

2011-2013 CONTRACT AGREEMENT

BETWEEN

THE GARDEN CITY ADMINISTRATORS' ASSOCIATION

AND

THE BOARD OF EDUCATION

OF

THE SCHOOL DISTRICT OF THE CITY OF GARDEN CITY, MICHIGAN

2011 - 2013 Contract Agreement Between  
the Garden City Administrators' Association  
and the Board of Education of the School District of the  
City of Garden City, Michigan

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**PREAMBLE**

This Agreement is entered into this first day of July, 2011 by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board", and the Garden City Administrators' Association, hereinafter called the "Association".

**WITNESSETH**

WHEREAS the Board has a statutory obligation to bargain with the Association as the representative of its principals, associate principals, assistant principals, administrative assistants to principals, directors and assistant directors with respect to rates of pay, wages, hours of employment, and other conditions of employment, certain understandings which they desire to confirm in writing.

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

**ARTICLE I**  
**Recognition**

- A. The Board of Education of the School District of the City of Garden City, Michigan, (herein called the Board) hereby recognizes the Garden City Administrators' Association (herein called the Association as the exclusive bargaining representative as defined in Michigan Public Act 379 of the Public Acts of 1965, as amended, and as defined in the Certification of Representative issued by the Michigan Employment Relations Commission on November 29, 1976 and as amended by the Board of Education on May 14, 1979 by resolution #79-91. The certified bargaining unit includes: principals, associate principals, assistant principals, administrative assistants to principals, directors and assistant directors. Such bargaining unit specifically excludes: all other employees.
- B. The term "administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined in "A" above. Any reference to male administrators shall include female administrators and any reference to female administrators shall include male administrators.
- C. The Board agrees not to negotiate with any administrators' organization other than the Association for the duration of this Agreement.

**ARTICLE II**  
**Association and Administrator Rights**

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board agrees that every administrator included in the bargaining unit defined in ARTICLE I has the right to join and support the Association for the purpose of engaging in collective bargaining with the Board.
- As a duly elected body exercising governmental powers under the laws of the State of Michigan, the Board agrees that it will not, directly or indirectly, discourage, deprive, or coerce any administrator from enjoying any rights conferred by Act 379 of the Michigan Public Acts of 1965, other laws of the State of Michigan or laws of the United States. The Board will not discriminate against any administrator with respect to hours, wages, or any other terms or conditions of employment by reason of: his membership in the Association, his participation in the Association's lawful activities, his participation in collective bargaining with the Board, or his instituting a grievance(s), complaint or proceeding under this Agreement.
- Administrator rights regarding Board discrimination against an administrator for participation in statutorily protected activities are specifically protected in Section B of this ARTICLE.
- B. Nothing contained in this Agreement shall be construed to deny or restrict any administrator rights granted under the laws of the State of Michigan and/or the laws of the United States. The rights granted to administrators 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 administrators may enforce such rights in courts of competent jurisdiction.
- C. The Association and its members shall have the right to use school district 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.
- D. The Association may use the school mail as a means of distributing written materials. Any items so distributed through the school mails must carry the title or letterhead of the Association. The Association assumes full responsibility and legal liability for all written materials it

Article II, Continued

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.

- E. No administrator shall be prevented from wearing insignia of membership in the Association either on or off school premises so long as such does not interfere with the normal conduct of scheduled instructional programs.
- F. 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 administrative duties.
- G. The Board will notify the Association of any major budgetary, curriculum, and/or personnel changes that are proposed or under consideration so as to give the Association an opportunity to provide input regarding these changes. Major budgetary, curriculum, and/or personnel changes shall be defined to include, but not limited to: all layoff, recall and hiring of personnel; administrative changes; changes in course offerings, textbooks and related materials; changes in district testing; changes in district revenue; changes in allocated expenditures; enrollment projections; and demographics.
- H. Administrators shall be entitled to full rights of citizenship and no religious or political activities (or lack of such activities) of any administrator, 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 administrator. The private and personal life of any administrator, 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.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap or membership in or association with the activities of the Association.

Article II, Continued

- J. The rights granted herein to the Association shall not be granted or extended to any competing labor organizations.
- K. Upon request to the Superintendent or his designee, an administrator may review all of the contents of his personnel file with the following exceptions: university credentials understood to be confidential at the time they were sent and confidential documents written at the request of the administrator. Upon request, an administrator shall be given copies of any documents in his personnel file not falling with the previously mentioned exceptions. An administrator may have placed in his personnel file a rebuttal or his explanation of a document in his personnel file that he regards as detrimental.
- L. Before the Superintendent notifies an administrator that his assignment or major job responsibility will be changed, he shall notify the President of the Association of the proposed changes.
- M. The Superintendent will encourage all administrators, through a written process, to advise him as to their interest in a possible administrative assignment.

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

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

**ARTICLE IV**  
**Protection of Administrators**

- A. Any case of assault upon an administrator on duty shall be promptly reported to the Superintendent or his designee. The Board will provide legal counsel to advise the administrator of his rights and available legal processes with respect to such assault.
- B. If an administrator 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 worker`s compensation insurance policy.
- C. An administrator shall be advised of any citizen complaint directed against him. A citizen with a complaint against an administrator shall be encouraged to attempt to resolve the complaint with the administrator prior to requesting that the complaint be considered by the superintendent's designee, the superintendent or the Board. An administrator shall have an opportunity to present information relative to a complaint against him to the superintendent's designee, the superintendent, or the Board prior to a decision on the complaint. An administrator will be presumed innocent of any charges contained within any complaint until proven otherwise.
- D. The Garden City School District shall reimburse an administrator the cost of replacement or repair for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of \$170) if these items are damaged or broken because of a violent act by a member of the student body. The reimbursement request shall be presented to the business manager and must be accompanied with a recommendation by the associate superintendent 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.
- E. The Board shall cover administrators with employment liability insurance under the District's multiperil policy. Time necessary to provide the District's multiperil insurance carrier with information or testimony shall not be charged against the individual administrator's leave days.
- F. The Board shall continue to provide, at a rate not less than provided other professional employees, life insurance, dependent life, group

Article IV - Continued

hospitalization, major medical, dental, vision and long term disability insurance for administrators and their dependent spouses and/or children as the Board provides for other professional employees. While on approved leave (other than sabbatical leave where coverage will be provided by the Board) or on layoff status, and at their expense, administrators may continue the same insurance on themselves and their dependents at group rates. Widows or widowers of administrators may, at their expense, continue the same dependent life, hospitalization and major medical insurance, dental and optical insurance coverage at group rates until remarriage.

