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June 30, 1971

# AGREEMENT

BETWEEN THE

# GROSSE POINTE BOARD OF EDUCATION

AND THE

# GROSSE POINTE EDUCATION ASSOCIATION

1969-70 and 1970-71

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THE GROSSE POINTE PUBLIC SCHOOL SYSTEM

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# Agreement

between the

## Grosse Pointe Board of Education

and the

### **Grosse Pointe Education Association**

THIS AGREEMENT entered into this 3rd day of November, 1969, by and between the BOARD OF EDUCATION of THE GROSSE POINTE PUBLIC SCHOOL SYSTEM, WAYNE COUNTY, MICHIGAN, hereinafter called "the Board," and the GROSSE POINTE EDUCATION ASSOCIATION, hereinafter called "the 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, the Association is the certified and exclusive representative of the employees of the Board covered by this Agreement for the purposes of collective negotiations with the Board with respect to their rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, following extensive professional negotiations between representatives of the parties, understandings were reached between the representatives of the Board and the Association concerning such matters for the school year 1969-70 and 1970-71; 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:

## ARTICLE II

### RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel employed by the Board, including public librarians, nurses, school psychologists, contracted substitute teachers, school social workers, and all personnel on paid sabbatical, military, or other approved first-year leave of absence (excluding administrators, supervisors, maintenance and plant personnel, office workers, and cafeteria workers) in all matters of disputes or grievances which may arise during the term of this Agreement as to the application, interpretation, or compliance of either party of its obligations or rights under this Agreement. All employees of the Board covered by this Agreement are hereinafter referred to as "teachers."

#### 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 other provisions of this Agreement, which rights shall include, by the way of illustration and without limiting the generality of the foregoing, the following:

- 3. 1. To manage and administer the School System its properties and facilities and to direct its administrators, teachers and other employees in the course of their duties.
- 3. 2. To hire all teachers and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment (including the making of periodic evaluation of teachers) or their dismissal or demotion, to assign duties, responsibilities and the place of work to teachers, and to promote, re-assign and transfer any such teachers.
- 3. 3. To establish levels and courses of instruction (including special programs) and other athletic, recreational and social events for students, and to determine the basic and generally accepted methods of instruction, and to adopt textbooks and other teaching materials and aids.

- 3. 4. To establish rules for the maintenance of discipline and order of students in the schools and procedures for enforcement of such rules. The Board agrees to seek the advice of the Association and consider its recommendations prior to the adoption of any such rules.
- 3. 5. To adopt the annual budget for the School District, and to submit to its electorate such propositions for authority to borrow monies or increase the constitutional tax rate limitation, and to levy such taxes, as it may deem necessary, and generally to exercise full control over the financial affairs of the School District.
- 3. 6. To establish and 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 shall give the Association reasonable notice of any proposed rule or policy. Such notification shall be given to afford 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.

None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this Agreement.

Notwithstanding the foregoing, the Board has adopted certain personnel policies effective for the 1969-70 AND 1970-71 school years which have received the specific approval of the Association, covering the following matters:

Principles Underlying the Salary Schedule
Salary Placement and Professional Growth
Double Compensation
Health and Tuberculosis Examinations
Professional Contracts
Teacher Tenure
Retirement
Leaves of Absence
Disciplinary Action Against Professional
Personnel
Suspension—Expulsion
Tax Sheltered Annuity Plan
Tutoring

It is agreed that such policies shall not be modified in any way during the term of the 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 representatatives of the Board and the Association shall meet at least once each month to discuss school policies of legitimate concern to the Association and problems

relating to the implementation of the Agreement. These meetings normally shall be held after school hours. The Board and the Association shall promptly establish rules of procedure for these meetings aimed at making them 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 committees or the Professional Study Committee, or by either party to demand any modifications to the provisions of the Agreement.

### ARTICLE IV

### FAIR EMPLOYMENT PRACTICES

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

The Association agrees that it shall admit all teachers 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 teacher with the Board.

The Board and the Association, in recognition of the desirability of a diversified teaching faculty, reaffirm a policy of actively seeking representation from all racial and ethnic groups.

# ARTICLE V EMPLOYMENT STANDARDS

The parties to this Agreement reaffirm the Board's 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:

- 5.1 A teacher (other than a nurse) shall be the holder of at least a bachelor's degree from an accredited college or university.
- 5.2 A teacher (other than a public librarian, school social worker, school psychologist, or a nurse) shall hold a Michigan Teacher's Certificate valid for his work assignment. Failure to have or keep such certificate shall invalidate the contract of any teacher.
- 5. 3 To the extent possible, only teachers who possess the highest qualifications shall be given consideration for employment.
- 5.4 Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

### ARTICLE VI RIGHTS OF THE ASSOCIATION

### 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 School District, tentative budgetary requirements and allocations, and any other available information that 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 that may be necessary for the Association to process efficiently any grievance in the grievance procedure.

The Association shall be advised by the Board 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 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 times when 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 times and under procedures approved by the principal or Superintendent of Schools. The Association agrees to reimburse the Board for any damage to equipment entrusted to its use and care.

All reasonable requests or use of office, lounge, and workroom bulletin boards shall be granted to the Association.

School mail service shall be granted to the Association.

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

### 6.3 Payroll Deductions for Association Dues

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.

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

Authorizations for deductions shall be on file with the Business Office three weeks prior to the initial deductions for the school year. Thereafter, individual authorizations shall become effective thirty (30) days after the filing of such authorizations.

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 the first day of a school year shall not be effective until the first paycheck of the succeeding school year.

Dues for any or all of the above organizations shall be deducted together, as one deduction, in equal instalments spread from the initial deduction paycheck through the last pay period for the school year.

The Association shall, 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 these dues shall not be subject to change during that entire school year.

For purposes of this Article, the term "school year" shall mean the twelve-month period beginning with the opening of school in the fall of each year.

Dues deducted shall be sent to the Association promptly under procedures to be established by the Director of Business and Finance. The Association shall be responsible for disbursement of MEA and NEA dues paid to it to the Treasurers of those organizations.

The right to refund to teachers monies deducted from their salaries under such authorizations shall lie 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.

### 6.4. Other Payroll Deductions

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

Hospitalization insurance rider premiums U.S. Savings Bonds purchases Detroit Teachers Credit Union Established tax-deferred annuity plan premiums;

and agrees to disburse these deductions for the purposes intended. Procedures for these payroll deductions shall be established by the Director of Business and Finance in consultation with the Association.

