

June 30, 1976
AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE GROSSE POINTE PUBLIC SCHOOL SYSTEM

AND

THE GROSSE POINTE ADMINISTRATORS ASSOCIATION
1973-74 -- 1974-75 -- 1975-76

Michigan State University
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RELATIONS LIBRARY

PREAMBLE

Realizing that a unified and responsible administrative staff is essential to the productive functioning of a school system, administrators of The Grosse Pointe Public School System join together in a legally recognized association whose goals and objectives are:

1. To foster desirable working relationships among the professional staff, the Board of Education, and all others engaged in the educational enterprise.
2. To continue to perform an essential function in the decision-making and policy-determining process with respect to administrative procedures, curriculum and instruction, and personnel matters.
3. To provide proper channels of communication and procedures for representing the interests and concerns of administrators with the superintendent, the Board of Education, the teachers' organizations, and other groups.
4. To maintain and improve conditions which enable administrators to continue to work effectively.
5. To seek continued improvement in salary and related matters consistent with job responsibilities and economic conditions.
6. To be committed to the continued search for excellence in education and administration in The Grosse Pointe School System.

In consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE I

FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it nor any of its administrative agents shall discriminate against any administrator by reason of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the association of any other employee organization.

The Association agrees that it shall admit all administrators to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any administrator with the Board.

*Mrs. Florence Miller
Grosse Pointe North H.S.
707 Vernier Road
Grosse Pointe Woods, Mich. 48236*

Grosse Pointe

The Board and the association, in recognition of the desirability of a diversified administrative staff, reaffirm a policy of actively seeking representation from all racial and ethnic groups.

ARTICLE II

RECOGNITION

The Board hereby recognizes the association as the exclusive and sole bargaining representative for all administrators. The term "Administrator", when used hereinafter in this agreement, shall include all administrative personnel except the Superintendent, Assistant Superintendents, Director - Public Libraries, Director - Pupil Personnel, Director - Administrative Services, Director - Business and Finance, Chief Negotiator - Personnel Assistant, and shall exclude all members of any and all other school district bargaining units. The term "Administrator" shall refer to all employees represented by the association in the bargaining unit as above defined, and references to male administrators shall include female administrators.

ARTICLE III

VALIDITY OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in an amendment hereto.

Should any article, section or clause of this agreement be declared invalid by a court of competent jurisdiction said article, section or clause as the case may be, shall be automatically deleted from this agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the agreement.

ARTICLE IV

RIGHTS OF THE BOARD

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the Laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by other provisions of this agreement.

ARTICLE V

ADMINISTRATOR CONTRACTS

No administrator shall be deemed to be granted continuing administrative tenure in any administrative capacity and shall be eligible only for classroom teacher tenure after satisfactory completion of a period of probation. A failure to re-employ any administrator in an administrative or other non-teaching capacity shall not be deemed a demotion within the provisions of the Michigan Teacher's Tenure Act, as amended, and any individual contract of employment between the Board and any administrator shall continue to expressly deny any right of Administrative tenure. Therefore, members of The Grosse Pointe Administrator's Association are covered by the following plan:

- A. A minimum of one year administrative probation in the new administrative position will be required. Additional years of administrative probation may be utilized if the circumstances warrant.
- B. A change of administrative assignment may be considered as a "new start" with the same administrative probationary requirements as for a newly appointed administrator. A transfer to a similar assignment shall not be considered a "new start".
- C. Once the administrative probationary period is satisfactorily served, a one year or two year contract will be offered. As indicated above, this contract will be for a specific assignment and may not carry over to a changed assignment, unless the assignment is on an involuntary basis. The standards which will be considered for the length of the contract for administrators not on probation or for those who have not had a change of administrative assignment will be as follows:
 1. Administrators who are evaluated as doing an outstanding or excellent job will be awarded two year contracts.
 2. Administrators who are doing less than excellent in their performance will have this reflected in their evaluation in written form with the steps listed to show the necessary changes required to be made which may result in an excellent job. These administrators may be given a one year contract so they will have one year to work out their administrative difficulties or look for another position or change of position.
 3. If an administrator's performance has been evaluated as less than excellent during a given year and he has not modified his performance to be at the excellent level during the following year, his contract normally will be terminated at the end of its duration.
 4. If an administrator has a medical, physical, or emotional disability which may affect his performance he may be given a one year contract with a written statement explaining the reason for such a contract.
- D. All multiple year contracts will be reviewed by April 1 of the year preceding the year the contract expires. A decision will be made at that time relative to the extension of that contract. At least 90 days prior to the termination date of an administrator's contract, official Board action will be taken authorizing the written notice to the individual involved of either the renewal or non renewal.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance by an administrator or group of administrators, based upon an event, condition or circumstance under which an administrator works allegedly caused by a violation, misinterpretation or misapplication of established policy or any provisions of this agreement shall be processed in the following manner:

