

2024-2026 Contract Agreement  
Between  
The Garden City Education Association  
And  
The Board of Education  
Of  
Garden City Public Schools

## **PREAMBLE**

This Agreement entered into this 1st day of September, 2024, by and between the Board of Education of the School District of the City of Garden City of Garden City, Michigan, hereinafter called the “Board,” and the Garden City Education Association, hereinafter called the “Association.”

## **WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Garden City is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, AND WHEREAS the members of the teacher profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, AND WHEREAS the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, AND WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this Agreement. The following mutual covenants are hereby agreed to by the Board and by the Association.

**TABLE OF CONTENTS**

PREAMBLE AND WITNESSETH.....	1A
ARTICLE I Recognition.....	1
ARTICLE II Association and Member Rights .....	3
ARTICLE III Professional Compensation .....	8
ARTICLE IV Full Time Teaching Loads .....	15
ARTICLE V Full-Time Member Assignment.....	17
ARTICLE VI Teaching Conditions .....	25
ARTICLE VII Full-Time Teaching Periods .....	35
ARTICLE VIII Teacher Discipline .....	37
ARTICLE IX Garden City Retirement and Death Benefits .....	41
ARTICLE X Member Evaluation.....	44
ARTICLE XI Protection of Members .....	49
ARTICLE XII Negotiation Procedures .....	52
ARTICLE XIII Grievance Procedures .....	55
ARTICLE XIV Leaves .....	60
ARTICLE XV School Calendar.....	71
ARTICLE XVI Member Leadership Roles.....	73
ARTICLE XVII Cambridge Alternative High School Program Members .....	76
ARTICLE XVIII Special Teaching Assignments .....	78
ARTICLE XIX Professional Improvement .....	79
ARTICLE XX Maintenance of Professional Standards .....	82
ARTICLE XXI Seniority, Layoff, Recall, Consolidation.....	83
ARTICLE XXII Extended School Year (ESY) and Summer School .....	87
ARTICLE XXIII Miscellaneous Provisions .....	89

TABLE OF CONTENTS – Continued

SCCHEDULE A	Teacher Salary Schedule 2024-2025
SCCHEDULE B	Co-Curricular Pay Schedule
SCCHEDULE C	Insurance
SCCHEDULE D	School Schedules
SCCHEDULE E	Official School Calendar
APPENDIX A	SAMPLE - Probationary Contract
APPENDIX B	SAMPLE - Regular Tenure Contract
APPENDIX C	SAMPLE - Special Certificated Teacher's Contract
APPENDIX D	SAMPLE - Agreement and Acknowledgment
APPENDIX E	Payroll Dues Deduction Forms

ARTICLE I

**ARTICLE I - Recognition**

- A. The Board of Education of the School District of the City of Garden City, Michigan, (herein called the Board) hereby recognizes the Garden City Education Association (herein called the Association) as the sole and exclusive bargaining representative, as defined in Section 11, of Act 379 of the Michigan Public Acts of 1965, for all certificated and/or professional personnel under annual contract, on layoff status, on reserve status, or on leave as provided in this Agreement, and certificated continuing education personnel in credit programs employed by the Board.
- B. By way of example this bargaining unit includes, but is not limited to: counselors, psychologists, social workers, coordinators, part-time teachers involved in credit programs, driver education, librarians, consultants, G E D teachers, homebound teachers, alternative learning center teachers, program instructional teachers, Burger Extended School Year Program, teachers of academic development and remedial programs, A.B.E., E.S.L., persons involved in curriculum development and evaluation programs unless otherwise excluded, all other professional support staff, all positions listed in Schedule B of this Agreement and all other persons whose job includes instruction or other duties regularly performed by bargaining unit members, both certified and non-certified, and all other certified persons unless specifically excluded by this agreement or any letter of agreement executed between the parties.
- C. Such representation shall include all personnel assigned to newly created teaching and/or professional positions unless the Board and Association shall agree in advance that such positions are principally supervisory and/or administrative.
- D. Such representation shall specifically exclude: superintendents, associate superintendents, executive directors, directors, supervisors, principals, associate principals, assistant principals, leisure time teachers, daily substitutes, non-certified personnel employed on an hourly basis, and preschool, and any other person with any responsibility for supervision of professional and/or non-professional personnel.
- E. The term "member" when used hereinafter in this Agreement, shall refer to all employees in the unit defined in "A" above. Any reference to male or female will be understood to be inclusive of all members of the Association.

ARTICLE I, CONTINUED

- F. The Board agrees not to negotiate with any organizations other than the Association, in regard to this or any future contract of the bargaining unit members, for the duration of this Agreement.

## ARTICLE II

### **ARTICLE II - Association and Member Rights**

- A. Pursuant to Act 336 of the Michigan Public Acts of 1947 as amended, the Board agrees that every member included in the bargaining or negotiation unit defined in ARTICLE I has the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations with the Board.
- B. As a duly elected body exercising governmental powers under the laws (or color of law) of the State of Michigan, the Board agrees that it will not, directly or indirectly, discourage, deprive, or coerce any member from enjoying any rights conferred by Act 336 of the Michigan Public Acts of 1947 as amended, other laws of the State of Michigan, or laws of the United States. The Board will not discriminate against any member with respect to hours, wages, or any other terms or conditions of employment by reason of: membership in the Association, participation in the Association's lawful activities, participation in collective bargaining or negotiations with the Board, or instituting a grievance(s), complaint or proceeding under this Agreement. Member rights regarding Board discrimination against a member for participation in statutorily-protected activities are specifically protected in Section B of this ARTICLE.
- C. Nothing contained in this Agreement shall be construed to deny or restrict any member rights granted under the laws of the State of Michigan and/or the laws of the United States. The rights granted to members in this Agreement shall be deemed to be in addition to those provided by the laws of the State of Michigan and/or the laws of the United States and members may enforce such rights in courts of competent jurisdiction. Nothing contained in this agreement shall be construed to grant members rights prohibited under the laws of Michigan and/or the United States.
- D. The Association and its members shall have the right to use equipment, materials and school building facilities for meetings concerning Association business, provided that such use does not conflict with prior scheduled activities and provided that no cost to the Board arises from such use or that such cost for such use shall be reimbursed to the Board by the Association. Bulletin board space shall be made available for use by the Association in each building's faculty workroom. Such space shall not exceed one-half (1/2) the available bulletin board space in each such workroom. The Association shall endeavor to keep such neat, orderly, and

## ARTICLE II, CONTINUED

current. Where bulletin board space may not be available for use by part-time members, information will be dispersed to members through a cooperative effort between the Association and the Board.

- E. During working hours, the Association will use individual member mailboxes and district e-mail as the sole means of distributing written materials to members in school buildings. All items so distributed will carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for all written materials it distributes. This allowance to so distribute written materials does not imply full or partial agreement by the Board as to content or validity of information contained in such written materials. All written materials distributed by the Association under the terms of this Agreement will be removed only by the members to whom the individual mailboxes have been assigned. All other materials distributed to/by members within school buildings shall be of a personal non-commercial nature not related to hours, wages, or conditions of employment, or shall be directly related to instructional program.
- F. No member shall be prevented from wearing insignia of membership in the Association either on or off school premises so long as such does not interfere with the normal conduct of scheduled instructional programs.
- G. The Association may have announcements read over the intercom system in each school building. The content of such announcements shall be limited to the date, time, place, and group involved in Association meetings. Such announcements are to be made at times regularly scheduled for announcements within school buildings.
- H. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such does not interfere with or interrupt normal school operations or infringe upon any scheduled classroom activities.
- I. The Board agrees to furnish the Association, in response to request, all reasonably available information concerning the financial resources of the District, tentative budgetary requirements, allocations, and such other information as may assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of members, provided that such information has been presented to the Board and has been approved for release by the Board.
- J. The Board will notify the Association of any major budgetary, curriculum, and/or personnel changes which are proposed or under consideration so



ARTICLE II, CONTINUED

as to give the Association an opportunity to provide input regarding these changes. Major budgetary, curriculum, and/or personnel changes shall be defined to include, but not be limited to:

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

ARTICLE II, CONTINUED

P. Payroll Deduction

- A. This Article shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues and/or assessments.
- B. Any member of the bargaining unit may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association. Said authorization, if received in a hard copy signed form or an electronically signed form provided by the Association, shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member.

Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues and/or assessments, from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

- C. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities) if approved by the District, MESSA programs not fully Employer-paid, credit union, or any other plans or programs jointly approved by the Association and Employer.
- D. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association and/or its PAC, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place.

## ARTICLE II, CONTINUED

Every 90 days, the Employer will provide a report with the amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide an Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as an Excel attachment.

**ARTICLE III - Professional Compensation**

A. The salaries of members covered by this Agreement are set forth in this Article and in Schedules A and B, which are attached to and incorporated into this Agreement. Such salary schedules are as follows: New Salary Schedule with revised steps and lanes as outlined in Appendix A 2024-2026 GCEA Salary and Step Schedule

1. An on-schedule longevity payment, to be paid in a lump sum on the first pay period of April 2025 and April 2026, will be provided as follows:

Years of Service	
Beginning 11- Beginning 19	\$500
Beginning 20- Beginning 24	\$1500
Beginning 25+	\$2500

Longevity payments will be paid during the first pay period of April each contract year.

B. The full-time members' salary schedule, Schedule A, is based on a school year, as outlined in Article XV of this Agreement, and shall end the second full week in June or as soon thereafter as State attendance requirements for students are met and covers scheduled work days only. Both the Board and the Association are cognizant of the possibility that an energy emergency could change the school calendar and schedule. If such an emergency is declared, a new school calendar and/or schedule shall be formulated by mutual agreement.

C. When it is necessary to compute a daily rate for full-time members for the purposes of pay dock and/or balancing to contract, the contractual salary divided by the number of work days scheduled will be used. Scheduled member work days are indicated in Schedule E. Further, to determine the hourly rate for these same purposes, the full-time daily rate will be divided by the number of normal member daily work hours (excluding lunch periods). Normal full-time member daily work hours are indicated in Schedule D.

D. Schedule B and extra-duty assignments, as set out in Article V, Section J, will only be paid during the 2024-25 and 2025-26 school years if the work pertaining to the assignment is performed. In the event such duties are performed in-part, and not in full, any such stipends will be prorated. The

parties will meet to determine an appropriate calculation to determine this proration.

E. The employer shall provide a pay option form to each full-time member by May 15 of each year, and each full-time member shall return the form stating his or her election of pay option no later than June 1 of the year preceding the affected year.

F. 1. A change of salary for a full-time member due to a higher level of educational attainment shall only be granted for semester-hour credits earned from colleges of education as follows:

a. Colleges or universities who are members of:

Middle States Association of Colleges and Secondary Schools

New England Association of Colleges and Secondary Schools

North Central Association of Colleges and Secondary Schools

Northwest Association of Secondary and Higher Schools

Southern Association of Colleges and Schools

Western Association of Schools and Colleges

b. Credits earned at other four (4) year institutions in Michigan if said credits are accepted for transfer by an accredited teacher training college or university and are so reflected on that school's official transcripts

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

d. Credit hours obtained by members at colleges and universities, other than colleges of education covered by "a", "b" and "c" above, may be approved for advancement on the salary schedule if such directly relate to the teaching area of the individual member involved and have been approved in writing by the Superintendent or his designee prior to enrollment.

2. Credit hours earned before the beginning date of each semester shall be honored only if official transcripts or a letter of authority indicating the completion of academic credits, shall be received by the Personnel Office on or before November 1 or March 1 of any school year, and shall be retroactive to the beginning date of that respective semester. Official notification received after either of these indicated dates will not result

in any change in salary status until the next following school semester, and shall not be retroactively considered.

3. Credit hours mean semester hours.
  4. Each earned degree awarded which qualifies the staff member for salary compensation cuts off all previously earned credits. All such previously earned credits will be inapplicable for amassing credit hours for salary adjustments to be based on past degree hours of credit unless said credit hours are later accepted for use to fulfill requirements for an advanced degree.
- G. Effective with the 2018-2019 school year, a certified teacher, who is offered a position in the ACT 18 program, will be eligible for reimbursement of tuition for all related coursework specific to an Autism Spectrum Disorder endorsement with the State of Michigan. Such coursework must be completed at an accredited college or university. Tuition reimbursement will be disbursed to the employee as follows:
- The employee will be eligible for reimbursement of one-half the tuition costs each year the employee completes classes with a passing grade, and is employed in the ACT 18 program.
  - The employee will be eligible for reimbursement of the remaining half of tuition upon completion of the Autism Spectrum Disorder endorsement and two additional years of service in the ACT 18 program after said endorsement is completed and provided to the District.
  - The employee who accepted a position prior to the 2018-2019 school year will be eligible for reimbursement of the second half of tuition, under the following circumstances:
    - Completion of the ASD endorsement and all required coursework has been provided to the District
    - Completion of the two additional years of service in the ACT 18 program.
- H. Members required in the course of their work to drive personal automobiles shall be compensated (starting with the 1994-95 school year) at the rate established by the IRS by the most direct route. This compensation shall be paid semi-annually.
- I. Any member who performs administration-approved duties in addition to their normal work day, shall be compensated at the extra duty rate as calculated by Section 2.

9/1/24 – 8/31/25:           \$38.58  
 9/1/25 – 8/31/26:           TBD

1. The extra duty rate shall be determined by multiplying the ten current annual BA base salary by .00077 as referenced above. “BA base” is defined as Step 1 on Schedule A.
  2. Members who forfeit their regularly scheduled planning period will be paid at the extra duty rate for the first five (5) occasions and beginning on the sixth (6<sup>th</sup>) occasion on the basis of an hourly pro-ration of their normal Schedule A salary.
- J. 1. Cambridge Alternative High School Program
- a. Members who work in the Cambridge Alternative High School Program shall be paid the following amounts per hour of instructional time:

**2024-25 Cambridge Wage Scale**

Years of Service	BA	MA
1st and 2nd	\$32.00	\$33.00
3rd and 4th:	\$33.00	\$34.00
5th and 6th:	\$34.00	\$35.00
7 or More	\$36.00	\$37.00

Beginning with the 1999-00 school year, the hourly rate shall be determined by multiplying the then current annual BA base salary by .00077 as reference above. For the duration of this Agreement, the parties will suspend the use of this formula and will utilize the amount provided above.

- b. Members working in the Cambridge Program shall receive a holiday stipend of two hundred fifty dollars (\$250) payable the last pay period prior to Winter break and a stipend of two hundred fifty dollars (\$250) payable the last pay period prior to Spring break each year of the contract.
- c. Longevity stipend for Members working in the Cambridge Alternative High School Program shall be:

Beginning 11 - Beginning 19	\$500
Beginning 20 –Beginning 24	\$1500
Beginning 25+	\$2500

This longevity will be paid during the first pay period of April each contract year, based upon a member’s completed years of service as of March 31 of the given contract year.

2. Beginning with summer school programming following the 2021-2022 school year, summer school employees shall be paid at their current rate for years of service per hour of instructional time worked.
  3. The first day prior to the start of the Extended School Year (ESY) Program will be used as paid preparation time.
  4. The first two (2) days prior to the start of the Summer School programs will be used as one (1) day paid professional development time and one (1) day paid preparation time.
  5. Members paid in accordance with J.1. and J.2 of this Article shall receive:
    - a. Preparation time in the amount equal to 15% of each hour of teacher/counselor responsibility.
    - b. Payment for preparation time will be made concurrently with hourly pay.
    - c. If a member has reported to work and/or taught one class period and the class is subsequently canceled by the administration, the member will receive 50% of the preparation pay allowable for the semester.
- K. Members involved in extra duty assignments, involving additional time beyond the maximum required work week, shall be compensated in accordance with the provisions of Schedule B which is attached to and incorporated into this Agreement.
- L. The Board shall provide such group insurance coverage as indicated in Schedule C.
- M. Any full-time member contracted to work in his regularly assigned position immediately prior to and/or immediately after the regular school year shall be compensated on a prorated basis in accordance with Section C of this



Article for such period(s) of work, and shall be entitled to use accumulated fringe benefits during such period(s) of work, and otherwise have all of the benefits of this Agreement during such period(s). Such assignments will be made on as fair and equitable a basis as possible.

Full time members assigned to a regular, daily work schedule which exceeds the contractually established required time of classroom teachers (reporting time to leave time) and full time members who are required to forfeit on a daily basis a portion of their regular planning time to travel between buildings, shall be compensated for the additional time they are required to work on the basis of a pro-ration of their Schedule A salary. It is understood that this provision applies only to district mandated work assignment.