### 6.5. 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, as needed, without loss of salary; provided, the Association agrees to meet for purposes of negotiations on

off-duty time at least to the same extent as on released time.

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

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

At the beginning of every school year, the Association shall be credited with fifteen days to be used by teachers who are officers or designated representatives of the Association to participate in area, state, or national activities of the Association. In the event that additional days are needed, the Association agrees to remit to the Board the costs of substitute teachers for said days. If the total number of days used for the purpose reaches twenty-five (25) in a single school year, the Association shall seek approval from the Board for additional days as it may deem necessary. Notification of intent to be absent shall be given not less than 48 hours in advance of the date for intended use of said leave, except in cases of emergency.

#### 6. 7. Released Time for Association President

The Association president shall be granted full release time from his teaching duties to assist teachers and to confer with Board representatives in matters of implementation and interpretation of this Agreement. The president shall be paid one-half of his base salary and full related fringe benefits.

The president's return to his former position shall be guaranteed (subject to the provisions of Article XIV) if a qualified teacher can be secured who is willing to accept a one-year assignment to the position to be vacated. He shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

#### 6.8. Released Time for PSC Chairman

The Association Chairman in charge of the Professional Study Committee shall be provided, without loss of pay, five days of released time plus such other time as is approved by the Assistant Superintendent of Instruction to consult with teachers and with Board representatives in matters relating to school instructional program.

#### 6. 9. Board Agenda Items

The Association may submit agenda items for possible consideration at regular Board of Education meetings at least three working days prior to the regular meeting. A copy of the agenda shall be provided the Association prior to each regular meeting of the Board. A copy of the minutes of each regular Board of Education meeting shall be provided the Association.

### ARTICLE VII

### PERSONNEL COMMITTEES

The Association shall appoint personnel committees to serve in an advisory capacity to the Board

to review and evaluate applications for personal leave, professional growth, sabbatical leave, conference and convention expenses, extra-pay for extra-duty, and other matters for which these Committees are given responsibility under this Agreement.

The composition and size of the personnel committees, as well as the times and places of meeting, shall be determined jointly by the Board and the Association.

### ARTICLE VIII

### PROFESSIONAL STUDY COMMITTEE

### 8.1. General Provisions

The Board and the Association recognize that the school instructional program and related matters need continuing study and improvement. It is further agreed that the parties shall 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, curiculum, and any other phase of the instructional program. Therefore, the Association and the Board agree to continue a Professional Study Committee (PSC) to provide effective consultation with and assistance to the Board in making needed improvements in the school instructional program. Additional ad hoc subcommittees may be established as necessary.

#### 8. 2. Nature of Committee

Teacher representatives to the PSC are to be selected by the Association and together with Board representatives shall develop operating rules for effective consultation with the Board. When meetings are held with the Board's approval during school hours, these days shall count 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. (See Appendix B)

#### 8. 3. Function of Committee

The parties agree that the PSC serves 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.

### 8.4. Areas of study

PSC shall involve itself in all aspects of the instructional program with primary emphasis on curriculum development, educational philosophy, student and program evaluation, content, organization, materials, and teaching techniques.

# 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, condition, or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or misapplication of established policy or any provisions of this Agreement.

- 9.1.2. An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.
- 9.1.3. A "Party in Interest" shall mean 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 Article shall mean duty days, except where otherwise indicated.

### 9.2. General Principles

- 9. 2. 1. The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate to provide a minimum interruption of a normal school day.
- 9.2.2. It shall be the firm policy of the Board 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 Section 9. 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, the aggrieved person shall in no event be represented by an officer, agent, or other representative of any teacher organization other than the 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 through Level Three of the grievance procedure if the adjustment is not inconsistent with the terms of this Agreement; provided, 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 decisions rendered relative to these grievances, together with the supporting reasons for the decisions.
- 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, in the event new facts are obtained which were not previously known to him but which, if they had been known, might 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, in the event a decision has been rendered in a grievance and the 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 the 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 of Schools directly, and the processing of such a grievance shall be commenced at Level Four.
- 9. 2. 7. At any level the failure of an administrator 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 level.
- 9. 2. 8. It shall be the general practice of all parties in interest to process grievance procedure during time which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, on his own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties without loss of salary.
- 9. 2. 9. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.
- 9.2.10. If 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 year or as soon thereafter as possible.
- 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.
- 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:

Failure to re-employ or the termination of the services of any probationary teacher;

The placing of a non-tenure teacher on a third year of probation; or

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).

### 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 a grievance shall first discuss the matter with his immediate supervisor or principal, whoever is more directly concerned with the problem, to resolve the matter informally. At this meeting he may have the assistance of his Association Building Representative (or alternate) or another teacher assigned to his building (or if the complaining teacher is not a classroom teacher, another teacher assigned to similar duties). A teacher having 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 becomes known to him. The principal or immediate supervisor shall make arrangements to hold such meetings within 5 days after receipt of the teacher's request.

### 9.3.2. LEVEL TWO

If a complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving written notice to the Association and to his immediate supervisor or principal 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 in writing concerning the grievance, 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 the decision.

An ad hoc Committee, appointed 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 Building Representative that the matter is terminated, and furnish a notice of its decision to the aggrieved person's principal or immediate supervisor. In such event, the

aggrieved person shall have no rights to further process the grievance and the grievance shall be considered settled for all purposes based on the last answer given to the grievance by the teacher's immediate supervisor or principal.

If the ad hoc Committee decides the grievance has merit, it shall promptly refer the grievance to the Superintendent of Schools.

### 9.3.4. LEVEL FOUR

Upon receipt of the grievance, the Superintendent of Schools shall appoint a committee which shall 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 in 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. Any person having knowledge of the matter may be required to attend this meeting as a witness. The Superintendent of Schools or his representative shall prepare promptly a written report of this meeting, including any agreement reached, or if the matter is not resolved, his answer to the grievance, together with supporting reasons, copies of which shall 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 members (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. Disposition of the grievance in writing by the Board shall be made no later than 7 days thereafter, and a copy of such disposition shall be furnished to the Association.

### 9.3.6. LEVEL SIX

Any grievance which remains unsettled after having been fully processed through Level Five of the grievance procedure shall be submitted to binding arbitration upon the written demand of the Association under the voluntary labor arbitration rules of the American Arbitration Association. In order to be effective, such written demand must be made within sixty (60) days after the final answer of the Board of Education to the grievance has been given to the Association in Level Five of the grievance procedure. If such a demand is not made within said 60-day period, the grievance shall be deemed settled on the basis of the last answer of the Board in Level Five. Except where modified by written agreement signed by the Board and the Association, the voluntary labor

arbitration rules of the 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 teacher(s) involved in the grievance.