- G. If the administrative contract of a building administrator is to be terminated or not renewed by the Board for any reason(s) other than option of ARTICLE VIII (Reduction of Administrative Staff), the administrator shall be given a written statement of reason(s) for such termination or non-renewal. The administrator shall be entitled, at his request, to a hearing with the Board with regard to such termination or non-renewal. The administrator shall be entitled to Association and/or legal representation at such hearing.
- H. In the event of dismissal or demotion (except where requested by the administrator), the administrator shall be paid the administrative salary indicated on his current individual administrative contract for the balance of the term of that current individual contract, less any amounts paid to the administrator during such period as a teacher or in any other capacity in which he may be employed by the school district.

**ARTICLE V**  
**Administrator Discipline**

- A. Whenever an administrator is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have present a representative of the Association. Action may be immediate or may be taken at a specified time outside the school day as determined by the Superintendent or his designee. Whenever an administrator has been formally disciplined in writing or informally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, he shall be entitled to have present a representative of the Association. Such discussion may be immediate or take place at a specified time outside the school day, but within normal business hours to the extent possible.
- B. The Superintendent or Superintendent's designee shall give the administrator an opportunity to receive verbal discipline or to discuss written discipline in a private setting. The Superintendent or Superintendent's designee may require the presence of an Association representative and one other executive designee when issuing verbal discipline to an administrator or discussing written discipline with an administrator.
- C. Written discipline shall be initiated as soon as possible but within five (5) days of the Superintendent or his designee's knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to possible but within five (5) days of the Superintendent or his designee's knowledge of the incident (or latest incident, if a series of incidents is involved) giving rise to the discipline if the administrator is available to receive such discipline.
- D. Information forming the basis for discipline shall be made available to the administrator being disciplined who in turn may make such available to the Association.
- E. Any formal discipline or charge, written or verbal, leveled at an administrator 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 VI.

Article V - Continued

- F. An administrator has the right to attach a rebuttal to any written discipline placed in his file.

**ARTICLE VI**  
**Grievance Procedures**

A. Definitions

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

B. Purpose

The primary purpose of this procedure is to remediate violations of this Agreement, at the lowest level possible. Both Parties agree that proceedings shall be kept as confidential as may be appropriate at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any administrator with a grievance to discuss the matter informally with the Superintendent or his designee or proceeding independently as described in Section E of these procedures.

C. Structure

1. The Association shall have an established Grievance Committee, whose membership shall be known to all "parties of interest."
2. The Superintendent's designee shall be the administrative representative.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual written consent. The grievance shall be signed by the aggrieved administrator(s) and shall specify the facts giving rise to the grievance, the ARTICLE and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation and remedy sought.

## Article VI - Continued

1. Level One
  - a. An administrator with a concern which he identifies as a grievance shall discuss it with the Superintendent's designee(s), individually or together with his Association representative(s) within ten (10) days of the occurrence.
  - b. As soon as possible, but within six (6) days from notification of the grievance, the Superintendent's designee will render a verbal decision.
  - c. In the event the aggrieved administrator is not satisfied with the Superintendent's designee's verbal decision, he may file the grievance, in writing, within ten (10) days of the Superintendent's designee's verbal decision on the grievance with the Association's Grievance Committee with a copy to the Superintendent's designee. The grievance shall specify the facts giving rise to the grievance, the ARTICLE and Section of this Agreement allegedly violated, rationale as to why the facts constitute a violation, and remedy sought.
  - d. Within six (6) days from receipt of the written grievance, the Superintendent's designee shall submit his written decision with rationale with copies to all parties as noted above.
2. Level Two
  - a. Within ten (10) days of receipt of the Superintendent's designee's written decision, the Grievance Committee shall determine whether or not it supports the grievance. If the Grievance Committee decides to support the grievance, it shall, within the same ten (10) day period, process the written grievance along with rationale supporting its decision, to the Superintendent of Schools, with copies to all parties of interest.
  - b. As soon as possible, but within ten (10) days from receipt of the written grievance with the supporting rationale of the Grievance Committee the Superintendent or his designee will render a written decision with rationale to all parties of interest.
3. Level Three
  - a. In the event the Grievance Committee is not satisfied with the decision at Level Two-b it may refer, within twenty (20) days of

Article VI - Continued

receipt of a Level Two-b decision, the grievance to the Board of Education for receipt at its next regularly scheduled meeting.

- b. The Board will render a decision at this regular meeting or at the next regular meeting following the meeting at which the grievance was received. A written copy of this decision shall be furnished to all parties of interest.

4. Level Four

In the event the grievance is not resolved to the satisfaction of the Grievance Committee at Level Three-b, the grievance may be submitted to arbitration before an impartial arbitrator. Only the Grievance Committee may approve of, and process, grievances to arbitration. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall likewise also govern the arbitration proceedings. The Association and the Board shall not be permitted to assert in such arbitration proceedings any ground or to rely upon any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from terms of this Agreement. Both parties agree to be bound by the award of the arbitrator in this case only and agree that judgment thereon may be entered in any court of competent jurisdiction. 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-b decision.

E. Rights to Representation

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another administrator, a representative of the Association, or legal counsel.
2. Nothing contained herein shall be construed to prevent any individual administrator 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

Article VI - Continued

authorized representatives to be present at such adjustment (if beyond Level One).

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 an administrator participant in the grievance procedure for reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances, designed by the Superintendent or his designee and the Grievance Committee, shall be prepared by the Superintendent or his designee, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance, within the limits specified in ARTICLE II, Section G.
6. The failure of an aggrieved administrator 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. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, an administrator participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
9. Administrator rights granted outside of this contract may be enforced by appropriate means other than this grievance procedure.

**ARTICLE VII**  
**Administrator Assignments**

- A. The Association and the Board recognize that proper administrator placement to attain the most effective total staffing possible is in the best interest of the District and its students. In the determination of assignments, the convenience and wishes of the individual administrator will be honored to the extent that these considerations do not conflict with the instructional requirements, total administrative needs, and best interests of the school system and the pupils as determined by the Board. An administrator may request that a statement of reasons for his assignment be given to him. In the event that an administrator objects to the assignment, the Association may, upon request of such administrator, send a representative to meet with the administrator and the Superintendent to discuss the assignment.
- B. Notice of assignment shall be given to administrators as soon as practicable, but not later than Wednesday following the second regular Board of Education meeting in May barring any unforeseen circumstances.
- C. The Board and the Association recognize that retention of administrative staff sufficient to assure sound operation of the district is a desirable goal. Administrators may be assigned district-wide responsibilities as the total district administrative needs are determined by the Board. The Superintendent shall endeavor to coordinate such assignments to minimize conflicts with high priority management responsibilities.
- D. Administrative assignments shall be accomplished in conformance with State Administrator Certification Requirements.
- E. In the event it becomes necessary to reduce the number of Administrative positions in the District, the Administrative staff shall be reassigned so as to meet the requirements of the State Administrative Certification Code keeping the most senior members working to the maximum extent possible.