- N. Full-time members having a five (5) or six (6) period instructional schedule will be paid one-sixth (1/6) their regular salary for the additional period. Such shall not include emergency class substitution or voluntary lunchroom supervision in lieu of a preparation period which will be paid in accordance with "G" above.
- O. If, for any reason, the state does not count some part of a school day or year for retirement purposes, this money will be paid to the member directly instead of to the state.
- P. The Board agrees not to enter into any lawsuit which seeks to deny pension credit to any employee injured on the job for the district.
- Q. Association members who retire from the district and subsequently are reemployed as district substitutes, shall be reimbursed the cost of obtaining required criminal history reports after working for the district as a substitute for forty-five (45) days.
- R. A GCEA member working full-time as part of the ACT 18 program will receive a \$4000 annual stipend as a supplement to the salary provided through Schedule A. GCEA members working part-time as part of the ACT 18 program will receive a percentage of the \$4000 annual stipend in proportion to the member's FTE within the ACT 18 program. (i.e., A GCEA member who is assigned .4 FTEs to the ACT 18 program will receive 40% of the \$4000 annual stipend, an amount equal to \$1600). This stipend excludes any Schedule B positions. For new hires during the school year, the stipend will be prorated from the date of commencement of the work.
- S. A member who volunteers to participate in a District-approved program or trip supervising students shall be compensated in the following manner:

1. For a District-approved program or trip that occurs on a day when the member is not contractually required to work (ex., Saturday, Sunday, summer recess), and does not involve an overnight stay, the member shall be compensated at the rate of one-hundred fifty dollars (\$150) per day.
2. When any District-approved program or trip involves an overnight stay, the member shall be compensated an additional one-hundred dollars (\$100) per night. This payment excludes any Schedule B positions. For such a program or trip to be considered "District-approved," it must be authorized by the Superintendent or his designee five (5) business days in advance.

#### **ARTICLE IV - Full Time Teaching Loads**

- A. The normal weekly teaching load in the secondary schools on a semester schedule will be twenty-five (25) teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load in the secondary schools on a trimester schedule with a 5-period day will be twenty (20) teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load in the secondary schools on a trimester schedule with a 6-period day will be twenty-five (25) teaching periods and five (5) periods to be used for preparation. The normal weekly teaching load for members assigned to elementary classrooms shall be twenty-five (25) hours and fifty (50) minutes of instruction and five (5) periods to be used for preparation. In addition to planning time specified in Schedule D, release time for elementary teacher planning shall be provided in accordance with settlement of grievances 9293-03/04 as attached and as part of Schedule D.

In the determination of assignments, all reasonable attempts will be made to balance the workload between members as fairly and equitably as possible. At the secondary level, teacher preparations shall be balanced so as to ensure no teacher will be required to teach more than three (3) preparations in any semester. A fourth preparation period may be assigned in any of the following circumstances:

1. A fourth preparation is required for specials or secondary elective teachers to become/remain a 1.0 FTE; or
  2. To combine two classes of the same subject area, both of which have lower class sizes and the combination does not result in a combined class of over 30 students.
- B. Members may be required to substitute during their preparation periods in emergency situations. Members may also be required to substitute in an emergency for part of or the entire day when their assignment does not require their presence with the same students daily, provided that all reasonable efforts, including cancellation of member participation in in-district school related functions, to secure a substitute have been exhausted. Emergencies shall be: acute illness, death, accident, sudden family responsibilities, and other circumstances deemed appropriate which occur during the school day. Under no circumstances will absences resulting from a member's involvement in in-district school related

functions be considered emergencies, without the approval of the Association President.

- C. Members, other than those who meet the same students daily and for whom assigned preparation time has been scheduled, shall be provided with an amount of assigned preparation time adequate to perform their duties.
- D.
  1. The administration shall request and consider input from the Association and shall then schedule two (2) half days of released time between the ninth (9<sup>th</sup>) and fifteenth (15<sup>th</sup>) weeks of the first semester for Kindergarten through Sixth grade members for the expressed purpose of holding parent-teacher conferences.
  2. The members and building principals shall cooperate in scheduling parents so as to minimize conflicts and maximize parent contact. If, because of difficulties in scheduling, a member is unable to hold a conference with every parent during said released time, the member will schedule conferences with remaining parents before or after school. The administration shall also schedule one-half (1/2) day of released time between the seventh (7<sup>th</sup>) and ninth (9<sup>th</sup>) weeks of the second semester for all elementary members for the purpose of holding conferences with the parents of those children for whom the member and/or principal deems conferences necessary. A contact (phone or letter) will be made with those parents who are not scheduled for a conference during the second semester in order to inform those parents of their children's progress.
  3. The Board and Association agree the calendar set forth in Schedule E may be adjusted to accommodate the scheduling of parent-teacher conferences. Such adjustments will be made if the majority of the members, the Association, and administration mutually agree to same.
- E. The Board agrees that member activities in the specific areas of P.T.A. attendance, club activity, civic functions, and orientation camp shall be on a voluntary basis; the Association agrees that participation in "open house" activities shall be the responsibility of the member. Further, the Association recognizes the value of co-curricular programs and encourages members to assume the responsibility of active participation therein.
- F. If a member is directed in an emergency situation to assume responsibility for another member's student(s) by an administrator, the member will be compensated as per Article III, Section G of this Agreement.

## **ARTICLE V - Full-Time Member Assignment**

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

- A. Notice of tentative assignment shall be given to members as soon as practicable, but not later than June 1<sup>st</sup> barring any unforeseen circumstances.
- B. The Board will maintain present staffing assignments wherever possible.
- C. Members shall not be assigned outside the scope of their teaching certificate on a regular basis.
- D. In the determination of assignments, the convenience and wishes of the individual member will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board. Individual members may request that a statement of reasons for their assignment be given to them. In the event that a member objects to the assignment, the Association may, upon request of such member, send a representative to meet with the member and the Superintendent or his designee to discuss the assignment. The intent of this section is not to change who would be laid off, nor to negate any other assignment and transfer language. The intent of this section is to allow the Board of Education to make decisions regarding placement where a strict adherence to the assignment language would result in an undesirable situation. The burden of proof in this situation would be on the Board.
- E. The Board will reassign members who request new assignments wherever possible, so long as such reassignment does not force another member from their preferred prior-year assignment to which the member would otherwise be entitled. Preferred assignment shall include building, subject or grade level.

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

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

In the event that prior to the start of a school year a member's physician provides written notice that the member has a medical condition which would deteriorate or cause harm to the member as a direct result of an

assignment, the member will be required to obtain a second opinion from a physician as identified by the district. If the second opinion confirms the original diagnosis, the member will not be assigned to the specific class(es) which has/have been identified as being harmful. In this event, the member shall be assigned to a position for which the member is certified in accordance with the Master Agreement. In a situation where the second opinion differs from the original diagnosis, a third physician will be mutually selected by the Association and the Board. The opinion of the third physician shall be binding on all parties. The recommendation of the third physician shall be implemented in accordance with assignment provisions of the Master Agreement.

- F. The Board and Association agree that the intent of this section is to provide employment for the members/employees with the greatest seniority in the district wherever possible per State Law. It is understood that such employment is contingent upon the member/employee meeting state certification requirements.
- G. Any other assignments in addition to the normal teaching schedule after the regular school day shall not be obligatory but shall be with the consent of the member unless provided for elsewhere in this agreement.
- H. In the event that the assignment procedures indicated in this Article are not followed, such will be subject to the grievance procedures indicated in Article XIII.
- I.
  1. Except as provided in Section 2 below, any vacant co-curricular position(s) which the Board plans to fill during the current or next school year and for which there is added compensation will be posted for GCEA members internally for five (5) consecutive work days, and an e-mail shall be sent to all GCEA members on the first day of the posting. If the District does not receive GCEA member(s) application in those five (5) days, the internal posting closes, and the District may post externally on the sixth (6<sup>th</sup>) day of the posting. In special circumstances when an abbreviated posting is necessary, the District will meet with the Association President for purposes of reaching mutual consent to abbreviate the posting period.
  2. Vacancies in coaching and assistant coaching positions provided for in Schedule B will be simultaneously posted internally and externally for ten (10) working days, regardless of how or when the vacancy occurs. Internal and external candidates will be given equal consideration for the position.

The best qualified candidate will be awarded the position regardless of his or her internal or external status. Where experience and qualifications are comparable, preference shall be given to the internal candidate. A position held by an external candidate shall not be posted again unless either of Section 3.a.or 3.b apply.

3. Interested members shall notify the Associate Superintendent, in writing, of their interest on/before June 1<sup>st</sup>, provided that:

a. The member(s) currently filling the position has/have indicated that he/she does not wish to continue in the position during the next school year, the member resigns or retires, or

b. The performance of the member(s) currently filling the position(s) is unsatisfactory, or

c. Positions currently filled by persons not teaching in the district are subject to posting under the circumstances described in Section 1 and 2 above.

d. Where experience and qualifications are comparable, seniority will serve as the determining factor in scenarios involving member versus member.

4. Co-curricular positions, that become vacant during the school year or during the summer, will be posted on the district website and an e-mail shall be sent to all GCEA members on the first day of the posting. These position(s) are to be filled no sooner than the tenth (10<sup>th</sup>) business day following the district-wide posting; except that the district may make interim appointments which shall not extend beyond the filling of such positions.

J. When a building position is eliminated, the displaced member shall have first rights to vacancies in that building. However, members may be reassigned to assure the continued employment of another teacher with lesser seniority.

K. In determining members' assignments, the following procedure will be followed in the order indicated:

1. District

a. Students will be scheduled.

b. Lay-offs will occur according to ARTICLE XXI if necessary and new positions will be added if necessary.

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



a change in circumstances causes a change in positions, certifications, or personnel, then this process shall be redone.

6. Members requesting a transfer out of a building or subject or grade level are placed in the unassigned reserve pool and their position is kept vacant. They have first choice on their old position if they cannot change to their requested new building or subject or grade level.
  7. If not available, then the member will be laid off according to Article XXI, provided there are no members with greater seniority whose re-assignment would preclude such layoff. Qualifications for placement will be determined by a valid teaching certificate or license held by the employee.
- L. Member placement shall be made available to all members no later than 15 days after the meeting of the bargaining unit member's first class. A copy will be emailed to each building representative.
- M. No later than June 1, a currently employed member(s) may apply for the option of teaching half-time. This option may be granted upon the determination of its educational feasibility. Prior to approval, the Association, the Administration, and the member will meet to mutually determine and agree upon the equity of prorated time and benefits. Application for half-time teaching positions shall be submitted to the Personnel Office by June 1 preceding the school year in which the half-time position will take place.
- N. Teachers who voluntarily transfer to a position outside the program for the autistically impaired, before obtaining "full and continuing approval" to teach in the program for the autistically impaired, and subsequently teach a minimum of five (5) consecutive years in another Garden City teaching position(s), shall no longer be involuntarily placed back into a teaching position for the autistically impaired population.
- O. 1. A vacancy shall be defined as a position of not less than 1/2 time (except in the case of a secondary department coordinator) which occurs:
- (a) Due to retirement;
  - (b) Due to resignation;
  - (c) Due to the creation of a new position;
  - (d) Due to death;
  - (e) Due to an approved leave of absence of at least one semester;
  - (f) Due to properly documented disability leave of at least one semester;

- (g) Due to the reactivation of an association position;
  - (h) Due to a voluntary transfer.
2. The board recognizes it is desirable in making assignments to vacancies to consider the interests and aspirations of its teachers. All vacancies are subject to filling by the following procedure:
- (a) Projected vacancies for the next school year based upon layoffs; vacancies created during the current school year after the start of school; vacancies created as a result of known retirements, resignation, leaves, etc. and vacancies created due to projected increases and/or decreases in student enrollment will be posted in buildings for five (5) working days after the second regular Board of Education meeting in April. A copy of each posting will be provided to the association president and a designated building representative at each location. Teachers who wish to voluntarily transfer into these positions or wish to transfer into a position that may be vacated as a result of the transfers shall notify the personnel office in writing no later than the final day of the posting.
  - (b) Notice of tentative assignment shall be given to members as soon as practical, but no later than June 1.
  - (c) Vacancies created after notification of tentative assignments will be posted for five (5) working days following the issuance of such notices.
  - (d) Projected vacancies as of the last day of school shall be posted with teacher response required, in writing, to the personnel office no later than July 1, or, in the event July 1 occurs on a week-end, the preceding Friday.
  - (e) Final placement of staff shall be completed by the 4<sup>th</sup> Friday in August. It is the intent of this agreement to solidify placement for staff for the prospective school year by June 30 or the last school district business day prior to June 30. Each staff member shall be given their annual placement in its entirety no later than the first day of the school year.
  - (f) Vacancies that occur and that are filled after the date of final staff placement and which the administration determines will continue in the following school year, shall be considered a vacancy for the following year in determining staff placements.

(g) Summer Months: During the summer months when regular school is not in session, the Employer will provide, via email, all vacancies as above described to all bargaining unit members. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled. Letters of interest/preference may be provided by email to the human resources office.

(h) Awarding of Vacancies: Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section. In exceptional circumstances, which are mutually agreed upon by the administration and the Association, internal applicants may be denied vacant positions where movement of the internal applicant would cause undo hardship on the district or program.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

- Between properly certified candidates, teacher placement will be based on the following criteria, in this order:

- A. The prior year effectiveness of teachers qualified for the assignment,

- B. The teacher's prior 3-year formal disciplinary record directly related to classroom performance at step 2 or higher as defined in article VIII.I Progressive Discipline

- C. Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;

- D. The recency or relevance of a teacher's experience in a grade level or subject area

- E. Seniority

3. Member interest in potential staff vacancies shall be indicated on the annual staff placement form during the month of February. Preference sheets may be revised in writing at any time up until June 1.

4. For purposes of filling vacancies, the Board will accept a letter no later than June 1 from a college or university confirming the member will

have completed requirements for certification change prior to the start of the school year. Placement is contingent upon verification that the member has successfully completed the requirements for the certification change.

5. For informational purposes the Board agrees to notify the Association of Administrative vacancies.
- P. No later than June 1, members may advise and provide confirmation from the Michigan Department of Education regarding removal (or pending removal) of teaching endorsement from their certifications. Notification provided after June 1 will not result in reassignment for the upcoming school year. The parties recognize that a member who drops a specific endorsement after June 1 and who does not maintain required certification for their assignment as of the final placement will go to voluntary lay-off status.
- Q. Involuntary Transfers: Involuntary transfers may be affected only for justifiable reasons. Ten (10) days' notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Justifiable reasons for involuntary transfer may include, but are not limited to, the individual's performance or as part of a necessary reduction of force during the school year. The specifics of the use of involuntary transfers as part of staff reduction during the summer shall be outlined in the Layoff & Recall Article of this Agreement. A bargaining unit employee involuntarily transferred based on a reduction in force during the school year will be returned to their prior position after the school year (if possible) or they may seek a voluntary transfer as provided within this Agreement.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

**ARTICLE VI - Teaching Conditions**

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

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

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

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

The staff included in the ratio will be all full-time certified personnel except those in Special Services.

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

<u>Level/Grade</u>	<u>Maximum Class Size</u>
K-1	24
2	28
3	28
4-6	29
Secondary Academic	30
Secondary Gym	38

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

Secondary: In certain affected classrooms in the content areas of Science, CTE (including but not limited to Construction Trades, Foods & Nutrition, Engineering Technology and Computers), the number of pupils shall not exceed the number of work stations. This provision will go into effect upon the parties having identified and agreed upon the affected classrooms.

In the event that an overage occurs, elementary teachers will be compensated at the rate of five (5) dollars per day per student up to a maximum of four (4) additional students per class over the agreed to class size maximums. In the event an overage occurs at the secondary level where a class maximum of 30 students is applicable, secondary teachers will be compensated at the rate of one (1) dollar per student, per hour, per day up to a maximum of four (4) additional students per class not to exceed 34 students. The thirty-fourth student will be placed upon a voluntary basis. In advance of the school year, all secondary teachers will indicate whether they volunteer to accept a 34<sup>th</sup> student. When multiple secondary teachers, during the same class period, are eligible to receive the 34<sup>th</sup> student the following steps will take place:

1. If there are volunteers, the 34<sup>th</sup> student will be added to the most senior member's class during that class period.
2. If there are no volunteers, the 34<sup>th</sup> student will be added to the least senior member's class during that class period.
3. In either of the above cases, the deference to seniority will be honored to the extent that these considerations do not conflict with management rights as it relates specifically to teacher placement and assignment.
4. Members can add their names to the volunteer list at any time during the school year.

Special education students folding into regular education elementary classrooms will not be counted as a student in the classroom unless the student is in regular education elementary classroom fifty percent (50%) of the time or more. Two special education students adding to fifty percent (50%) in regular education elementary classroom time or greater will be counted as one student.

The administration and the Association leadership shall continue to mutually explore possible ways to reduce the number of students enrolled in secondary health classes.

Such maxima shall be subject to the following:

1. Elementary and Secondary classes will be established as of the Fourth Friday, on the basis of the foregoing maxima. The maxima may be exceeded after those dates due to new enrollments; however, whenever they are exceeded after the Fourth Friday by one to three pupils, a full-time teacher aide will be provided for the class. If class size maxima are exceeded by more than three pupils after Fourth Friday, a new class shall be created. The district may, if it so chooses, add classes prior to the Fourth Friday.

In situations at the elementary level where an additional section is added after the Second Friday, the district shall attempt to secure voluntary student transfers from all existing classes of the same grade within the building. It is understood that the creation of an additional class after the Second Friday may result in an uneven distribution of students.