1. The primary purpose of these procedures is to secure at the earliest level possible an equitable solution of grievance of administrators and both parties agree that procedures hereunder shall be completed as informally and confidentially as may be appropriate to provide minimum interruption of a normal school day.
2. Every administrator shall have an opportunity to have unobstructed use of these procedures without fear of reprisal or without prejudice in any manner to his professional status. However, the time limits herein set forth must be strictly observed and any failure by an administrator(s) to meet such time limits shall constitute a waiver of further appeal concerning any particular grievance, unless said time limit is extended by written approval of the superintendent of schools.
3. Any administrator or administrators having a grievance may be represented throughout the entire procedure by an officer of the association and/or at the administrator's option by legal or professional counsel.
4. In the event of such a grievance, as above defined, the administrator (or the association representative) shall first confer and discuss the matter with the superintendent of schools or such other employee of the Board whom the superintendent believes is necessary to an effective resolution of the grievance. A request for a meeting with the superintendent shall be made within 15 calendar days after the administrator in question or the association has knowledge of the event which is the subject of the complaint.
5. If the matter cannot be resolved at such meeting, the administrator or the association involved may, not later than 10 calendar days following such meeting, request in writing a meeting with the Board of Education to review the matter. Such request shall specify in detail the nature of the grievance and the circumstances surrounding the same and a copy thereof shall be furnished to the superintendent of schools. Within 5 calendar days after receipt of such notice to the Board of Education, the superintendent shall furnish to the Board of Education his written disposition of the grievance and the reasons for the same. The Board of Education agrees to arrange within 10 days a meeting with the grievant(s) in executive session with the entire Board, or a committee of not less than four members of the Board, to hear the grievance in an attempt to resolve the same. Within 10 days after such meeting the Board of Education, through its secretary, shall furnish the association and the administrator involved with a copy of its disposition of the grievance.

6. Arbitration

Any grievance which remains unsettled after having been fully processed by the Board of Education shall be submitted to binding arbitration upon the written request of the association under the voluntary labor arbitration rules of the American Arbitration Association. In order to be effective, such written request must be made within sixty (60) days after the final answer of the Board of Education to the grievant has been given to the Association. If such a request is not made within said 60-day period, the grievance shall be deemed settled on the basis of the last answer of the Board. Except where modified by written agreement signed by the Board and the association, the Voluntary Labor Arbitration Rules of the A.A. Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the association agree to accept the arbitrator's award as final and binding upon all parties including the administrator(s) involved in the grievance.

In connection with the arbitration of any grievance hereunder the following rules shall apply:

In no event shall an arbitrator be empowered to modify, detract from or alter the provisions of this agreement, or any personnel policies which have been approved by the association. The decision of the arbitrator shall cover only the issues in dispute without recommendations as to other matters.

The question(s) to be arbitrated shall be jointly stipulated by the Board and the association, or if they are unable to agree, each party shall submit its written statement of the question(s) to the arbitrator and each other at least 10 days in advance of the scheduled hearing date.

No more than one grievance may be heard by the arbitrator at one time unless both parties agree to consolidate two or more grievances for hearing and decision, or unless the arbitrator directs the consolidation of two or more complaints submitted to arbitration arising out of the same incident and involving similar questions in dispute.

