completion of the sixth (6th) year, a twelve (12) month employee would be entitled to fifteen paid vacation days, etc., up to a total of twenty-three (23) paid vacation days.

NOTE: In calculating earned vacation days beyond the initial thirteen (13) days of vacation, the anniversary date of employment and total years of continuous regular employment shall determine each additional earned day and said additional day shall be added to the next regularly scheduled vacation period.

B. Ten Month Employees

1. All full-time 41, 42, and 45-week employees, after completion of one (1) full school year of service, shall be entitled to eleven (11) paid vacation days to be taken the subsequent school year.
2. A 41, 42, or 45-week employee who has at least one (1) year of service with Garden City Schools, shall take all days (prorated if part-time) not scheduled as school attendance days or holidays, within the Winter and Spring recesses as vacation days in lieu of the other vacation provisions for such employees in this ARTICLE, provided he would have earned the maximum number of vacation days possible under the other provisions of this ARTICLE.

First-year, ten (10) month employees who do not have sufficient accrued time for the Winter/Spring recess days not scheduled as school attendance days or holiday, shall supplement accrued time with personal business (as an exception) and/or pay dock (as an exception) or work at a worksite designated by the School District. Effective September 27, 2010, first-year, ten (10) month employees who do not have sufficient accrued time for the Winter/Spring recess days not scheduled as school attendance days or holiday will not be allowed to work the Winter and/or Spring recess breaks unless requested by Administration.

3. Each year, the Administration will develop a vacation calendar which identifies days that the use of vacation is required, permitted, or prohibited for ten-month employees.
- C. An employee must be in pay status for fifteen (15) working days of any calendar month in order to earn a vacation day for that month. In the event that in any one month an employee does not meet the minimum requirement of fifteen (15) working days in pay status, the contracted vacation allotment for that individual will be reduced by the one vacation day that would have been earned in pay status. (Calculation of this provision for ten-month employees during the months of June and August will be determined on a pro-rata basis.)
 - D. An employee shall have the right to request the time of vacation with approval of the Superintendent's designee. Vacation time cannot be approved for more than five (5) days. Employees may be required to provide medical documentation for any absence on a date where a vacation request was denied.
 1. Use of vacation time during the ESY Program for Students with Autism will be prohibited
 - E. Vacation pay can be paid in advance of such employee's vacation period on his last payday prior to his vacation if requested in writing at least three (3) weeks in advance of said payday.
 - F. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
 - G. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, employees shall be entitled to any unused vacation allowance at the rate of pay received by them at the time the allowance was earned. In the case of transfer to a position requiring fewer working hours or fewer weeks of employment, a cash payout for any difference in pay rate and/or useable vacation days will be made.
 - H. If any employee is requested by his administrator to postpone his vacation time because of an emergency work load, it is understood that he will not be required to forfeit any part of his earned vacation time and shall be allowed to take his vacation time after the emergency has been resolved and within a time limit mutually agreeable to himself and his immediate administrator; or, in case of unusual circumstance, to accept his vacation pay in lieu of time off if approved by the Superintendent or his designee.

- I. A maximum of fifteen (15) unused, earned vacation days may be carried over from one fiscal year to another. Individuals may elect to be paid out for vacation days in excess beyond this limit up to five (5) days at a rate of pay of \$65 per day at the conclusion of the current school year.
- J. Upon retirement, vacation days will be paid at currently hourly rate.

ARTICLE 17 – Negotiation Procedures

- A. Upon ratification of the Master Contract, the GCISS shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the GCISS except by written mutual consent and as provided in Sections B and C of this ARTICLE. This shall not be interpreted to deny the GCISS's rights under PERA to demand to bargain; this is not a waiver of bargaining rights.

- B. Within ninety (90) days, not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice, the parties will begin negotiations for a new Agreement for the following year (or years) covering wages, hours and terms and conditions of employment of bargaining unit members.

- C. In the 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 ten (10) representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Members of the bargaining unit; 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.

ARTICLE 18 – Grievance Procedure

A. Definitions

1. Grievance Any alleged violation of the terms of this Agreement
2. Aggrieved Employee The person or persons making the claim
3. Employee Includes any individual or group who is a member of the bargaining unit covered by this Contract
4. Party of Interest An employee of the Board, or the Board, who might be required to take action, or against whom action might be taken in order to resolve the problem
5. Days Shall mean scheduled working days

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and have the grievance adjusted without intervention of the GCISS, if any necessary adjustment is not inconsistent with the terms of this Agreement.