The district shall explore, with appropriate bargaining units, ways to provide support to elementary classes where student enrollment exceeds the established class size maxima between the start of school and the established date of class balancing.

2. The Board and Association agree that it is desirable to maintain a 5:1 student-member average in the Developmental Learning Program; such averages will be maintained so long as advance written assurance of complete external funding is provided by the external funding source.
3. The above maxima may be exceeded when the Board cannot maintain a balanced budget by any other reasonable means. Members shall have access to the grievance procedures (ARTICLE XIII) for the purpose of protesting alleged violations of this Section.
4. There shall be one (1) counselor per grade level at the middle school and high school. All secondary counselors, one middle school special education advisor and one special education advisors from the high school will report five (5) days prior to the teacher's reporting date for the purpose of adjusting student schedules. Counselors and special education advisors will be paid at their regular hourly pay (Schedule A) as compensation for the additional time.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching

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

1. To this end, the Board will make all reasonable attempts to guarantee that working equipment in the District is available to members for appropriate and necessary classroom instructional purposes.
2. The Board will provide:
  - a. Upon request, a lockable space for each full-time member within five (5) months following ratification of this Agreement.
  - b. Suitable facilities for each full-time member to store his/her coat.
  - c. Upon request, teacher editions, if available from the publisher, exclusively for each member's use for all texts used in each of the courses he/she is required to teach.
  - d. A suitable dictionary in each classroom if requested by the full-time member. The part-time program will purchase a supply of dictionaries which may be checked out for the individual member's use.
  - e. Appropriate aids, books and adequate quantities of paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibilities.
  - f. Approved textbooks delivered to the full-time member's room before the start of the first day of school, unless unforeseen circumstances arise. In the part-time program the books will be delivered to the member for dispersal as soon as available unless a central distribution point is provided at that location.
  - g. Upon request by the full-time member, protective clothing in the areas of home economics, industrial arts, art and science lab courses.
  - h. The board shall continue to provide twenty (20) computers, district approved software for each computer, connectivity to establish networks where available and possible, and seven printers to be placed in specific locations around the district for exclusive use by



teachers for the purpose of maintaining student records, lesson preparation and communication related to instructional issues. The Board shall ensure that this equipment and approved software shall be maintained at a level that will support the above needs. Exact locations where the above identified computer equipment will be located shall be determined by the Board and the Association annually.

- C. Each school shall provide a reference library for full-time members.
- D. The Board agrees to make available in each school typing and duplicating facilities. Clerical personnel will continue to aid members in the preparation of instructional materials as they can be made available by the building or department administrator.
- E. Not later than the start of the 2<sup>nd</sup> semester, 2004, the district shall develop and implement cleaning standards for each building, and develop and publicize a process for teacher use in communicating cleaning/maintenance issues. In developing such standards, the Association shall be provided the opportunity for consultation and input. Subsequently, at least one meeting per semester between the district and the Association shall be scheduled to review the effectiveness of the cleaning process.
- F. Throughout the school system telephones shall be made available to members for school business and emergency personal use. Members must pay for all toll charges for their personal calls. Each school will maintain one private (unlisted) separate line for extreme emergency, i.e., civil defense or weather warning. Present phone facilities shall be maintained.
- G. Adequate parking facilities maintained by Garden City Public Schools shall be made available to members and these facilities shall be maintained reasonably free of snow, ice, and debris.
- H. The Board shall make available to members clean and sanitary lunchrooms facilities. All full-time members shall be entitled to a duty-free uninterrupted thirty (30) minute lunch period per Schedule D. Members not regularly assigned to classrooms shall have their duty-free lunch period at times approved by their immediate supervisors.
- I. The assignment of a full-time secondary member to lunchroom supervision in lieu of a class shall be voluntary.
- J. Unsafe or hazardous conditions which endanger the health, safety and well-being of a member will be brought to the attention of the immediate administrator for appropriate action. A member may aid the administration

by voluntarily participating in the taking of steps to alleviate hazardous or potentially hazardous conditions.

- K. Members shall not be required to correct any standardized tests administered on a system-wide basis, whether those tests are designed to measure intelligence or achievement or for preparation for the readiness program.
- L. The Board will endeavor to keep classroom disruption to a minimum.
- M. The Program for Students with Autism shall be considered a separate program. Members who teach in this program shall receive plan time equal to that provided to elementary teachers in the District. Members who teach adaptive physical education in the Program for Students with Autism shall not be required to meet with more than thirty-three (33) sections of students per week.
- N. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.
  1. If any member, in writing, advises the Administration of a reasonable basis to believe that a handicapped student assigned to the member has a current individual educational planning committee (IEPC) report that is not meeting the student's unique needs as required by law, the Administration shall forthwith call an IEPC. The member so advising the Administration shall be invited to, and attend, the IEPC.
  2. To the full extent permitted by law, an Association representative shall be present at an IEPC meeting when any member of the bargaining unit involved in the meeting so requests.
  3. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible and while continuing to honor course requests of all students, special education students shall be entered into the computer first and scheduled first so as to result in special education students being assigned in equitable numbers across general education grade levels within each elementary location and across sections of identical subject general education classes at the middle school and senior high school (i.e., If 9 students assigned to Wood Shop having 3 sections, 3 students

would be assigned to each section). In the event that a general education member and a special education member are assigned a co-teaching placement, a 2 to 1 ratio of general education to special education students shall apply. In the event a 2 to 1 ratio of general education to special education students cannot be achieved in a co-teaching arrangement, a 1 to 1 ratio of general education to special education students may be used only in instances when the class size of the section does not exceed 20 students. The number of special education students shall neither exceed State limits nor number of regular education students. The Association and administration agree to develop language for a co-teaching model, in an effort to create a more efficient approach for special education services.

4. The parties agree that in cases of mainstreaming special education students, all other factors being equal, preference shall be given to placing them at their home schools.
5. The following conditions shall apply to placement of a low incidence special education student in a general education class-room:
  - a. Any member who will be providing instructional or other services to a low incidence special education student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the Administration, the member may choose not to do so. In instances where it is not possible to identify, in advance of IEPC's, general education teachers who ultimately will have low-incidence special education students assigned to their classrooms, meetings will be convened with such general education teachers as soon as practicable following the beginning of the school year.
  - b. The student's IEPC specifies and provides for immediate availability of all supplementary aides, support personnel and other related services deemed necessary by the teacher to satisfactorily achieve educating the student in the regular education class;
  - c. The special education student's participation in the regular education class will not significantly disrupt nor have a negative impact on the educational process for either the special education student or the other students in the class;

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

packaged medications to students. In emergencies or extenuating circumstances, members may be required to administer medication in the presence of another adult and pursuant to written permission of the pupil's parent or guardian and in compliance with the written instructions of a physician. Members who administer medication shall be considered to be doing so as a part of their job and, as such, shall be protected by the District's liability policy.

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

S. It is understood that teachers cannot be effective in enforcing classroom control and attendance unless they receive support from building administrators. Accordingly, the Board shall adopt a Student Code of Conduct on an annual basis that stipulates expectations for student behavior and consequences when students fail to comply with the identified expectations. Teachers and administrators shall enforce the Student Code of Conduct. The Association President may, on behalf of individual Association members, bring to the attention of the Superintendent, situations in which it is believed that the established Student Code of Conduct has not been properly enforced.

In situations where students are involved in violence at school and/or involved in threats of any kind against Members, the student shall be removed from the school setting until such time a complete investigation of the situation may be conducted by building administrators.

T. The district shall provide the Hepatitis B shot series to any medically eligible member at no cost to them. Members should contact the district personnel department so that the district may make arrangements.

U. The District will provide for each building one high volume copier machine with collating capabilities and with sufficient support for maintenance to minimize down-time. In addition, the district will provide each building with a back-up duplicating machine capable of high volume.

V. Paraprofessional Coverage: In instances when a classroom has no paraprofessional coverage, the following provisions will apply:

1. "No paraprofessional coverage" is defined as instances when all assigned paraprofessionals, to either a student in the classroom or the classroom

itself, are absent, and no substitutes, including administration, are available to fill at least one of the paraprofessional vacancies in the classroom and the classroom teacher is the only adult staff member in the classroom supervising and instructing students without the assistance of any supporting staff.

2. This provision applies only to special education classrooms classified as “self-contained,” “ASD,” and/or “Act 18” classrooms, where a paraprofessional is permanently assigned as either a classroom paraprofessional or a 1:1 paraprofessional.

3. Teachers without paraprofessional coverage as defined herein will be compensated in accordance with Article III, Section I of the GCEA Collective Bargaining Agreement, on an hourly basis for each hour/class period the classroom has no paraprofessional coverage.

- W. Special Education Provision: In the event that the district has emergency needs that require it to exceed State guidelines regarding caseload limits, the caseload manager shall be compensated at the rate of two (2) dollars per student, per day.

## **ARTICLE VII - Full-Time Teaching Periods**

- A. Members who are not classroom teachers shall not have a regular work day longer than that of classroom teachers. The regular work day for members is set forth in Schedule D.
- B. Additional secondary classes may be scheduled immediately before or after the normal school day begins or ends. Members shall be assigned these classes on a voluntary basis only. Members affected by such assignments shall report one (1) period earlier (for classes scheduled before the normal school day) than specified in Schedule D or one (1) period later (for classes scheduled after the normal school day) than specified in Schedule D. Further, affected members shall end their day one (1) period earlier (for classes scheduled before the normal day) than specified in Schedule D or report one (1) period later (for classes scheduled after the normal day) than specified in Schedule D.
- C. Members shall be obligated to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil disturbances, or other situations which threaten the health or safety of students.
- D. The work hours for members assigned to classroom buildings shall be as set forth in Schedule D except that schedules may be altered by the Board in order to accommodate special situations; however, in general, all time limits will be adhered to. Work hours for members not assigned to classroom buildings shall not be longer than for members assigned to classroom buildings.
- E. Members shall be required to attend meetings called before or after school hours provided that a majority of those affected are in agreement as to the time and place of such meetings. Meetings called during school hours shall be on a regularly scheduled basis and so structured as to cause minimal disruption to the members and students. Nothing in this Section shall prevent the calling of emergency meetings as specifically provided for elsewhere in this Agreement.
- F. On Fridays and days preceding holidays and vacations, secondary members may leave ten (10) minutes earlier than the members' regular dismissal time.
- G. It shall be the practice of the parties to conduct negotiation sessions at times that do not conflict with the normal instructional day of the district

to the degree possible. However, if by mutual agreement of the parties, a member shall be engaged during the school day in negotiating on behalf of the Association with any representative of the Board, that member shall be released from regular duties without loss of pay.



## **ARTICLE VIII –Member Discipline**

- A. Whenever a member is to be disciplined for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, the member shall be entitled to discuss such in the company of their building representative with the administrator issuing the discipline. Such discussion may be immediate or take place at a specified time outside the class day, but within the school schedule to the extent possible. Should disciplinary action likely occur at a given meeting, the member shall be immediately advised of said possibility.
- B. The administration shall give the member an opportunity to receive discipline in a private setting and shall offer Association representation. The Board acknowledges the right of the Association member to be represented by Association representatives of their choice. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such a representative of the Association is present. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting, and the district will work cooperatively with the employee in scheduling meetings when the selected representative is available. If the member elects not to have an Association representative present, the member will so state in writing to the administrator. Other administrators may be present when a member is being disciplined, in a number not to exceed the number of Association representatives present.
- C. Discipline shall be initiated as soon as possible, but within five (5) days of administrative knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline, if the member is available to receive such discipline. When administering discipline, the administrator shall offer specific remedies in writing to the member.
- D. Information forming the basis for discipline shall be made available to the member being disciplined who in turn may make such available to the Association

- E. Any formal discipline or charge, written or verbal, leveled at a member for a violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice shall be subject to the Grievance Procedures set forth in ARTICLE XIII.
- F. The member will be notified when any material of a disciplinary nature or directives are placed in their file. A member has the right to attach a rebuttal to any written discipline placed in the file.
- G. The standard for any disciplinary decision will be the standard set forth in Article IV, Section 1 of the Teachers' Tenure Act.
- H. Members who have been dismissed and who wish to challenge the dismissal may utilize the grievance procedure (either the regular or expedited process) as stipulated in Article XIII or may utilize the tenure procedure.
- I. Progressive Discipline: All discipline should be progressive in nature. This progressive process will generally incorporate the following steps:
  - 1. Oral warning
  - 2. Written reprimand
  - 3. Up to three (3) days suspension without pay
  - 4. Further suspension without pay
  - 5. Discharge

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline. No suspension shall adversely affect any other rights or benefits under this Agreement.
- J. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee's evaluation rating will not be reduced based solely on the discipline. The evaluation may, however, address the subject of the discipline if the subject is directly related to the performance of the employee's duties.
- K. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative

of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

Upon member request, discipline or complaints, as defined in Section F, that are four (4) years or older may be expunged from the personnel file except as limited by any existing laws.

- L. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has been provided a copy. Complaints against the bargaining unit employee that lead to discipline, are used to negatively impact evaluation, or are placed in the member's personnel file shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material within the personnel file, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is false, in error, or otherwise in violation of this Agreement, upon verification by the District, the material will be corrected or expunged from the file,

whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

- M. Committee Membership: The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, State, or Federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees.

**ARTICLE IX - Garden City Retirement and Death Benefits**

A. Eligibility for Retirement Benefits

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

1. General Situation

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

2. Special Situation

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

3. Health

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

Only one retirement benefit can be collected by a member.

B. Early Retirement Benefits

1. Retirement Notification Incentive:

Employees who officially qualify for retirement under the Michigan Public Schools Employee Retirement System (MPERS) criteria, who complete the school year and who notify the Board by March 1 of the school year in which they retire, shall receive a bonus payment of one thousand five hundred dollars (\$1500) payable on the 21<sup>st</sup> pay period. Retirement shall be defined as notification from the Office of Retirement Services.

2. A lump-sum retirement benefit shall be computed in the following manners:

a. Members retiring shall receive \$85.00 for each unused accumulative leave day, up to a maximum total payment of \$10,200, or

b. Two hundred-fifty dollars (\$250) per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service.

c. A member shall receive an amount described in either "a" or "b," whichever is greater.

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

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

2. Coverage: Optional Health Insurance	<u>Cost to Retirees</u>
From date of retirement until	
age 65 - full group coverage	Group Rate
From age 65 on, co-insured with Medicare	Group Rate

3. Coverage: Life Insurance	
From date of retirement until	
age 65 - \$5,000	Group Rate
From age 65 on - \$2,500	Group Rate

4. Payments

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

D. 1. For those members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65, and have a minimum of twenty (20) years of service with Garden City Public Schools, the Board shall provide reimbursement to the retiree up to fifteen hundred dollars (\$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. This reimbursement shall cease at age 65.

2. Beginning September 1, 2013, the reimbursement shall be reduced to up to seven hundred and fifty dollars (\$750). Further, as of September 1, 2013, the benefit shall be eliminated for all employees hired after September 1, 2002.

E. Death Benefits

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of any Garden City full-time Association member. A member must be under contract at the date of death for the beneficiary to realize this benefit.

## **ARTICLE X – Member Evaluation**

The Parties acknowledge that an evaluation process and evaluation tool applicable to members not covered by the Teacher Tenure Act has been in effect since 2011 and remains in effect as an agreed upon practice until such time as the parties will negotiate different terms, either as an MOU to be incorporated into this Agreement or in a subsequent Collective Bargaining Agreement. Members not covered under the Teacher Tenure Act, and hired for the 2021-2022 school year and thereafter, will be subject to a probationary period of two (2) years.

A. The evaluation procedure set forth will begin with the 2024-25 school year.

The Evaluation process will comply with MCL 380.1249.

1. The system will include student growth and assessment data as 20% of the year-end evaluation determination.
2. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
3. The member shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data. Teachers must provide notice, in writing, to their administrator of any student removed from data and the basis to do so.
4. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
5. This system will include a negotiated year-end evaluation form that utilizes other relevant information related to teacher performance for 80% of its year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system and all forms will be provided on the Employer's website.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
  - a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.
  - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day



of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

- c. The observation must include a review of pupil engagement in the lesson that is observed.
  - d. Scheduled observations will be no less than 20 minutes in length. Unscheduled observations will be no less than 15 minutes in length.
  - e. Each scheduled observation date shall be agreed-upon by the teacher and the administrator prior to the observation. The teacher will provide a copy of their lesson plan at least 24 hours before classroom observation occurs.
  - f. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. No later than the post-observation meeting, the teacher will be provided written feedback on that observation, which will be discussed at the post-observation meeting.
  - g. Each teacher shall have one (1) scheduled and at least one (1) unscheduled observation in each school year the teacher is evaluated. Should either the teacher, or the administrator request a second scheduled observation, it shall be conducted at least 30 days from the first observation. The first observation shall occur during the first semester of teach school year where applicable.
  - h. There shall be at least one (1) unscheduled observation.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”. “developing” or “needing support”.
    - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 15 of each school year. In the

event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
  - a. Due to involuntary transfer only, members in the first year of a new elementary assignment, (unless that member is on an IDP or otherwise must be evaluated by law), shall not be evaluated during that first year even if they would have otherwise been due for an evaluation that year. Members in this situation shall be evaluated the next succeeding school year.
  - b. Due to involuntary transfer only, members in secondary assignments with one or more new classes, (unless that member is on an IDP or otherwise must be evaluated by law), shall be evaluated only in those courses which they have taught within the preceding three (3) years. Members who are in new assignments as described above, may be evaluated the next succeeding school year.
4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every second or third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
5. In addition to the above procedures, teachers who are evaluated with an IDP shall be evaluated annually and provided the following:
  - a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed in consultation with the teacher.
  - b. Training to be recommended and may be provided by the district to assist the teacher in meeting the goals of the IDP.