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

- 9.3.6.1. 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 be in writing and shall cover only the issues in dispute without recommendations as to other matters.
- 9.3.6.2. 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.
- 9.3.6.3. 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 grievances submitted to arbitration arising out of the same incident and involving similar questions in dispute.
- 9. 3. 6. 4. 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.

### 9. 4. Association Building Representatives

One Association representative in each building, selected by the Association, shall be recognized by the Board as the official representative of the Association for all the teachers in that building in all matters relative to this Agreement.

# 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 emotionally disturbed and mentally handicapped children require special education by specifically certified teachers and that their presence in regular classrooms may affect the normal instructional program. Care shall be given to the placement of such students in the regular classroom. The size of class and the training and experience of the teacher shall be part of the consideration for placement. The Board agrees to continue to seek methods of expanding appropriate programs to serve such children.

- 10. 1. 3. Any 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 for the services of legal counsel. These requests shall be made to the Superintendent of Schools, whose determination of whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof, shall be final.
- 10. 1. 4. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law. The Board agrees to seek the assistance and advice of the Association in the development of rules governing the conduct and disciplining of students.
- 10..1.5. Teachers shall be 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 the teacher. The Board shall provide comprehensive liability insurance protection under the liability policy now carried by the Board 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, subject to the exclusion contained in such policy. The Board shall 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 (other than a nurse) shall be required to administer any first aid or medication prescribed for a student. It is the responsibility of the teacher to exercise reasonable protective attention to a student and take immediate steps to notify the proper authorities in the event of a student injury.
- 10.1.7. No teacher shall be required to transport any child for any reason.
- 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, now furnished and uniformly used throughout the school system, and it shall provide for the maintenance and/or replacement of such articles. Other similar needs shall be considered by the Board upon request of the Professional Study Committee.

### 10. 2. Assignments, Reassignments, and Transfers

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances. Therefore, the Board shall provide opportunities for teachers to express their desires in as-

signment. In no case shall a teacher be assigned outside the scope of his teaching certificate.

The Board and the Association agree that teaching assignments for the ensuing year should be identified as soon as possible. Each teacher shall be given written notice of his probable schedule for the forthcoming year no later than the preceding first day of June. The method of notification may take the form of the publication or posting of the tentative master schedule of that building for the following year. In the event that changes are necessary after the notice is given, the teacher involved shall be notified promptly.

### 10. 2. 1. REASSIGNMENT AND TRANSFERS

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

# 10. 2. 1. 1. Requests by a teacher for Transfer or Reassignment

Requests by a teacher for transfer or reassignment shall be made in writing on forms furnished by the Board. The teacher shall file one copy with the Superintendent and shall file one copy with the Association. The application shall set forth the reasons for transfer or reassignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year prior to February 1 to assure active consideration by the Board.

### 10.2.1.2. During the school year,

When vacancies and newly created positions in the professional staff are determined to exist, notices shall be prominently posted in an appropriately designated place in each school or department for not less than 6 days prior to the closing date for filing applications. However, after May 15, transfer to types of positions which are typically open annually shall not be made unless extraordinary circumstances exist.

Notices of atypical vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open, and instructions for filing application.

Notices of vacancies resulting from mandatory retirement shall be announced on or before November 1 of the school year in which the retirement is mandated.

The Association and the Board recognize that when atypical vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. When such vacancies are determined to exist the usual procedures of posting and filing of applications shall be followed. When the vacancy is filled from within the district, the superintendent will authorize the reassignment or transfer when, in his reasonable judgment, the least disruption to the existing instructional program would take place.

## 10. 2. 1. 3. During a time when school is not in session:

Notices of all atypical vacancies and newly created positions shall be given to all teachers who have previously expressed interest in such positions and who meet the qualifications therefor.

## 10. 2. 2. INVOLUNTARY TRANSFER OR REASSIGNMENT

An involuntary transfer shall be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify, in writing, the affected teacher as to the nature of the emergency or the disruption of the instructional program requiring his transfer. The teacher being transferred to a position for which he did not formally apply shall be, by definition, on involuntary transfer. The Board shall make every effort to return said teacher to his previous building assignment no later than the following school year provided the return will not cause further disruption of the instructional program.

An involuntary reassignment shall be made only in case of emergency or to prevent undue disruption of the instructional program. The principal or immediate supervisor shall notify, in writing, the affected teacher as to the nature of the emergency or the disruption of the instructional program requiring his reassignment. The teacher being reassigned to a position for which he did not formally apply shall be, by definition, on involuntary reassignment status. The Board shall make every effort to return said teacher to his previous building assignment no later than the following school year provided the return will not cause further disruption of the instructional program.

The teacher may elect to abandon his status as an involuntary transferee or assignee for the position to which he was transferred or assigned by filing a formal application as approved in 10. 2. 1. 1. of this Agreement.

Notwithstanding the above, certain transfers and reassignments may be made by the Board when in its judgment the teacher is not as effective in a particular position as he would be in another. Such transfers and reassignments would be considered involuntary as defined above and shall be subject to the grievance procedure.

### 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 shall be placed upon the freedom of a teacher to use his own time for gainful employment insofar as it does not interfere with satisfactory performance of his school duties.

### 10. 4. Personal Property of Teachers

The Board shall reimburse a teacher, in an amount not to exceed \$100.00, for loss, damage, or destruc-

tion, 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 deterioration 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. This obligation shall not extend to any loss or damage to motor vehicles of a teacher. This obligation shall extend only to (that portion of) any such loss not covered by insurance taken out by the teacher and shall 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. Closed-circuit television, public address or audio systems, and similar devices shall be used only with the full knowledge of the teacher. There shall be no monitoring of the lounges and workrooms. In no case shall a student tape classroom conversations without the consent of the teacher.

### 10. 6. Review of Personal File

- 10.6.1. Each teacher shall have the right upon request to review the contents of his own personal files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.
- 10.6.2. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- 10.6.3. All communications, including evaluations by Grosse Pointe administrators, commendations, and validated complaints directed toward the teacher which are included in the personal file, shall be called to the teacher's attention at the time of inclusion.
- 10. 6. 4. Materials shall be removed from the personal file if and when a teacher's claim that such material is inaccurate is sustained through the grievance procedure.

### 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 evaluations 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.

It is the sole responsibility of the Board to arrange for substitute teachers. 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 to enhance the educational program of the School District, teachers shall be encouraged to participate in such meetings.