C. Structure

1. The GCISS shall have an established Grievance Committee, whose membership shall be known to all “parties of interest”; and that upon ratification of this Agreement, the GCISS will furnish the Board the names of the Chair of the Grievance Committee.
2. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building. Said designee shall not be the administrator against whom the grievance is filed.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual written consent. If the grievance is filed on or after June 1, the time limits may be reduced by mutual agreement in order to effect a solution prior to the end of the school year. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the Article and Section of the Agreement allegedly violated, and the relief requested.

1. Level One – Informal/Verbal

- a. An employee with a concern which he identifies as a grievance shall discuss it with the administrator against whom he is aggrieved and at the lowest appropriate level of authority, individually or together with his GCISS representative(s), through the GCISS representative(s), or with representatives of either party of interest present, within ten (10) business days of the occurrence or knowledge of the event giving rise to the grievance.
- b. As soon as possible, but within five (5) days after presentation of the grievance, the administrator will render a verbal decision to all parties of interest.

2. Level Two – Written to Associate Superintendent/Superintendent's Designee

- a. In the event the aggrieved person or the GCISS is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days of the filing of the Level One grievance, in accordance with the timelines delineated in Level One, he may file the grievance in writing. The written grievance must be filed with the Associate Superintendent or Superintendent's designee within ten (10) days of the receipt or due date of the Level One verbal answer. The grievance shall specify the facts giving rise to the grievance, the Article and Section of the Agreement allegedly violated, the rationale as to why the facts constitute a grievance, and the remedy sought.
- b. Within ten (10) days from receipt of the written grievance, the Associate Superintendent or Superintendent's designee shall submit

his written decision as to the solution, with copies to all parties as noted above.

3. Level Three – Written to Superintendent/Superintendent’s Designee

- a. In the event the aggrieved person of the GCISS is not satisfied with the disposition of his grievance at Level Two, he may file the grievance in writing to the Superintendent, or their designee, within ten (10) days of the Level Two written answer.
- b. Within twenty (20) days of receipt of the administrator’s written report, the Grievance Committee shall decide whether or not to pursue the grievance. If the committee decides to pursue the grievance, it shall, within the same twenty- (20) day period, process the written grievance to the Superintendent of Schools or his designee with copies to all parties of interest.
- c. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent will hold a hearing where the parties of interest may present in person the facts pertaining to the grievance. Within fifteen (15) days after the hearing, the Superintendent shall render his decision in writing.

4. Level Four – Arbitration

In the event the grievance is not resolved to the satisfaction of the GCISS at Level Three, the GCISS may, within twenty (20) days of the Level Three, decision, submit a demand to arbitrate the grievance to the Board of the Michigan Employment Relations Commission.

If the parties cannot agree as to the arbitrator, he shall be selected by the Michigan Employment Relations Commission in accordance with its rules. Such rules shall also govern the arbitration proceedings.

The arbitrator shall have no power to alter or add to or subtract from terms of this agreement.

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

The fees and expenses of the arbitrator as well as any fees or expenses charged by the Michigan Employment Relations Committee, shall be shared equally by the parties.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another employee or legal counsel; providing, however, that any employee may in no event be represented by an officer, agent or outside representative of any organization other than the GCISS, or an attorney associated with its affiliate.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms as previously designed shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance, within the limits specified in ARTICLE 5, Section C.
6. The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level with the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
7. The following matters shall not be considered to be the basis of any grievance under the procedures as outlined in this ARTICLE: The termination of service of, or failure to reemploy, any probationary employee by the Board.

8. 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 and Level Two procedures directed to the Superintendent's designee and Level Three procedure directed to the Superintendent.
9. The sole remedy available to any employee for an alleged breach of this Agreement or any alleged violation of his rights hereunder, will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has.
10. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
11. Any employee, when attending any meeting at the request of the employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the employer representative for a period during the employees' regular working hours.

GARDEN CITY PUBLIC SCHOOLS

GARDEN CITY INSTRUCTIONAL SUPPORT STAFF

GRIEVANCE FORM

Aggrieved Employee(s) _____ Bldg/Dept. _____

Date of Alleged Violation _____

Date of Level 1 Verbal discussion _____
(within 15 days of alleged violation)

Date of Level 1 Verbal decision _____
(within 11 days of verbal discussion)

Level 1 employee/GCISS representative

Level 1 supervisor/district representative

Type of Alleged Violation Contractual Disciplinary Other

Alleged Violation of Agreement

Article _____
Section(s) _____

Article _____
Section(s) _____

Article _____
Section(s) _____

Facts and Rationale

Remedy Sought

Witness(s) Names

Signature of employee or GCISS representative

Signature of District representative and date received

Date of L1 discussion _____
(within 10 days of alleged violation)

L1 decision due date _____
(within 5 days of L1 discussion)

Date of L1 decision _____

Date of L2 written _____
(within 10 days of L1 decision)

L2 decision due date _____
(within 10 days of written grievance)

Date of L2 decision _____

Date of L3 written _____
(within 10 days of Level 2 decision)

L3 Hearing due date _____
(within 10 days of written grievance)

Date of L3 Hearing _____

L3 decision due date _____
(within 15 days of L3 Hearing)

Date of L3 decision _____

ARTICLE 19 – Layoff

- A. Any employee to be laid off shall be notified in writing with as much advance notice as possible. The District will strive to do this in sixty (60) calendar days, but not less than forty-five (45) calendar days. This clause does not apply to 1:1 and overload positions.