- c. A mid-year progress report supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
  - d. A mentor teacher who is informed of the conditions and requirements of the IDP.
  - e. If, as a result of an evaluation, a member and/or administrator believes that a plan of assistance is necessary, the member may request the support of an association member in developing such plan.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process, with the exception that the evaluation of any teacher receiving an overall evaluation rating of effecting shall not be grievable.
7. All teachers shall have the right to submit a rebuttal of their evaluation which will be included in their personnel file and attached to the year-end evaluation.
8. All speech therapists/pathologists, nurses, school social workers, counselors, physical/occupation therapists, school psychologists, behavior specialists, homebound teacher, and teacher consultants shall be evaluated using the agreed upon evaluation tool and a method of observation that is mutually-agreed upon by the member and their administrator.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support shall have the following due process rights to challenge said rating:
  - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teachers is informed of the rating and a meeting with the superintendent shall be held no later than ten (10) days after the receipt of the request for review. A written response to the review meeting with any modifications of the year—end performance rating shall be provided to the teacher within thirty (3) calendar days after the meeting.

- b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
  1. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
  2. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
2. A tenured teacher who receives two (2) consecutive rating of “needing support” may demand to use the grievance procedures as outlined in Article XIII.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first three (3) weeks of each school year, the district shall provide training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. Any exceptions will be mutually agreed upon.

## **ARTICLE XI - Protection of Members**

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

stolen while on the school premises. Damaged or broken items shall become the property of the school district if the reimbursement value is equal to the replacement value of the item.

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

H. The Board recognizes the member's right to have the consideration of their dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the open meetings act, at the request of the named member. The Board agrees that any vote to proceed on allegations, complaints or charges brought against any member shall be conducted in closed session and that the member shall not be identified in any public meeting of the Board of Education.

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

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

## **ARTICLE XII - Negotiation Procedures**

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



- F. All negotiation meetings will be closed to all persons who are not duly appointed representatives or alternates under this Article. Each team, with as much notice as possible, may bring in consultants for the purpose of aiding in the negotiation of specific proposals.
- G. All negotiation meetings will be set as to time, duration, and agenda by mutual agreement of the two chief negotiators.
- H. All agreements shall be tentative pending final agreement on an entire tentative contract by the negotiating representatives for both sides.
- I. Each team shall have on the table at all times a set of proposals, which, if agreed to by the other team along with all tentative contract agreements in effect, shall constitute an entire tentative contract.
- J. Notwithstanding the expiration of this Agreement, the negotiation procedures outlined in this Article shall be in effect until a successor agreement is negotiated and ratified.
- K. Member Information
  - 1. By no later than the last calendar day in August, February, and May, the GCEA President or his/her designee shall be provided, via email and attached spreadsheet, a complete listing of bargaining unit members with the following information:
    - a.) First, middle, and last name
    - b.) Start date of employment in current bargaining unit
    - c.) FTE, step, lane placement, as well as annual salary
    - d.) Tentative building and position of placement
    - e.) School email address
    - f.) Home/ mailing address and home/ cell phone number
    - g.) State Personal Identification Code (PIC)
    - h.) Employee Identification Number
  - 2. When school is in session, the GCEA President or his/her designee shall be given, via email and attached spreadsheet document, the same information detailed in Section 1 above for any newly hired bargaining unit members within five (5) business days from formal Board of Education approval as they occur throughout the year.
  - 3. Termination of employment, by any bargaining unit member, shall be reported to the GCEA President or his/her designee, including the termination date, via email no later than five (5) business days after the member's termination has been formally approved by the Board of Education.

4. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the GCEA President or his/her designee via email no later than five (5) business days following formal approval by the Board of Education. Notification of any bargaining unit member returning from a layoff or leave of absence longer than 60 days (paid or unpaid) shall be reported to the designated Association representatives via e-mail no later than five (5) business days after the first day of return.

## **ARTICLE XIII - Grievance Procedures**

### A. Definitions

1. A "grievance" is an alleged violation of the terms of this Agreement.
2. Grievances may be filed relative to alleged violations of Board policy, rule, or regulation but may only be processed through level 3, and are not subject to arbitration.
3. The "aggrieved member" is the member or members making the claim.
4. The term "member" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
5. A "party of interest" is a member employed by the Board, or the Board, who might be required to take action, or against whom action might be taken in order to resolve a problem.
6. During the regular school year, the term "days" shall mean school attendance days. Beyond the regular school year, the term "days" shall mean normal business days.

### B. Purpose

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

### C. Structure

1. The Association representatives shall be known to all "parties of interest."
2. The building principal shall be the administrative representative when the particular grievance arises from that building. The member's(s') immediate supervisor shall be the administrative representative when the grievance does not involve members regularly assigned to a building.
3. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building.
4. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The

time limits may be extended by mutually written consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year, except in those cases which cannot be resolved within this time limit. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the ARTICLE and section of this Agreement allegedly violated, and the rationale as to why the facts constitute a violation and remedy sought.

5. The MEA Executive Director may write and file grievances. Said grievances may be filed electronically without the signatures of individual grievants or local representatives. It is understood that the appropriate individual and local representative signatures shall be added to the form at Level Two. of the grievance procedure.

D. Procedure

1. Level One - Informal

- a. The GCEA or a member with a concern which they identify as a grievance shall discuss it with their immediate supervisor or principal, individually or together with their Association representative, or with representatives of either party of interest present, within fifteen (15) days of the occurrence or knowledge of the event giving rise to the grievance.
- b. As soon as possible, but within eleven (11) days from notification of the grievance, the immediate supervisor or principal will render a verbal decision to all parties of interest.

2. Level Two - Written

- a. In the event the aggrieved person or the Association is not satisfied with the supervisor's or principal's verbal decision, they may file the grievance, in writing, within ten (10) days of the supervisor's or principal's decision on the grievance. The grievance shall specify the facts giving rise to the grievance, the ARTICLE and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought.
- b. Within six (6) days from receipt of the written grievance, the principal or immediate supervisor shall submit their written decision with rationale with copies to all parties as noted above.

3. Level Three

- a. Within ten (10) days of receipt of the supervisor's or principal's written decision, if the Association is not satisfied with the disposition of the grievance, it may submit the written grievance to the Superintendent of Schools, or their designee, with copies to all parties of interest.
  - b. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent or their designee will render a written decision with rationale to all parties of interest.
4. Level Four – Arbitration
- a. In the event the grievance is not resolved, the grievance may be submitted to arbitration before an impartial arbitrator. Only the Association may approve of, and process, grievances to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement.
  - b. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage adjustment in any other case or any other adjustment in any other case.
  - c. The fees and expenses of the arbitrator shall be shared equally by the parties. A request to utilize the arbitration machinery shall be submitted to the Board and the American Arbitration Association within twenty (20) days of the Level Three decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another member or legal counsel; providing, however, that any member may in no event be represented by an officer, agent or outside representative of any organization other than the Association.
2. Nothing contained herein shall be construed to prevent any individual member from presenting a formal grievance by himself and having the

formal grievance adjusted without intervention of the Association within the time limits established if the adjustment is consistent with the terms of this Agreement. In such case, the Board will notify the Association and will provide the opportunity for duly authorized representatives to be present at such adjustment.

F. Miscellaneous

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

9. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
  10. Member rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.
- G. A grievance may be processed via the expedited grievance procedure for disputes involving dismissals, lay-off/recall, and assignments as follows:
1. A member with a concern, which they identify as a grievance, shall discuss the concern with their administrator individually or together with their Association Representative, or with representatives of either party of interest present within ten (10) days of the occurrence. The administrator shall, within four (4) days, provide a verbal response to the member.
  2. Within ten (10) days, the member will submit the written grievance to the Association and within the same ten (10) day period, the Association may process the grievance to the Superintendent. The Superintendent, or their designee, shall schedule a meeting with the Association to be held within six (6) days in an effort to resolve the issue. The Superintendent shall, within four (4) days of such meeting, render a written decision, with rationale, to all parties of interest.
  3. If the dispute is still not resolved to the Association's satisfaction, within ten (10) days of the decision of the Superintendent or their designee, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration. Notwithstanding American Arbitration rules to the contrary, the parties agree that post-hearing briefs may be submitted within five (5) working days of the conclusion of a hearing.
  4. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

## **ARTICLE XIV - Leaves**

### A. Leave Days

1. At the beginning of each school year, Full-time members shall receive a bank of fourteen (14) leave day allowance. Members starting a school year without an existing leave bank of fourteen (14) or more leave days, who separate from the district, and have used up all of their unearned leave days, shall have deducted from their last check one (1) leave day per month for each month remaining in the school year.

Any Full-time member hired after the contract year begins will receive an adjusted leave bank, upon their hire date. This adjusted leave allowance will be calculated at a rate of 1.2 days per the number of full months remaining in the given contract year. As an example, a Full-time member hired on October 2, of a ten-month school year, would receive 1.2 leave days for each of the full remaining months in the school year (November through June = 8 months; 8 x 1.2 leave days = 9.6 total sick leave days).

Part-time and Extended School Year (ESY) leave shall be accumulated three (3) hours per every sixty (60) instructional hours assigned. All such leave time may be used prior to being earned; however, any unearned leave time that has been so used will be deducted from the final pay in case of termination of employment. No member may use unearned leave time in excess of those that can be earned during the balance of the school year. Unused ESY leave shall be paid out at the rate of \$36.86 in the last pay of ESY.

Leave days may be used only for personal or family illness, emergencies in the immediate family and personal business. Active misuse of this section will be dealt with by the Association and the Board through the special conference provision of Article XII, as a first step.

2. Leave days shall be cumulative without limit. Leave day bank balances are accessible to members through the eEmployee system provided by Wayne Regional Educational Service Agency (RESA).
3. The family member shall be defined as:
  - a. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
  - b. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or



domestic partner or a person who stood in loco parentis when the employee was a minor child.

- c. A person to whom the employee is legally married under the laws of any state or a domestic partner.
  - d. A grandparent.
  - e. A grandchild.
  - f. A biological, foster, or adopted sibling.
  - g. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
4. Members returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
  5. Members shall experience no loss of leave days for line-of-duty accidents. Workers' Compensation benefits will be paid directly to the employee; the employee will notify the Board of the amount of each Workers' Compensation check, the Board will then pay the difference between the Workers' Compensation check and the amount of the employee's regular pay for thirty (30) weeks.
  6. Subject to subsection 8 below, leave days shall not be used for recreation and/or vacation purposes and shall not be used to extend a holiday or vacation period.
  7. All members who are absent from duty for any reason are charged with the responsibility to notify the Board of Education. Members shall create and schedule their absences using on-line absence management system before 6:30 a.m. After 6:30 a.m., members will call into their respective building to report absence or tardy. The Personnel Office of the Board of Education will arrange for a substitute where appropriate.
  8. Members may use a maximum of five (5) days from each year's total leave allocation as personal business (defined as leave to care for personal matters that cannot be accomplished outside of the school day) provided that a member who takes an extended leave for more than five (5) consecutive working days for reasons other than personal illness shall provide a letter to the superintendent indicating the reason for being absent and his/her anticipated date of return. Members may use up to three (3) leave days as personal leave (defined as leave not for an illness, but also not for business purposes). However, except in the case of an emergency, members who wish to use a day of personal leave must request approval for the day from the District Personnel Office not less

than forty-eight (48) hours in advance. The District shall limit the number of approved Personal Leave days to a maximum of seven (7) Member days on any one instructional day. Approval for use of Personal Leave days shall be provided on a first request, first approved basis. If the member is unable to provide advance notice and there are more than seven (7) members that have used leave on that day, the member will receive a day without pay. The parties mutually recognize and re-affirm the appropriate use of other leave days as stipulated in Section A, (6) of this Article.

9. Voluntary Leave Day Donation: Upon approval by the Superintendent, or designee, a GCEA employee may donate sick days from their accumulated sick bank to another GCEA employee for personal hardship, illness or injury, or for the care of an employee's immediate household family member due to a catastrophic illness or injury. The maximum number of donated sick days an employee may receive per incident of catastrophic illness or injury is ninety (90) days. Before using donated sick days, an employee shall have exhausted all leave days, both current allotment and accumulated. The Association will be charged with keeping track of how many days are being used and from which member.
10. Bereavement Leave: Due to the death of a member's or spouse's immediate family as defined in Section A.3 above, the member shall be granted up to five (5) days. Upon application and approval of the Superintendent, these same five (5) days may be granted for nieces, nephews, uncles and aunts even if the member does not have enough leave days. The member shall not receive pay for any days not covered by their leave bank but shall not be subject to discipline.
11. It is agreed that all contractual provisions for leave time fulfill the obligations of the Board of Education as stipulated in Michigan's Paid Medical Leave Act.

B. Child Care Leave

1. Any actively employed member:
  - a. Who gives birth
  - b. Whose spouse gives birth or,
  - c. Who adopts a child of one year of age or less during the school year shall be entitled, upon reasonable notice and request, to paid child-care leave of four (4) weeks provided that:

- i. The leave is taken in one sequential period and not on an intermittent basis
- ii. Any additional leave time beyond the four-week period for childcare purposes counts against the member's sick leave/FMLA banks

C. Military Leaves

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

D. Public Office Leave

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

E. Peace Corps Leave

Leave of absence will be granted up to two (2) school years, without pay or fringe benefits to any member who joins the Peace Corps (or other such organization as formed by the United States Government) as a full-time member in such program. Any period so served shall be treated as time taught for the purposes of the increments on the salary schedule set forth in this Agreement. The Board may, upon written request, grant renewal of this leave.

F. Association Leaves

The Board shall grant, upon the request of the President of the Association leave without loss of pay or leave days for members to attend meetings of the Association or organizations with which it may be affiliated. Forty (40) days per school year shall be granted by the Board. In order for such days/hours to be reportable to MPSEs, all days/hours used shall be promptly reimbursed by the Association pursuant to the Office of Retirement Services Reporting Manual.

G. State and National Officer Leaves

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

H. Legal Processes

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

I. Sabbatical Leave

1. To qualify for consideration for a Sabbatical Leave, the full-time member must have taught in the Garden City School System at least seven (7) consecutive years by the time the leave is to be in effect. A member on a leave of absence, having served the system seven (7) or more consecutive years, must have returned to work and must have worked at least a semester after having returned to work before being eligible to apply for a Sabbatical Leave.

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

5. While on the Sabbatical Leave, the member will receive one-half (1/2) the salary they would have received for teaching in Garden City during this leave. Such pay will be paid according to regular pay procedure for that year or semester. The member will agree to the rewriting of their teaching contract to reflect the Sabbatical contractual salary or sign a contract rider reflecting the monetary change.
6. On the part of the recipients, the granting of sabbatical Leave carries an obligation to return to the system and to teach for a period of time at least double the length of the period for which the Sabbatical Leave was granted. As a condition to receiving final approval for a Sabbatical Leave, a member shall file with the Personnel Office a written agreement stipulating that following the leave they will remain in the service of the Garden City Public Schools for a period of
  - a. One year of teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a semester leave).
  - b. Two years of teaching service in the Garden City Public Schools commencing with the Garden City School semester following the termination of the leave period (in the case of a year's leave).
  - c. The obligations indicated in this subsection may be postponed for up to one (1) year as a result of a certified temporary medical disability of the teacher.
  - d. The obligations indicated in this subsection will be canceled as a result of a medical retirement of the member based on total and permanent disability.
7. To further protect the Board against loss by reason of failure to return the member shall execute a non-interest bearing promissory note to the Garden City Board of Education as follows:
  - a. One Semester Sabbatical Leave

The member who receives a one semester Sabbatical Leave executes a promissory note in the amount of his one--half pay due for the period of the Sabbatical payable to the Garden City Board of Education and bearing a due date of the first day of the semester following the completion of the Sabbatical Leave period. If they fail to return to teach in Garden City the following semester, the full value of the note comes due on the day members report for duty for that semester. If the member returns and teaches one semester and

fails to teach the second successive semester, one-half (1/2) of the note is forgiven but one-half (1/2) is due the first day of the next semester when the school system's members report for duty.

b. Full Year Sabbatical Leave

The member who receives a year's Sabbatical Leave executes a promissory note in the amount of the half pay due them for the period of the year's Sabbatical Leave payable to the Board of Education and bearing a due date of the first day of the semester following the completion of the year's Sabbatical Leave. If they fail to return to teach in Garden City the following semester, the full value of the note comes due on the day members report for duty for that semester. If the member returns and teaches one year but fails to teach a second successive year after the completion of the Sabbatical Leave, then half of the face amount is forgiven but one-half (1/2) is then due the first day of the next semester when the school system's members report for duty.

c. The due date of the promissory note indicated in this subsection may be postponed for up to one (1) year as a result of certified temporary medical disability of the member.

d. The promissory note indicated in this subsection will be canceled as a result of a medical retirement of the member based on total and permanent disability.