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. The Board in concert with the Association shall continue to strive for an equitable allocation of funds for conference expenses and substitute teacher allowances.

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

Approved professional conference days shall count as teaching days.

### 10. 10. Visiting Day

Upon recommendation of the principal and approval of the Board, one visiting day per school year for educational purposes may be granted to any teacher. 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 benefits to the Grosse Pointe program. Prior approval of such a leave is necessary and is granted for the sole purpose intended.

An approved visiting day shall count as a teaching day.

### 10.11. Leaves of Absence

### 10.11.1. SICK LEAVE

### 10. 11. 1. 1. Tenure and Continuing Contract Teachers

Tenure teachers and those members of the bargaining unit on continuing contract shall be provided an unlimited sick-leave program for personal illness or disability to the extent of six school months (120 duty days) per illness or disability. A long-term disability insurance program to cover illnesses or disabilities exceeding six school months shall be supported by the Board as provided in Appendix D of this Agreement for the duration of this Agreement.

Details of benefits, eligibility, reduction of sickleave salary by reason of workman's compensation, social security and/or retirement benefits, procedures for control of abuses, and related matters shall be those jointly ageed upon by the Board and the Association and set forth in the Personnel Policy Handbook (revised 1969).

Only personal illness or disability and/or emergency medical procedures shall be covered by said sick-leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

### 10. 11. 1. 2. Probationary Teachers

### 10. 11.1. 2. 1. Current Allowance

Probationary teachers shall be provided a sick-leave allowance of one day per month, cumulative to 10 days for a school year. This annual allowance shall be available at the beginning of the school year. By executing a non-interest-bearing reimbursement agreement probationary teachers may borrow from their 10-day sick leave allowance due in the second year of their employment. If in a normal two (2) year period of probation, more than twenty (20) sick leave days are required, the teacher shall be subject to loss of pay.

### 10. 11. 1. 2. 2. Service accumulation

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

### 10.11.2. EXTENDED LEAVE

Extended leave is defined to be one or more semesters in length. The service requirement for an extended leave is no less than two years of teaching in The Grosse Pointe Public School System.

### 10. 11. 2. 1. Special Extended Leave

With the consent of the Board, and in consultation with the Association, 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 reasons acceptable to the Board. This leave shall be without salary and shall not exceed a period of two years except where a leave is granted for the purpose of holding full time public office when the leave may be extended to four 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. 2. 2. Maternity Leave

A maternity leave of absence without salary (normally for two years) may be granted a teacher upon written request. This request shall be filed not more than two months after pregnancy is determined and certified in writing by the teacher's physician. The Board normally shall expect candidates for maternity leaves of absence to terminate their service not later than the close of the fifth month of pregnancy.

A teacher who accepts a child through legal adoption shall be extended the same privileges as staff members expecting a natural born child. Said leave shall be available upon the awarding of custody of the child by order of the Probate Court.

### 10. 11. 2. 3. Study Leave

A leave of absence for study or cultural travel without salary may be granted on the approval of the Board in consultation with the Association based upon specific plans for such study or travel. Study or travel should be related to the teacher's licensed field or anticipated teaching assignment or indicate probable advantage to the school system. The teacher requesting the leave shall give assurance that he/she intends to return to the employ of the Board at the termination of the leave.

### 10. 11. 2. 4. Military Leave

10. 11. 2. 4. 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 forces of the United States for an extended period of duty. These teachers shall be entitled to all rights of reemployment by the Board as provided by state and federal law.

10. 11. 2. 4. 2. The following policies shall govern short term military obligations of teachers under Reserve or National Guard training programs:

When a teacher is ordered to report for reserve or National Guard 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 10 days leave with salary shall be authorized.

When the teacher without his consent is ordered to short tours of duty (not to exceed ten school days per school year) and the duty required results in the teacher exceeding a career total of ten days (emergency short-term mobilization excepted), the Board shall pay the teacher the difference between his regular salary for the period and the base pay obtained from the State of Michigan or other governmental authority for said military service. The intent of this provision is not to cover the annual encampment or cruise normally required of Reservist or National Guard personnel. Prior to payment the teacher shall file in the personnel office of The Grosse Pointe Public School System a letter from his commanding officer stating the period of active duty and the base pay for periods exceeding ten school days per year, except as provided for in emergency call-up as described in the following paragraph.

If the teacher is ordered to report for an emergency call-up (such as to quell domestic disorders as prescribed by State and Federal law) a 30-school day limit per school year shall apply, subject to possible extension by the Board.

Evidence shall be required that military duty is obligatory and that it cannot be accomplished at a time when it will not conflict with the school

responsibilities of the teacher. Emergency call-up will be supported by proper documentation upon return to teaching assignment.

### 10. 11.2. 4. 3. Voluntary duty with Reserve and/ or National Guard

If the military duty is of a voluntary nature (Reserve or National Guard program wherein personal advancement and/or pension rights are involved) exceptional extenuating circumstances must be demonstrated if a teacher is to qualify for leave. Voluntary participation shall not qualify said teacher for salary consideration as discussed in this section of the Agreement.

The assistance of the offices of the principal (and/or immediate supervisor) as well as that of the Superintendent of Schools shall be utilized fully before an insoluble conflict can be presumed to exist.

### 10. 11. 2. 4. 4. Selective Service Examination

The Board shall grant a teacher up to 2 days (with pay) to take the Selective Service physical examination. Said time shall be in addition to any other leave provided for in this Agreement.

### 10. 11. 2. 5. Exchange Teacher Leave

With the approval of the Board, and in consultation with the Association, 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. 2. 6. Peace Corps and Job Corps Leave

Leave of absence without salary shall be granted to any teacher who has completed 1 year of teaching on tenure in Grosse Pointe and who joins the Peace Corps, Job Corps, or other similar organization as a full-time participant. This leave shall not extend for more than two school years. The teacher requesting the leave shall give assurance that he intends to return to the employ of the Board at the conclusion of the leave.

### 10. 11. 2. 7. Association Leave

A teacher who is an elected officer of the Michigan Education Association or the National Education Association, shall upon proper application, be given a one-year leave of absence without pay for purposes of performing duties for the Association. Said teacher shall receive credit toward regular salary increment. Extension of said leave shall be jointly agreed to by the Board and the Association.

### 10. 11. 2. 8. Sabbatical Leave

The compensation for a teacher on sabbatical leave shall be three-quarters of his base salary during the period he is on leave. Sabbatical leaves shall be available for up to two per cent of the staff each year.