The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and the Association. In the event the Board orders a transcript of the arbitration proceedings, it shall furnish the association with a copy of the same.

7. The following matters shall not be the basis of any grievance under this section:
 - a. Failure of the Board of Education to re-employ any probationary administrators.
 - b. Any claim or grievance for which there exists another remedial procedure or forum established by Federal or State Law.

8. The following matters may be processed in the grievance procedure through the level of a hearing before the Board of Education or a committee thereof as specified in Paragraph 5 above, but shall not be subject to binding arbitration under Paragraph 6 above and the determination of the Board as to such matters shall be binding and conclusive on both parties:
- a. The content of any evaluation of an administrator made under subparagraph C of Article V hereof, and/or the refusal of the Board of Education to either grant a two year contract to an administrator or to terminate his contract.
 - b. Any decision of the Board relating to establishment or amendment of criteria for evaluation of administrators under Article XIII hereof.
 - c. When it is necessary to reduce the administrative staff under Article X hereof, the determination of the Board of Education as to which administrator or administrators are to be demoted for such reason.

ARTICLE VII

ASSIGNMENTS, REASSIGNMENTS, TRANSFERS

PROMOTIONS

A promotion shall mean an assignment of an employee by the Board to a position covered by this agreement which is in a higher compensation level because of duties and responsibilities of a wider nature and degree. Employee applicants for promotion shall comply with the Board's application and selection procedure.

TRANSFERS

A transfer shall mean a reassignment within the same administrative classification. The Board and the association recognize that an optimal educational environment includes an administrator who is working within his sphere of special competence and in school setting best suited to his personal competencies. Therefore, the Board shall provide opportunities for administrators to express their desires in assignment.

ARTICLE VIII

STAFFING METHODS AND PROCEDURES

The Board and the Association agree that all positions shall be staffed by the most competent and qualified persons available. The association also agrees that the Board shall have the right to make the final decision on the staffing of all positions covered by this agreement by any of the methods and procedures set forth below.

The Board and the association agree that administrative assignments for the ensuing year should be identified as soon as possible and changes in administrative assignments shall be a matter for personal consultation with the superintendent of schools and the affected administrator at least sixty days prior to such changes followed immediately by a confirming written statement.

An administrator shall be given an opportunity to seek a transfer coincidental with other candidates being considered for that position. When an opening occurs, it shall be posted in all school offices and a period of at least two (2) weeks shall be established for submitting transfer requests for the open position or any other opening that may occur as a direct result of approving a transfer to the open position.

ARTICLE IX

REDUCTION OF STAFF

The Board shall consult with the Association prior to finalizing any plans which would result in curtailment of program or reduction of administrative staff.

When the Board determines reductions in the number of employees and/or a classification covered by this agreement is to be eliminated, the employees affected shall be judged by their experience, competency, and qualifications. Unless the Board of Education, after due consideration of the recommendation of the superintendent, determines there is a significant difference in the above listed factors, the employee(s) with the least amount of service in the classification (s) affected will be removed first. It is agreed that skills necessary to operate the district will be retained. Recall will be in the reverse order of reduction but recall rights will not extend beyond a period of time equal to the employee's term of employment as an administrator in The Grosse Pointe Public School System. When an administrator is subject to demotion in a reduction of staff, he/she will be given first consideration in any existing or new administrative position dependent upon past administrative experience.

ARTICLE X

NEW AND CHANGED POSITIONS WITHIN THE ASSOCIATION

It is recognized that the Board may wish to change the scope of some administrator positions and create new positions during the life of this agreement. When such positions are created and the scope of jobs are substantially changed, the Association will be advised of the changes or the new job.

An administrator who is eligible under the terms of the definition above shall be given an opportunity to seek such a position.

ARTICLE XI

BOARD OF EDUCATION AND ASSOCIATION COMMUNICATIONS

Administrative staff meetings provide the ideal forum for administrative involvement in decision making process. Regularly scheduled meetings (special if needed) give opportunity to express views and concerns about issues and problems that affect the school system.

