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AGREEMENT

MEA GROSSE POINTE BOARD OF EDUCATION

1216 Kendale GROSSE POINTE EDUCATION ASSOCIATION

ARTICLE I PREAMBLE

Recognizing that providing quality education is the paramount aim of the Board and the Association, and that the character of such education depends largely upon the quality and morale of the teaching service, we hereby declare:

WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Board recognizes that teaching is a profession; and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, at a representation election held on November 18, 1965, the Association was selected by a majority of the employees of the Board covered by this agreement, as their exclusive representative for the purposes of collective negotiations with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan on November 29, 1965, and formally recognized as such by the Board on November 29, 1965; and

WHEREAS, during the school year 1965-1966 and following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Board and of the Association concerning such matters; and

WHEREAS, the Board and the Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interests of the residents of The Grosse Pointe Public School System, the students attending school therein, and the teachers represented by the Association.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

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The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the Board, including public librarians, nurses, contracted substitute teachers, first assistant—instructional specialists, and all personnel on paid sabbatical, military, or other approved first—year leave of absence, but excluding administrators, supervisors, maintenance and plant personnel, office workers, and cafeteria workers; which covered employees are hereinafter referred to as "teachers"; in all matters of disputes or grievances which may arise during the term of this contract as to the application, interpretation or compliance of either party of its obligations or rights under this contract.

ARTICLE III 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 the provisions of this Agreement.

It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to hours, wages, and working conditions of teachers, it will give the Association reasonable notice of any proposed rule or policy. Such notification will be given with the objective of affording the Association the opportunity to consult with the Board as to the same before its effective date. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

Notwithstanding the foregoing, the Board has adopted certain personnel policies effective with the 1966-67 school year which have received the specific written approval of the Association covering the following subject matters:

Principles Underlying Salary Schedule Sabbatical Leave Extra Pay for Extra Duty Evaluation of Teachers Hospital-Medical Plan Retirement

It is agreed that such policies will not be modified in any way during the term of this Agreement without the consent of the Association.

The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and Association will meet at least once each month for the purpose of discussing school policies of legitimate concern to the Association, and problems relating to the implementation of this Agreement. These meetings normally will be held after school hours. The Board and the Association will promptly establish rules of procedure for such meetings aimed at making the

same an efficient means of communication between the parties on such matters.

In no event are such meetings to be used for discussion of existing grievances, matters properly within the jurisdiction of the established Personnel Committee or the Professional Study Committee, or by either party to demand any modifications to the provisions of this Agreement.

ARTICLE IV FAIR EMPLOYMENT PRACTICES

The Board agrees that neither it, nor any of its administrative agents, will discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organization.

The Association agrees that it will admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, 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 teacher with the Board.

ARTICLE V EMPLOYMENT STANDARDS

The parties to this agreement reaffirm the retention by the Board of the exclusive authority to select and employ new professional personnel in the School District. However, in keeping with the high standards of the community, the Board agrees to the following statement of policy in this regard:

- 1. To the extent possible, only teachers who possess the highest qualifications will be given consideration for employment in The Grosse Pointe Public School System.
- 2. A teacher (other than nurses) in The Grosse Pointe Public School System shall be the holder of at least a bachelor's degree from an accredited college or university.
- 3. All teachers (other than public librarians and nurses) must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.
- 4. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

6.1 Access to Board Information

The Board agrees to furnish to the Association, upon reasonable request, such information concerning the financial resources of the District, tentative budgetary requirements and allocations, and any other available information as will assist the Association in developing accurate, informed and constructive proposals (which may be made only at the times expressly permitted by this agreement) concerning the rates of pay, wages, hours of work, and other conditions of employment of the teachers, together with such information as may be necessary for the Association to efficiently process any grievance in the grievance procedure.

The Association shall be advised by the Board, whenever possible, of any new or modified fiscal, budgetary or tax programs which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.

It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this agreement, the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board of Education and during the term of this agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceeding under the grievance procedure.

6.2 Use of School Facilities

The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings during such times as the building is covered by the operating staff. Room clearance shall be made with the principal involved.

The Association shall have use of all equipment at such times and under such procedures as approved by the principal or superintendent. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.

All reasonable requests for use of office, lounge, and work room bulletin boards shall be granted to the Association.

School mail service shall be granted to the Association.

The Association agrees to pay for all materials used for its purposes at school cost.

6.3 Payroll Deductions

The Board agrees to deduct from the salaries of teachers, dues for the Association, the Michigan Education Association (MEA) and the National Education Association (NEA), when voluntarily authorized in writing by each teacher desirous of having his dues deducted.

6.3 Payroll Deductions (continued)

Individual authorization forms are to be furnished by the Association, and when executed, filed by it with the Business Office.

Authorizations filed with the Business Office on or before August 15, 1966, will become effective with the first paycheck for the 1966-67 school year. Authorizations filed after August 15, 1966, will become effective with the first paycheck due following thirty days after the filing of such authorization.

Authorizations once filed with the Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the Business Office. Provided, a revocation filed after September 1 of any year shall not be effective until the first paycheck due in the following school year.

Dues for any or all of the above organizations shall be deducted together, as one deduction, in twenty-six equal installments, beginning with the first paycheck due for each school year. Appropriate adjustment will be made in the case of any teacher who receives his salary for July and August in a lump sum.

The Association will, at least sixty days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues, and those of the MEA and NEA, which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.

For purposes of this Article, the term "school year" means the twelve month period beginning with the opening of school in the Fall of each year.

Dues deducted shall be transmitted to the Association on a prompt basis under procedures to be established by the Director of Business and Finance. The Association will be responsible for disbursement of MEA and NEA dues paid to it to the Treasurers of those organizations.

The right to refund monies to teachers deducted from their salaries under such authorizations lies solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

The Board agrees to continue to make voluntary payroll deductions, upon written authorizations therefore, from the salaries of teachers, for the following:

Hospitalization insurance premiums U.S. Savings Bond purchases Established tax deferred annuity plan premiums

and agrees to disburse such deductions for the purposes intended. Procedures for such payroll deductions will be established by the Director of Business and Finance.