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

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

10. The provisions of Article XIV, subsection L.1 are not applicable to this section.

J. Voluntary Leave

1. The Board shall grant a voluntary leave of absence, upon request, to a member without pay or fringe benefits, for a purpose(s) not enumerated

in this Agreement. Members may take a one (1) trimester, one (1) semester or one (1) year leave under this provision. The Board shall extend such a leave up to three (3) years at the request of the member provided that a certified replacement is available. The Board may extend such leave up to an additional two (2) years at the request of the teacher provided a certified replacement is available. Said leave shall not be granted for the purposes of accepting an administrative position in the Garden City School District. (See Article XXII, A.4.b.) In no case shall a member be eligible for a voluntary leave for a cumulative leave period of time that exceeds the member's seniority at the time the leave began, rounded upward to the nearest full semester. (Further, the employer agrees that the sentence preceding this one shall not be applied to affect bargaining unit members who are on voluntary leave as of the ratification of the 1988-91 agreement, for the duration of that continuous, uninterrupted voluntary leave of absence.)

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



on layoff may request a leave under the provisions of the personal leave provisions of this agreement.

7. The provisions of Article XIV, Section L, subsection 1 are not applicable to this section.

K. Return from Leave

1. A member returning from a Public Office Leave, Peace Corps Leave, Association Leave, State and National Officer Leave or Sabbatical Leave shall be assigned to a position for which they are certified.
2. Upon return of a member from any other leave provided for in this Article, the member will be placed in a position for which they are certified.
3. A member returning from a Voluntary Leave at the beginning of the second semester shall be placed into an existing vacancy for which the member is certified.

L. Contractual Termination of Member Services

A member granted a leave under this contract may be terminated from employment if they do any one of the following:

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

M. A member may request three (3) days per year to participate in recognized religious holidays without the loss of leave time. The member will be required to make up those days through a mutually agreed upon time with the building administrator. In the event that the member and the building administrator are unable to arrive at a mutually acceptable time for the missed work time to be made up, the Association President and the

Associate Superintendent shall meet to mutually establish a make-up time. In the event that the time is not made-up by the end of school year, the member will utilize leave time.

## **ARTICLE XV - School Calendar**

### A. Contractual Work Year

- 1a. That the school year shall, for contract purposes, officially commence for non-probationary members on the Tuesday immediately preceding Labor Day and shall consist of 182 work days.
- 1b. That the school year shall, for contract purposes, officially commence the Tuesday before the Monday immediately preceding Labor Day and the days for probationary teachers shall be as follows:
  - 1<sup>st</sup> year probationary 185 days
  - 2<sup>nd</sup> year probationary 184 days
  - 3<sup>rd</sup> year probationary 183 days

\*Those who previously earned tenure in Garden City, but left and are rehired by GCPS may, at the district's discretion, be required to attend up to three (3) probationary PD days as listed above.
- 1c. That the school year shall, for contract purposes, officially commence for third year probationary members on the Monday immediately preceding Labor Day and shall consist of 184 work days.
2. That the school year not exceed the 18th day of June in any year if all state attendance requirements for students are met by that date.
3. That the Winter recess will be observed beginning no later than the end of the school day on the 23rd day of December and ending no earlier than the 1st day of January and all days within this period will not be scheduled as member work days unless otherwise legally mandated.
4. That the following days will not be scheduled as member work days:
  - (a) Labor Day
  - (b) Thanksgiving Day
  - (c) The Friday following Thanksgiving Day
  - (d) MLK Day
  - (e) Memorial Day
  - (f) Independence Day

5. Professional Development Days will be set forth within Schedule E of this Agreement.
  6. Professional Development Days for Cambridge Alternative High School
    - a. At least four (4) additional days as determined by the Program Director
  7. Cambridge Alternative High School calendars shall be established and shall be made available to Cambridge members as soon as practicable.
- B. The Official Full Time Calendar(s) is/are set forth in *SCHEDULE E* and shall be consistent with the Wayne RESA Board of Education common calendar and in accordance with Sections 1284, 1284a and 1284b of the Revised School Code as amended.

## **ARTICLE XVI – Member Leadership Roles**

### A. Staff/Curriculum Development Council (SCDC)

1. The Staff/Curriculum Development Council shall serve as a coordinating and planning group for curriculum concerns. SCDC shall be the organization through which all proposed curriculum changes are processed according to MDE guidelines. Proposed changes shall be processed in a timely manner. The Board of Education retains the right to make final curriculum decisions including those which may be contrary to the recommendation of SCDC. The superintendent shall have the right to attach alternative recommendations to any curriculum change proposed or opposed by SCDC.
2. The council membership shall be comprised of one member representative from each elementary building, two member representatives from each secondary building from different content areas, two member representatives from the Program for Students with Autism, one member representative from Cambridge Alternative High School, one GCEA member-at-large, one administrator from each level, two administrators from Central Office, and one administrator-at-large. Bargaining unit members shall be selected per Association policy and procedure. The council shall have co-chairpersons, one a teacher and one an administrator. The parties acknowledge the Superintendent has the discretion to have other administrators participate in SCDC meetings, but only those administrators delineated above shall have voting privileges during SCDC meetings.
3. The council shall meet at least five (5) times per school year as determined by the council. Members serving on the council shall be given released time.
4. The council shall be allowed to consult with any persons necessary to effectuate sound instructional programs.

### B. Building Level School Improvement Committee

The conditions which follow shall govern member participation in the school improvement process as defined in PA 25 and encompassing all of its components.

1. Member participation is crucial to the success of the school improvement process. The parties recognize that there will be different levels of member participation in that process.
  2. No school improvement team nor the district team may alter the collective bargaining agreement. Contractual or association concerns shall be dealt with per provisions of Article XII. A. or Article XIII.G.
  3. Membership of the site-based school improvement committees shall include GCEA members and representatives from the school community as required by law. Building employees and principal will mutually select the building school improvement committee.
  4. A recommendation made by the building school improvement committee must be approved by consensus or a minimum of 75% of the members who will be affected by that decision. Once approved, a decision shall be implemented by the total staff.
  5. There will be a member co-leader with the building principal. The co-leader will be mutually decided upon by the staff and building principal. This individual will be expected to report two days prior to the start of the contractual year for the purpose of launching the school improvement initiatives during a mutually agreed upon date with the building principal. The member will receive their per diem rate. If another planning date is needed throughout the school year, the co-leader and principal will mutually agree to such.
  6. This school improvement co-leader will also sit on the District L-SIP.
- C. District L-SIP/Leadership for School Improvement Committee
1. The committee membership shall be comprised of GCEA members who are school improvement co-leaders, administrators, the GCEA President or their designee, and other persons as stipulated in the law. (PA 25).
  2. Participation/non-participation in committees, which is voluntary, shall not be used as the criteria for evaluation, discipline and/or discharge.
  3. School improvement activities and meetings which are scheduled during the members' regularly scheduled work day, shall not result in a loss of contractual pay.
  4. All specific school improvement measures shall be for a specific duration not to exceed one school year. All school improvement

measures/ recommendations shall be reviewed by school improvement committees in May of each year for future or continued implementation.

Continued measures and/or proposed recommendations shall be provided to the Superintendent and the Association President not later than May 15 of each year, or in accordance with MDE timelines. The SI process will be collaboratively driven. In the event a program or strategy is found not eligible for funding, administration/co-leaders of building(s) affected, and association will be notified and mutually agree to a solution.

D. Department/Grade Level Coordinators

1. Secondary department and elementary grade level coordinator positions will be implemented as follows:

- a. Lathers, Memorial, Douglas, Farmington each – one (1) coordinator per grade level, one (1) coordinator for special education department, Middle School and High School each- one (1) coordinator per core department, one (1) coordinator for all electives, one (1) coordinator for special education department, Burger Program – Baylor three (3) coordinators, BTC two (2) coordinators.

2. Department level coordinators will be responsible for the following:

- a. Selection will be by mutual decision between the department or grade level and the administration. In absence of a grade level staff member, other members will be considered.
- b. Participate in school improvement team meetings at the school.
- c. Early Release Meeting Coordinator
- d. Create and carry out monthly agendas for early release meetings.
- e. Topics for meetings should include curriculum discussion, student data, district initiatives, school improvement goals
- f. Gather and share meeting minutes with team and administration
- g. Oversight of common assessments and pacing guides
- h. Compensation: \$3,000 per school year to be paid on 21st pay
- i. Commitment: School year

## **ARTICLE XVII – Cambridge Alternative High School Program Members**

- A. Compensation  
Cambridge Alternative High School Program members will be paid in accordance with current levels set forth in Article III, Section J1.
- B. Bell Schedule/Calendar  
See Bell Schedule in Schedule D and Calendar in Schedule E.
- C. Definitions
  1. Cambridge Alternative High School Program members shall be defined as those requiring certification employed outside the traditional public school day program.
  2. Seniority shall be defined as in Article XXI, A.
  3. Certification and Assignment
    - a. Certification shall be defined as the member's teaching areas as designated by the State.
    - b. Assignment shall be defined as certification.
  4. Based upon student enrollment, notice of placements will be provided no later than the last Friday of August and determined in accordance with individual certification.
  5. Placement of members shall be by school year.
- D. Independence Day (July 4) shall be a paid holiday for members regularly employed in the Cambridge summer program if the program starts prior to July 4<sup>th</sup>. A member working in the Cambridge summer program must work their scheduled work day immediately preceding and following the holiday to be eligible for such payment. Compensation shall be paid on the same schedule as are full-time members.
- E. Members whose regularly assigned work schedule consists of thirty-two (32) hours or more in a week in the Cambridge Alternative High School Program will be considered full-time and will have the option to receive all benefits under Schedule C. Members who work fewer than 32 hours a week in the Cambridge Alternative High School Program will be eligible for prorated benefits under Schedule C.
- F. Leave time shall be defined as per Article XIV, Section A(1).
- G. Teaching conditions shall be established as per Article VI.
- H. No member who works within the Cambridge Alternative High School Program shall be denied a summer teaching position for refusal to make a commitment exceeding eight (8) weeks.



- I. Discipline of a member shall be defined as per Article VIII.
- J. Additional positions to the Cambridge Alternative High School Program shall be filled only when no current member can be placed according to seniority, and certification/licensure. If additional positions become available, the Board will recall currently laid-off members, then hire properly certified/licensed members for those positions.
- K. In the absence of a certified counselor, when counseling/guidance activities, such as evaluation of credits/transcripts and advising students regarding class selection and graduation requirements (with the exception of routine registration work functions), are required, such activities shall be offered to bargaining unit members working in the Cambridge Alternative High School Program by seniority, who possess counseling certification. Members shall be compensated per their current hourly rate.
- L. The Board agrees that the Cambridge Alternative High School Program shall not cause the loss of any GCEA positions; should the number of students for which the Board receives funding equal to that of K-12 students, equal or exceed the class size limit in the High School, an additional position will be added to the regular High School schedule and will be assigned as such. The Board agrees to discourage the use of the Cambridge Alternative High School Program in lieu of regular K-12 programming and that the program will not be used to lessen the number of the GCEA members.
- M. Members working in the Cambridge Alternative High School Program will be placed on a seniority list separate from the list defined in Article XXI(A)(5). No member working in the Cambridge Alternative High School Program can transfer seniority from the Cambridge Alternative High School Program to the full-time program.

## **ARTICLE XVIII - Special Teaching Assignments**

- A. Supervision by a member of a student teacher(s) shall be voluntary.
- B. Any tenure member may volunteer to supervise a student teacher. A list of those volunteering will be kept current.
- C. The Board shall disclose the amounts of monies received from colleges and universities for placing student teachers. These monies shall be remitted directly to the respective supervising members.
- D.
  - 1. The Board of Education may employ a maximum of twenty (20) people in reserve member status. Reserve member status would be available to only those members who are laid off at the end of the current school year and who qualify for twenty-six (26) weeks of unemployment compensation.
  - 2. Laid off members must sign a letter of agreement accepting the reserve member status position on or before the last regular work day of the current school year.
  - 3. The reserve member will be assigned substitute duties. When no substitute assignments are available, the reserve member shall be assigned to tutoring, media center, library, curriculum development and/or in-service. Whenever possible, the reserve member will fill long-term assignments. The reserve member work day will be in accordance with Schedule D. If the reserve member is called back from layoff to regular status, all days worked shall count toward a salary schedule increment.
  - 4. The reserve member shall be compensated at one hundred dollars (\$100) per day up to a maximum of 183 days per school year. The Board of Education shall provide all benefits identified under Schedule C of this agreement to reserve members.
  - 5. If additional positions in part-time programs which are currently covered by this agreement become available, the Board will hire properly certified members for those positions in the following order of preference:
    - a. currently laid-off members
    - b. currently employed full-time members
    - c. others

## **ARTICLE XIX - Professional Improvement**

- A. The parties support the principle of continuing training of members, participation by members in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.
- B. The Board agrees to provide, through the building and departmental budgets, and as approved by the immediate administrator, the necessary funds for members to attend selected professional conferences. This shall be made known and will be accessible in a fair and equitable manner to all members. Appropriate expenses incurred in attendance and sufficient leave time without loss of compensation shall be granted to the member by the Board.
- C. A reassigned member program will be continued through SCDC that provides the opportunity for members to receive additional training, course work, or support help where they are assigned to a course or grade level significantly different than anything they have taught in the last five years. This will also be offered where their training or experience is found to be deficient in some manner. The extent of this retraining help will be offered equally to all members in a similar situation contingent upon the availability of funds. The retraining fund will be budgeted at the rate of \$100 per member in the Dearborn Continuing Education credit Program, but with a minimum of \$5,000. This fund will be administered jointly by the Co-chairpersons (administrator and member) of SCDC.
- D. The Administration shall schedule nine (9) half days of released time for all Program for Students with Autism members for the express purpose of in-service training contingent upon the availability of outside funding.
- E. Mentor Teachers
  - 1. A. Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall be a member of the bargaining unit.
  - 2. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
  - 3. A Mentor Teacher shall be assigned in accordance with the following:

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

6. A minimum of once a year, both mentors and probationary teachers will be updated on the legal ramifications of said program.

**ARTICLE XX - Maintenance of Professional Standards**

- A. The Board sets the following continuing standards for hiring teachers:
  - 1. No new members shall be hired who have not completed a minimum of the bachelor's degree at a recognized college or university.
  - 2. No members shall be hired who have not completed the requirements of the Michigan Certification Code, as amended, and have been recommended for at least the Provisional Teaching Certificate.
  - 3. New members shall be certified and “highly qualified” in at least two (2) areas of teaching. Should the district choose to employ any teacher with only one area of teaching certification, said teacher shall not be allowed to force a more senior teacher from the member's preferred assignment at any time or for any reason in the future.
  - 4. Persons with less than the above minimum requirements may be hired in an emergency situation until adequate certificated personnel meeting the above requirements are available.
- B. In order to provide the children of the School District with broader perspectives and to encourage awareness and appreciation of the contributions of varied cultures, races, ethnic and religious groups, etc. to the American society, the Board shall continue to make every effort when filling vacancies to hire competent personnel with various cultural, racial, ethnic, and religious background.
- C. The Garden City Board of Education agrees not to outsource jobs or other duties which have been traditionally K-12 or otherwise contemplated in Article I, the Recognition Clause. The Garden City Board of Education agrees that no additional K-12 regular positions or students will be placed in the Continuing Education Program unless agreed to by the Association. It is understood that where the school district is currently using outside instructors (for example the cosmetology program) the District may continue to do so.
- D. The use of a student teacher as a substitute teacher in a classroom, other than the critic member's classroom, shall require the approval of the critic member.

**ARTICLE XXI - Seniority, Layoff, Recall, Consolidation**

A. Seniority

1. Seniority shall be defined as the continuous length of service within the bargaining unit as defined in ARTICLE I. Such service will begin with the official date of hire by the Board of Education.
2. When a seniority question arises with respect to more than one individual member having the same official date of hire by the Board of Education, relative seniority shall be determined by the first date at work in pay status and then, if necessary, lottery draw. In the event a lottery draw is necessary, all individuals affected will have an opportunity to participate in the drawing and the Association and the members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected members and Association representatives an opportunity to be in attendance. In the event affected members do not attend the applicable lottery drawing, the Association representative will participate in the drawing in place of the member.
3. A member shall lose his seniority if he resigns, retires, accepts an administrative position not in compliance with the following provisions, or is discharged by the Board.  
Administrators who previously taught in the Garden City School District and are currently employed as administrators, shall be subject to the following:
  - (a) Administrators shall have no seniority within the bargaining unit;
  - (b) Members desiring to transfer to a Garden City administrative position may do so for a two (2) year period without jeopardizing their seniority status. At the end of the two (2) year period, if the member chooses not to return to the bargaining unit, all seniority shall be forfeited.
4. Updated district-wide seniority lists, including name, seniority date, and areas of certification shall be established by the Board at least annually. Electronic copies of said lists shall be supplied to the Association by February 1.