**ARTICLE VIII**  
**Reduction of Administrative Staff**

- A. When the Board determines that declining enrollment, building closing(s), district finances, or other reason(s) make necessary the reduction of the number of administrative positions, in the District, any resulting reduction of administrative staff shall be made from the administrative staff on the basis of least administrative service time of administrators in the unit.
- B. The administrative staff is defined as all administrators, except executive administrators. Executive administrators include only: Superintendent, Associate Superintendent, Executive Director of Personnel and Labor Relations, and Executive Director of Finances.
- C.
  - 1. Administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the district. Where administrative service time is equal, the administrator with the greater number of total years of professional employment with the District shall be deemed to have greater administrative service time.
  - 2. Beginning July 1, 1982, for all newly hired administrators, administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the District. Where administrative service time is equal, the administrator with the earlier Board hire date as an administrator shall be deemed to have the greater administrative service time. Where both administrative hire date and total professional employment with the district is equal, relative seniority shall be determined by a lottery draw.
  - 3. Beginning July 1, 1993, for all newly hired administrators, administrative service time is defined as the total number of years during which an administrator has been under administrative contract with the District. Where administrative service time is equal, the administrator with the earlier Board hire date as an administrator shall be deemed to have the greater administrative service time. Where both administrative hire date and total professional employment with

Article VIII, Continued

the district is equal, relative seniority shall be determined by a lottery draw. Partial years of administrative seniority shall be calculated by dividing the actual number of days worked by the scheduled paid work days for the year, as indicated in schedule A of this agreement, for the position held by the administrator during any year when less than a full year is worked.

4. Any newly contracted administrator who has not previously been under administrative contract during the preceding three (3) years or on administrative layoff status shall lose all prior administrative seniority. This section does not apply to Executive Administrator seniority rights.
- D. Executive administrators shall retain the right to be assigned a position in the bargaining unit, provided that the executive administrator has:
    1. the necessary certification
    2. been a member of the Garden City Administrators' Association
  - E. Any transfers of administrators which is the direct or indirect result of the implementation of this ARTICLE shall be considered voluntary.
  - F. When a vacancy develops for an executive administrative position, such position shall be filled by the Board from within or from outside the current district staff.
  - G. When a vacancy develops for a building principal position, current administrators who have been a building principal at that level in the district and who possess or can acquire appropriate administrative certification prior to placement will be given opportunity for placement in the vacant building principal position, in the order of most to least administrative service time. If a building principal position vacancy cannot be filled in this manner, such vacancy shall be posted\* and eventually filled by the Board from within or from outside the current district staff. \* Copies of postings will be sent to all administrators.
  - H. When a vacancy develops for an administrative position such position, or some other position resulting from transfer(s), shall be filled by returning from the classroom or layoff status, a former administrator with the most administrative service time whose administrative contract was terminated as a result of implementation of the provisions of Section A of this ARTICLE, providing that all certification requirements can be met. If an administrative position vacancy cannot be filled in this manner, such

Article VIII, Continued

position shall be posted\* and eventually filled by the Board from within or from outside the current district staff.

- I. Nothing in this ARTICLE is to be interpreted as interfering with any rights the Board or an administrator may have under the Michigan Teacher Tenure Act or other statutes.
- J. If, as a result of the implementation of this ARTICLE, an administrator is transferred, he shall be paid the annual salary structured for that position in which he is placed, or the last annual contractual salary he was paid in his past position less \$1,000 times one plus the number of years he is placed in the position, whichever is greater, without regard to any difference in annual scheduled work days between the two positions.

**ARTICLE IX**  
**Work Year**

- A. The work year for the high school principal shall consist of 210 work days and 20 paid holiday and vacation days structured within 46 Monday through Friday weeks. The work year for the high school principal shall normally begin on the third Monday preceding Labor Day and extend 46 consecutive weeks from that day, however, some alteration may be necessary to assure 3 weeks of work before and 2 weeks of work after the instructional year for students. To calculate a daily rate for the high school principal, the annual contractual salary of the high school principal shall be divided by 230. The work year for the Director of Student Services shall consist of 203 - 205 days and 20 - 22 paid holidays structured within 45 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for the Director of Student Services, the annual contractual salary shall be divided by 225.
- B. The work year for the Director of Special Services, Director of Curriculum and Instruction, Director of Community Education, and Director of Employee Benefits and Transportation shall consist of 214 to 216 work days, 14 to 16 paid holidays and 30 unpaid leave days structured within 52 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for forty-six (46) week directors as listed in this Section, the annual contractual salary shall be divided by 230. (Effective July 1, 2003 the paid holidays of the Director of Special Services shall remain at 20 - 22 until the present Director vacates that position.)
- C. The work year for the Assistant Director of Community Education and the Assistant Director of Curriculum shall consist of 212 to 214 work days, 11 to 13 paid holidays and 35 unpaid leave days structured within 52 Monday through Friday weeks between July 1 and June 30. Request to schedule unpaid leave days shall have prior approval of the Superintendent or his designee. To calculate a daily rate for 45 week

Article X, Continued

assistant directors as listed in this section, the annual contractual salary shall be divided by 225.

- D. The work year for Associate High School Principal, Director of the DLP, Associate Directors of the DLP, Director, Secondary Special Needs, Middle School Principal, and Director of Vocational Education shall consist of 205 work days and 20 paid holiday and vacation days structured within 45 Monday through Friday weeks between July 1 and June 30. The work year for Associate High School Principal, Directors of the DLP, Director, Secondary Special Needs, Middle School Principal, and Director of Vocational Education shall normally begin on the third Monday preceding Labor Day and extend 45 consecutive weeks from that day, however, some alteration may be necessary to assure 3 weeks of work before and one (1) week of work after the instructional year for students. To calculate a daily rate of Associate High School Principal, Director, Secondary Special Needs, Middle School Principal, and Director of Vocational Education, the annual contractual salary shall be divided by 225.
- E. The work year for elementary principals and Middle School assistant principals shall consist of 200 work days and 20 paid holiday and vacation days structured within 44 Monday through Friday weeks between July 1 and June 30. The work year for elementary principals and Middle School assistant principals shall normally begin on the second Monday preceding Labor Day and extend 44 consecutive weeks from that day, however, some alteration may be necessary to assure two (2) weeks of work before and one (1) week of work after the instruction year for students. To calculate a daily rate for an elementary principal and Middle School assistant principal, the annual contractual salary of the elementary principal and Middle School assistant principal shall be divided by 220.