- B. When faced with a necessary reduction of staff, the Board shall handle such, to the degree possible, by not filling vacancies. An employee unassigned due to the elimination of a position may temporarily fill an open position. The unassigned employee shall retain his current wage or wage of the open position, whichever is higher, until the unassigned employee is permanently assigned.

- C. All part-time Adult Education School Paraprofessionals shall be listed on a separate seniority list by date of hire. If a part-time Adult Education School Paraprofessional is hired into the other clerical seniority group, he may not use seniority from their list for the purpose of bidding or job preference but shall be considered if his qualifications meet the standards for the position.

- D. In the event necessary reduction of staff requires the layoff of employees, the following procedures will be followed:
 - 1. Identify positions to be eliminated.

 - 2. Provide layoff notification to the least senior employees equal in FTE number to the FTE number of positions eliminated.

 - 3. For each position that has been eliminated, all positions of equal or lesser level occupied by employees less senior than the employee whose job has been eliminated will be identified and declared vacant. Such employees would be considered unassigned and their positions made available through an open posting and bidding process.

 - 4. Unassigned employees shall not forfeit benefits during periods of unassignment and shall have the right to bid positions subject to the seniority provisions of this agreement. Unassigned employees are employees who are not assigned to a position for reasons other than layoff.

 - 5. Employees occupying positions declared vacant shall continue to occupy those positions until the open posting and bid process is completed.

6. In the event that a temporary (overload, 1:1) position is eliminated during the course of the school year, this language does not apply.
- E. Employees will be called back from layoff status in order of greatest years of service to the District provided that an employee may be passed over for call-back if he does not meet the qualifications of the vacant position for which the call-back is being made. When an employee on layoff is offered an open position, which carries the same classification or a higher classification as the position held when the employee was laid off and the employee refuses said position, it will be considered a voluntary resignation.
- F. Any demotion directly or indirectly resulting from implementation of the procedures of this ARTICLE shall provide that the employee remains at the hourly level of pay received for a period not to exceed two (2) years or until hourly rate of position assumed equals or exceeds previous level of hourly pay, whichever comes first.
- G. In applying the wage protection provision in this ARTICLE, the total wages paid in conjunction with the unemployment compensation benefits are not to exceed the total wage protection requirements. In the event that earnings exceed the maximum protection amount, the District is entitled to the recovery of the excess money from the appropriate individual employee.
- H. All fringe benefits accumulated by an employee prior to his layoff shall be held frozen pending his return. Earned vacation will be paid, upon request, to the employee at the time of layoff. Should a member's position be outsourced, the member laid off due to this outsourcing may request payment of unused sick time at the contractual retirement calculations.
- I. An employee on layoff status may continue group insurance coverage (except for disability income) at his expense, except that the Board will continue to pay premiums for employees on layoff status resulting from strikes by other bargaining groups. In the event of layoff where an employee will not be recalled for greater than one year, health and dental benefits then provided to the employee will be continued for sixty (60) days beyond the month of layoff.
- J. Employees on layoff status shall be given preference for on-call employment in order of greatest seniority and shall be paid at their regular rate for one (1) year when performing on-call assignments.
- K. Employees on layoff status may bid on positions subject to the seniority provision of this Agreement.

- L. If application of the above layoff provisions results in assignment of an employee to a different position and such different position is one he does not wish to fill, such employee may, if the Board consents, elect to take a voluntary layoff. Any such voluntary layoff shall be governed by the following:
1. The employee must request such voluntary layoff, in writing, within twenty-one (21) calendar days after being notified of the change (or prospective change) in his assignment. Such written request must acknowledge that the employee understands and agrees to all of the provisions in Section 1.
 2. The voluntary layoff will continue until such time as the employee's original position (i.e., a position substantially the same as the position occupied at the time of election to take voluntary layoff) becomes again available on the basis of the employee's years of service and ability to meet qualifications. In such event, the employee will be given written notice of recall. If he does not report for duty within fifteen (15) calendar days after mailing of the recall notice to his address as shown on Board records, he will be conclusively presumed to have resigned and all of his seniority or other rights will terminate. (It shall be the employee's responsibility to keep the Board notified, in writing, of any change in his address.)
 3. When an employee on voluntary layoff is offered an open position that carries a lower classification than the position he held when the voluntary layoff took effect, the employee may decline same.
 4. When an employee on voluntary layoff is offered an open position that carries the same classification as the position held when he elected voluntary layoff or carries a higher classification and he refuses, it will be considered a voluntary resignation.
 5. Voluntary layoffs become effective when there is job elimination.
 6. Employees on leaves of absence are not eligible to request a voluntary layoff.