(a) Cambridge members' seniority date shall be the first day in pay status in the Cambridge Alternative High School program.

No member can transfer seniority from the Cambridge program to the full-time program.

5. Qualified Cambridge members who desire to fill an open position in a full-time seniority position shall be given the first rights to interview for said position.

B. Layoff

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

1. Non-certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
2. If further reduction is still necessary, then members will be laid off in compliance with the procedure set forth in Article V.P.2.h.

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

D. The Association will be notified and consulted by the District no less than ten (10) school days prior to any Board action relative to a contemplated layoff. Members being laid off shall receive a 60-calendar day or end of the current semester, whichever is greater, notice in writing before the effective date of layoff.

E. The Board shall give written notice of layoff or recall from layoff by sending an email to their District email address (if applicable) and registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

F. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualifications of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.



G. Consolidation, Annexation, Merger

To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district. Members employed in the Garden City Schools will be given preference for positions in those school buildings which exist at the time this Agreement is ratified or are constructed during the life of this Agreement. The District shall give the Association as much notice as possible if it is likely that a merger or consolidation will take place, in case the Association needs to bargain wages, hours or conditions of employment with another employer. The Board shall not agree to or allow any annexation, consolidation, or merger, in whole or in part, involving the School District of the City of Garden City, unless the seniority rights of G.C.E.A. members are not disadvantaged. The intent of this language is to insure that G.C.E.A. members are treated equally with respect to the determination of their relative seniority in the newly formed district.

H. Recall

1. After a reduction of teachers, as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions provided that no disruptions of existing established member assignments are necessary. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified. A member shall not be required to return for less than a full-time, full year position, except that in no such case shall the employer be construed to have waived its right to contest payment of additional unemployment benefits.
2. All members shall have an indefinite right to be recalled from layoff, except as provided below in this paragraph. Members who are recalled

shall return to the district, permanently sever from the district or request a leave under provisions of Article XV except that no member who is recalled while under contract with another district shall forfeit their right to recall so long as the existing contract predates the notice of recall. Members who do not accept a recall as a result of being under contract with another district as described above shall forfeit their right to recall in Garden City for the balance of that school year only. Notwithstanding the above provisions of this paragraph, the right to recall for a member who has signed a contract with another public school district shall be five (5) years or the length of the member's seniority, whichever is lesser.

I. ARTICLE V, shall guide the spirit and intent of this Article.

J. Definitions:

1. Certification- Adequately certified teachers shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this agreement.

The teacher shall provide written notice to the board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2. Qualification- Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification and otherwise meet the criterion set forth by the District in the relevant job posting.

K. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article III, Section L and outlined in Schedule C until the end of August if they have completed the school year, or the end of the month of the effective date of the layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

## **ARTICLE XXII – Extended School Year (ESY) and Summer School**

- A. Definitions
  - 1. Seniority shall be defined as in Article XXI, Section A.
  - 2. Extended School Year (ESY) shall be defined as follows:
    - a. Instruction in the Burger Program for Students with Autism after the school year has ended, as defined in Schedule E;
    - b. Instruction involving a student’s individual education plan that takes place after the school year has ended, as defined in Schedule E.
  - 3. Summer School shall be defined as all other academic programs that occur after the school year has ended, as defined in Schedule E. Such programs will be determined by the Department of Curriculum and Instruction.
  - 4. Notification, Application and Tentative Assignment shall be defined as:
    - a. Notification: Prior to May 1<sup>st</sup> for ESY and Summer School positions
    - b. Application: Summer programs prior to May 15<sup>th</sup>
    - c. Tentative Assignment: Summer programs prior to May 30<sup>th</sup> for ESY and Summer School
- B. Positions in all ESY and Summer School shall be filled on a voluntary basis.
- C. Compensation
  - 1. Compensation will be provided in accordance with Article III, Section J(2).
  - 2. Independence Day (July 4) shall be a paid holiday for members regularly employed in any of the summer programs if the program starts prior to July 4<sup>th</sup>. A member working in the ESY/Summer School program must work their scheduled work day immediately preceding and following the holiday to be eligible for such payment. Compensation shall be paid on the same schedule as are full-time members.
- D. Paid Preparation and Professional Development Time
  - 1. The first day prior to the start of the ESY program will be used as paid preparation time.
  - 2. The first two (2) days prior to the start of the Summer School programs will be used as one (1) day paid professional development time and one (1) day paid preparation time.
  - 3. These preparation and professional development days do not apply to positions as defined in Section A(2)(b) of this Article.
- E. Leave time shall be defined as per Article XIV, Section A(1).
- F. Teaching conditions shall be established as per Article VI.
- G. Members shall be obliged to remain on duty as long as needed in the event of emergency situations such as severe weather warnings, civil

disturbances, or other situations which threaten the health or safety of students.

H. Discipline of a member shall be defined as per Article VIII.

### **ARTICLE XXIII - Miscellaneous Provisions**

- A. This Agreement shall supersede any contrary or inconsistent terms contained in any individual member contract in effect or to be written, during the term of this Agreement. The provisions of this Agreement shall be considered part of the established policies of the Board. The Board of Education reserves the right to adopt rules, regulations, and practices not inconsistent with this contract. This provision does not preclude the rights of the Association under ARTICLE I, Section A - Recognition. Copies of Board Policy Manuals shall be placed in all building manuals.
- B. If any provision of this Agreement or its application shall be found to be contrary to law, such provision or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement.
- C. Members of the Association, the bargaining unit, and the officers thereof, individually and collectively, share with the administration and Board the mutual responsibility of the total enforcement of this Agreement.
- D. This agreement and established past practices shall constitute the full and complete commitment between both parties. Any party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.
- E. Should a third party challenge the validity of any of the provisions of this contract by filing a grievance or a suit at law, both the Association and the Board will actively defend against such suit(s) and share equally any cost of such defense.
- F. Electronic copies of this Agreement shall be provided within fifteen (15) business days of ratification, at the expense of the Board, to all members now or hereafter employed. Printed copies will be provided to individual members upon their written request to the Associate Superintendent and/or his/her designee. Requesting members will be notified within ten (10) business days following receipt of the written request that their printed copy is available to be picked up at the Board's offices. Three (3) signed copies shall be forwarded to the GCEA.
- G. All members, who are Garden City residents, may utilize the District's regular latchkey program without cost. Members who elect to utilize this option shall register their children during the regular latchkey enrollment

period, pick up their children from the latchkey program not later than thirty (30) minutes after

the end of their regular work schedule, and comply with all rules and regulations that pertain to other residents who utilize the service.

This program is inactive as of school year 2021. At the request of the Union, the language in this provision remains in the event the program is reactivated. The District has no obligation to reactivate the program and if it does so, reserves the right to renegotiate the terms in this provision.

- H. A Finance Review Committee composed of three Association representatives and three Administrative representatives shall meet at least once a month during regular work hours to review finances (i.e., revenue, expenditures, cash flow, forecasts for the future, etc.). Members of this committee shall have the opportunity to provide direct input to Board Finance Committee.
- I. In the event a National Health Program is enacted that would affect the health care benefit of this agreement in any way, or the tax status of the benefit, the parties agree to negotiate the impact of such changes. The parties agree that the goal of such negotiations shall be to maintain current health care benefits at their current level and costs so as to minimize any negative tax consequences to the members and/or any unanticipated cost increase for the district.
- J. The parties understand and agree that this Agreement must be interpreted and applied consistent with the terms of the Every Student Succeeds Act (ESSA), as such terms become effective, and the Union and District agree to work cooperatively in implementing the terms of the Act.
- K. School Closures

In the event the District determines or is otherwise forced, to close some all or some buildings, due to inclement weather or any other circumstance, members will not normally be required to report to their job assignments and suffer no loss of pay. Despite such closure, the District may, if mutually agreed upon by the member and the District, request or permit an employee to work in which event the employee shall be compensated at one half (1/2) their normal hourly rate for time actually worked. If building or the district are closed after the start of the workday, members will not suffer loss of pay for the day.

No employee shall work during such closure without prior permission from the building administrator or District Superintendent or designee.

Employees who work without such permission will not have a right to extra pay for time worked.

In the event a member's scheduled leave day coincides with a school closure, the members of the bargaining unit shall not be charged a leave day unless the member is out on an extended absence for ten (10) or more working days.

**SCHEDULE A  
2024-2025**

Eligible employee Lane and Step Advancement according to the following schedule:

2024-25							
Step	BA	BA+15	MA	MA+15	MA+30 / 2nd MA	Ed Spec	PhD/EdD
0	46401		53333		57833	60333	62833
1	50098		57029		61529	64029	66529
2	52410		59338		63838	66338	68838
3	54720		62111		66611	69111	71611
4	57029		64882		69382	71882	74382
5	59801		67653		72153	74653	77153
6	62573		70889		75389	77889	80389
7	65807		74123		78623	81123	83623
8	69040		77357		81857	84357	86857
9	72274		80592		85092	87592	90092
10	75508		84288		88788	91288	93788
11	79920	82420	91137	93637	95637	98137	100637

5% +\$200 B.A, M.A, +\$4500 for M.A.30 above MA, +\$2500 increase for B.A 15, M.A. 15, Ed Spec, PhD / EdD above the prior lane

All eligible bargaining unit employees will advance one step effective the first payroll of the school year.

Wage and Health Care Reopener (Increases only) for 2025-26

Notes:

1. All figures rounded to the nearest dollar
2. Up to eleven (11) year's total is allowed on the salary schedule for outside military and teaching experience singly, or in combination, for the school year 2011-2012. Two years' military experience equals one year on the schedule to a maximum of two years on the salary schedule for maximum service.
3. MA+30 lane is modified to Double Masters lane (DBL MA). Individuals currently in MA+30, or those that receive qualifying credits for lane no later than June 30, 2025, will remain in DBL MA. Effective July 1, 2025, to qualify for DBL MA, a bargaining unit employee must have two master's degrees or



have a qualifying special master's program. Qualifying special master's programs are those master's program degrees for school licensure in the areas of Social Worker, Speech Language Pathologist, School Psychologist, Counselors (with a program equal to or in excess of MA and 30 hours), and Occupational Therapist.

4. A teacher in pay status for one half (1/2) of the schedule working days of a semester will receive one-half (1/2) a year experience credit on the salary schedule for that semester.
5. Step 0 on the scale will only apply to those individuals that are not fully certificated.

## **SCHEDULE B**

### **Co-Curricular Pay Schedule**

Teachers involved in extra duty assignments will be compensated at the following percentages of the B.A. Salary Schedule A in existence at the beginning of the school year. Each year of experience in the activity is equal to one step on the schedule to a maximum of Step 4. Persons holding Schedule B positions who for any reason do not complete the term or season or other period during which the assignment runs will be paid a prorated portion of their Schedule B payment. This will apply to members and non-members serving in Schedule B assignments.

### **High School Athletics**

The compensation percents for the following positions identified on Schedule B shall be changed as follows:

#### **Head Coaches:**

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

## **Middle School Athletics**

### **Head Coaches:**

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

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

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

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

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

**HIGH SCHOOL**

Cheerleading	3.32%
Newspaper	4.00%
Annual	4.00%
Debate or Forensics	2.25%
Band/Color Guard	6.00%
Art	2.50%
Vocal Music	4.60%
Stage Lighting	3.60%
Theater Arts (total per school for teachers & events)	7.50%
Senior Class Sponsor (Per person, maximum of three (3) persons)	3.06%
Junior Class Sponsor (Per person, maximum of two (2) persons)	1.06%
Sophomore Class Sponsor (Per person, maximum of two (2) persons)	1.06%
Student Council (one (1) teacher per building)	3.00%
Intramural Athletics Director (Per season – three (3) seasons)	2.21%
National Honor Society	3.00%
Spanish National Honor Society/Japanese National Honor Society	3.00%
Career Technical Education (CTE) & Perkins Coordinator	5.00%
Robotics & Administration-Approved After School Clubs	Extra Duty Rate
Esports	2.25%

**MIDDLE SCHOOL**

Spirit Club	2.65%
Cheerleading	2.30%
Newspaper	2.30%
Yearbook	2.30%
Class Play Directing	3.25%
Band – Junior High/Elementary (Per person, maximum of 2 persons)	4.00%
Student Council (one (1) person per building)	3.00%
Intramural Athletics Director (Two (2) persons per season – three (3) seasons)	1.77%
Vocal Music	3.00%
National Honor Society	3.00%
Robotics & Administration-Approved After School Clubs	Extra Duty Rate
Esports	2.25%

**ELEMENTARY SCHOOL**

Safety Squad	3.25%
National Honor Society	3.00%
Robotics & Administration-Approved After School Clubs	Extra Duty Rate

**SPECIAL SERVICES**

Homebound Teacher*	3.54%
Program for Students with Autism Newsletter (one position)	2.21%

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

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

**HIGH SCHOOL, MIDDLE SCHOOL AND ELEMENTARY**

1. Athletic Event Supervision (per event, per person)  
Same as Extra Duty Rate

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

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

Teachers volunteering to cover lunch duty, with Superintendent or designee approval, shall be compensated at the current Extra Duty Rate as outlined in Article 3.I.2.

**SCHEDULE C**  
**Insurance**

All provisions in this Article and this Agreement regarding insurances and other benefit plans or policies are subject to the terms and conditions specified in the collectively bargained group insurance plans and policies. Disputes over claims or claim settlements between the employee and the carrier are not subject to the grievance procedure.

**Teacher Life Insurance Coverage**

Life of Teacher	\$100,000
Accidental Death and Dismemberment	\$100,000

**Dependent Life Insurance Coverage**

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

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

Effective January 1, 2025, all members shall be enrolled in MESSA Choices PPO \$1000/\$2000, MESSA ABC Plan 2 \$2000/\$4000 ABC RX, MESSA ABC Plan 2 \$2000/\$4000 5-Tier RX, or MESSA ABC Plan 2 20% Co-Insurance 5-Tier RX.

The District shall fully fund the insurance premiums up through the monetary amounts (the “hard cap” amounts), as long as the Board maintains the hard cap, subject to its rights pursuant to 2011 PA 152, MCL 15.563. Association members will contribute any remaining insurance premium costs beyond the hard cap, as long as the Board maintains the hard cap. The District and Association agree that they will engage in future discussions to attempt to find ways to control health care costs.

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

Qualifying Period: The greater of 90 consecutive days of Total Disability or the end of the accumulated sick leave days applicable to the Insured, allowing for a 30 day interruption period

Benefit: 66 2/3% of monthly salary<sup>1</sup> not to exceed a maximum of \$5,000 per month.

**(Teacher Long Term Disability Insurance Coverage, Continued)**

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

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Type of Coverage 24 hour

Integration with other income benefits

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

Fringe benefits shall remain at no less than the benefits available on the last day that the member worked. Should benefits offered members of the bargaining unit increase, those members on Long Term Disability will be granted the increased benefits on his/her first day back at work. Waiting period shall be a ninety (90) day modified fill.

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

Teachers who have dual dental insurance coverage as a consequence of their spouse’s employment either with the Board or elsewhere shall receive Blue Cross 50-50-50-50 coverage.

The coverage will be as follows:	Blue Cross Dental	
	CR-RC-10-10	MBL \$1,500
	OS-10	MBL \$2,500

Class I 100% Oral Examinations, X-rays, Fluoride Treatments, Cleanings, Emergency First Aid Treatment \*\*

Class II 90% Restorative, Extractions, Root Canals, etc. \*\*

Class III 90% Dentures, Bridges \*\*

\*\* \$1,500 Benefit

**(Dental Insurance, Continued)**

Class IV 90% Orthodontic Rider - \$2,500 lifetime benefit

**Vision Insurance Coverage for Teachers, Dependent Spouses, and/or Dependent Children**

The Board shall provide a group vision insurance program with the following annual benefits per teacher, dependent spouse, or dependent child (each).

- |                         |                                   |
|-------------------------|-----------------------------------|
| 1. Examination          | 100% of reasonable & customary    |
| 2. Single Vision Lenses | 100% of reasonable & customary    |
| 3. Bi-focal Lenses      | 100% of reasonable & customary    |
| 4. Tri-focal Lenses     | 100% of reasonable & customary    |
| 5. Lenticular Lenses    | 100% of reasonable & customary    |
| 6. Frames               | Up to \$100                       |
| 7. Contact Lenses       | \$150 In lieu of Lenses and Frame |

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

Legal Garden City Public Schools – self-administered basis, benefits equal to those provided by Super Meals II.

Option Eligible bargaining unit members not electing health insurance will receive \$200 per month (\$2,400 per year), to be remitted by the last day of each month.