The applicant's return to his particular position shall be guaranteed (subject to Article XIV) if a qualified teacher can be secured who is willing to accept a one-year assignment to the position to be vacated. A teacher who wants to return to an exact position may elect to postpone an approved sabbatical leave until a year when a suitable temporary replacement may be secured. (See Personnel Policies Handbook for additional regulations.)

### 10. 11. 2. 9. General Provisions

Teachers on leave of absence for military service, exchange teaching, Job Corps, Peace Corps, Sabbatical Leave, and overseas dependent school teaching shall be entitled to advance one step on the salary schedule for each year of the leave of absence, provided professional growth requirements can be met.

Teachers on leave who return to duty at the beginning of a school year shall advance to the next step on the salary schedule, upon their return, if they have completed one semester or more of teaching with The Grosse Pointe Public School System during the school year in which the leave was granted.

No teacher on other extended leaves of absence shall be entitled to advance on the salary schedule during the period of the leave. Leaves of absence shall not be granted when other gainful employment is the purpose.

Return to duty from extended leaves of absence shall be subject to the following conditions.

10. 11. 2. 9. 1. Satisfactory evidence of physical and mental health shall be filed with the Board as directed before the teacher is returned to duty.

10. 11. 2. 9. 2. Unless specifically provided for in another section of this Agreement, there is no guarantee that any teacher shall be returned to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one semester. The Board shall, however, make every effort to return a teacher who has been on an extended leave of absence to the same or comparable job to that held before the leave, and shall extend the leave for an additional year if requested to do so by a teacher who is unwilling to accept a different assignment.

Leave of absence for a period of less than one semester may be granted by the Superintendent of Schools under conditions prescribed by the Board.

### 10. 11. 3. BUSINESS LEAVE

Two days per year shall be provided each regular teacher (other than a contracted substitute) as leave for personal business.

It is agreed that business leave days are provided for the vast number of legitimate business, professional, and family obligations a teacher regularly encounters and which cannot be met outside the regular school day. Normally, a short-leave application shall be processed before the leave occurs, but, in all cases a short leave application shall be placed on file. Notification of intent to be absent shall 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 a teacher's immediate family shall be granted as needed on approval of the Board.

A member of the immediate family shall mean a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, or a person who stands in place of the family of a teacher. (It is understood that teachers shall seek outside assistance in caring for members of their family where minor illness occurs.)

### 10.11.5.1. Court Appearance

A teacher shall be compensated by the Board to the extent of the difference between the teacher's daily salary and the amount he is paid for a required appearance in a court of record as a plaintiff, defendant or witness under subpoena in a case connected with the teacher's employment. The same shall hold true when a teacher is subpoenaed as a witness to appear in a court of record. This does not include compensation for time spent attending discovery proceedings related to such cases.

### 10. 11. 5. 2. Jury Duty

A paid leave of absence shall be granted any teacher who is summoned and reports for jury duty during the months of October through April, provided the Board shall only be obligated to pay an amount equal to the difference between the teacher's daily salary and the amount he is paid by the court for said duty. However, the teacher shall report for work on those duty days of the week when the court rules or custom dictates that no jury trials are to be conducted, or the jury panel is not required to be in attendance at court. Any teacher assigned to jury duty shall promptly inform the Department of Personnel of any days he will be available for teaching duties during said period.

# ARTICLE XI TEACHING CONDITIONS

### 11.1. Academic Freedom

The parties seek to educate young people in the democratic tradition, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of the value of individual personality and to foster a recognition of individual freedom and social responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranted to teachers and they shall be encouraged to study, investigate, present and interpret objectively facts and ideas concerning man, society, the physical and biological world, and other branches of learning subject to established policies and courses of study and accepted standards of professional responsibility set forth in the Michigan

Education Association Code of Ethics of the profession.

Freedom of individual expression shall be encouraged and fair procedures shall be developed jointly by the Association and the Administration subject to approval by the Board of Education, to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

### 11. 2. Physical Environment

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 shall be a paramount concern of both the Board and the Association.

The arrangement 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 teachers. Lounges and conference rooms shall 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 exist.

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 shall be continued to be maintained, and the Board shall seek additional parking facilities where needed.

### 11.3. School Calendar

For the term of this Agreement, the Board has set the starting date for school to be the first Tuesday following Labor Day and the ending date to be no later than the third Friday in June.

For school year 1969-70 the calendar shall be as set forth in Appendix A. The calendar for school year 1970-71 shall provide 187 duty days. Prior to the adoption of said calendar, the Board agrees to meet and consult with the Association to seek its advice on the content thereof.

Duty days shall mean 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 vacation, school shall be dismissed 60 minutes earlier than usual for elementary schools and one (normal) period earlier for middle and high schools.

### 11.4. Emergency Closing of Schools

It shall be the responsibility of the Board to determine whether conditions warrant the closing of schools. If closing is announced for children only (through use of news media), it becomes the responsibility of teachers to report for duty. If schools are closed for both children and teachers due to emergency conditions, said day shall be considered a duty day despite the fact that teachers are not required to report.

### 11.5. The School Day

The Board and the Association recognize that a teaching assignment involves classroom instruction time, planning and conference time, general supervision of students time, and lunch time. The Board and Association agree that most teachers often exceed the duty minimums established for their positions in meeting their professional responsibilities to students and the educational program. However, due to the very nature of this Agreement and the obligations and responsibilities charged to both parties, it is necessary to establish certain minimum guidelines in describing the school day. Therefore, the Board and the Association agree that:

## 11.5.1. BEGINNING AND ENDING OF SCHOOL DAY

All teachers shall be at their duty stations or be performing a duty function not later than 15 minutes before the opening of the pupils' school day in the morning. Teachers shall not be required to remain longer than 15 minutes after the close of the pupils' school day in the afternoon except on specifically designated student-help nights and for necessary professional meetings.

On Fridays and on days preceding holidays, teachers are free from duty 5 minutes after the close of the pupils' school day.

#### 11.5.2. LUNCH PERIOD

Lunch time shall be at least 30 minutes in length in the secondary schools. In the elementary schools the lunch period shall be 60 minutes.

### 11. 5. 3. TEACHING ASSIGNMENT— SECONDARY SCHOOL

A teacher in a secondary school shall be assigned to five teaching periods, a preparation period, and a homeroom or another equal responsibility in a sixperiod day. Buildings having other than a six-period day shall assign equivalent teaching and preparation time. A special responsibility period may be substituted for a teaching period. The building administrator shall consider the unique nature of each teaching assignment when assigning the proportion of instructional time to the special responsibility time.