ARTICLE 20 – Protection of Employees

- A. Any case of assault upon an employee during the course of his employment shall be promptly reported to the administration. The Board will provide legal counsel to advise the employee of his rights and legal processes with respect to such assault.
- B. If an employee is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board per its Workers' Compensation Policy.
- C. Any complaints or charges directed toward an employee shall be promptly called to the employee's attention. An employee shall be deemed innocent of any and all charges until proven otherwise.

Meetings for disciplinary or investigatory purposes shall be initiated as soon as possible, within five (5) working days of the administrator's knowledge of the incident. The Member shall be immediately advised of the possibility of disciplinary action and a union officer notified and provided the opportunity to be present at the meeting. Discipline, if any, will be meted out six (6) days after the original meeting. If an extension of five (5) days is needed, the union will be notified.

- D. The Board shall cover employees with employment liability insurance under the District's multi-peril policy.
- E. 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 teacher 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 Chief Financial Officer and must be accompanied with a recommendation by the building administrator or program administration with an invoice showing replacement or purchase of the item. Damaged or broken items shall become the property of the School District. This policy will not cover automobile damage, personal equipment damage or items that are stolen or allegedly stolen while on the school premises.

ARTICLE 21 – Great Start Readiness Program (GSRP) Associate Teachers

- A. GSRP Associate Teachers will receive the following paid holidays when students are not in attendance:
 - 1. Wednesday before Thanksgiving
 - 2. Thanksgiving Day
 - 3. Christmas Eve
 - 4. Christmas Day
 - 5. New Year’s Eve
 - 6. New Year’s Day
 - 7. Monday following the Easter holiday (in alignment with the GCISS Holiday Calendar)
 - 8. .5 Day – Thursday before Memorial Day (to the extent the District school calendar reflects a half day)

- B. Hours of Work for GSRP Associate Teachers will vary according to their assigned programs, as delineated in Article 5, Section A.

- C. GSRP Associate Teachers will be given consideration for employment as a paraprofessional and/or administrative assistant, in accordance with Article 7, Section C.

- D. GSRP positions are not subject to any arena bid.

- E. Paid Time Off
 - 1. Sick leave time will be provided to GSRP Associate Teachers at the rate of one paid sick day per month worked, in accordance with Article 11, Section A.
 - 2. GSRP Associate Teachers are permitted two (2) personal business days per year. Use of personal business time will be enforced consistent with the provisions delineated in Sections B(2) through B(5) of Article 11.
 - 3. Vacation time will be provided to GSRP Associate Teachers at the rate of four (4) vacation days per school year, three of which will be used during the winter break.

- F. All provisions stipulated within this entire Agreement are applicable to GSRP Associate Teachers unless explicitly otherwise stated within this Article or within other areas of this Agreement.

ARTICLE 22 – Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Board. The absence of language in the Master Agreement is not construed as making any provision of the Master Agreement contrary to or inconsistent with any provision of the policies of the Board of Education.
- B. Copies of the Agreement shall be distributed electronically and presented to all GCISS Members now employed or hereafter employed by the Board for the duration of this Contract. Members will be permitted to print hard copies in their respective buildings.
- C. If any provision of this Agreement or its application shall be found contrary to the law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect for the duration of this Contract.
- D. Members of the GCISS and the Officers thereof, individually and collectively, share with the Administration and the Board the mutual responsibility of the total enforcement of this Contract.
- E. Current benefits received by employees shall not be jeopardized during negotiation of this Agreement or upon signing thereof, unless specifically altered by provisions contained herein.
- F. The Board shall pay wages, conference fees and expenses for employees' attendance at in-service sessions, workshops and conferences for their professional improvement. The request to attend these sessions may be initiated by the Membership or the Administration and are subject to the approval of the Superintendent or his designee. Release time to attend the above will be provided. The Board agrees to provide a minimum of \$4000 per school year for in-service training for Members of the GCISS. Attempts shall be made to provide an equitable distribution of conference funds across the unit.
- G. Tuition Reimbursement
 - 1. Employees will be reimbursed for courses taken to improve competency and skills on the job. Courses must have prior approval by the Superintendent or his designee.

2. An employee must receive pre-approval from the Superintendent or his designee for a course of study deemed acceptable for reimbursement. The course of study must be applicable to a position within the union. Elective classes must meet the acceptable course guidelines.
3. Reimbursement for tuition shall be limited for a total not to exceed an average six (6) semester hours per year over a two consecutive year period beginning with the 2004-2005 school year. An additional condition of reimbursement is documentation of a passing grade in the class.