**\*Yearly work schedule attached as part of Schedule A.**

- F. An administrator must be in pay status on the work day immediately before and after a holiday or vacation period to receive pay for the holiday and vacation days within the period.
- G. An administrator scheduled and permitted by the Superintendent or his designee by written notice to work more than the specified number of work days in a work year indicated for his position by this ARTICLE, shall

Article X, Continued

be paid the daily rate calculated under the provisions of this ARTICLE for each additional day actually worked.

- H. To accommodate a special situation, an administrator may make application to the Superintendent for a deviation in his scheduled work days so long as the requested deviation does not affect the total number of scheduled work days and so long as the requested deviation does not affect any scheduled work days when students are scheduled for instruction. Each such application shall be considered on its own merits and the approval or disapproval of one application shall not affect the approval or disapproval of any other such application.
- I. Each administrator shall be entitled to apply to the Superintendent for up to a maximum of four (4), non-cumulative flex-days, each year. These flex-days shall be in consideration of time at work required of the administrator during the work year which extends beyond the normal work day. In making application for use of flex-days, the administrator shall document the date and time the additional work time was required. In no case shall the amount of flex time applied for exceed the actual amount of additional work time required of the administrator.  
\*Each administrator shall be entitled to apply for two (2) additional flex days during the 2007-2008 and 2008-2009 school year. For a maximum of (6) six non-cumulative flex days.
- J. Members new to the GCAA on, or after, July 1, 1997, who are assigned to positions which include vacation time, may not carry forward from one year to the next accrued vacation days which exceed the number of days allocated for one (1) year. Current GCAA members who on, or after, July 1, 1997 are reassigned to positions which include vacation time, may not carry forward from one year to the next accrued vacation days which exceed the number of days allocated for one (1) year or the number of vacation days accrued and not used as of June 30, 1997, whichever is the greater.

**ARTICLE X**  
**Leaves**

A. Leave Days

1. Each administrator shall receive a bank of leave days each school year to be earned at the rate of one and four tenths (1.4) days per month of employment per the following schedule:  
11-month employees (44-45 weeks of employment) - 15.4 Days  
11.5-month employees (46-47 weeks of employment) - 16.1 Days  
All such leave days may be used prior to being earned; however, any unearned leave days that have been so used will be deducted from the final pay in case of termination of employment. No administrator may use unearned leave days in excess of those that can be earned during the balance of the school year. An administrator must be in pay status for three-fourths (3/4) of his/her scheduled working days for that calendar month. Leave days may be used for personal illness, emergencies in the immediate family and personal business provided that an administrator who takes an extended leave for more than eight (8) consecutive working days for reasons other than personal illness shall provide a letter to the superintendent indicating the reason for being absent and his/her anticipated date of return.
2. Leave days shall be cumulative without limit. Administrators hired into the District after December 13, 2010 may not accumulate more than 150 days of leave time. During the month of September, each administrator on staff shall be given a written statement of his leave day and personal business day balance as of the end of the previous school year.
3. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (mother, father, grandparents, brothers, and sisters), and dependents living within the household.
4. An administrator returning to work from a leave of any description shall retain previous accumulated leave not used by the leave.
5. Administrators 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

Article X, Continued

Workers' Compensation check, the Board will then pay the difference between the Workers' Compensation check and the amount of the employee's regular pay. The Board will pay the difference in the administrator's salary for the first forty (40) contractual weeks. Beginning with the 41st contractual week, the administrator will receive Workers' Compensation checks directly.

B. Maternity Leave and Child Care Leave

Maternity leaves and child care leaves are subject to the provisions of Section J of this ARTICLE.

C. Military Leaves

1. Military leaves of absence without pay or fringe benefits shall be granted to any administrator who shall be drafted (or who enlists when being drafted is imminent) for military duty or called to active duty to any branch of the armed forces of the United States. Voluntary enlistment will be evaluated on individual merit on the case.
2. An administrator on military leave which did not result from voluntary enlistment shall be given the benefit of any increments which would have been credited to him had he remained in active service to the school system.
3. An administrator on military leave which did not result from voluntary enlistment shall have credited to his sick leave days, for each year in the service, in the amount equal to the yearly average number of unused sick days accumulated while employed in the system for at least one (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 administrator to campaign for himself or serve in an elective public office. The request for such leave shall be submitted at least sixty (60) days prior to the start of the school year or the second semester, whichever is to be first affected by such request. The Board will, upon written request, grant one (1), one year renewal of this leave.

E. Peace Corps Leave

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

Article X, Continued

such organization as formed by the United States Government) as a full-time educational administrator in such program. Any period so served shall be treated as Garden City administrative experience 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 administrators to attend meetings of the Association or organizations with which it may be affiliated. These days shall not exceed three (3) days per school year in grand total.

G. State and National Office Leaves

Any administrator who is elected president of his state or national administrator organization shall be granted a leave of absence without pay or fringe benefits to serve one (1) term of office; however, the administrator may purchase district fringe benefits at group rates.

H. Legal Processes

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

Article X, Continued

I. Sabbatical Leave

1. To qualify for consideration for a Sabbatical Leave, the administrator must have, in combination, been an administrator and taught in the Garden City School System at least seven (7) or more consecutive years, must have returned to work and must have served at least a semester after having returned to work before being eligible to apply for a Sabbatical Leave.
2. A Sabbatical Leave may be granted for one or more of the following activities if such is directly related to the professional improvement of the administrator 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
3. No more than two (2) semesters of Sabbatical Leave shall be granted during any three (3) year period.
4. Sabbatical Leaves for administrators 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 Deputy Superintendent for review. Criteria for the selection of the administrator 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 administrative service in the school system
    - 4) Professional growth of the administrator
    - 5) Objectivity - potential benefit to the school system
    - 6) Demonstrated dedicated service 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.

Article X, Continued

- c. After due consideration of all the letters of application, the Superintendent shall present each request to the Board with his written recommendation of acceptance or rejection. A copy of the Superintendent's recommendation to the Board of Education will be furnished to the administrator applicant at least five (5) days prior to the Board meeting at which the granting or denial of the leave will be consummated. The administrator 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 administrator will receive one-half (1/2) the annual salary received as an administrator in Garden City during this time. Such pay will be paid according to regular pay procedure for that year or semester. The administrator will agree to the rewriting of his administrative 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 employ of the system 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, an administrator shall file with the Personnel Office a written agreement stipulating that following the leave he will remain in the service of the Garden City Public Schools for a period of:
  - a. One year of 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 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 administrator.
  - d. The obligations indicated in this subsection will be cancelled as a result of a medical retirement of the administrator based on total and permanent disability.