6.4 Released Time for Contract Negotiations

The Board agrees that Association members engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement shall be entitled to released time, without loss of salary, as needed, provided the Association agrees to meet for purposes of negotiations on off-duty time to at least the same extent as are conducted on released time.

The released time discussed in the above paragraph shall be for a maximum of five teachers representing the Association. Exceptions to this limit may be permitted if special circumstances prevail.

The released time permitted under this paragraph shall have no application to time spent by Association representatives in utilization of the grievance procedure.

6.6 Released Time for Association Activities

Officers, chairmen, or designated representatives of the Association shall be granted short leaves of absence, without pay, to participate in area, regional, state, and national organizational or business activities of the Michigan Education Association and/or National Education Association, and such business that is necessary to fulfill the function of the Association to the extent allowed and applicable under the law.

ARTICLE VII ASSOCIATION RESPONSIBILITIES

There shall be a Personnel Committee, appointed by the Association, serving in an advisory capacity to the Board, to review and evaluate applications for personal leave, professional growth, sabbatical leave, extra pay for extra duty, and other matters for which this Committee is given responsibility under the contract.

The make-up and size of the above committee, as well as the times and places of meeting, will be determined jointly by the Board and the Association.

ARTICLE VIII PROFESSIONAL STUDY COMMITTEE

The Board and the Association recognize that the school instructional program and related matters are in need of continuing study and improvement.

It is further agreed that the parties will cooperate in an on-going study to assist the Board whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and in any other phase of the instructional program. Therefore, the Association agrees to establish a Professional Study Committee (PSC) for the purpose of providing effective consultation with and assistance to the Board in order that it may make needed improvements in the school instructional program which it determines are feasible. Additional Ad Hoc subcommittees may be established as necessary.

Teacher representatives to the PSC are to be selected by the Association, and together with the Board will develop operating rules for effective consultation with the Board. The initial meeting shall be held on or before October 1, 1966. When meetings are held with the Board's approval during school hours, these days shall be known as teaching days. If extensive consultation or development of the school instructional program requires summer or other vacation participation, the Board agrees to make appropriate compensation for the time involved.

The parties agree that the PSC serves as in an advisory, consultive and fact-finding capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

The PSC may consider, but is not restricted to the following matters:

- 1. Subject matters heretofore considered by the following existing advisory committees; curriculum council, elementary and secondary curriculum committees, textbook selection committees, and philosophy committee, whose functions shall hereafter be exercised by the Professional Study Committee or its Ad Hoc committees.
- 2. Provisions for experimentation and innovation of new instructional methods and techniques.
 - 3. Review of policy on remedial sections in the secondary schools.
 - 4. Assist in the development of written curriculum policies.
- 5. Investigation of the possibility of curriculum coordinators at the elementary, junior high, and high school levels.
- 6. Review of secondary school card-marking policies, and the feasibility of standardizing them for the system.
- 7. Review of policy regarding art, science, and Foreign Language in the elementary schools.
- 8. Review of policies regarding final examinations in the secondary schools.
- 9. Review of the role, function, and distribution of the instructional specialist.
 - 10. Review of policy on teaching spelling in the elementary school.
- 11. Review of policy on reading and literature for the 5th and 6th grades.
- 12. Review of policy on the standardized achievement testing program (Time of testing; optional testing; tests used; use of machine scoring; recording of scores by clerks).
 - 13. Planning or relief time.
 - 14. Formula for professional conference leaves.
 - 15. Tutoring.

ARTICLE IX GRIEVANCE PROCEDURE

9.1. Definitions

- 9.1.1 A "Grievance" shall mean a complaint by a teacher or a group of teachers, based upon an event, conditions, or circumstances under which a teacher works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or of the provisions of this agreement.
- 9.1.2 An "Aggrieved Person" is the person or persons making the complaint, either individually or through the Association.
- 9.1.3 A "Party in Interest" is the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 9.1.4 The term "Days" when used in this section shall, except where otherwise indicated, mean working school days.

9.2.0 General Principles

- 9.2.1 The primary purpose of the procedure set forth in this section is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers. Except as is necessary for the purpose of implementing this section, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure.
- 9.2.2 It shall be the firm policy of the Board of Education to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- 9.2.3 Except as otherwise provided in Paragraph 3.1 hereof, any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person. Provided, however: That the aggrieved person may in no event be represented by an officer, agent or other representative of any teacher organization other than the Grosse Pointe Education Association. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure after the first level.
- 9:2.4 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged and the decision rendered relative to such grievance, together with the supporting reasons for the decision.

- 9.2.5 The failure of an aggrieved person to proceed to the next step 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. Provided however: That in the event new facts are obtained which were not previously known to him, but which if had been known may have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further: That in the event a decision has been rendered in a grievance and such decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at that level at which it had been terminated.
- 9.2.6 If, in the judgment of the Professional Rights and Responsibilities Committee of the Association, a grievance affects a group or class of teachers, the committee may process such a grievance through all levels of the grievance procedure or may submit such grievance in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Four.
- 9.2.7 The failure of an administrator at any step to communicate his decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next step.
- 9.2.8 It shall be the general practice of all parties in interest to process grievance procedures during such times as to not interfere with regular assigned duties. Provided, however: In the event it is mutually agreed by the aggrieved person, the Association and the Board, to hold proceedings during the regular working hours, a teacher engaged during the school day in negotiating in his own behalf or in the behalf of the Association with any representative of the Board, or participating in any level of grievance procedure, including mediation, shall be released from regular duties without loss of salary.
- 9.2.9 It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum and every effort should be made to expedite the process. Provided, however: Time limits may be extended when mutually agreed upon in writing.
- 9.2.10 In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 9.2.11 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, that have been approved by the Board and the Professional Rights and Responsibilities Committee, shall be printed and given appropriate distribution by the Board so as to facilitate operation of the grievance procedure.