As an aide to such interpretation, the parties have agreed on the following examples of acceptable courses. (This list is not all-inclusive and is intended only as a guideline.)

SKILL IMPROVEMENT

Bookkeeping
 Accounting
 Computer
 English
 Math
 Behavior Management
 Psychology

NOT ACCEPTABLE

Sociology
 Biology
 Chemistry
 Physics

- H. Work performance on the part of the employees in reference to their working conditions will be determined entirely and exclusively according to this Master Agreement and will not be related to or affected by, neither directly nor indirectly, the behavior of any other employee group of the Garden City Board of Education.
- I. Effective September 1, 1966, comparable experience up to the two (2) year level on the Salary Schedule can be allowed for a specific position after the probationary period [for both ten (10) and twelve (12) month employees] has been satisfied. The Personnel Office shall notify employees five (5) days prior to the end of the probationary period.
- J. Employees of this unit shall be supplied with all equipment and materials necessary to successfully carry out the duties of the position, including admission fees to any community experiences or field trips he is required to attend.

- K. Employees who travel between buildings shall be given fifteen (15) minutes travel time within their work day and be paid the current mileage rate.
- L. The District shall provide one (1) mutual fund option under 403(b) and the GCISS shall form a committee to provide input to that selection.
- M. This Agreement and the established past practices shall constitute the full and complete commitment between the parties. Any Party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.
- N. During the 1995-96 school year, the representatives of the District and the GCISS shall conduct a review of skill requirements for each position within the bargaining unit. Any modifications in skill requirements, which may occur as a result of mutual agreement between the parties, shall become effective July 1, 1996. The failure of the parties to mutually agree to change existing skill requirements (for any and/or all positions) prior to June 30, 1996 shall result in the skill requirements for those positions remaining unchanged.
- O. The parties understand and agree that this Agreement must be interpreted and applied consistent with the terms of the “No Child Left Behind” Act. As such terms become effective, the District and Union agree to work cooperatively in such implementation.
- P. Once a member is placed in a position requiring a passing score on the Work Keys test, if that member paid the Work Keys testing fee in the current fiscal year, the District will then reimburse the member for the testing fee as long as it is an eligible expenditure of a non-General Fund project. Reimbursement for Work Keys testing fees outside of the current fiscal year may be made utilizing funds provided pursuant to Article 21 (F), not to exceed \$400 per school year.
- Q. One (1) professional development day per year will be reserved for GCISS members to facilitate professional development specific to its membership. Such professional development activities will be pre-approved by the Director of Special Services or Associate Superintendent. Additional time for professional development facilitated by the GCISS may be approved by the Associate Superintendent, if deemed necessary and it does not interfere with other District-planned professional development activities. All professional development will be held on days the District has set aside for professional development purposes.

SCHEDULE A - HOURLY WAGE TABLE

| 2024-25 Hourly Rate (5% on-schedule + 1% off schedule) | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level | Step | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8(2) |
| Administrative Assistant Classification | | | | | | | | | |
| Admin. (1) | \$ 18.28 | \$ 19.09 | \$ 19.90 | \$ 20.71 | \$ 21.51 | \$ 22.40 | \$ 23.80 | \$ 25.20 | \$ 27.29 |
| Admin. (2) | \$ 17.17 | \$ 17.98 | \$ 18.80 | \$ 19.60 | \$ 20.41 | \$ 21.29 | \$ 22.70 | \$ 24.10 | \$ 26.09 |
| Admin. (3) | \$ 16.36 | \$ 17.17 | \$ 17.98 | \$ 18.80 | \$ 19.60 | \$ 20.49 | \$ 21.89 | \$ 23.29 | \$ 25.22 |
| Admin. (4) | \$ 15.55 | \$ 16.36 | \$ 17.17 | \$ 17.98 | \$ 18.80 | \$ 19.68 | \$ 21.08 | \$ 22.47 | \$ 24.34 |
| Paraprofessional Classification | | | | | | | | | |
| Act 18 Paraprofessional (5) | \$ 15.78 | \$ 16.59 | \$ 17.40 | \$ 18.22 | \$ 19.03 | \$ 19.90 | \$ 21.31 | \$ 22.70 | \$ 24.50 |
| Paraprofessional/Assoc. Teacher (6) | \$ 14.74 | \$ 15.55 | \$ 16.36 | \$ 17.18 | \$ 17.99 | \$ 18.86 | \$ 20.27 | \$ 21.66 | \$ 23.46 |