Article X, Continued

7. To further protect the Board against loss by reason of failure to return, the administrator shall execute a non-interest bearing promissory note to the Garden City Board of Education as follows:
  - a. One Semester Sabbatical Leave

The administrator who receives a one semester Sabbatical Leave executes a promissory note in the amount of his one-half pay due for the period of the Sabbatical payable to the Garden City Board of Education and bearing a due date of the first day of the semester following the completion of the Sabbatical Leave period. If he fails to return to work in Garden City at the following semester, the full value of the note comes due on the first day of that semester. If the administrator returns and works one semester and fails to work 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.
  - b. Full Year Sabbatical Leave

The administrator who receives a year's Sabbatical Leave executes a promissory note in the amount of the half pay due him for the period of the year's Sabbatical Leave payable to the Board of Education and bearing a due date of the first day of the semester following the completion of the year's Sabbatical Leave. If he fails to return to work in Garden City at the following semester, the full value of the note comes due on the first day of that semester. If the administrator returns and works one year but fails to work 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 teachers report for duty.
  - c. The due date of the promissory note indicated in this subsection may be postponed for up to one (1) year as a result of certified temporary medical disability of the administrator.
  - d. The promissory note indicated in this subsection will be canceled as a result of a medical retirement of the administrator based on total and permanent disability.
8. During the Sabbatical, all rights in reference to the administrator's professional status shall remain the same as though the administrator

Article X, Continued

had been an administrator in Garden City for the academic year. This includes group insurance coverage while on leave and the administrator's average yearly accumulation of leave days upon return.

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

J. Voluntary Leave

1. The Board shall grant a voluntary leave of absence, upon request, to an administrator without pay or fringe benefits, for a purpose(s) not enumerated in this Agreement. Administrators may take a one (1) semester or one (1) year leave under this provision providing a certified replacement can be obtained.
2. The administrator who has placed his seniority in escrow may continue all fringe benefits by reimbursing the district at the group rate.
3. Any administrator who has been granted three (3) consecutive years, or six (6) consecutive semesters leave under this provision shall return to employment status or be terminated.
4. These provisions shall apply to any administrator on employment status, leave status or layoff status.
5. The provisions of ARTICLE X, Section K, subsection 1 are not applicable to this Section.
6. An Administrator returning from leave under this article shall be placed in an administrative position for which he/she is qualified and certified at the discretion of the Superintendent.
7. An administrator applying for an initial voluntary leave shall provide such written request to the Personnel Department not later than June 1 of the school year preceding for a full school year leave, and not later than December 1 preceding for a second semester leave. Request for voluntary leave extensions shall be considered only for full school years and such request must be provided in writing to the Personnel Department not later than June 1 of the preceding school year. Leaves may be granted beyond these deadlines with the concurrence of the Superintendent and the association president.

Article X, Continued

K. Half Pay Leave: Inservice-Professional Improvement-Retraining-Rest-Rejuvenation

1. The Board may grant a leave of absence, up to one full year, under this Article upon request; provided a qualified (certified) administrator is available and accepts the condition of employment provided in this Article.
2. During the leave, all rights in reference to the administrator's professional status on the faculty shall remain the same as though the administrator was employed in Garden City for the academic year. This includes the administrator's average yearly accumulation of leave days upon return and seniority rights.
3. If the necessity of layoff is imposed during the period of the leave, all conditions of the master contract affecting layoff by seniority status shall be in effect.
4. An administrator on half pay leave would not be prevented from accepting other employment, grants, stipends, or scholarships during the leave period.
5. The granting of a half pay leave does not obligate the administrator to return to the system for any specific period of time.
6. The salary allocated for the administrator on leave and the administrator replacing the administrator on leave shall be the total amount of the leave administrator's salary divided equally between the two parties. Full fringe benefits shall be provided for both administrators at the Board's expense.
7. The administrator requesting a half pay leave may withdraw the request at any time prior to the contracting of the replacement administrator.
8. The provisions of ARTICLE X, Section L, subsection 1 are not applicable to this Section.

L. Return from Leave

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

Article X, Continued

3. The provisions of this Section are not intended to give an administrator greater rights with regard to position assignment and/or reduction of staff than he would have had if he had not been granted the leave.
4. An administrator returning from any leave shall notify the Board in writing of his/her intent no later than five (5) working days prior to April 1st of the school year preceding his/her return.

M. Contractual Termination of Administrator Services

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

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

N. An administrator may request up to three (3) days per year to participate in recognized religious holidays without the loss of leave time. The administrator will be required to make up those days through a mutually agreed upon time with their immediate supervisor and the Associate Superintendent. In the event that the administrator, the immediate supervisor and the Associate Superintendent 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 the make-up time. In the event the time is not made up by the end of the school year, the administrator shall use leave time.

**ARTICLE XI**  
**Professional Improvement**

- A. The parties support the principle of continued training of administrators, participation by administrators in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community education projects.
- B. The Board agrees to provide through the building and departmental budgets, and as approved by the Superintendent, the necessary funds for administrators to attend selected professional conferences. Appropriate expenses resulting from attendance at such conferences and sufficient leave time without loss of compensation shall be granted to the administrator by the Board. An administrator who would like to attend a conference (including meetings of State and/or County professional associations) shall request in advance, on the designated conference attendance form, approval from the Superintendent.
- C. In recognition of the necessity to continually upgrade and inservice administrators as well as other personnel, the Garden City Board of Education will appropriate a minimum of \$7,000 each year of this contract to be used specifically for the improvement of the skills of the administrative staff. Included in the \$7,000 shall be \$1,500 for district in-service purposes. Prior to October 1 of each year, a committee selected by the President of the Association will meet with the Superintendent to plan and schedule these activities. The Superintendent shall have final authority in the appropriate activity and the administrative personnel who shall attend. At the approval of the GCAA President, administrators may be reimbursed for up to six (6) semester hours of college credits per year or CEU credits that are used to maintain administrative certification. Reimbursement shall include registration fees.
- D. The Board shall pay annual professional dues and fees for each administrator.  
Each member will receive \$500 per year for purposes of professional dues effective December 13, 2010.

**ARTICLE XII**  
**Administrator Evaluation**

- A. Administrators shall be fairly evaluated at least yearly by the Superintendent or his designee.
- B. No evaluation shall be prepared until after a conference between the administrator and his/her evaluator during which the proposed contents of the evaluation are discussed.
- C. The administrator shall be permitted to have an Association representative present in any evaluation interview upon his/her request.
- D. No evaluation or survey prepared by persons other than the administrator's evaluator shall become a part of the administrator's personnel file.
- E. The administrator may prepare a response to his/her evaluation which shall be incorporated therein and become a part of the evaluation.
- F. Identified inadequacies must be in writing with reasonable remedies and time lines for their achievement.
- G. Members receiving a satisfactory evaluation will receive \$100 meritorious pay at the end of the school year.

**ARTICLE XIII**  
**Garden City Retirement and Death Benefits**

A. Eligibility for Retirement Benefits

An administrator 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 administrator may retire.