- 9.2.12 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 9.2.13 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - (a) The termination of services (or failure to re-employ) by the Board of any probationary teacher;

(b) The placing by the Board of a non-tenure teacher on a third year of probation; or

(c) Any claim or complaint for which there is another remedial procedure, or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

ARTICLE IX GRIEVANCE PROCEDURE

9.3 Procedure

9.3.1 LEVEL ONE

Prior to invoking the grievance procedure at Level Two, a teacher who has a complaint which he believes may be the basis of grievance shall first discuss the matter with his immediate supervisor or principal, whoever is most directly concerned with the problem, with the objective of resolving the matter informally. At such meeting he may have the assistance of his building Association Representative (or alternate) or another teacher assigned to his building (or if the complaining teacher is not a classroom teacher, or another teacher assigned to similar duties). A teacher having such a complaint is expected to bring the matter to the attention of his immediate supervisor and request an informal meeting to discuss the problem not later than 15 days after the event or occurrence which is the basis of the complaint became known to him. The principal or immediate supervisor will make arrangements to hold such meeting within 5 days after receipt of the teacher's request.

9.3.2 LEVEL TWO

In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving notice to his immediate supervisor or principal, and the Association, in writing on approved grievance forms. It is expected that such notice will be filed not later than 3 days after the informal discussion required under Level One.

Within 6 days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his decision relative to the grievance in writing, together with the supporting reasons therefor, and furnish one copy to the aggrieved person and two copies to his Association building representative.

9.3.3 LEVEL THREE

If the aggrieved person desires to appeal the decision of the immediate supervisor or principal, he shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within 6 days after receipt of such decision.

An Ad Hoc Committee, as designated by the Professional Rights and Responsibilities Committee, shall, within 7 days make a judgment on the merits of the grievance.

If the Ad Hoc Committee decides the grievance lacks merit, it shall give written notification to the aggrieved person and the Association's Building Representative that the matter, insofar as the Association is concerned, is terminated, and furnish a notice of its decision to the aggrieved person's principal or immediate supervisor.

If the Ad Hoc Committee decides the grievance has merit, it shall promptly refer such grievance to the Superintendent of Schools.

9.3.4 LEVEL FOUR

Upon receipt of the grievance, the Superintendent of Schools shall designate a committee, which may not exceed 3 persons, to represent the Board in meeting with the Ad Hoc Committee to attempt to arrive at a settlement of the grievance. This Committee may include the Superintendent of Schools, but shall not include any person who has previously been a party of interest to the particular grievance or any member of the Board of Education. Within 10 days after receipt of the written grievance, the Superintendent of Schools and his committee shall meet with the Ad Hoc Committee to consider the grievance. At such meeting the attendance as a witness of any person having knowledge of the matter may be required. The Superintendent or his representative shall prepare promptly a written report of such meeting, including any agreement reached, or if the matter is not resolved, his answer to the grievance, together with supporting reasons, copies of which will be given to the aggrieved person and the Association.

9.3.5 LEVEL FIVE

If the grievance is not resolved by the Superintendent of Schools and/or his Committee and the Ad Hoc Committee, within 5 days of its consideration by them, the grievance may be referred by the aggrieved person to the Board of Education. Within 15 days of receipt thereof by the Secretary of the Board of Education, the Board of Education (in executive session) or a Committee of Board members, but excluding any member who has previously been a party in interest to the matter, shall meet with the Ad Hoc Committee to attempt to resolve the grievance.

9.3.6 LEVEL SIX

If the Board of Education and the Ad Hoc Committee shall fail to resolve the grievance, the aggrieved person or the Association may invoke the mediation procedures of Section 7 of Act 336 of Public Acts of 1947, as amended, of Michigan, and Sections 10, 11, and 25 of Act 176 of Public Acts of 1939, as amended, of Michigan. In such event, the Board and the aggrieved person or Association may be represented in subsequent meetings together or required hearings by such persons, in reasonable number, as they may each determine.

12 9.4 Association Building Representatives One teacher's representative for each school building, selected by the Association, (or an alternate, if the building representative is absent) who shall be recognized by the Board as the official representative of the Association for the teachers in that building for the purpose of receiving official communications under this grievance procedure. ARTICLE X RIGHTS OF THE TEACHER 10.1 Board Support of Teachers in Performance of Duties 10.1.1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom. 10.1.2. The Board acknowledges that exceptional children require special education by specifically certified teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.

10.1.3. Any case of assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid in respect to the services of legal counsel. Such requests shall be made to the Superintendent of Schools whose determination as to whether the conduct of teacher involved justifies any assistance from the Board, and the extent thereof, shall be final.

10.1.4. The Association agrees that all teachers will observe rules respecting punishment of students as established by the Board or required by law.

10.1.5. Teachers are expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of teacher. The Board will provide comprehensive liability insurance protection for all teachers in its employ, with limits of \$500,000 for a single injury, \$1,000,000 for single occurrence, and \$100,000 for the property of third parties, against damages arising out of the negligence of any teacher while acting within the scope of his duties as such. The Board will continue to carry workman's compensation insurance coverage for all teachers in the manner required by the laws of Michigan. Insurance carriers are to be selected by the Board.

10.1.6. No teacher will be required to administer any first aid or medication prescribed for a student.

10.1.7. No teacher shall be required to transport any child for any reason.

10.1 Board Support of Teachers in Performance of Duties (continued)

10.1.8. The Board shall continue to provide in sufficient quantity special and protective clothing and safety devices required by the nature of the teaching assignment, and furnished and uniformly used throughout the school system, and shall provide for the maintaining or replacement of such articles.

10.2 Promotions, Reassignments, and Transfers

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area or special competence and in the school setting best suiting his personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires for changes in assignment. Procedures shall be established to explore such expressed interests as described in the following sections:

10.2.1 Promotions

For the purposes of this article a promotion shall mean a change to an administrative or supervisory position.

During the school year:

Notices of all such vacancies and newly created positions shall be prominently posted in an appropriately designated place in each school or department for not less than 6 teaching days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. In emergencies the Board may fill positions on a temporary basis without giving notice.

Notices of such vacancies and newly created positions shall include: academic and experience requirements; personal skills; responsibilities of the position; the date the position is open; and instructions for filing application.

During a time when school is not in session:

Notices of all such vacancies and newly created positions shall be given, if possible, to all teachers who have previously expressed an interest in such a position and who meet the qualifications for such position.

Notices of such vacancies resulting from mandatory retirements shall be announced on or before November 1 of the school year in which the retirement is mandated. Other such vacancies that occur as the result of announced intent to resign at the end of the school year shall be announced periodically as they are determined.