All committees having to do with the creation, development, review, modification, study or implementation of curricula and instructional programs in the school district shall include, whenever possible, administrators in their composition.

The association officers will be provided with an opportunity to review any major curriculum change, prior to Board action and afforded the opportunity to present its position to the superintendent. In the event there is a difference of opinion the association has a right to file a minority report with the superintendent and the Association may also file its minority report with the Board of Education.

ARTICLE XII

CITIZEN INQUIRIES - COMPLAINTS

In order to encourage communication and the resolution of complaints at the local level, the Board agrees that in the case of inquiries and/or complaints on the part of a citizen, or an employee an administrator supervises, that such person shall be encouraged to first discuss the matter fully with the administrator involved, if this has not already occurred. It is understood and agreed that if an administrator's decision is appealed to a higher authority that said administrator shall be given an opportunity to provide the necessary background information, either in person and/or in confidential memoranda, before any further action is taken on the matter.

ARTICLE XIII

EVALUATION

The association endorses a continuing program of administrator evaluation and pledges itself to move constructively toward a constant upgrading of administrative performance.

The Board designates the superintendent of schools and any other administrators that he may select to evaluate all administrators in the unit at least once a year prior to April 1.

The evaluation of each administrator shall be discussed with the individual member, put in writing, and presented to the individual member at the time of his evaluation conference. The administrator shall receive a copy of each evaluation and a copy shall be placed on file in the personnel office and shall be held in a confidential and ethical manner. The administrator has the privilege and right to file a written response to his evaluation.

An administrative evaluation committee shall be established composed of three association representatives and three Board representatives. This committee shall review, refine, and/or modify evaluative criteria, evaluation instruments, and shall define the continuing role of the evaluative process, provided such criteria or amendments thereto shall be subject to final approval of the Board.

ARTICLE XIV

SALARIES

For the 1973-74 school year, the Board agrees to improve salary and fringe benefits, retroactive to July 1, 1973 in the instance of salary improvements, to the extent of 4.2% of payroll; said payroll based on the 1972-73 salaries paid to the members of the association. Distribution of these funds shall be in the form of cost of living allowances, salary adjustments, performance awards, and such improved insurance and other fringe benefits as are mutually agreeable. A breakdown for 1973-74 follows:

1973-74 - 4.2% Increase = \$25,358 (4.2% of GPAA salaries of \$603,773 total)

Cost of Living (Annual)	\$8,745.00	1.4%
MVF-2 + Medication	1,750.00	.3%
Tax/D Annuity	7,500.00	1.3%
Mileage to 12¢ per mile	413.00	.0%
Salary Adjustments	<u>6,950.00</u>	<u>1.2%</u>
Totals	\$25,358.00	4.2%

In 1974-75, the Board of Education agrees to provide additional monies equal to 6% of payroll; said payroll to be computed on the basis of the sum of the 1973-74 salaries of those members of the association, employed as administrators for the 1974-75 school year, plus the monies expended for the 1973-74 fringe benefit improvements for the administrators. These monies, again, will be distributed in the form of various salary increases and fringe benefit improvements: the distribution to be as mutually agreed. Any portion of the increase for this year which is to be used for merit increases should be allocated at the discretion of the Board.

In 1975-76, the Board of Education agrees to provide additional monies equal to 6% of payroll, said payroll to be computed on the basis of the sum of the 1974-75 salaries of those members of the association employed as administrators for the 1975-76 school year, plus the monies expended on improved fringe benefits in both 1973-74 and 1974-75 for the aforesaid administrators. Distribution of this aggregate amount of monies will be as mutually agreed. Any portion of the increase for this year which is to be used for merit increases should be allocated at the discretion of the Board.

For the period covered by this agreement, it is agreed that the following salary ranges expressed in monthly rates for the indicated classifications shall be:

		<u>Monthly Rates</u>	
		<u>Minimum</u>	<u>Maximum</u>
Level I	High School Principals (12 months)	\$2000	\$2800
Level II	Middle School Principals (11 months)	1900	2650
Level III	Elementary Principals (11 months) Curriculum Associate (12 months)	1780	2575
Level IV	Assistant Principals (10½, 11 or 12 months)	1725	2425

Initial placement within these ranges will be at the discretion of the Board.