4. Limitation

Only one retirement benefit can be collected by a building administrator.

B. Retirement Benefits

Administrator shall receive a lump sum retirement benefit computed in the following manner if they qualify under section A of this Article:

1. Unused accumulated sick leave

Administrators who retire in accordance with the provisions of Section A of this Article shall receive the current teacher substitute daily rate plus an additional one dollar (\$1) per day for each unused sick day for each year the administrator has been under the contract as an administrator with the Garden City Public Schools.

It is mutually agreed that the language in Article XIII, Section B,1 of the contract is to be interpreted as meaning that an administrator who retires under the provisions of Section A shall receive the current teacher substitute daily rate per each unused sick day plus one dollar (\$1) per day times the number of sick days for each year an administrator has been under administrative contract.

Article XIII - Continued

Sample computation

100 sick days	100 X \$75.00	= \$7,500.00
10 years as an administrator	10 years X \$1.00 = \$10.00 X 100 sick days	= <u>\$1,000.00</u>
	Total Retirement Benefit	= \$8,500.00

**OR**

2. Years of service to Garden City

Three hundred dollars (\$300) per year of service to the Garden City School District.

**OR**

3. Years of administrative service to Garden City

Four hundred dollars (\$400) per year as an administrator in the Garden City School District.

4. An administrator shall receive an amount described in either "1" or "2" or "3", whichever of the three is greater.

5. If future state regulations and/or legal decisions forbid lump-sum retirement benefits, then the above suggested benefits shall be replaced by a severance benefit equal to the above retirement benefit. To receive the retirement benefit, an administrator must officially retire from the District and cannot exercise the right to any leave provisions.

C. Administrator Retiree's Life Insurance Benefits

Administrators who retire under Section A of this ARTICLE shall have Board paid life insurance coverage in the amount of \$5,000 from the date of retirement.

D. Death Benefits

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

E. For those administrators who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65, the Board shall provide reimbursement to the retiree up to \$1,500 per year (reimbursement to be paid semi-annually, in January and June)

Article XIII - Continued

toward the payment of the Michigan Public Schools Employees' Retirement System hospitalization. This reimbursement shall cease at age 65. This section shall not apply to individuals who decline participation in a Michigan Public School Employees' Retirement System contributory option should such option be made available in the future. This provision is eliminated for members hired into the District after December 13, 2011.

**ARTICLE XIV**  
**Miscellaneous Provisions**

- A. Administrators who are to be absent from duty for any reason are charged with the responsibility of notifying the Personnel Office.
- B. This Agreement shall supersede any contrary or inconsistent terms contained in any individual administrator 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. Nothing in this Agreement is to be construed as granting any tenure rights to an administrator other than tenure rights as a teacher in the district. Individual contracts shall specifically deny any tenure rights as an administrator.
- C. If any provision of this Agreement or its application shall be found to be contrary to law, such provision or application shall be deemed invalid but all other provisions or applications shall be continued in full force and effect for the duration of the Agreement. However, at the option of either party to the Agreement, the specific provision thus voided, and that provision only, shall be subject to immediate renegotiation.
- D. Members of the Association, the bargaining unit, and the officers thereof individually and collectively share with the administration and Board the mutual responsibility of the total enforcement of this Agreement.
- E. This Agreement shall constitute the full and complete commitment between both parties.
- F. 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).
- G. Copies of this Agreement shall be printed at the expense of the Board and presented to all building administrators now employed or hereafter employed by the Board. Twenty-five (25) copies will be forwarded to the president of the Association, including three (3) signed copies.
- H. The Board will continue to make current tax sheltered annuity programs and mutual fund options available to administrators so long as no cost to

Article XIV - Continued

the Board beyond making and forwarding payroll deductions occurs. It is understood that participation in such programs is entirely voluntary and entirely at the expense of the administrator. The Board assumes no liability in connection with such programs.

- I. Administrative concerns may be identified by administrators. Specific recommendations to the Superintendent will be encouraged.
- J. The District shall provide Hepatitis B shot series to any medically eligible administrator. Administrators should contact the District Personnel Office so that the district may make arrangements.
- K. The District shall reserve two (2) spots in the district's day care program for the children of administrators. Administrator's who are interested in having their children participate shall notify the Director of Adult and Community Education in writing before 4:00 p.m. on August 20 of each year or 4:00 p.m. on the last business day before August 20. Request to participate shall be granted on a seniority basis. Spots not requested by August 20 or the last business day before August 20 shall be declared open and shall be filled through the regular day care registration program on a tuition basis. Should the child of a member be withdrawn from the program after having been granted admission, the vacated spot shall be declared open and filled through the regular day care registration program on a tuition basis. Members shall comply with all rules and regulations that pertain to others who utilize the service. Members who utilize the service understand that the value of participation in the program will result in a tax liability. If benefit eliminated from the GCEA CBA, this provision will be eliminated from the GCAA CBA.
- L. The parties understand and agree that this agreement must be interpreted and applied consistent with the terms of the No Child Left Behind Act, as such terms become effective, and the Union agrees to provide its full cooperation to the District in implementing the terms of the Act as they become effective.
- M. Central Office, through the Executive Director of Finance, may implement, as necessary 27, rather than 26, pays in a year. \*

\*This will only go into effect if the GCEA agrees to the same conditions.

**ARTICLE XV**  
**Professional Compensation**

- A. The salaries of administrators covered by this Agreement are set forth in the Administrator Salary Schedule which is attached to and incorporated into this Agreement.
- B. Newly hired administrators may be granted up to three years experience on the administrative salary schedule. If the Board desires to grant more experience on the administrative salary schedule, the Superintendent shall contact the Garden City Administrators' Association and explain the rationale.
- C. The salary schedule is based on administrative work years defined in ARTICLE IX.
- D. When it is necessary to compute a day's rate for the purposes of paydock and/or balancing to contract, the contractual salary divided by the number of paid days scheduled will be used. The number of administrator paid days is indicated in ARTICLE IX. Further, to determine the hourly rate for these same purposes, the daily rate will be divided by eight (8). In the event a member is in a paydock situation, the Association President shall meet with the Superintendent to determine a course of action to remediate the existing problem. Each circumstance shall be considered on its own merits and shall not be considered as setting a precedent in other situations which may occur in the future.
- E. 1. A change of salary due to a higher level of education attainment shall only be granted for semester hour credits earned from colleges of education as follows:
  - a. Colleges or universities who are members of:
    - Middle States Association of Colleges and Secondary Schools
    - New England Association of Colleges and Secondary Schools
    - North Central Association of Colleges and Secondary Schools
    - Northwest Association of Secondary and Higher Schools
    - Southern Association of Colleges and Schools
    - Western Association of Schools and Colleges
  - b. Credits earned at other four (4) year institutions in Michigan if said credits are accepted for transfer by an accredited teacher training