10.2.2 Reassignments and Transfers

For the purpose of this Article a reassignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher; and, a transfer shall mean a change in school but not in subject or grade level.

Notices of opportunities for reassignment to other than classroom teaching positions for the next school year shall be announced according to the same procedure described above regarding promotions.

Notices of opportunity for reassignment or transfer to other grade levels or teaching subject assignments will be posted periodically as they develop. Instructions for application for such reassignments or transfers shall be included in the notice.

In filling such vacancies, the Board shall consider the recommendation of the receiving supervisor. While the final determination of reassignments and transfers is vested in the Board, it will not reassign or transfer a teacher without prior discussion with the teacher.

10.3 Personal and Private Life

The private and personal life of any teacher is not within the appropriate concern or attention of the Board -- as long as it is consistent with the high standards which the teaching profession has set.

No restriction, other than that of good judgment, is placed upon the freedom of teachers to use their own time for gainful employment insofar as it does not interfere with satisfactory performance of their school duties.

10.4 Personal Property of Teachers

The Board will reimburse teachers, in an amount not to exceed \$100.00, for loss, damage or destruction, while on duty in the school, of his personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear or gradual deteriortation of property, or loss of money. This obligation shall also extend to loss, damage or destruction of a teacher's personal property while left unattended in any automobile parked on school premises, provided such automobile is equipped with a fully enclosed body and the loss is a direct result of forcible entry into a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked. This obligation shall not extend to any loss or damage to motor vehicles of a teacher. Provided, this obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the teacher, and will be payable only after the teacher has first exhausted all possibility of collecting for such loss under his own insurance, if any.

10.5 Monitoring

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio systems, and similar devices shall be used with the full knowledge of the teacher. There shall be no monitoring of the lounges and work rooms. In no case shall a student tape classroom conversations without the consent of the teacher.

10.6 Review of Personnel File

l. Each teacher shall have the right upon request to review the contents of his own personnel files maintained at the individual's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

2. All communications including evaluations by Grosse Pointe administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of such inclusion.

10.7 Teacher Assignment to Administrative Duties

Teachers shall not supervise other teachers. Exceptions to this policy may be made when mutually agreeable for such purposes as chairing committees, leading departmental meetings, or informal evaluation of new teacher applicants.

10.8 Relief from Substitute Responsibility

Teachers shall not be required to assume the responsibilities of absent teachers except in short term emergencies.

The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed.

10.9 Professional Conferences

In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency and enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

10.9 Professional Conferences (continued)

Respecting the uniqueness of each building and/or department, the Board agrees that funds as budgeted shall be provided for such purposes in proportion to the number of teachers and the particular needs of each building or department. A formula by which conference expense funds and substitute teacher allowances are to be allocated will be developed promptly by the Board in concert with the Professional Study Committee.

Travel, meals, lodging, and registration shall be deemed appropriate expenses of the Board as will the cost of substitute teachers needed to relieve participants.

These days shall count as teaching days.

10.10 Visiting Day

Upon recommendation of the principal and approval of the Superintendent of schools, one visiting day per school year for educational purposes may be granted to any member of the professional staff. The Association recognizes that the intent of the Board in providing this day is to allow teachers an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in immediate benefits to the Grosse Pointe program. The Board agrees that this day shall count as a regular teaching day.

10.11 LEAVES

10.11.1 Sick Leave

10.11.11 Tenure and Continuing Contract Teachers

Tenure teachers and those members of the bargaining unit on continuing contract shall provided an unlimited sick leave program for personal illness or disability to the extent of six school months per illness or disability. A long term disability insurance program to cover illnesses or disabilities exceeding six school months shall be provided by the Board, not to exceed \$55 per year per teacher for the 1966-67 school year.

Details of benefits, eligibility, reduction of sick leave salary by reason of workman's compensation, social security and/or retirement benefits, procedures for control of abuses, and related matters shall be studied and agreed to by the Board and the Association not later than September 1, 1966.

Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examination, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods will not be covered.

10.11.12 Probationary Teachers

(1.) Current Allowance

Probationary teachers will be entitled to a current "sick leave" allowance of one day per month, cumulative to 10 days for a fiscal year. The

10.11.12 Probationary Teachers (continued)

1. Current Allowance (continued)

current annual allowance will be advanced at the beginning of the school year.

2. Service Accumulation

All probationary teachers shall be credited with a service accumulation for sick leave purposes at the end of each fiscal year equal to the number of unused days in the current allowance for the year. Such unused sick leave days shall accumulate throughout the probationary period of service.

10.11.2 Extended Leave

With the consent of the Board, a teacher who does not qualify for another type of leave authorized by this agreement, may be granted an extended leave of absence for special personal reasons acceptable to the Board. Such leave shall be without salary and may not exceed a period of two years. The teacher requesting the leave shall give a definite assurance that he intends to return to the employ of the Board at the termination of the leave.

10.11.21 Maternity Leave

A maternity leave of absence without salary for a period of not less than two years may be granted a teacher upon written request. Such request should be filed not more than two months after pregnancy is determined and be properly certified by the teacher's physician.

The Board normally will expect candidates for maternity leaves of absence to terminate their service not later than the close of the fifth month of pregnancy.

10.11.22 Study Leave

A leave of absence for study or cultural travel without salary may be granted on the approval of the Board. This approval shall be based upon specific plans for such study or travel.

10.11.23 Military Leave

- (1) A leave of absence for military service, without salary, shall be granted to any teacher under contract who enters any branch of the armed services of the United States for an extended period of duty. Such teachers shall be entitled to all rights of re-employment by the Board as are provided by state and federal law.
- (2) Inasmuch as certain personnel face short term military obligations from time to time, the Board has adopted policies and regulations to cover such duty under periodic, reserve training type programs.

Military Leave (Continued)

When a teacher is ordered to report for reserve training military duty at a time when it conflicts with his school duties and responsibilities, and no alternative timing or arrangement is possible, a career total of up to ten (10) days leave with salary may be authorized.