| 2025-26 Hourly Rate (5% on-schedule) | | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level | Step | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8(2) |
| Administrative Assistant Classification | | | | | | | | | |
| Admin. (1) | \$ 18.65 | \$ 19.47 | \$ 20.30 | \$ 21.12 | \$ 21.94 | \$ 22.84 | \$ 24.28 | \$ 25.70 | \$ 27.84 |
| Admin. (2) | \$ 17.51 | \$ 18.34 | \$ 19.17 | \$ 20.00 | \$ 20.82 | \$ 21.72 | \$ 23.16 | \$ 24.58 | \$ 26.61 |
| Admin. (3) | \$ 16.69 | \$ 17.51 | \$ 18.34 | \$ 19.17 | \$ 20.00 | \$ 20.90 | \$ 22.33 | \$ 23.75 | \$ 25.73 |
| Admin. (4) | \$ 15.86 | \$ 16.69 | \$ 17.51 | \$ 18.34 | \$ 19.17 | \$ 20.07 | \$ 21.51 | \$ 22.92 | \$ 24.83 |
| Paraprofessional Classification | | | | | | | | | |
| Act 18 Paraprofessional (5) | \$ 16.10 | \$ 16.92 | \$ 17.75 | \$ 18.58 | \$ 19.41 | \$ 20.30 | \$ 21.73 | \$ 23.16 | \$ 24.99 |
| Paraprofessional/Assoc. Teacher (6) | \$ 15.04 | \$ 15.86 | \$ 16.69 | \$ 17.52 | \$ 18.35 | \$ 19.24 | \$ 20.67 | \$ 22.09 | \$ 23.93 |

| 2026-27 Hourly Rate (5% on-schedule) | | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Level | Step | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8(2) |
| Administrative Assistant Classification | | | | | | | | | |
| Admin. (1) | \$ 19.02 | \$ 19.86 | \$ 20.70 | \$ 21.54 | \$ 22.38 | \$ 23.30 | \$ 24.77 | \$ 26.22 | \$ 28.39 |
| Admin. (2) | \$ 17.86 | \$ 18.70 | \$ 19.55 | \$ 20.40 | \$ 21.24 | \$ 22.15 | \$ 23.62 | \$ 25.07 | \$ 27.15 |
| Admin. (3) | \$ 17.02 | \$ 17.86 | \$ 18.70 | \$ 19.55 | \$ 20.40 | \$ 21.31 | \$ 22.78 | \$ 24.23 | \$ 26.24 |
| Admin. (4) | \$ 16.18 | \$ 17.02 | \$ 17.86 | \$ 18.70 | \$ 19.55 | \$ 20.47 | \$ 21.94 | \$ 23.38 | \$ 25.32 |
| Paraprofessional Classification | | | | | | | | | |
| Act 18 Paraprofessional (5) | \$ 16.42 | \$ 17.26 | \$ 18.10 | \$ 18.95 | \$ 19.80 | \$ 20.70 | \$ 22.17 | \$ 23.62 | \$ 25.49 |
| Paraprofessional/Assoc. Teacher (6) | \$ 15.34 | \$ 16.18 | \$ 17.02 | \$ 17.87 | \$ 18.71 | \$ 19.62 | \$ 21.08 | \$ 22.54 | \$ 24.40 |

Level Classifications

Level 1 Administrative Assistant/CFO, Special Services Administrative Assistant, Pupil Accounting Administrative Assistant, Data Processing Coordinator, Purchasing Administrative Assistant, Employee Benefits Specialist, Accounts Bookkeeper

Level 2 Guest Staff Coordinator, Buildings & Grounds Administrative Assistant, Business Office Support Specialist, Curriculum Services Administrative Assistant, Special Services Administrative Assistant, Student Services Administrative Assistant

Level 3 Head High School Administrative Assistant (12 months), High School Bookkeeper, Head Middle School Administrative Assistant, High School Attendance Administrative Assistant (10 months), Cambridge Administrative Assistants (12 months)

Level 4 High School Administrative Assistants (10 months), Middle School Administrative Assistants, Elementary School Administrative Assistants, Media Paraprofessionals, Burger

Administrative Assistants

Level 5 Burger Program Paraprofessionals

Level 6 Special Program Paraprofessionals, GSRP Associate Teachers

GSRP Associate Teachers with 5+ years in District program will be placed in Level 6, Step 2 for the 2024-2025 school year. All other GSRP Associate Teachers will be placed in Level 6, Step 1 for the 2024-2025 school year.