- college or university and are so reflected on that school's official transcripts.
- c. Credits from other four (4) year, out-of-state teacher education institutions not included in "a & b" above, shall be reviewed and considered by the Superintendent or his designee for acceptance or rejection.
  - d. Credit hours obtained by administrators 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 or administrative area of the individual administrator involved and have been approved in writing by the Superintendent or his designee prior to enrollment.
2. Credit hours earned before the beginning date of each semester shall be honored only if official transcripts, or a letter of authority indicating the completion of academic credits shall be received by the Personnel Office on or before November 1 or March 1 of any school year, and shall be retroactive to the beginning date of that respective semester. Official notification received after either of these indicated dates will not result in any change in salary status until the next following school semester, and shall not be retroactively considered.
  3. Credit hours mean semester hours.
  4. Each earned degree awarded which qualifies the staff member for salary compensation cuts off all previously earned credits. All such previously earned credits will be unapplicable for amassing credit hours for salary adjustments to be based on past degree hours of credit unless said credit hours are later accepted for use to fulfill requirements for an advanced degree.
- F. Participation by administrators on Board negotiating teams shall be voluntary. When participating, administrators shall be paid at a rate of \$29.46 per hour in 2003-04, \$29.76 (1<sup>st</sup> sem); \$30.35 (2<sup>nd</sup> sem) per hour in 2004-05, and to be determined for 2005-06, and 2006-07 for serving on Board negotiating teams outside their normal work hours.
- G. Recognizing that administrators are required to drive their personal automobiles in the course of their work, a \$50 per month transportation allowance shall be provided (September through June). Administrators required to drive their personal automobiles to approved conferences

and/or meetings, which take place outside of the District shall be compensated at the established IRS rate for any given year.

Administrators may submit, on a semi-annual basis, detailed mileage reports that documents in-district mileage expense at the IRS rate which exceed the monthly (September – June) \$50 per month stipend total.

Administrators working 12 months may submit detailed mileage reports for July and August to be reimbursed at the IRS rate for any given year.

Annually, not later than June 30, each administrator shall be provided with a lump-sum payment of \$125.00 (one hundred, twenty-five dollars) for the purpose of utilizing legal, financial, and other professional services.

- H. The District shall reimburse administrators assigned to central office positions for the cost of phone calls made in conjunction with the business use of their personal cell phones. Administrators seeking this reimbursement shall submit detailed bills to the district's business office.

**ARTICLE XVI**  
**Negotiation Procedures**

- A. Upon ratification of the Master Agreement, the Association shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Association except by written mutual consent and as provided in Sections B and L of this ARTICLE and ARTICLE XIV, Section C.
- B. Within one hundred twenty (120) days, but not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice by the Association, the parties will begin negotiations for a successor agreement.
- 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. Either party may at any time 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. There shall be no release of information concerning opposition proposals and/or tentative agreements, except by mutual agreement, and except to acquire technical information relative to specific proposals, and except that the chief negotiator for the Board may brief the Board and the chief negotiator for the Association may brief the members of the Association

Article XVI, Continued

relative to progress in negotiations. However, should the parties reach impasse, this rule shall cease to operate with respect to tentative agreements and proposals on the table at that time.

- I. All agreements shall be tentative pending final agreement on an entire tentative contract by the negotiating representatives for both sides.
- J. Each team shall have on the table at all times a set of proposals, which if agreed to by the other team along with all tentative contract agreements in effect, shall constitute an entire tentative contract.
- K. Notwithstanding the expiration of this Agreement, the negotiation procedures outlined in this ARTICLE shall be in effect until a successor agreement is negotiated and ratified.

**SCHEDULE A  
ADMINISTRATOR SALARY SCHEDULE  
2010 - 2011**

<u>Level</u>	<u>Paid Days</u>	<u>Weeks Worked</u>	<u>Position</u>
A	220	44	Middle School Assistant Principal
	225	45	Assistant Director of Community Education
	225	45	Director, Vocational Education
	225	45	Asst. Director of Curriculum and Instruction
B	225	45	Associate High School Principal
	220	44	Elementary Principal
	225	45	Associate Director, Developmental Learning Program
	225	45	Director, Secondary Special Needs
	225	45	Director, Federal Projects and Research
C	230	46	Director of Community Education
	225	45	Middle School Principal
	225	45	Director, Developmental Learning Program
	225	45	Director of Student Services
D	230	46	High School Principal
	230	46	Director of Curriculum and Instruction
	230	46	Director of Special Services
	230	46	Director of Employee Benefits and Transportation Operations