Evidence will be required that the military duty is obligatory and that it can not be accomplished at another time when it would not conflict with school responsibilities. If the military duty is of the voluntary nature (reserve program wherein personal advancement and/or pension rights are involved) exceptional extenuating circumstances must be demonstrated if a teacher is to qualify under this leave provision. The assistance of the offices of the principal (or immediate supervisor) as well as that of the Superintendent of Schools should be utilized fully before an insoluble conflict can be presumed to exist.

10.11.24 Exchange Teacher Leave

With the approval of the Board, leave for exchange teacher positions may be granted to tenure teachers, subject to the conditions prescribed by Section 571 of the School Code of Michigan.

10.11.25 Peace Corps and Job Corps Leave

Leave of absence without salary shall be granted to any tenure teacher with five (5) years employment with the Board, who joins the Peace Corps or Job Corps as a full-time participant in either of such programs. Such leave may not extend for more than two (2) school years.

10.11.26 General Provisions

Employees on leave of absence for military service, exchange teaching, Job Corps, Peace Corps, or sabbatical leave shall be entitled to advance on the salary schedule during the period of the leave of absence. No persons on other extended leaves of absence shall be entitled to advance on the salary schedule during the period of such leave. Leave of absence shall not be granted when other gainful employment is the purpose.

Return to duty from extended leaves of absence is subject to the following conditions. Persons accepting such leave of absence do so with full knowledge and acceptance of such conditions:

- (1) Satisfactory evidence of physical and mental health must be filed with the Board as directed before the employee is returned to duty.
- (2) The Board cannot <u>guarantee</u> the return of any employee to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one semester in length; the Board of Education will, however, make every effort to return an employee who has been on leave of absence to the same or a comparable job to that held before the leave, and will extend the leave

General Provisions (continued)

for an additional year if requested to do so by an employee who is unwilling to accept an assignment different from that previously held.

Shorter extended leave of absence (for periods of less than one semester) may be granted by the Superintendent of Schools under such conditions as may be prescribed by the Board of Education.

10.11.3 Personal Leave

Two days per year will be allowed each full-time, regular teacher as leave for reasons of personal business.

Personal leave days are provided for the vast number of legitimate business, professional, and family obligations one regularly encounters and which cannot be met outside the regular school day. They are not provided for casual or indiscriminate use. A statement of purpose to the Director of Professional Personnel will be required prior to the leave. Normally, a short leave application should be processed before the leave occurs, but, in all cases, notification of intent to be absent should be given at the earliest possible time.

10.11.4 Leave for Illness or Death in Immediate Family

Leave for reasons of serious illness or death of members of the teacher's immediate family will be granted as needed on approval of the Board.

The immediate family is defined as consisting of the spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, and the person who stands in place of the family of the teacher.

.TEACHING CONDITIONS

11.1 Physical Environment

* .51

To protect the health, welfare, and safety of students, the Board shall observe the specified capacity of each teaching station. There shall be a continued alertness to prevent hazardous conditions at all times in all buildings. The preservation of safe, wholesome, and pleasant surroundings is a paramount concern of both the Board and the Association.

The arrangment of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher in concert with the principal.

Insofar as possible, lounges, conference rooms, and lavatories shall be conveniently available for the professional staff. These facilities will not be used for regularly scheduled meetings without prior consultation with the building faculty. The Board agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not prevail.

Outside telephones shall be available for teacher use, primarily for professional and/or emergency purposes.

The Board in cooperation with the Association agrees to seek to provide workroom space of suitable size and location in each secondary school to meet the needs of the teachers for such facilities.

Adequate parking facilities will be continued to be maintained and the Board will seek additional parking facilities where needed.

11.2 School Calendar

Prior to the adoption by the Board of the annual school calendar, the Board agrees to schedule a meeting with representatives of the Association, to seek its advice on the content thereof. The Board further agrees that the work year shall not be longer than 190 duty days (as defined below) nor less than 187 duty days. The beginning date of the school year shall not be earlier than the Tuesday following Labor Day and the ending date shall not be later than the 3rd Friday in June.

Duty days are defined as those days when pupils are in attendance, orientation days at the beginning of the school year for all teachers, institute days authorized by the Department of Education, conference and curriculum days, and record days which may occur at mid-year and the close of the school year.

On days preceding holidays or vacations, school will be dismissed at 2:30 p.m.

11.3 The School Day

Basically, the professional job consists of the following fundamental obligations and responsibilities, set within the context of the school day as practiced according to administrative policy:

The School Day (Continued)

- (1) A five period teaching assignment in a six period day. Special responsibility periods may be substituted for a teaching period. In non-period schools, this assignment is considered to be the normal full day, with such adjustment as the principal finds it necessary to make in order to cover various duties and activities of a minor nature, which are assigned on a rotating basis so as to equalize the work load.
- (2) The teacher shall not be required to report for duty earlier than fifteen minutes before the opening of the pupils school day in the morning, and shall not be required to remain longer than one half hour after the close of the pupils school day in the afternoon except for necessary professional meetings.

On Fridays and on days preceding holidays, teachers are free from duty at the close of the pupils school day.

- (3) A preparation period
- (4) Homeroom, or other equal responsibility.

A teacher's day should include a sixty minute lunch period, free from duty, whenever possible.

Each teacher has responsibilities to the school system beyond the standard teaching duties. A teacher will be expected to assume at least one extra school responsibility which is not part of the extra pay program.

Attendance at all regularly scheduled professional meetings (e.g. building, institute, professional organization, etc.) is a normal expectation for all teaching personnel.

Attendance at and participation in P.T.A. meetings, is a normal professional responsibility. The Association and The Board agree that some supervisory responsibilities shared among the faculty on an equitable basis are necessary at student functions. Supervisors will determine to which of these events attendance is expected, which are eligible for extra-compensation, and from which individuals may be excused.

Work which goes beyond the basic professional job definition shall be compensated in excess of the basic salary, in accordance with the extra pay for extra duty program contained in the Handbook of Personnel Policies.

11.4 Calendar of Professional Staff Meetings

The Association shall be consulted by the Board in its construction and in the development of the Calendar of Professional Staff Meetings.

The calendar shall provide released time for six Tuesday afternoon organizational meetings of the Association per school year.