ARTICLE XV

VACATION ALLOWANCES

	<u>10 1/2 Months</u>	<u>11 Months</u>	<u>12 Months</u>
During 1st through 5th year of service	14 days	14 days	15 days
During 6th through 25th year of service	18 days	19 days	20 days
26th year and thereafter	22 days	23 days	25 days

All school administrative service, wherever accumulated, and/or all Grosse Pointe service will be counted to establish years of service for vacation purposes.

Vacation allowance is to be used in the year earned or during the immediate following six months. Vacation not used by December 31 will be forfeited, unless prior arrangements have been approved by the superintendent of schools.

Vacations are to be scheduled at the mutual convenience of the administrator and the school system. Advice to and clearance with the Department of Personnel is required. Normally, the two weeks prior to the opening of school in the fall should not be requested as vacation time.

If at separation from the school district, vacation allowances are overdrawn, adjustment to recover payments for unearned vacation will be made in the final settlement. The same principle will operate for those who have drawn regular salary in advance in excess of what has been actually earned and who separate from the school system before a year ends.

ARTICLE XVI

PAID HOLIDAYS

(If occurring during assigned work year)

New Year's Day
Good Friday
Memorial Day
July 4
Labor Day

Thanksgiving Day
Day after Thanksgiving
December 24
Christmas Day
December 31

When these holidays fall on Saturday the preceding Friday will be observed as the holiday, providing school is not in session. When paid holidays fall on Sunday, the following day will be observed as the holiday providing school is not in session. Holidays occurring during an administrator's vacation will not be counted against the vacation allowance.

If Christmas day or New Year's day occur on a Thursday, the Friday of that same week is to be considered a paid holiday as well.

ARTICLE XVII

SICK LEAVE

The Board of Education shall provide an unlimited sick leave program for personal illness or disability to the extent of six school months (120 duty days) per illness or disability for administrators who have attained tenure as a classroom teacher in Grosse Pointe under the state tenure law. The longterm disability insurance program to cover illnesses or disability which exceed the 120 duty days shall continue to be provided by the Board.

In brief, if an eligible administrator exhausts his sick leave (120 duty days) and his disability continues, 60% of his base monthly earnings will be guaranteed so long as he is totally disabled, as defined in the insurance contract, to the employee's 65th birthday, or for 12 months if he becomes eligible for such benefits between his 64th and 65th birthday, provided that said monthly benefit shall not be more than \$1,000 nor less than \$50.00. If and when the administrator returns to work for a sufficient length of time to requalify for benefits his sick leave bank (120 duty days) will be completely re-established.

Administrators who have not attained tenure as a teacher in Grosse Pointe under the state tenure law shall be provided a sick leave allowance of one day per month.

This annual allowance shall be available at the beginning of the school year. By executing a non-interest bearing reimbursement agreement probationary administrators who are still on classroom teacher probation under the state tenure laws may borrow from their leave allowance due in the second year of their employment. If in a two (2) year period of probation, more than two years allowance of sick leave days are required, the administrator shall be subject to loss of pay.

ARTICLE XVIII

OTHER LEAVES

The Board will provide to the administrator paid leaves of absence for death in the family, jury duty, court appearances, military duty and personal business to the same extent such leaves are provided to the professional staff.

Extended leaves for such things as maternity, study or for some special or unusual reason will be considered by the Board of Education on an individual basis.

ARTICLE XIX

PERSONAL PROPERTY

It is the policy of the Board of Education to reimburse administrators up to \$100 for loss or damage to personal property which is normally used in the discharge of assigned duties and when reasonable care has been demonstrated. Such reimbursement is not made for ordinary wear or gradual deterioration of property, loss of money or whatever is covered by personal insurance carried by the administrator.

ARTICLE XX

LOCAL TRAVEL ALLOWANCE

Administrators will be paid the established mileage rates for travel (12¢ per mile '73-74) for all reported use of personal automobiles while on school business.