Normally, a high school teacher shall not be scheduled for four consecutive classes or special responsibilities in a day. Under unusual circumstances where such a situation is deemed necessary the Board shall consult with the Association to seek a resolution to the problem.

### 11.5.4. TEACHING ASSIGNMENT— ELEMENTARY SCHOOL

A teacher in an elementary school shall be assigned to teaching time and preparation time equivalent to weekly totals in the secondary schools. Giving consideration to the best interests of both pupils and teachers, the Board shall schedule preparation time in units of sufficient length to prepare for teaching assignments.

### 11. 5. 5. TEACHING ASSIGNMENT— COUNSELORS

Guidance counselors shall have a regular school day one hour longer than classroom teachers in their buildings.

### 11. 5. 6. ADDITIONAL RESPONSIBILITIES

A teacher shall be expected to assume at least one extra school responsibility of a minor nature which is not part of the extra-pay for extra-duty policy.

A teacher shall attend and/or participate in P.T.A. meetings when required to do so by his principal or supervisor.

A teacher shall be expected to attend all regularly scheduled professional meetings (e.g., building meetings, institutes and professional organization meetings).

The Board and the Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at student functions.

### 11.5.7. REPETITIVE DUTIES

Assignments and duties of a repetitive nature which are beyond the description of the school day and which are in excess of the basic professional responsibility shall be compensated in accordance with the extra-pay for extra-duty policy as set forth in Appendix E.

### 11. 6. Calendar of Professional Staff Meetings

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

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

### 11. 7. Faculty Meetings

Building faculty meetings, department meetings, and/or system-wide meetings shall be called only 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 shall be limited to one hour. If the meeting is deemed unnecessary by the Administration, teachers will observe the regular dismissal time set for the regular school day.

### 11.8. 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., for pictures, shop fees, insurance premiums); milk distribution; inventorying of books; typing tests and duplicating educational materials; and the preparation and sending of form letters to parents.

### 11.9. Evaluation of Work of Teachers

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

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

A teacher shall have the opportunity to discuss his evaluation, 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.

#### 11. 10 Class Size

The Board recognizes that there are certain standards as relate to class size which are desirable even though there is no empirical evidence which would support a given class size as universally best. Therefore, the Board pledges to exert its every influence, as it has been doing, to alleviate overcrowding of classes. Insofar as the community permits, the Board will continue to seek funds for additional staff and additional teaching facilities to meet increased enrollments and eliminate abnormally large classes.

### 11. 10. 1. ELEMENTARY CLASS SIZE

In the elementary homerooms the Board has regularly planned on an overall average of 25-26 pupils per homeroom. It has attempted to give relief to lower grade rooms when enrollments averaged 29 pupils or more. In the upper elementary grades, the breaking point observed has been 32 pupils. The Board agrees to exert reasonable efforts to assure that these upper limits will be maintained, or improved, if sufficient revenues are made available by the community, and pledges to try and maintain or improve the overall average.

### 11. 10. 2. SECONDARY CLASS SIZES

Academic classes in the secondary schools have been planned around an average of 25 pupils per class in recent years. The Board pledges to strive to maintain this standard insofor as it is within its ability to do so. Classes in non-academic areas have different numercal standards, some higher and some lower. These, too, the Board agrees to maintain or improve as its resources allow.

### 11. 10. 3. IMPROVEMENT OF STANDARDS

The Association agrees that it will join with the Board in seeking improved standards. Both agree that improved education results and/or improved teaching

services to the community will be the best basis on which increased support can be sought.

### ARTICLE XII

### PROFESSIONAL RESPONSIBILITY

In fulfilling his total responsibilities each teacher shall not accelerate, omit, or otherwise alter course content in a manner that departs from Board policy or deviates from the intent of the planned curriculum. Only after approval from his immediate supervisor can such a departure be initiated through acceptable curricular change channels. Course content shall be presented in accordance with the student's physical, mental, and emotional capacities.

He shall be responsible for the maintenance of order and discipline during his assigned classroom activity and to further exercise his authority in maintaining order and discipline wherever he may be on school properties.

He shall be expected to comply with reasonable rules, regulations, and directions adopted from time to time by the Board or its representatives which are not inconsistent with any other express provision of this Agreement.

### 12. 1. Code of Ethics

The Association and Board agree that especially the following items taken from the Michigan Education Association Code of Ethics shall serve as a standard of performance for teachers:

### 12. 1. 1. OBLIGATION TO STUDENTS

In fulfilling his obligation to students, the teacher—

- 12. 1. 1. "Shall not without just cause restrain the student from independent action in his pursuit of learning and shall not without just cause deny the student access to varying points of view."
- 12. 1. 1. 2. "Shall not deliberately suppress or distort subject matter for which he bears responsibility."
- 12. 1. 1. 3. "Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety."
- 12. 1. 1. 4. "Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage."
- 12. 1. 1. 5. "Shall not use professional relationships with students for private advantage."
- 12.1.1.6. "Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law."
- 12. 1. 1. 7. "Shall not tutor for remuneration students assigned to his classes."

### 12. 1. 2. OBLIGATION TO THE PUBLIC

In fulfilling his obligation to the public, the teacher—

12.1. 2.1. "Shall not misrepresent an institution or organization with which he is affiliated, and shall

take adequate precautions to distinguish between his personal and institutional or organizational views."

- 12. 1. 2. 2. "Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions."
- 12. 1. 2. 3. "Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities."
- 12. 1. 2. 4. "Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities."
- 12. 1. 2. 5. "Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage."

### 12. 1. 3. EMPLYOYMENT PRACTICES

In fulfilling his obligations to professional employment practices, the teacher—

- 12. 1. 3. 1. "Shall apply for or accept, a position or responsibility on the basis of professional preparation and legal qualifications."
- 12. 1. 3. 2. "Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency."
- 12. 1. 3. 3. "Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency."
- 12. 1. 3. 4. "Shall not delegate assigned tasks to unqualified personnel."
- 12. 1. 3. 5. "Shall permit no commercial exploitation of his professional position."
- 12.1.3.6. "Shall use time granted for the purpose for which it is intended."

### 12. 2. Corrective Procedures

The Board, in recognition of the concept of sequential correction, shall notify the teacher in writing (not to be considered a formal reprimand) of alleged misconduct which, if continued, may result in formal discipline under the personnel policy on Disciplinary Action. Such notice shall:

- 1. Identify the misconduct,
- 2. Indicate expected correction, and
- 3. Establish a reasonable period for correction.