11.5 Faculty Meetings

Building faculty meetings, department meetings and/or system wide meetings will only be called when necessary to the efficient functioning of the school program. They will not continue any longer than essential to accomplish the stated agenda of the meeting, and normally will be limited to one hour.

11.6 Relief from Non-teaching Duties

The Board and the Association agree that a teacher's primary responsibility is to teach and that his energy should be utilized to this end. The Board and the Association recognize that teacher aides and clerical employees are useful and necessary in order to implement this principle. The Association agrees to assist the Board in determining the needs that exist.

Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become a part of the school program. Examples are: collection of monies (e.g., pictures, shop fees, insurance premiums); milk distribution; inventorying of books; typing of tests and duplicating educational materials; and the preparing and sending of form letters to parents.

11.7 Alleviation of Overcrowded Conditions

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both the teacher and the Board.

The Association recognizes that the Board is presently engaged in a building program which will help to alleviate the overcrowding of classes. Certain interim measures have been taken by the Board to relieve this condition (bussing children to less crowded units, employing part-time helping teachers, creating additional teaching stations where possible and practical, etc.) and the Board pledges to continue to seek other reasonable and practical solutions to the problem. The Board further agrees to meet and consult with the Association during the opening weeks of the 1966-67 school year concerning further immediate relief from outsized classes and over-crowded conditions with the understanding that all reasonable means will be implemented by the Board to secure this end.

ARTICLE XII PUBLIC LIBRARIANS AND NURSES

All public librarians and nurses covered by this Agreement, shall be deemed to be in a period of probation during the first two years of their employment with the Board.

Public librarians and nurses who have completed their period of probation with the Board, thereafter shall be entitled to continuing employment in such capacity and may not be discharged or demoted except for reasonable and just cause. Any complaint that a public librarian or nurse has been discharged or demoted for other than reasonable and just cause shall be processed under the grievance procedure provided by Article IX of this Agreement. Any such public librarian or nurse whose services are terminated because of a necessary reduction

Public Librarians and Nurses (continued)

in personnel shall be appointed to the first vacancy on the library or nursing staff of the Board, as the case may be, for which she is qualified.

ARTICLE XIII SALARY SCHEDULE AND OTHER BENEFITS

13.1 Salary Schedules

The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix A to this Agreement, which is attached hereto and made a part hereof. These schedules shall be effective September 1, 1966.

13.2 Long Service Benefits

Upon completion of ten years of service, the following long-service benefits will be paid to eligible teachers, effective September 1, 1966:

10 - 14 years of service 3% of B.A. base

15 - 19 years of service 5% of B.A. base

20 or more years of service 8% of B.A. base

Professional growth shall be associated with eligibility for long-service benefits. To advance to a salary involving a change in the rate of long-service benefits, a teacher must earn a minimum of two semester hours of credit within the five year period immediately preceding the beginning of eligibility for such benefits or for an increased benefit. Normally, these should be graduate college credits which increase professional competence or contribute to intellectual growth.

Prior approval of courses is recommended. The Board may, after consultation with the teacher and the Personnel Committee of the Association, disallow credits for this purpose which do not meet the foregoing standards. Any decision disallowing credits may be appealed through Levels Three and Four of the Grievance Procedure.

Credit for outside experience will be recognized to the same extent as it was recognized at the time of employment. However, when outside experience is involved, no teacher will be eligible for long service benefits until ten years of Grosse Pointe service is completed or the maximum step of the applicable salary schedule is reached, whichever occurs first.

The severance pay and death benefits policies adopted by the Board in 1965 is hereby discontinued; provided that any teacher may receive a severance payment upon termination of his services to the district (except for cause of death) according to such policy adopted by the Board in 1965, if said termination occurs on or before June 30, 1968. Provided further, that such severance payment will be reduced to the extent that any long service benefits have been paid.

Teachers retiring on or before June 30, 1971, will receive long service benefits for which they are eligible during the remainder of their work years

Long Service Benefits (continued)

plus such a sum at retirement as will make the total paid for long service equal to what they would have been entitled to had the 1965 severance pay policy continued in force.

13.3 Required Health and Tuberculosis Examination

All teachers are required to file with the Board an annual certification of satisfactory health status signed by a competent physician of the teacher's own choice. Such certification must be filed prior to the opening of the teacher's work year. The Board will pay an allowance of \$10 to each teacher towards the cost of such examination.

A certification of freedom from tuberculosis must be filed annually by each teacher prior to the opening of the work year. Such certification should be based on a chest X-ray.

13.4 Teacher Pay Period

Teachers will receive paychecks in 26 equal instalments, paid every two weeks for 12 months.

A teacher may request his pay for July and August in a lump sum. Such requests shall be made on forms provided by the Board and delivered not later than April 1 to the Director of Business and Finance. The lump sum payment will be made prior to the last day of school in June.

When a pay period falls within a school vacation period, paychecks will be available on the last teaching day before 11:00 a.m., prior to the school vacation period.

During the summer, paychecks shall be available at the opening of the Business Office on the payroll dates.

13.5 Credit for Outside Experience

A new employee in The Grosse Pointe Public School System will normally receive the minimum salary stated for the position he is to fill. However, professional experience gained outside the School System shall be evaluated by the Board. Credit for such experience shall be allowed as outlined below whenever the Board deems the prior experience is satisfactory and applicable to the assignment involved.

Full credit may be given for up to the first ten years of prior experience. No credit will be given for a fractional part of a year. Credit for up to two years of military service may be given as part of the prior experience allowance.

13.7 Insurance Benefits

The Board agrees to pay into an insurance fund the sum of \$155 per teacher per year to be used in the following manner:

- a. To support a hospital-medical-surgical insurance program as jointly agreed by the Board and Association.
 - b. To pay part of a long term disability insurance program.
- c. Any balance of said monies shall be used for the purpose of providing additional insurance benefits for teachers under a plan to be formulated jointly by the Board and Association prior to September 1, 1966.

13.8 Sabbatical Leave

The compensation for a teacher on sabbatical leave shall be three fourths (3/4) of the base salary he would receive were he on active staff status for the period in which the leave is effective. Sabbatical leaves are available for up to 2% of the staff each year. Regulations governing sabbatical leave are set forth in the Handbook of Personnel Policies.