The Department of Business and Finance will provide forms which will be submitted to the Department for reimbursement at appropriate times during the year.

The Board recognizes that an automobile is essential to the performance of an administrator's professional duties.

ARTICLE XXI

INSURANCE

Each administrator will be provided group life insurance with a face value equal to twice the annual salary of that administrator. Administrators shall be covered by workman's compensation insurance, long-term disability insurance upon attaining tenure as a teacher in Grosse Pointe under the state tenure law, and hospital-medical-surgical (Comprehensive BC/BS MVF 2 plus prescription rider) with Master Medical. The Board agrees to continue to provide comprehensive liability insurance protection under the liability policy now carried by the Board for all administrators in its employ, with limits of not less than \$300,000 for a single injury, of not less than \$500,000 for a single occurrence, and of not less than \$50,000 for the property of third parties, against damages arising out of the

negligence of any administrator while acting within the scope of his duties, as such, subject to the exclusion contained in such policy. In addition to these basic amounts of insurance the Board shall provide an Umbrella Liability Policy of not less than \$5,000,000 to supplement and extend the above basic coverage.

ARTICLE XXII

PROFESSIONAL ACTIVITIES

The value and benefits of professional activities to each administrator and to the school system have long been recognized and encouraged by both the Board and the Association. Not only has this enabled our administrators to benefit from the latest thinking and innovations in the field, it has also been the vehicle to keep the image and input of Grosse Pointe on the local, state, and national level.

ARTICLE XXIII

LARGE SCHOOL DIFFERENTIALS

In recognition of increased responsibilities associated with large numbers of pupils and/or teachers, in addition to regular salary, the following provisions are made:

Two percent of the teacher's M.A. maximum shall be paid elementary school principals for each 100 pupils, or major fraction thereof, beyond 600 pupils.

Two percent of the teacher's M.A. maximum shall be paid middle school principals for each 100 pupils, for major fraction thereof beyond 900 pupils.

Both of the above provisions are subject to review if extra administrative help is provided.

ARTICLE XXIV

ADMINISTRATOR ABSENCES

By and large administrators are free to make decisions relative to the use of their time and energies as long as primary duties and responsibilities are being met. However, notification and, in some cases, clearance is essential if other elements or levels of the administration are to be adequately informed.

A. Absences from the building should be noted within the building or the department. The administrator's secretary should be advised. Absences out of the district for more than half a day should also be posted in Department of Personnel.

- B. The Department of Personnel will provide forms which contain provisions for anticipated absences from the district for such reasons as vacations, conferences, conventions, and personal business. All administrators are required to send this completed form to the Personnel Office by the 20th of each month. Changes should be made by telephone as soon as they are known.
- C. Payroll attendance sheets should be annotated regarding all absences from the administrator's regular assignment location which equal or exceed a half day.

ARTICLE XXV

DOUBLE COMPENSATION

Compensation received by an administrator as a result of activities while on an approved leave of absence, with salary, shall not be permitted. The "compensation" shall include monies or other compensation received in consideration of work or other duties performed (e.g. pay earned for teaching a workshop). "Compensation" shall not include bona fide honorarium received in recognition of meritorious public or professional service, which is not specifically related to activities performed while on paid leave of absence.

In all cases where it is anticipated that some form of compensation or honorarium may be received while on or with respect to such leave of absence, a statement regarding same must be made in the application for leave of absence.

In all cases where such "compensation" is received in excess of normal expenses, the excess must be remitted to the Board of Education.

ARTICLE XXVI

RETIREMENT

Regular Retirement - - All administrators who have not sooner retired and who have reached the age of 65 years on or before June 30 of the then current school year, shall be retired on that date.

Disability

The Board of Education reserves the right based upon the advisory opinion of a medical panel to require the retirement of any administrator whose physical or mental health makes it impossible for such administrator to meet the normal obligations of his regular assignment, if such administrator is eligible for disability retirement under the provisions of Michigan Public School Employee's Retirement Act.