A copy of said notice shall be forwarded to the President of the Association. The Association recognizes that abuses of the contractual agreement of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher which reflect adversely upon the teaching profession and create undesirable conditions in the school building may result in loss of pay and/or other appropriate disciplinary action.

### 12. 3. Formal Reprimand

A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded under the personnel policy on Disciplinary Action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. No teacher shall be disciplined without reasonable and just cause.

# ARTICLE XIII DEPARTMENT CHAIRMEN

Beginning with the school year 1970-71 Department Chairmen in all secondary schools will be elected for a one-year term by the teachers who are members of each respective department at the time of the election. In the event that a teacher is assigned to more than one department he shall vote in the department where the major portion of his time is assigned. If his time is assigned equally between two departments he may exercise an option to vote in one or the other, but not both.

### 13.1. Designation of Candidates By Principal

A minimum of two teachers shall be recommended by the building principal for each department chairman-ship or by the principals involved if the assignment covers more than one building. The principals(s) shall recommend three candidates if the department numbers 7-10 teachers, four candidates if the department numbers 11-15 teachers, and five if there are 16 or more teachers in the department.

### 13. 2. Deadline for Nominations

Principals must present the list of recommended nominees to the staff no later than 24 hours before the election is scheduled to occur.

### 13.3. Principal Appoints If No Nominees Run

If none of the recommended nominees choose to run for election, the principal shall appoint a chairman for said year.

### 13. 4. Time of Election and Term of Office

The election shall be held during the last three teacher duty days in the spring. The term of office shall begin on the date of the election and shall terminate upon the subsequent election date.

### 13. 5. Secret Ballot

The election shall be conducted by printed, secret ballot administered by the E.A.'s building representative and the assistant principal-instruction.

### 13. 6. Determining Successful Candidate

In the event that no candidate receives a majority of the votes cast, a run-off election shall be held the same day between the candidates having the two highest number of votes cast.

# ARTICLE XIV REDUCTION OF PROFESSIONAL STAFF

The Association acknowledges that among the right reserved to the Board under Article III hereof,

is authority to curtail program, including the establishment of partial-day sessions, and to reduce the professional staff in the school district and any of its schools, particularly when such action is necessitated by reason of an insufficiency of operational tax revenues available to the Board or by reduced enrollments.

Prior to finalizing any plan resulting in a curtailment of program or the reduction of professional staff, the Board shall consult with the Association concerning the necessity for such action, in the development of plans for operating at a reduced financial level, and in the identification of teachers whose employment will be affected under such circumstances. The following procedures shall be observed by the Board.

### 14.1. First Year of Emergency

In the event of a temporary and necessary reduction of staff that cannot reasonably be expected to be accomplished through attrition, and the dismissal of probationary teachers and provisionally certified teachers, the Board and the Association agree that no teacher who has filed as a "fully qualified" teacher of the Board and has been employed by the Board for seven years will be dismissed or laid off without pay during the first year of such a financial emergency.

### 14. 2. Second Year of Emergency

If the emergency continues a second year or the reduction using the seven year criteria is inadequate and further reductions that cannot reasonably be expected to be accomplished through attrition and the dismissal of probationary teachers is necessary, only the "fully qualified" teachers who will be paid longevity during the coming emergency year shall be retained.

### 14.3. Third Year of Emergency

If during the second year of a financial emergency, the likelihood of a third year of financial distress seems to exist, the Board and the Association will publicly declare the situation to be "apparently permanent" and will enter into negotiations no later than January 1 of that second year to restructure the school system's employee relationships to permanently operate on reduced funds.

### 14. 4. Definition of "Fully Qualified" Teachers

For the purpose of this article the term "fully qualified" shall be defined as follows for a teacher who upon beginning his eighth year of service with the Grosse Pointe Public Schools has on file

# 14. 4. 1. TRAINING, EXPERIENCE AND CERTIFICATION

A record of training and experience that would make him certifiable to teach in no less than two of the areas listed below

Kindergarten
Elementary teacher grades 1-3
Elementary teacher grades 4-6
Elementary teacher grades 7-8
Secondary teacher, English
Secondary teacher, mathematics
Secondary teacher, foreign language
Secondary teacher, social sciences
Secondary teacher, science
Secondary teacher, one only of all other areas

## 14. 4. 2. WILLINGNESS TO ACCEPT ASSIGNMENT

A statement indicating his unqualified willingness to accept an assignment in an area other than his normal assignment.

## 14. 4. 3. REFRESHER COURSES AND/OR WORKSHOPS

A statement indicating his willingness to attend refresher courses or workshops necessary to update his qualifications.

### 14.5. Board's 5% Option

The Board reserves the right to exercise its authority to dismiss up to five per cent (5%) of those teachers protected by the provisions of this article.

### 14. 6. Reassignment

Holders of positions which are eliminated shall, if possible, be re-assigned to other positions for which they are fully qualified and for which there is an opening. No new replacement personnel shall be hired for open positions where there are fully qualified professional personnel whose jobs have been eliminated and whose services would otherwise have to be discontinued.

### 14. 7. Non-Tenure Teachers

Where the necessary reduction of staff cannot be realized through transfer of personnel to open positions and the elimination of new replacement personnel, the services of non-tenure personnel assigned to positions which shall have to be eliminated, shall be first discontinued. It is understood, however, that in the event the Board shall, in its judgment, determine that there are no fully qualified tenure professional personnel available to fill a position, properly qualified probationary teachers may be used. In the event tenure and non-tenure teachers possess equal competence, in the judgment of the Board, for an assignment, tenure teachers shall be given preference for the assignment.

### 14.8. Tenure Teachers

Where the ncessary reduction in staff requires the discontinuance of service of tenure teachers, the Board shall retain those teachers who, in its judgment, possess the highest qualifications of competence for the position open.

### 14.9. Reinstatement Procedures

Where the services of personnel have been discontinued for the foregoing reasons and subsequently the Board is able to reinstate any discontinued programs and/or increase its professional staff, the Board shall offer such open positions to tenure teachers whose services have been discontinued under these provisions, in order of preference to those teachers who, in the judgment of the Board, possess the highest qualifications to fill such opening. In the event a teacher, whose services have been discontinued, is offered an open position and such teacher refuses such offer, such teacher shall have no further rights for reinstatement, unless approved by the Board in writing. Where a staff position is reopened and there are two or more tenure teachers no longer employed by the Board, fully qualified for such position, the Board shall determine which of said persons to recall based upon its determination of superior qualifications.