13.9 Extra Pay for Extra Duty

The Board agrees to pay on a current basis those monies earned for extra pay for extra duty responsibilities which are year-long in nature. Those responsibilities which are not year-long will be paid at the end of the activity involved. The extra pay for extra duty program as outlined in the Handbook of Personnel Policies shall continue in effect for the 1966-67 school year.

13.10 Summer School

The rates of pay and personnel policies which governed the operation of summer school for the summer of 1965 shall remain in effect for the summer of 1966.

13.11 Tuition Reimbursement

In order to encourage in-service growth of the members of the professional staff the Board makes two provisions for recognizing completion of additional professional training.

- a. The Board will pay \$15.00 per semester hour to teachers who complete college credit in approved courses, provided the required application for course approval and proof of credit are filed in accordance with regulations of the Board, PROVIDED FURTHER, that the staff member is actually employed at the time payment is due.
- b. The Board will reimburse the entire tuition cost for courses satisfactorily completed by members of the professional staff if such courses have been organized at the specific request of The Grosse Pointe Public School System and the enrollment of the person concerned has been approved in advance by the Superintendent of Schools; this same 100% reimbursement of tuition costs applies to satisfactory completion of courses enrolled for at the specific request of the Board. Reimbursement for courses completed the second half of our school year and/or in a summer session is made in the month of January; courses completed the first half of our school year are reimbursable in the month of June. The Superintendent of Schools is authorized to make such rules and regulations concerning the administration of this policy as are necessary; such rules shall be reported to the Board for its approval.

ARTICLE XIV STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, 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 will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XV 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 teacher contracts heretofore in effect. All individual teacher 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 teachers represented by the Association.

ARTICLE XVI

AGREEMENTS CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

ARTICLE XVII

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 as of July 1, 1966. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

- (a) Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose; and
- (b) 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, 1969, 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, 1969, or successive anniversaries of such date; and upon the giving of such notice, this Agreement shall terminate as of June 30, 1969, or a successive anniversary of such date, as the case may be.

Provided, however, either the Association or the Board may, by written notice to the other, request amendments to any or all of the provisions contained in Article XIII hereof, entitled "Salary Schedules and Other Benefits" (including Exhibit A to this Agreement and any provisions of the Handbook of Personnel Policies specifically referred to said Article XIII), but excepting Paragraphs 13.4 (Teacher Pay Periods); 13.5 (Credit for Outside Experience);

; such notice to be given not less than seven (7) months nor more than eight (8) months prior to June 30th of each year of this Agreement; and upon the giving of such notice, those provisions of Article XIII hereof (excepting Paragraph 13.4, 13.5 and 13.6) as are listed in such notice shall be subject to negotiation of amendments thereto for the school year beginning the following July 1st.

Excepting as provided in the last subparagraph above, 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

Duration (Continued)

time of negotiation of this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

During the period between the date of execution of this Agreement and the effective dates of its provisions, the existing salary schedule, fringe benefits and other personnel policies now governing the rates of pay, hours of employment and other conditions of employment of the teachers employed by the Board, shall remain in full force and effect.

Any notices required hereunder shall be sufficient if mailed:

To the Board: c/o Director of Professional 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 Education 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 Wayne County, Michigan

President	
Secretary	
se Pointe	Education Association
President	- Negotiator
President	- elect - negotiator
Negotiator	•
Negotiator	
Negotiator	

APPENDIX A

CLASSROOM TEACHERS SALARY SCHEDULE

PROBATIONAR	Y SCHEDULE	STEP	CAREER	SCHEDULE
в.А.	M.A.		в.А.	M.A.
\$5,700	\$6,270	1	\$5,700	\$ 6,270
5,930	6,500	2	5,930	6,500
6,155	6,725	3	6,555	7,125
6,385	6,955	4	6,840	7,440
6,615	7,280	5	7,125	7,750*
6,840	7,510	6	7,410	8,150
7,070	7,740	7	7,695	8,465
7,300	7,955	8	7,930	8,780*
		9	8,265	9,175
		10	8,550	9,490
		11	8,835	9,805*
		12	9,120	10,205
		13	9,405	10,515
		14		10,830

*Professional Growth Plateaus

Intermediate levels of training (in semester hours) will be recognized as follows:

B.A. + 20	M.A. + 10	M.A. + 40	Doctorate
B.A. + 30	M.A. + 20	M.A. + 50	
	M.A. + 30	M.A. + 60	

NOTE: Normally, newly employed teachers will be placed on the probationary schedule. Transfer to the appropriate step on the career schedule will result with the attainment of tenure.

a. The rate of payment for all hours of credits, payable only on attaining one of the above levels, will be .002 of the bachelor minimum per hour of credit. Normally, the courses taken should be for graduate credit and of such nature as will increase professional competence or contribute to intellectual growth. Prior approval of courses is recommended. The Board may, after consultation with the teacher and the Personnel Committee of the Association, disallow credits for this purpose which do not meet the foregoing standard. Any decision disallowing credits may be appealed through Levels 3 and 4 of the Grievance Procedure.

Those possessing an earned doctorate (Ed.D. or PH.D.) will be paid the equivalent of 75 semester hours above the corresponding step on the M.A. schedule.

- b. Steps 5, 8, and 11 on the MA schedule represent plateaus where professional growth must be demonstrated before movement to the next higher step may occur. The following standard shall be applied in evaluating professional growth:
 - 1. The satisfactory completion of a college course which increases professional competence or contributes to intellectual growth.
 - 2. The satisfactory completion of a workshop or other similar experience which may not offer college credit but which can be shown to bring direct value to the teaching assignment of the teacher enrolled: provided further, that this experience can be demonstrated to be equivalent to a college course.