**GCISS Holiday Calendar
2024 – 2027**

| HOLIDAY | | 2024-2025 | 2025-2026 | 2026-2027 |
|---|----|--|---|---|
| Independence Day | | Thurs, 7/4 Fri, 7/5 | Fri, 7/4 | (falls on Sat) |
| Labor Day | | Mon, 9/2 | Mon, 9/1 | Mon, 9/7 |
| Wednesday immediately preceding Thanksgiving Day | *+ | Wed, 11/27 | Wed, 11/26 | Wed, 11/25 |
| Thanksgiving Day | | Thurs, 11/28 | Thurs, 11/27 | Thurs, 11/26 |
| Friday immediately following Thanksgiving Day | | Fri, 11/29 | Fri, 11/28 | Fri, 11/27 |
| Christmas Eve | | Tues, 12/24 | Wed, 12/24 | Thurs, 12/24 |
| Christmas Day | | Wed, 12/25 | Thurs, 12/25 | Fri, 12/25 |
| Days between Christmas Day and New Year’s Eve | | Mon, 12/23 Thurs, 12/26 Fri, 12/27 Mon, 12/30 | Fri, 12/26 Mon, 12/29 Tues, 12/30 | Mon, 12/28 Tues, 12/29 Wed, 12/30 |
| New Year’s Eve | | Tues, 12/31 | Wed, 12/31 | Thurs, 12/31 |
| New Year’s Day | | Wed, 1/1 | Thurs, 1/1 Fri, 1/2 | Fri, 1/1 |
| Martin Luther King Jr. Day | * | Mon, 1/20 | Mon, 1/19 | Mon, 1/18 |
| Mid-Winter Break | | Mon, 2/17 | Mon, 2/16 | Mon, 2/15 |
| Easter Monday | | Mon, 3/24 | Mon, 4/6 | Mon, 3/29 |
| Good Friday | | Fri, 4/18 | Fri, 4/3 | Fri, 3/26 |
| Friday immediately preceding Memorial Day | * | Fri, 5/23 | Fri, 5/22 | Fri, 5/28 |
| Memorial Day | | Mon, 5/26 | Mon, 5/25 | Mon, 5/31 |

Any scheduled work days that result in a school closure due to changes in the District calendar will become paid holidays for GCISS members. This provision serves to hold members harmless from any reduction in days for which GCISS members are currently compensated.

* Contingent upon instructional calendar

+ Per current contract language (Article 4, Section K)

GSRP Holiday Calendar 2024 – 2027

| HOLIDAY | | 2024-2025 | 2025-2026 | 2026-2027 |
|---|----|------------------|------------------------|------------------|
| Wednesday immediately preceding Thanksgiving Day | *+ | Wed, 11/27 | Wed, 11/26 | Wed, 11/25 |
| Thanksgiving Day | | Thurs, 11/28 | Thurs, 11/27 | Thurs, 11/26 |
| Friday immediately following Thanksgiving Day | | Fri, 11/29 | Fri, 11/28 | Fri, 11/27 |
| New Year’s Eve | | Tues, 12/31 | Wed, 12/31 | Thurs, 12/31 |
| New Year’s Day | | Wed, 1/1 | Thurs, 1/1 Fri, 1/2 | Fri, 1/1 |
| Mid-Winter Break | | Mon, 2/17 | Mon, 2/16 | Mon, 2/15 |
| Easter Monday | | Mon, 3/24 | Mon, 4/6 | Mon, 3/29 |
| Good Friday | | F, 4/18 | Fri, 4/3 | Fri, 3/26 |

Any scheduled work days that result in a school closure due to changes in the District calendar will become paid holidays for GCISS members. This provision serves to hold members harmless from any reduction in days for which GCISS members are currently compensated.

* Contingent upon instructional calendar

+ Per current contract language (Article 4, Section K)

SCHEDULE B
GROUP INSURANCE COVERAGE

Each time a new insurance policy is agreed to by the District, the parties agree to independently review current plans and policies and then meet to correct any discrepancies outlined in current plans and policies that are not representative of the plan and policy language herein provided. The District will endeavor to assist employees in rectifying any differences that arise after this review is completed.

All provisions in this Article and this Agreement regarding insurances and other benefits plans or policies are subject to the terms and conditions specified in the Board's group insurance plans and policies. In the event of any discrepancy between this Agreement and a plan or policy, the terms of the plan or policy will govern. Disputes over claims or claim settlements between the employee and the carrier are not subject to the grievance procedure.

Employees hired after July 1, 2000 into positions which are scheduled for a minimum of twenty-five (25) hours per week shall be eligible for a full fringe benefit package as provided for in this Schedule. Employees hired after July 1, 2000 into positions which are scheduled for a minimum of twenty (20) hours per week but less than twenty-five (25) hours per week shall receive a prorated benefit package equal to 50% of the cost of a full package as provided for in this Schedule.