## NOTES

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

**SCHEDULE D  
SCHOOL SCHEDULES  
2024-2026**

NOTE: Article VII, Section F of the GCEA Master Agreement does not apply to building bell schedules marked with an asterisk (\*) within Schedule D.

**GARDEN CITY HIGH SCHOOL SCHEDULE**

7:10	Teacher reporting time
7:20 – 8:19	1 <sup>st</sup> Period (59 minutes)
8:24 – 9:23	2 <sup>nd</sup> Period (59 minutes)
9:28 – 10:27	3 <sup>rd</sup> Period (59 minutes)
10:27-10:32	Passing to lunch
10:32-11:02	A Lunch
11:07-12:06	4 <sup>th</sup> Period (60 mins)

OR

10:32-11:31	4 <sup>th</sup> Period (60 mins)
11:31-11:36	Passing to lunch
11:36-12:06	B Lunch
12:11 – 1:10	5 <sup>th</sup> Period (59 minutes)
1:15 – 2:13	6 <sup>th</sup> Period (59 minutes)
2:13	Dismissal
2:23	Teacher leave time
7:20 – 10:30	Half Day Schedule

Full Day for Students	7:20 - 2:13 (378 mins)
Half Day for Students	7:20 - 10:30 (190 mins)
Early Release Day for students	7:20 – 12:58 (288 mins)

## **GARDEN CITY HIGH SCHOOL INTERVENTION BELL SCHEDULE**

7:20-8:13	1 <sup>st</sup> period (53 Minutes)
8:18-9:11	2 <sup>nd</sup> Period (53 Minutes)
9:16-9:46	Intervention Time (30 minutes)
9:51-10:44	3 <sup>rd</sup> Period (53 minutes)
10:49-12:17	4 <sup>th</sup> Period and Lunch 10:49-11:19 A Lunch 11:24-12:17 4 <sup>th</sup> Period (53 Minutes) OR 10:49-11:42 4 <sup>th</sup> period (53 Minutes) 11:47-12:17 B Lunch
12:22-1:15	5 <sup>th</sup> Period (53 minutes)
1:20-2:13	6 <sup>th</sup> Period (53 Minutes)

## **GARDEN CITY HIGH SCHOOL EARLY RELEASE BELL SCHEDULE**

7:20-8:04	1 <sup>st</sup> period (44 Minutes)
8:09-8:53	2 <sup>nd</sup> Period (44 Minutes)
8:58-9:42	3 <sup>rd</sup> Period (44 minutes)
9:47-10:31	5 <sup>th</sup> Period (44 minutes)
10:36-11:55	4 <sup>th</sup> Period and Lunch 10:36-11:06 A Lunch (30 minutes) 11:11-11:55 4 <sup>th</sup> Period (44 Minutes) OR 10:36-11:20 4 <sup>th</sup> period (44 Minutes) 11:25-11:55 B Lunch (30 minutes)
12:00-12:43	6 <sup>th</sup> Period (43 Minutes)

## **GARDEN CITY MIDDLE SCHOOL**

7:35	Teacher Reporting Time
7:45-8:44	1 <sup>st</sup> period (59 minutes)
8:49-9:47	2 <sup>nd</sup> period (58 minutes)
9:52-10:50	3 <sup>rd</sup> period (58 minutes)
10:55-11:25	A Lunch
11:30-12:30	4 <sup>th</sup> period (60 minutes)
	OR
10:55-11:55	4 <sup>th</sup> period (60 minutes)
12-12:30	B Lunch
12:35-1:34	5 <sup>th</sup> period (59 Minutes)
1:39-2:38	6 <sup>th</sup> period (59 Minutes)
2:48	Teacher leave time
7:45 – 10:55	Half Day Schedule

Full Day for Students	7:45 - 2:38 (378 mins)
Half Day for Students	7:45 – 10:55 (190 mins)
Early Release for Students	7:45-1:08 (288 mins)

## **MIDDLE SCHOOL INTERVENTION BELL SCHEDULE**

7:45-8:38	1 <sup>st</sup> period (53 Minutes)
8:43-9:36	2 <sup>nd</sup> Period (53 Minutes)
9:41-10:11	Intervention Time (30 minutes)
10:16-11:09	3 <sup>rd</sup> Period (53 minutes)
11:14-12:42	4 <sup>th</sup> Period and Lunch 11:14-11:44 A Lunch 11:49-12:42 4 <sup>th</sup> Period (53 Minutes) OR 11:14-12:07 4 <sup>th</sup> period (53 Minutes) 12:12-12:42 B Lunch
12:47-1:40	5 <sup>th</sup> Period (53 minutes)
1:45-2:38	6 <sup>th</sup> Period (53 Minutes)

## **MIDDLE SCHOOL EARLY RELEASE BELL SCHEDULE**

7:45-8:29	1 <sup>st</sup> period (44 Minutes)
8:34-9:18	2 <sup>nd</sup> Period (44 Minutes)
9:23-10:07	3 <sup>rd</sup> Period (44 minutes)
10:12-10:56	5 <sup>th</sup> Period (44 minutes)
11:01-12:20	4 <sup>th</sup> Period and Lunch 11:01-11:31 A Lunch (30 minutes) 11:36-12:20 4 <sup>th</sup> Period (44 Minutes) OR 11:01-11:45 4 <sup>th</sup> period (44 Minutes) 11:50-12:20 B Lunch (30 minutes)
12:25-1:08	6 <sup>th</sup> Period (43 Minutes)

## **BURGER BAYLOR SCHEDULE\***

7:55	Teacher reporting time
8:05	Bell rings
8:05 – 9:05	1 <sup>st</sup> Period (60 minutes)
9:05 – 10:05	2 <sup>nd</sup> Period (60 minutes)
10:05 – 11:05	3 <sup>rd</sup> Period (60 minutes)
11:05 – 11:10	Passing to Lunch
11:10 – 11:40	Lunch (30 minutes)
11:40 – 12:40	4 <sup>th</sup> Period (60 minutes)
12:40 – 1:40	5 <sup>th</sup> Period (60 minutes)
1:40 - 2:41	6 <sup>th</sup> Period (61 minutes)
2:41 – 2:56	Homeroom (15 minutes)
2:56	Dismissal
3:06	Teacher leave time
8:05 – 11:15	Half Day Schedule

Full Day for Students	8:05 – 2:56 (376 mins)
Half Day for Students	8:05 - 11:15 (190 mins)
Early Release Day for Students	8:05 – 1:43 (303 mins)

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## **BURGER TRANSITION CENTER SCHEDULE\***

8:10	Teacher reporting time
8:20	Bell rings
8:20 – 9:20	1 <sup>st</sup> Period (60 minutes)
9:20 – 10:20	2 <sup>nd</sup> Period (60 minutes)
10:20 – 11:20	3 <sup>rd</sup> Period (60 minutes)
11:20 – 11:25	Passing time to lunch
11:25 – 11:55	Lunch (30 minutes)
11:55 – 12:55	4 <sup>th</sup> Period (60 minutes)
12:55 – 1:55	5 <sup>th</sup> Period (60 minutes)
1:55 – 2:56	6 <sup>th</sup> Period (61 minutes)
2:56 – 3:11	Homeroom (15 minutes)
3:11	Dismissal
3:21	Teacher leave time
8:20 – 11:30	Half day Schedule

Full Day for Students	8:20 – 3:11 (376 minutes)
Half Day for Students	8:20 – 11:30 (190 minutes)
Early Release Day for Students	8:20 – 1:58 (303 minutes)

## LATHERS EARLY CHILDHOOD & KINDERGARTEN CENTER SCHEDULE\*

8:55	Teacher reporting time
9:05	<i>Bell rings</i>
9:05 - 9:20	Homeroom (15 minutes)
9:20 – 10:20	1 <sup>st</sup> Period (60 minutes)
10:20 – 11:20	2 <sup>nd</sup> Period (60 minutes)
11:20 – 12:20	3 <sup>rd</sup> Period (60 minutes)
12:20 – 12:25	Passing time to lunch
12:25 – 1:05	Lunch
1:05 - 2:05	4 <sup>th</sup> Period (60 minutes)
2:05 - 3:05	5 <sup>th</sup> Period (60 minutes)
3:05 - 4:07	6 <sup>th</sup> Period (63 minutes)
4:07	Dismissal
4:18	Teacher leave time
9:05 – 12:15	Half Day Schedule
Full Day for Students	9:05 – 4:07 (377 minutes)
Half Day for Students	9:05 – 12:15 (190 minutes)
Early Release Day for Students	9:05 – 2:53 (303 minutes)

## MEMORIAL 1-2 CAMPUS SCHEDULE\*

8:45	Teacher reporting time
8:55	Bell rings
8:55 - 9:10	Homeroom (15 minutes)
9:10 - 10:10	1 <sup>st</sup> Period (60 minutes)
10:10 - 11:10	2 <sup>nd</sup> Period (60 minutes)
11:10 - 12:10	3 <sup>rd</sup> Period (60 minutes)
12:10 - 12:15	Passing time to lunch
12:15 - 12:35	A1 Lunch
12:35 - 12:55	A2 Lunch
12:55 - 1:55	4 <sup>th</sup> Period (60 minutes)
OR	
12:10 – 1:10	4 <sup>th</sup> Period (60 minutes)
1:10 – 1:15	Passing time to lunch
1:15 – 1:35	B1 Lunch
1:35 - 1:55	B2 Lunch
1:55 – 2:55	5 <sup>th</sup> Period (60 minutes)
2:55 – 3:57	6 <sup>th</sup> Period (62 minutes)
3:57	Dismissal
4:07	Teacher leave time
8:55 – 12:05	Half Day Schedule

Full Day for Students	8:55 – 3:57 (377 minutes)
Half Day for Students	8:55 – 12:05 (190 minutes)
Early Release Day for Students	8:55 – 2:43 (303 minutes)



## DOUGLAS 3-4 CAMPUS SCHEDULE\*

7:55	Teacher reporting time
8:05	Bell rings
8:05 - 8:20	Homeroom (15 minutes)
8:20 – 9:20	1 <sup>st</sup> Period (60 minutes)
9:20 – 10:20	2 <sup>nd</sup> Period (60 minutes)
10:20 – 11:20	3 <sup>rd</sup> Period (60 minutes)

11:20 – 11:25	Passing time to lunch
11:25 – 11:45	A1 Lunch
11:45 – 12:05	A2 Lunch
12:05 – 1:05	4 <sup>th</sup> Period (60 minutes)

OR

11:20 – 12:20	4 <sup>th</sup> Period (60 minutes)
12:20 – 12:25	Passing time to lunch
12:25 – 12:45	B1 Lunch
12:45 – 1:05	B2 Lunch
1:05 – 2:05	5 <sup>th</sup> Period (60 minutes)
2:05 – 3:07	6 <sup>th</sup> Period (62 minutes)

3:07	Dismissal
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3:17	Teacher leave time
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8:05 – 11:15	Half Day Schedule
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Fully Day for Students	8:05 – 3:07 (377 minutes)
Half Day for Students	8:05 – 11:15 (190 minutes)
Early Release Day for Students	8:05 – 1:54 (303 minutes)

## FARMINGTON 5-6 CAMPUS SCHEDULE\*

8:20	Teacher reporting time
8:30	Bell rings
8:30 - 8:45	Homeroom (15 minutes)
8:45 – 9:45	1 <sup>st</sup> Period (60 minutes)
9:45 – 10:45	2 <sup>nd</sup> Period (60 minutes)
10:45 – 11:45	3 <sup>rd</sup> Period (60 minutes)
11:45 – 11:50	Passing time to lunch
11:50 – 12:10	A1 Lunch
12:10 – 12:30	A2 Lunch
12:30 – 1:30	4 <sup>th</sup> Period (60 minutes)
OR	
11:45 – 12:45	4 <sup>th</sup> Period (60 minutes)
12:45 – 12:50	Passing time to lunch
12:50 – 1:10	B1 Lunch
1:10 – 1:30	B2 Lunch
1:30 – 2:30	5 <sup>th</sup> Period (60 minutes)
2:30 – 3:32	6 <sup>th</sup> Period (62 minutes)
3:32	Dismissal
3:42	Teacher leave time
8:30 – 11:40	Half Day Schedule

Fully Day for Students	8:30 – 3:32 (337 minutes)
Half Day for Students	8:30 – 11:40 (190 minutes)
Early Release Day for Students	8:30 – 2:18 (303 minutes)

**SCHEDULE E CALENDAR (Elem / Burger)**

2024-2025

August 2024 (TW =2)					September 2024 (I=20 / TW = 20)					October 2024 (I=23 / TW = 23)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
			1	2	2	3	**4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	13	24	25	16	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
8/23 - 8/26 - PD days Probationary Teachers					9/2 - Labor Day Holiday					10/23 - Early Release				
8/27-8/28 - Teacher Work Day					9/3 - First day for students; 1/2 day					10/31 1/2 Day Students and Teachers				
					Lathers: Student Cohort A in AM; B in PM									
					9/4 - Half Day ** Burger Full Day									
					9/18 DPPD to replace MLK Day PD									
					9/25 - Early Release									
November 2024 (I=18 / TW = 18)					December 2024 (I=15 / TW = 15)					January 2025 (I=19 / TW = 19)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
				1	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	31
11/1 - End of 1st marking period					12/11 - Early Release					1/1 - 1/3 - Winter Break				
11/4 - 1st day of class 2nd marking period					12/23 - 12/31 - Winter Break					1/20 - Martin Luther King Jr. Holiday				
11/5 - Election Day; DPPD										1/24 - End of 2nd Card Marking; 1/2 day records day PM				
11/7 Conferences Burger and elementaries 1/2 day										1/27 - 1st Day of class 2nd semester				
11/14 Conferences elementaries 1/2 day														
11/27 - 11/29 - Thanksgiving Holiday														
February 2025 (I =19 / TW = 19)					March 2025 (I = 16 / TW = 16)					April 2025 (I =21 / TW = 21)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
3	4	5	6	7	3	4	5	6	7		1	2	3	4
10	11	12	13	14	10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	24	25	26	27	28	21	22	23	24	25
					31					28	29	30		
2/17- Mid-Winter Break					3/12 - Early Release					4/4 - End of 3rd Marking Period				
2/25 - DPPD					3/24 - 3/28 - Spring Break					4/7 - 1st Day of 4th Marking Period				
2/26 - Early Release										4/9 - DPPD				
										4/16 - Early Release				
										4/18 - Good Friday				
May 2025 (I = 20 / TW = 20)					June 2025 (I=9 / TW = 9)					Semesters				
M	TU	W	TH	F	M	TU	W	TH	F	9/3/2024 to 1/24/2025				
			1	2	2	3	4	5	6	I = 90 / TW = 92				
5	6	7	8	9	9	10	11	12	13	1/27/2025 to 6/12/2025				
12	13	14	15	16	16	17	18	19	20	I = 90 / TW = 90				
19	20	21	22	23	23	24	25	26	27	Tenure I=180 / TW =182				
26	27	28	29	30	30					Prob 1&2 = 185; Prob 3 = 184				
5/6 - DPPD					6/11 Elem. Teachers release in PM (comp for 2nd conf)									
5/23 - 5/26 - Memorial Day Holiday					6/12 - 1/2 day students; Teacher records day									
District Provided Professional Development (DPPD)					Teacher Work Day					Holiday Breaks				
Early Release day					1/2 day									

**SCHEDULE E CALENDAR (HS/MS)**

2024-2025

August 2024 (TW =2)					September 2024 (I=20 / TW = 20)					October 2024 (I=23 / TW = 23)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
			1	2	2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	13	24	25	16	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
8/22 - 8/26 - PD days New to district Teachers					9/2 - Labor Day Holiday					10/9 Early Release				
8/27-8/28 - Teacher Work Day					9/3 - First day for students half day for all					10/23 Early Release				
8/29-8/30 Labor Day Holiday					9/18 - PD Day (Evaluation tool training)					10/31 Half day students and teachers				
					9/25 Early Release									
November 2024 (I=18 / TW = 18)					December 2024 (I=15 / TW = 15)					January 2025 (I=19 / TW = 19)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
				1	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	31
11/1 - End of 1st marking period					12/11 - Early Release					1/1 - 1/3 - Winter Break				
11/4 - 1st day of class 2nd marking period					12/23-12/31 Winter Break					1/8 - Early Release				
11/5 - Election Day; DPPD										1/20 - Martin Luther King Jr. Holiday				
11/6 Early Release										1/22-1/24 -1st semester exams				
11/13 - 1/2 day, afternoon conferences HS ONLY										1/24 - End of 2nd Card Marking; 1/2 Day Rec Day				
11/14 - 1/2 day, afternoon conferences MS ONLY										1/27 - 1st Day of class 2nd semester				
11/20 Early Release														
11/27 - 11/29 - Thanksgiving Holiday														
February 2025 (I =18 / TW = 18)					March 2025 (I = 16 / TW = 16)					April 2025 (I =21 / TW = 21)				
M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
3	4	5	6	7	3	4	5	6	7		1	2	3	4
10	11	12	13	14	10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	24	25	26	27	28	21	22	23	24	25
					31					28	29	30		
2/5 - Early release (PD)					3/12 - Early Release					4/2 - Early Release				
2/17- Mid Winter Break					3/24 - 3/28 - Spring Break					4/4 - End of 3rd Marking Period				
2/25 - Election day DPPD										4/7 - 1st day of 4th Marking Period				
2/26 - Early Release										4/9 - Secondary Testing				
										4/10 - HS only - testing AM / All HS students in PM				
										4/16 - Early Release				
										4/18 - Good Friday				
										4/30 Early Release				
May 2025 (I = 20 / TW = 20)					June 2025 (I=9 / TW =9)					Semesters				
M	TU	W	TH	F	M	TU	W	TH	F					
			1	2	2	3	4	5	6	8/27/2024 to 1/24/2025				
5	6	7	8	9	9	10	11	12	13	I = 90 / TW = 92				
12	13	14	15	16	16	17	18	19	20	1/27/2025 to 6/12/2025				
19	20	21	22	23	23	24	25	26	27	I = 90 / TW = 90				
26	27	28	29	30	30					Total I 180, Tenured TW 182				
5/14 - Early Release					6/10-6/12 - 1/2 day students; Teacher Records day					Prob 1&2 = 185; Prob 3 = 184				
5/23-5/26 - Memorial Day Holiday														
5/28 - Early Release														
District Provided Professional Development (DPPD)					Teacher Work Day					Holiday Breaks				
378 Minutes					1/2 day									
Early Release no PD time counts as 288 minutes					State Testing date									