NURSES SALARY SCHEDULE

RN	STEP	A.B.
\$4,900	1	\$5,380
5,100	2	5,600
5,500	3	6,000
5,800	4	6,300
6,100*	5	6,600*
6,500	6	6,945
6,800	7	7,245
7,100*	8	7,545*
7,500	9	7,890
7,800	10	8,190
8,100	11	8,490*
	12	8,835
	13	9,135

*Professional Growth required at Steps 5, 8, and 11 to advance to next higher step. The following standard shall be applied in evaluating professional growth:

- 1. as in A-1 (Teacher Schedule)
- 2. as in A-1 (Teacher Schedule)
- a. A public school nurse works a 10 school month year. Minimum training for employment is the R.N., with Michigan registration being in full force and effect. Preference in employment will be given nurses holding the bachelor's degree in public health nursing.
- b. A public school nurse holding both the bachelor (or higher) degree and a valid Michigan teaching certificate will be paid on the classroom teacher's schedule.

FULL TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

NON DEGREE	STEP	_B.A.	STEP	M.A.
\$5,000	1	\$5,300	1	\$5,500
5,150	2	5,500	2	5,700
5,300	3	5,700	3	5,900
5,450	4	5,900	4	6,100
5,600	5	6,100	5	6,300
5,750	6	6,300	6	6,500
5,900	7	6,500	7	6,700
6,100	8	6,750	8	7,000

NOTE: See Section G of General Provisions

APPENDIX A

GENERAL PROVISIONS GOVERNING THE SALARY SCHEDULES

A. Levels of Training

Definition of Five Year Training

Only those teachers holding a graduate degree based upon 5 or more years of college credit may be placed on the 5 year schedule for salary purposes; except that, the Board is authorized to recognize educational training beyond the bachelor's degree which has not led to a graduate degree for placement on the 5 year schedule. This training must involve time equivalent to a full college year, and be reasonably applicable to increasing the competence of the professional teacher in his present job. Such training not leading toward the graduate degree and taken at the specific request of the Superintendent of Schools may be counted.

Doctoral Schedule

A teacher becomes eligible for this schedule when he receives an earned academic degree of Doctor of Philosophy or Doctor of Education from a recognized college or university.

B. Evidence of Professional Growth

It is the responsibility of each member of the professional staff to present evidence of professional growth in accordance with the following conditions and requirements:

- (1) An official transcript is required as evidence of a college degree.
- (2) Proof of credit indicating a passing grade is sufficient evidence of other college credit earned. Normally, the college's report to the student is satisfactory for this purpose. (College credit earned in the Board-financed extension classes conducted in Grosse Pointe is automatically reported to the Department of Professional Personnel and recorded in appropriate personnel files. Members of the professional staff are responsible for reporting all other college credit earned.)

(3) All records and reports dealing with professional growth should be sent to the Department of Professional Personnel. It is desirable to keep Board office records up to date with reference to all credits earned by the members of the professional staff. Proper notice and request as outlined in sections (1), (2), and (3) above, should be sent to the Department of Professional Personnel as soon as possible after the credit is earned or the activity is completed.

September 1 of each year is the deadline for reporting and requesting professional growth credit for the ensuing school year. Unreasonable delays by colleges in sending proof of credits or degrees earned should be reported by the staff member to the office of the Superintendent for further consideration.

Credit for college courses is given as of the date of the successful completion of the course work, and the equivalent credit allowed for approved travel and other worthwhile experience is given as of the date of its completion; provided that proper reports have been made.

C. Transfer From One Schedule to Another

A teacher earning an advanced degree will be placed on the step of the new schedule corresponding to that occupied on the former schedule. Such transfers will be made once a year, at the beginning of the employment year. Similarly, teachers earning credits advancing them to one of the several intermediate levels of training will receive salary adjustments annually on September 1 following completion of the courses.

D. Annual Increase in Compensation

All teachers who have not reached the maximum salary step in the schedule shall be entitled to annual increases in compensation as set forth in the salary schedules upon fulfillment of the professional growth requirements outlined on the respective schedule; provided, that any teacher whose work is definitely below standard in the judgment of the Board but who shows promise of meeting Grosse Pointe standards with additional experience may be retained on the staff at the same salary of the previous year; provided further, that nothing stated above is to imply that the Board may not terminate the employment of manifestly unfit teachers within the provisions of The Michigan Teachers' Tenure Act.

E. Evaluation of The Work of Teachers

The work of all teachers shall be evaluated in writing by the Board by March 15 of the first and second year of employment (probationary years) and each third year thereafter.

More frequent evaluations may be requested by the Board if considered necessary.

Evaluation of The Work of Teachers (continued)

Teachers shall have the opportunity to discuss the evaluations, a reasonable length of time to react or prepare a supplementary statement for inclusion in the evaluation if he wishes, and a copy of the evaluation for his own files if requested.

F. Salaries of Professional Public Librarians

A professional public librarian works an 11-month year and is paid on the basis of a formula applicable to the teachers' schedule. The annual (11-month) salary of the professional public librarian is determined by adding five (5) percent to the corresponding teachers' annual (10-month) salary.

G. Full-Time Substitute Teachers

Full-time substitute teachers are appointed for a period of one semester or less (a minimum of 20 consecutive teaching days in one assignment) in order to fill vacancies which develop at such a time as to make the employment of a contract teacher impossible or inadvisable. The Board of Education assumes no responsibility for continuing any full-time substitute's service beyond the period stated in the written offer of employment. It is the normal policy of the Board of Education to fill all teaching positions with regular contract teachers. Seniority in full-time substitute service will be recognized, however, in filling positions which are to be filled with temporary appointees (assuming, of course, that the teacher is qualified for the specific assignment).

In determining the initial schedule placement of a full-time substitute, allowance may be made up to and including Step 4 for teaching experience either in Grosse Pointe or elsewhere. Changes in basic rate of pay will be made only once in a school year. In other words, a full-time substitute who is offered a position on Step 2 of the schedule during the first semester who may be invited to continue for a full-time substitute basis the second semester, will remain on Step 2 during the second semester.

Full-time substitute teachers are entitled to the same vacation with pay and sick leave privileges as are probationary teachers; provided, that the period of accumulation of unused sick leave days is limited to the period of continuous service.

Any full-time substitute teacher who meets the employment standards stated in Article V of the master agreement is eligible for consideration for appointment on a regular contract basis if a vacancy exists in the contract staff for which the full-time substitute is qualified. The initial salary as a contract teacher for a person who has been a full-time substitute shall be that salary next in advance of the one the teacher would be entitled to as a full-time substitute.