Employee Life Insurance Coverage

| | |
|----------------------------------|---------------------|
| Life of Employee | \$50,000 |
| Accidental Death & Dismemberment | \$50,000 (Schedule) |

Effective September 1, 2021, employees hired for the 2021-2022 school year and thereafter and who remain employed at age 70 or over, the amount of Basic and Supplemental Life Insurance is reduced to 50% of the full current benefit amount. This reduction does not apply to current employees.

Dependent Life Insurance Coverage

| | | |
|---|----------|-------|
| Lives of Dependent Children child) | \$10,000 | (each |
| 14 days to 19 years old (extended to 23 years if full time college student) | | |
| Life of Spouse | \$10,000 | |

Hospitalization and Major Medical Insurance Coverage (for Employees, Dependent Spouses and/or Children)

Effective July 1, 2021, new hire fringe benefits (health, dental, vision and LTD) will begin after the 30-day waiting period.

**Effective September 1, 2007, a \$10/\$20 prescription coverage rider for non-mail-in prescriptions will be in place for all medical insurance options.

ALL EMPLOYEES:

- Monthly health care premium contributions will be aligned with legislatively mandated rates and in accordance with Board election for 80/20 or the hard cap.

Addendum: The Board will continue to explore options for health care coverage that provides additional health coverage options for members. These options will be provided to the GCISS negotiations team for purposes of negotiating a minimum of two tiers of coverage options that employees may choose from.

OPTION: Eligible bargaining unit Members not electing health insurance will receive \$100 per month (\$1200 per year) subject to the conditions of the approved Section 125 cafeteria plan, to be remitted by the last day of each month. (Bargaining unit Members electing to receive the cash payment may deposit that amount into an approved 403(b) tax-deferred annuity, subject to the limitations as defined by U.S. Treasury regulations).

Employee Disability Insurance (Effective July 1, 2014, remove STD from contract; change LTD to start 90 calendar days after sickness or upon exhaustion of sick days)

Qualifying Period:

The greater of ninety (90) consecutive days of Total Disability or the end of the accumulated sick leave days applicable to the Insured, allowing for a thirty (30) day interruption period.

Benefit: 66-2/3 % of monthly salary* not to exceed a maximum of \$2750 per month, effective July 1, 2000.

*Monthly rate is determined by dividing annual salary by twelve (12).

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

Type of Coverage: Twenty-four- (24) hour

Integration with other income benefits:

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

Effective September 27, 2010, new hires will not receive STD benefits. LTD benefits for new hires will begin after 90 days or exhaustion of sick days, whichever is later.

Employees may opt to purchase self-paid short-term disability through payroll deduction.

Dental Insurance Coverage: (For Employees, Dependent Spouses and/or Dependent Children)

Blue Cross – Benefits equal to those provided by Blue Cross Dental Insurance excluding orthodontic benefit, as follows:

Blue Cross Dental

| | |
|-------------|---|
| CR-RC-10-10 | MBL \$1500 |
| Class I | 100% Oral Examinations, X-rays, Fluoride Treatments, Cleanings, Emergency First Aid Treatment** |
| Class II | 90% Restorative, Extractions, Root Canals, etc.** |
| Class III | 90% Dentures, Bridges** |

**\$1,500 Benefit

Vision Insurance Coverage: (For Employees, Dependent Spouses, and/or Dependent Children)

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

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

100% of customary and reasonable charges is paid if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70. An examination, frame and one pair of corrective lenses (including prescription sunglasses, photography lenses, or contact lenses) will be provided once in a 12-month plan year for each eligible member of the family.

NOTES:

1. Employees on approved leave may continue to carry the same coverage by paying the group rates. Payment to begin within thirty (30) days after beginning of leave.
2. Widow or widower of employee may carry dependent life, hospitalization and major medical coverage at group rate until remarriage.
3. Retired employees may carry group insurance coverage per the provisions indicated in the Retirement and Death Benefits ARTICLE of this Agreement.
4. Employees on layoff status may continue to carry the same coverage by paying the group rates. Payments to begin within thirty (30) days after placement on layoff status. *Exception:* The Board will continue to pay premiums for employees on layoff status resulting from strikes by members of other bargaining groups.

GARDEN CITY SCHOOL DISTRICT

SECTION 125 PLAN

1. Full-time Members (Members working at least 20 hours per week)

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 has coverage under another health care plan. The plan shall permit an eligible Member to elect to receive \$100 per month (\$1200 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, 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

DURATION OF AGREEMENT

This Agreement shall be in effect until June 30, 2027.

BOARD OF EDUCATION
GARDEN CITY PUBLIC SCHOOLS

GARDEN CITY INSTRUCTIONAL
SUPPORT STAFF

By *Jane Beccacci*
President

By *Paul R. Watson*
Chief Negotiator

By *Al Fallaci*
Secretary

By *Dennis Allen*
President

By *Stacy Williamson*
Chief Negotiator

By *Leoni A. Swick*
Secretary