Any such disabled administrator who is not eligible under the provisions of such Retirement Act may be required by the Board of Education to take a disability leave of absence in accordance with the provisions of the Michigan Teacher's Tenure Act. Any administrator so placed on an involuntary disability leave of absence shall have a right to hearing thereon in relation to his classroom teachers' status in accordance with the provisions of this Tenure Act, if he has completed his classroom teacher probationary period. In the case of such a Disability Retirement or Disability Leave of Absence, the administrator shall continue to have full rights with respect to Sick Leave and Long Term Disability Insurance Benefits. Prior to requiring an involuntary retirement or leave of absence of an administrator for reason of disability, the Board of Education will, with the consent of the administrator involved, seek the advice of three qualified physicians as to whether such disability exists. This panel of physicians will consist of one physician selected by the administrator, one selected by the Board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only in the matter) shall be placed in writing, with a copy thereof being made available to the administrators. The Board of Education will assume the payment of fees for the services of all three physicians in this regard.

ARTICLE XXVII

EMOTIONAL AND MENTAL HEALTH

In the case of a Retirement or Leave of Absence involving an emotional or mental health problem, the Board of Education shall determine such administrator's ability to return to duty. This determination may be based on an advisory opinion from a panel of three qualified physicians. In such cases, the panel of physicians shall consist of one physician selected by the administrator, one selected by the Board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy thereof being made available to the administrator. The Board of Education will assume the payment of fees for the services of all three physicians in this regard.

ARTICLE XXVIII

REQUIRED TUBERCULOSIS EXAMINATION

A certification of freedom from tuberculosis based on a chest x-ray or tuberculin skin test shall be filed annually by each administrator prior to the opening of his work year. Such certification shall be furnished by a qualified medical authority and be the sole responsibility of the administrator to obtain.

ARTICLE XXIX

EMPLOYEE CONTRACTS

All administrators should make themselves knowledgeable of the provisions currently in effect relative to Board of Education Policies and in each of the several master contracts with employees. Wherever there are doubts or where clarification is required, administrators should call the appropriate central office administrator. Proper implementation of Board of Education policies and master contracts is imperative in maintaining the high quality of employee relations required by the Board of Education.

It is expected that when disciplinary action relating to teachers is necessary, administrators will act within the carefully prescribed procedures of the current Board of Education policies, and the current master agreement with the Grosse Pointe Education Association, and whatever tenure laws may affect such disciplinary action. Adherence to prescribed procedure is not restrictive nor is it confining. It merely provides assurance that the desired action will, in fact, be possible. Good administrative practices determine whether tenure dismissals are decided upon the substance of the case or lost because of poor procedures.

ARTICLE XXX

STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession without interruption of the school program. Accordingly, the association agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any administrator or group of administrators.

ARTICLE XXXI

MATTERS CONTRARY TO AGREEMENT

This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts heretofore in effect.

All individual administrator contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting administrators.

ARTICLE XXXII

DURATION

This agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective July 1, 1973. Notwithstanding the foregoing, however, this agreement shall not become effective unless and until it is:

Ratified by a majority of the members of the association voting at a meeting duly called for such purpose; and

Approved by the Board of Education of The Grosse Pointe Public School System by resolution duly adopted.

This agreement shall continue in full force and effect to and including June 30, 1976, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than seven (7) months nor more than eight (8) months prior to June 30, 1976, or successive anniversaries of such date; and upon the giving of such notice, this agreement shall terminate as of June 30, 1976, or a successive anniversary of such date, as the case may be.

Neither party shall demand any modifications to this agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiations of this agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

Any notices required hereunder shall be sufficient if mailed:

To the Board: % Assistant Superintendent - Personnel
The Grosse Pointe Public School System
389 St. Clair Avenue
Grosse Pointe, Michigan 48230

To The Association:

The then-elected President of the Grosse Pointe Administrators Association at his residence.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education
The Grosse Pointe Public School System

Grosse Pointe Administrators Association

By: _____
President

By: _____
President

Secretary