## 2024-2025 Garden City Public Schools Calendar

Days of Instruction: 180	Probationary/New to District Work Days: 8/22-8/26	Tenured Teacher/Ancillary Work Days:8/27-8/28	Students' First Day: 9/3	Last Day: 6/12
<b>Lathers, Memorial Farmington, Douglas</b>	<b>Half Days</b>	<b>Early Release Days</b>	<b>Professional Development</b>	<b>No School</b>
	9/3	9/25	9/18	10/31 (PM Comp Time)
	9/4	10/23	11/5	11/27-11/29
	10/31	12/11	2/25	12/23-1/3
	11/7/2024 (Conferences)	2/26	4/9	1/20
	11/14/2024 (Conferences)	3/12	5/6	2/17
	6/11	4/16		3/24-3/28
	6/12/2025 - last day			4/18
				5/23-5/26
				6/11 (PM Comp Time)
<b>Burger BTC</b>	<b>Half Days</b>	<b>Early Release Days</b>	<b>Professional Development</b>	<b>No School</b>
	9/3	9/25	9/18	10/31 (PM Comp Time)
	10/31	10/23	11/5	11/27-11/29
	11/12/2024 (Conferences)	12/11	2/25	12/23-1/3
	6/11	2/26	4/9	1/20
	6/12/2025 - last day	3/12	5/6	2/17
		4/16		3/24-3/28
				4/18
				5/23-5/26
<b>Middle School High School</b>	<b>Half Days</b>	<b>Early Release Days</b>	<b>Professional Development</b>	<b>No School</b>
	9/3	9/25	9/18	10/31 (PM Comp Time)
	10/31	10/9	11/5	11/27-11/29
	11/13 (Conferences - HS)	10/23	2/25	12/23-1/3
	11/14 (Conferences - MS)	12/11		1/20
	1/22	1/8		2/17
	1/23	2/5		3/24-3/28
	1/24	2/26		4/18
	4/10 (testing HS ONLY)	3/12		5/23-5/26
	6/10	4/2		
	6/11	4/16		
	6/12/2025 - last day	4/30		
		5/14		
		5/28		

**Hours of Instruction**

*Lathers PreK-K: Full Day = 377 minutes; Half Day = 190 minutes; Early Release Day = 303 minutes*

*Memorial, Douglas, Farmington: Full Day = 377 minutes; Half Day = 190 minutes; Early Release Day = 303 minutes*

*Burger: Full Day = 376 minutes; Half Day = 190 minutes; Early Release Day = 303 minutes*

*Middle School High School: Full Day = 378 minutes; Half Day = 190 minutes; Early Release Day = 288 minutes*

<b><i>Level</i></b>	<b><i>Full Day</i></b>	<b><i>Half Day</i></b>	<b><i>Early Release Day</i></b>	<b><i>Total</i></b>	<b><i>Average</i></b>
<i>Lathers PreK-K hours</i>	<i>166 x 377</i>	<i>8 x 190</i>	<i>6 x 303</i>	<i>1098.66</i>	<i>0.66</i>
	<i>1043.03</i>	<i>25.33</i>	<i>30.3</i>		
<i>Elementary (1 – 6) hours</i>	<i>166 x 377</i>	<i>8 x 190</i>	<i>6 x 303</i>	<i>1098.66</i>	<i>0.66</i>
	<i>1043.03</i>	<i>25.33</i>	<i>30.3</i>		
<i>Burger hours</i>	<i>167 x 376</i>	<i>7 x 190</i>	<i>6 x 303</i>	<i>1099.00</i>	<i>1.00</i>
	<i>1046.53</i>	<i>22.17</i>	<i>30.3</i>		
<i>Middle School/ High School hours</i>	<i>168 x 378</i>	<i>9 x 190</i>	<i>3 x 288</i>	<i>1101.3</i>	<i>3.3</i>
	<i>1058.4</i>	<i>28.5</i>	<i>14.4</i>		

<b><u>Marking Period</u></b>	<b><u>Semester Calendar Dates</u></b>	
First Quarter	Tuesday, September 3, 2024 – Friday, November 1, 2024	44 days
Second Quarter	Monday, November 4, 2024 – Friday, January 24, 2025	46 days
	First Semester Total	90 days
Third Quarter	Monday, January 27, 2025 – Friday, April 4, 2025	44 days
Fourth Quarter	Monday, April 17, 2023 – Thursday, June 15, 2023	46 days
	Second Semester Total	90 days

**CAMBRIDGE HIGH SCHOOL  
BELL SCHEDULE  
MONDAY - THURSDAY**

**MORNING PROGRAM**

<b>FIRST HOUR</b>	<b>7:40 - 8:30 AM</b>
<b>SECOND HOUR</b>	<b>8:33 - 9:23 AM</b>
<b>THIRD HOUR</b>	<b>9:26- 10:16 AM</b>
<b>FOURTH HOUR</b>	<b>10:19- 11:09 AM</b>

**LUNCH 11:09 - 11:39**

**AT HOME CLASS (HOURS 5 & 6) 2 HOUR PER DAY**

**FRIDAY SCHEDULE**

**AT HOME CLASS (HOURS 5 & 6) 2 HOURS PER DAY**

**AFTERNOON PROGRAM**

<b>SEVENTH HOUR</b>	<b>11:42 - 12:32 PM</b>
<b>EIGHTH HOUR</b>	<b>12:35 - 1:25 PM</b>
<b>NINTH HOUR</b>	<b>1:28 - 2:18 PM</b>
<b>TENTH HOUR</b>	<b>2:21 - 3:11 PM</b>

**AT HOME CLASS (HOURS 5 & 6) 2 HOURS PER DAY**

**FRIDAY SCHEDULE**

**AT HOME CLASS (HOURS 5 & 6) 2 HOURS PER DAY**



# 2024 - 2025 CAMBRIDGE HIGH SCHOOL



Revised as of 8/15/24

AUGUST		S	M	T	W	TH	F	S		
	148 Days of class	4	5	6	7	8	9	10		
29 Days	At Home Fridays	11	12	13	14	15	16	17		
26-28	Mandatory PD	18	19	20	21	22	23	24		
		25	26	27	28	29				
		Sept. 2024								
		S	M	T	W	TH	F	S		
4	Labor Day - NO SCHOOL						30	31		
5	First day of Trimester 1	1	2	3	4	5	6	7		
18	No -School PD	8	9	10	11	12	13	14		
24	NWEA Testing	15	16	17	18	19	20	21		
		22	23	24	25	26	27	28		
		Oct. 2024								
		S	M	T	W	TH	F	S		
1	NWEA Testing	29	30	1	2	3	4	5		
2	Count Day- Stud. Attend	6	7	8	9	10	11	12		
3	Open house 6:30 -7:30 PM	13	14	15	16	17	18	19		
8	Picture Day	20	21	22	23	24	25	26		
		27	28	29						
		Nov. 2024								
		S	M	T	W	TH	F	S		
5	NO SCHOOL- PD				30	31	1	2		
20-22	Thanksgiving Break	3	4	5	6	7	8	9		
28	Picture make up	10	11	12	13	14	15	16		
28	Last Day Trimester 1	17	18	19	20	21	22	23		
		24	25	26	27	28				
		Dec. 2024								
		S	M	T	W	TH	F	S		
2	First Day of Trimester 2						29	30		
23-3	Holiday Break	1	2	3	4	5	6	7		
		8	9	10	11	12	13	14		
		15	16	17	18	19	20	21		
		22	23	24	25	26	27	28		
		29	30	31						
		Jan. 2025								
		S	M	T	W	TH	F	S		
6	Return to School				1	2	3	4		
15	NWEA Testing	5	6	7	8	9	10	11		
20	NO SCHOOL	12	13	14	15	16	17	18		
22	NWEA Testing	19	20	21	22	23	24	25		
27	First Day Term 3	26	27	28	29	30	31			
		Feb. 2025								
		S	M	T	W	TH	F	S		
								1	5	Count Day-
		2	3	4	5	6	7	8	17	Mid-Winter I
		9	10	11	12	13	14	15	25	No School- PD
		16	17	18	19	20	21	22		
		23	24	25	26	27	28			
		March 2025								
		S	M	T	W	TH	F	S		
								1	13	Last Day Trimester 2
		2	3	4	5	6	7	9	17	First Day Trimester 3
		9	10	11	12	13	14	15	22-30	Spring Brea
		16	17	18	19	20	21	22	31	Return to Sc
		23	24	25	26	27	28	29		
		30	31							
		April 2025								
		S	M	T	W	TH	F	S		
				1	2	3	4	5	9	No School- PD
		6	7	8	9	10	11	12	10	Open House
		13	14	15	16	17	18	19	18	No School Good Friday
		20	21	22	23	24	25	26		
		27	28	29	30					
		May 2025								
		S	M	T	W	TH	F	S		
						1	2	3	14	NWEA Testi
		4	5	6	7	8	9	10	20	NWEA Testi
		11	12	13	14	15	16	17	22	Seniors Las
		18	19	20	21	22	23	24	26	Memorial D
		25	26	27	28	29	30	31		
		June 2025								
		S	M	T	W	TH	F	S		
		1	2	3	4	5	6	7	3	Graduation Practice 8-11 AM
		8	9	10	11	12	14	15	4	Graduation
		16	17	18	19	20	21	22	12	Last Day of
		23	24	25	26	27	28	29		
		30								
		1st Trimester 9/3-11/28								
		2nd Trimester 12/2-13/13								
		3rd Trimester 3/17 - 6/12								



APPENDIX A

GARDEN CITY PUBLIC SCHOOL  
GARDEN CITY, MI 48135  
PROBATIONARY CONTRACT

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

WITNESSETH:

1. The District agrees to hire the said \_\_\_\_\_, as a Teacher for the \_\_\_\_\_ school year consisting of **10 months**, beginning **September** \_\_\_\_, \_\_\_\_ and ending **June** \_\_\_\_, \_\_\_\_ and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.
2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.
3. The District agrees to pay the Teacher a salary in the amount of \_\_\_\_\_ for the term of this contract commencing on the \_\_\_\_ day of **September**, \_\_\_\_ in  
twenty-one (21) installments or  
twenty-six (26) installments  
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
4. The Teacher represents that by the \_\_\_\_ day of **September**, \_\_\_\_ he/she shall have qualified for the degree for which he/she is being paid according to the salary schedule, which shall be substantiated by proper accrediting transcripts, and in the event said Teacher shall not have qualified for the degree herein specified, this contract shall be null and void; notwithstanding that if such degree is attained that certification must also be received before the date above written. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.
5. It is expressly understood and agreed that, teacher not having yet satisfactorily completed the relevant probationary period, this contract shall be a Probationary contract in accordance with the provisions of Act 4, Public Acts of Michigan, 1937, extra session (The State Tenure Law), as amended.
6. This contract is subordinate to the master agreement effective **September 1, 2024** through **August 31, 2025**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of **September**, \_\_\_\_\_.

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT

**APPENDIX B**

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

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

WITNESSETH:

1. The District agrees to hire the said \_\_\_\_\_ as Teacher for the \_\_\_\_\_ school year consisting of **10 months**, beginning **September** \_\_\_\_, \_\_\_\_ and ending **June** \_\_\_\_, \_\_\_\_ and the Teacher agrees to serve the District as a teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its educational program and policies during the entire term of this contract.
2. This contract shall be subject to all of the terms and provisions of the Michigan School Code and the Michigan Teachers' Tenure Act as to the right and obligation of both parties.
3. The District agrees to pay the Teacher a salary in the amount of \_\_\_\_\_ for the term of this contract, commencing on the \_\_\_ day of **September**, \_\_\_\_ in  
twenty-one (21) installments or  
twenty-six (26) installments  
and to afford the Teacher the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
4. The Teacher represents that he/she holds all certificates and other qualifications required by law for the teacher of this District. The District reserves the right to cancel this contract at any time during the period of this contract if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.
5. No Teacher employed in an administrative capacity or in a capacity other than as a classroom teacher shall be granted tenure in such capacity by virtue of the within contract of employment, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education to re-employ such Teacher in any such capacity shall not be deemed a demotion with the provisions of Act 4 of Michigan Public Acts of 1937, extra session, as amended. Further, pursuant to the aforesaid Act 4 of the Michigan Public Act of 1937, extra session, continuing tenure shall not apply to an assignment of extra duty for extra pay.
6. This contract is subordinate to the master agreement effective **September 1, 2024** through **August 31, 2025**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_ day of **September**, \_\_\_\_.

\_\_\_\_\_  
**TEACHER**

\_\_\_\_\_  
**ASSOCIATE SUPERINTENDENT**

APPENDIX C

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

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

WITNESSETH:

1. The District agrees to hire the said \_\_\_\_\_, as Teacher for the \_\_\_\_\_ school year consisting of **Ten months**, beginning **September** \_\_\_\_, \_\_\_\_ and ending **June** \_\_\_\_, \_\_\_\_ and the Teacher agrees to serve the District as a Teacher for the same period and to perform the duties required of him/her by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.

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

3. The District agrees to pay the Teacher a salary in the amount of \_\_\_\_\_ for the term of this contract, commencing on the \_\_\_\_ day of **September**, \_\_\_\_ in  
twenty-one (21) installments, ( ) or  
twenty-six (26) installments, ( )

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

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

5. This contract is subordinate to the master agreement effective **September 1, 2024** through **August 31, 2025**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of **September**, \_\_\_\_.

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT

**APPENDIX D**

**AGREEMENT AND ACKNOWLEDGEMENT**

IN CONSIDERATION of my employment by and with the Board of Education of the School District of the City of Garden City, County of Wayne, State of Michigan,

I, \_\_\_\_\_, do hereby agree and acknowledge as follows:

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

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX E**

Michigan Education Association  
Garden City Public Schools

Authorization Agreement for Payroll Dues Deduction for Union Dues

I hereby authorize the Michigan Education Association and Garden City Public Schools to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Garden City Public Schools to adjust entries to correct errors. It is agreed that these withdrawals and deposits and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employee Name \_\_\_\_\_

Employee ID (District) \_\_\_\_\_

Local Association \_\_\_\_\_

Member MEA ID \_\_\_\_\_

Total Dues for Year \_\_\_\_\_

Amount to be Deducted Per Pay \_\_\_\_\_ (to be determined by number of payroll deductions)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Garden City Public Schools a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary from month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Garden City Public Schools may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Michigan Education Association

Garden City Public Schools

Union Dues – Payroll Dues Deduction – Change Form

Employee Name

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Employee ID (District)

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Local Association

---

Member MEA ID

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NEW Authorization:

Total Dues Amount \_\_\_\_\_

Amount Per Pay \_\_\_\_\_

First Payroll Date for Deduction \_\_\_\_\_

END Authorization:

Last Payroll Date for Deduction \_\_\_\_\_

Current Amount \_\_\_\_\_

Adjustments (if applicable):

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CHANGE in Authorization Amount:

Current Amount \_\_\_\_\_

New Amount \_\_\_\_\_

Effective Date \_\_\_\_\_

Explanation (if applicable):

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Submitted By \_\_\_\_\_ Date \_\_\_\_\_

**DURATION OF AGREEMENT**

This agreement shall be effective as of the first day of September, 2024 and shall continue in effect for one (2) years, until the thirty-first day of August, 2024. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

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

GARDEN CITY EDUCATION  
ASSOCIATION

By *Jaime Beccacas*  
President

By *Patricia Stouch*  
President

By *D. J. [Signature]*  
Secretary

By *Jennifer Hill*  
Secretary

By *Stacy Williamson*  
Chief Negotiator

By *[Signature]*  
Chief Negotiator