**SCHEDULE A**

<b>STEP</b>	<b>2011-2013 DEGREES &amp; HOURS</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
1	MA AND 0 YRS	76,878	78,383	83,767	87,963
1	MA + 15 HRS AND 0 YRS	78,145	79,650	85,033	89,309
1	MA + 30 HRS AND 0 YRS	79,412	80,916	86,300	90,655
1	ED SPEC AND 0 YRS	80,679	82,183	87,567	92,001
1	ED.D. OR PH.D. AND 0 YRS	81,946	83,529	88,913	93,347
2	MA AND 1 YRS	80,204	81,787	87,171	91,763
2	MA + 15 HRS AND 1 YRS	81,550	83,054	88,517	93,188
2	MA + 30 HRS AND 1 YRS	82,817	84,400	89,863	94,534
2	ED SPEC AND 1 YRS	84,083	85,746	91,209	95,959
2	ED.D. OR PH.D. AND 1 YRS	85,429	87,092	92,476	97,305
3	MA AND 2 YRS	83,608	85,270	90,733	95,642
3	MA + 15 HRS AND 2 YRS	84,954	86,616	92,159	97,067
3	MA + 30 HRS AND 2 YRS	86,300	87,962	93,504	98,492
3	ED SPEC AND 2 YRS	87,646	89,387	94,850	99,918
3	ED.D. OR PH.D. AND 2 YRS	88,992	90,733	96,196	101,343
4	MA AND 3 YRS	87,092	88,834	94,376	99,601
4	MA + 15 HRS AND 3 YRS	88,517	90,180	95,801	101,027
4	MA + 30 HRS AND 3 YRS	89,863	91,605	96,672	102,531
4	ED SPEC AND 3 YRS	91,209	93,030	98,651	104,035
4	ED.D. OR PH.D. AND 3 YRS	92,634	94,455	99,997	105,460
5	MA AND 4 YRS	88,517	90,180	95,801	101,027
5	MA + 15 HRS AND 4 YRS	89,863	91,605	97,226	102,531
5	MA + 30 HRS AND 4 YRS	91,209	93,030	98,651	104,035
5	ED SPEC AND 4 YRS	92,634	94,455	99,997	105,460
5	ED.D. OR PH.D. AND 4 YRS	93,980	95,880	101,422	106,965
6	MA AND 5 YRS	89,863	91,605	97,226	102,531
6	MA + 15 HRS AND 5 YRS	91,209	93,030	98,651	104,035
6	MA + 30 HRS AND 5 YRS	92,634	94,455	99,997	105,460
6	ED SPEC AND 5 YRS	93,980	95,880	101,422	106,965
6	ED.D. OR PH.D. AND 5 YRS	95,326	97,305	102,848	108,390
7	MA AND 6 YRS	91,209	93,030	98,651	104,035
7	MA + 15 HRS AND 6 YRS	92,634	94,455	99,997	105,460
7	MA + 30 HRS AND 6 YRS	93,980	95,880	101,422	106,965
7	ED SPEC AND 6 YRS	95,405	97,305	102,848	108,390
7	ED.D. OR PH.D. AND 6 YRS	96,751	98,651	104,273	109,894
8	MA AND 7 YRS	92,634	94,455	99,997	105,460
8	MA + 15 HRS AND 7 YRS	93,980	95,880	101,422	106,965
8	MA + 30 HRS AND 7 YRS	95,405	97,305	102,848	108,390
8	ED SPEC AND 7 YRS	96,751	98,651	104,273	109,894
8	ED.D. OR PH.D. AND 7 YRS	96,751	98,651	104,273	109,894
9	MA AND 8 YRS	93,980	95,880	101,422	106,965
9	MA + 15 HRS AND 8 YRS	95,405	97,305	102,848	108,390
9	MA + 30 HRS AND 8 YRS	96,751	98,651	104,273	109,894
9	ED SPEC AND 8 YRS	96,751	98,651	104,273	109,894
9	ED.D. OR PH.D. AND 8 YRS	96,751	98,651	104,273	109,894
10	MA AND 9 YRS	95,405	97,305	102,848	108,390
10	MA + 15 HRS AND 9 YRS	96,751	98,651	104,273	109,894
10	MA + 30 HRS AND 9 YRS	96,751	98,651	104,273	109,894
10	ED SPEC AND 9 YRS	96,751	98,651	104,273	109,894
10	ED.D. OR PH.D. AND 9 YRS	96,751	98,651	104,273	109,894
11	10 YRS OR MORE	96,751	98,651	104,273	109,894
*12	11 YRS/MORE & ED. SP.	102,335	104,363	110,044	115,807
*12	11 YRS/MORE & PH.D.	103,796	105,824	111,506	117,267

**Base: 79,174**

**SCHEDULE B  
INSURANCE  
2010 - 2011**

Administrator Life Insurance Coverage

Each administrator shall have group term life insurance coverage in an amount equal to three (3) times his/her annual contractual salary and group term dependent life insurance coverage as listed below. The premiums for such insurances shall be paid by each administrator through payroll deduction semi-annually. At the same time, the Board shall reimburse each administrator for such semi-annual premium payment as additional salary.

Dependent Life Insurance Coverage

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

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

Effective July 1, 2007 the Community Blue 1 PPO with a \$10/\$20 prescription coverage rider.

Administrator Long Term Disability Insurance Coverage \*\*

Qualifying Period: Accident - exhaustion of accumulated sick leave  
Sickness - 7 work days or the exhaustion of  
accumulated sick leave, whichever  
occurs last

Benefit: Worker's Compensation - after forty (40) weeks  
66 2/3% of members' highest salary not to exceed  
maximum of \$6,000.  
Including survivor benefit.

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

Type of coverage - 24 hour

Integration with other income benefits:

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

\*\*Eliminate, for new hires, short-term disability and shorten qualifying period for LTD from 180 to 90 calendar days – will only go into effect if GCEA agrees to same conditions. For members hired into the District after ratification of this contract.

Schedule B - Continued

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

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

Dental Insurance Coverage for Administrators, Dependent Spouses, and/or Dependent Children - Continued

The coverage will be as follows: Blue Cross Dental

			CR-RC-10-10 MBL \$1,500
			OS-10 MBL 2500
Class I	100%	Oral Examinations, X-rays, Flouride Treatments,	
		Cleanings, Emergency First Aid Treatment	
Class II	90%	Restorative, Extractions, Root Canals, Etc.	
Class III	90%	Dentures, Bridges	
Class IV	100%	Orthodontic Rider - \$2,500 lifetime benefit	

Vision Insurance Coverage for Administrators, Dependent Spouses, and/or Dependent Children

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

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

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

Option

Eligible bargaining unit members not electing health insurance will receive \$100 per month (\$1,200 per year), in lieu of health insurance.

NOTES: 1. Administrators 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.

## Schedule B - Continued

2. Administrators working the full contractual year will be covered through August 31 of that year even if employment is terminated prior to that date.
3. A widow or widower of an administrator may carry dependent life, hospitalization, and major medical coverage by paying the group rates until remarriage.
4. Specific exclusions and limitations, as they pertain to insurance policies, shall be in effect.

### SECTION 125 PLAN

The parties agree that the Garden City Public Schools District Flexible Benefits Plan shall be subject to all federal laws and regulations relative to the administration of such plans. The plan also shall be administered as to members of the bargaining unit, so as not to violate the terms of the collective bargaining agreement.

It is understood that the district self-administers certain fringe benefits (health, dental and may self-insure for others (e.g., vision)).

For current members retiring June 30<sup>th</sup>, health care benefits will end July 31 of the same year. Health care will end June 30<sup>th</sup> for members hired after December 13, 2010 (ratification of contract).

- Members will contribute 10% toward the premium of the PPO I Health Care; in the event the District participates in a High Deductible Health Plan, the Employee may, at the District's discretion, be moved to the High Deductible Plan. Should the Employee be moved to a HDP, the Employee shall contribute 10% of the premium of that plan. The Employee shall also reserve the right to participate in any Health Care Savings Account set up in conjunction with the HDHP if the Employee is moved into a HDHP. Should the Employee participate in the HDHP, a percentage of the savings (at the District's discretion) shall be deferred to the Employee to assist in offsetting the high deductible nature of the plan.

Schedule B - Continued

- Administrators hired into the District after July 1, 2011 will adhere to the above paragraph on health care, though members will contribute 10% toward the premium of the PPO II Health Care Plan.  
Language regarding the HDHP remains as in the previous paragraph.

**DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2011 through June 30, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

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

GARDEN CITY  
ADMINISTRATORS' ASSOCIATION

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

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

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

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

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

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

September 12, 2011  
\_\_\_\_\_  
Date of Ratification

September 12, 2011  
\_\_\_\_\_  
Date of Ratification