### 14. 10. Teachers On Leave

In the event of a reduction in staff, any teacher on extended leave (e.g., sabbatical leave) shall be considered in the same status as an actively employed tenure teacher.

### 14. 11. Notice of Reduction of Staff

Whenever possible, notice of discontinuance of service shall be given to both probationary and tenure teachers at least sixty (60) days before the end of the school year preceding the year in which such discontinuance of service shall become effective. It is recognized, however, that circumstances may dictate a reduction in force subsequent to such notice period, and in such event the Board will make every reasonable effort to give such advance notice as is possible under the circumstances. In any event (60) days notice shall be given prior to discontinuance of service.

14. 12. Fringe Benefits

## 14. 12. 1. NOTICE 60 DAYS PRIOR TO END OF YEAR

Where a teacher is notified sixty (60) days prior to the end of the school year preceding the school year in which his services are to be discontinued hereunder, he shall have no rights to any fringe benefits under the Agreement between the Board and the Association for such year, during any period while he is not actively employed by the Board, and he shall not advance on the salary schedule during the year when not actively employed.

#### 14. 12. 2. NOTICE AT OTHER TIMES

Where a teacher's services are discontinued subsequent to such notice period, all such benefits will be carried by the Board through the end of the current school year or until he obtains other full time employment, whichever first occurs.

### 14. 13. Status of Displaced Administrators

For the purposes of this article, an administrator whose services are discontinued as an administrator shall be considered as a teacher, as defined by this Agreement in Article II.

### 14. 14. General

It is agreed that any judgment by the Board as to application of the 5% provisions and the relative qualifications and competence of a teacher, for purposes of application of the above prescribed procedures, for an open position shall not be subject to the grievance procedure. It is further agreed that all continuing contracts with professional personnel shall be subject to the provisions of this article. Provisions of this article apply to all members of the bargaining unit as defined in Article II.

### ARTICLE XV

# PUBLIC LIBRARIANS, NURSES, AND SUBTITUTE TEACHERS

## 15. 1. General Provisons Affecting Public Librarians and Nurses

### 15. 1. 1. PROBATIONARY PERIOD

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

### 15. 1. 2. CONTINUING CONTRACT

Public librarians and nurses who have completed their period of probation with the Board shall be entitled to continuing employment in such capacity and shall 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.

## 15. 1. 3. WORK YEARS AND SALARY SCHEDULES

### 15. 1. 3. 1. Professional Librarians

A professional public librarian shall work an 11 calendar month year and be paid on the basis of a formula applicable to the classroom teachers salary schedule. (As provided in Appendix C)

The normal library year begins July 1 and ends June 30. Librarians employed after August 1 shall have an option of working the balance of the library year without time off or working a schedule wherein a pro-rated amount of time off is allowed. In either case the salary paid shall be in the proportion to a full annual salary as the number of duty days bears to a full work year.

Librarians employed after July 1 but before January 1 shall be given credit for a full year's experience at the beginning of their second year of employment.

Days off shall be scheduled at the mutual convenience of the librarian and the library administration. Adequate coverage of essential job functions by professional librarians at al ltimes the library is open shall be a primary concern of both parties. However, the administration will make every reasonable effort to have qualified substitutes and/or extra help available to facilitate the relief of the regular staff.

Public librarians shall be entitled to the same holidays as other regular employees. If libraries must be kept open at a time when all other school system offices are closed, compensatory time shall be granted those working on such holidays.

Libraries will be closed for the following holidays: July 4, Labor Day, Thanksgiving Day, December 24 and 25, January 1, Good Friday from 12:00-3:00 p.m., and Memorial Day.

### 15. 1. 3. 2. Public School Nurses

15. 1. 3. 2. 1. A public school nurse shall work a 10-school month year. A public school nurse shall be a registered nurse having Michigan registration in full force and effect. Preference in employment shall be given a nurse holding the bachelor (or higher) degree in public health nursing.

15. 1. 3. 2. 2. A public school nurse holding both a bachelor (or higher) degree and a valid Michigan teaching certificate shall be paid on the Classroom Teacher Salary Schedule.

# 15. 2. General Provisions Affecting Full-time Substitute Teachers

### 15. 2. 1. APPOINTMENT TO A POSITION

Full-time substitute teachers may be 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 times when the employment of a contract teacher is impossible or inadvisable. The Board assumes no responsibility for continuing any full-time substitute's service beyond the period stated in the written offer of employment. It shall be the normal policy of the Board to fill all teaching positions with regular contract teachers. Seniority in full-time substitute service shall be recognized in filling such positions, where possible.

### 15. 2. 2. INITIAL SALARY PLACEMENT

In determining the initial salary schedule placement of a full-time substitute, allowance may be made up to and including Step 4 of the appropriate schedule for teaching experience either in Grosse Pointe or elsewhere. No changes in the basic rate of pay shall be made during a school year once an assignment is made.

## 15. 2. 3. SICK LEAVE AND VACATION ALLOWANCES

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

## 15. 2. 4. OPPORTUNITY FOR A REGULAR CONTRACT

Any full-time substitute teacher who meets the employment standards stated in Article V of this Agreement shall be eligible for consideration for appointment on a regular contract basis if a vacancy exists in the contracted staff for which a full-time substitute teacher is qualified.

#### ARTICLE XVI

# SALARY SCHEDULE AND OTHER BENEFITS 16. 1. Salary Schedules

The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix C to this Agreement which is attached hereto and made a part hereof. These schedules shall be effective September 1, 1969.

### 16. 2. Long-Service Increments

### 16. 2. 1. 1966-67 EMPLOYEES

Teachers who were regularly employed by the Board, or on an approved leave of absence, during the 1966-67 school year shall be eligible to receive long-service increments; (a) upon completion of ten (10) years of service with the Board, or (b) upon completion of one year of service at the maximum step of the applicable salary schedule, whichever shall

occur first. The long-service increments shall be paid in accordance with the following schedule:

#### 1969-70

1 37 0 1

Year of Service		Years in		on Top Step of Salary Schedule
11th	\$183	2%	of BA Step	1 \$-0-
12th	183	2%		-0-
13th	316	4%		316
14th	316	4%		316
15th	316	4%		316
16th	316	4%		316
17th	316	4%		316
18th	316	4%		316
19th	475	6%		475
20th	475	6%		475
21st	475	6%		475
22nd	475	6%		475
23rd	475	6%		475
24th+	632	8%		632

### 1970-71

			1 Year Served
Year of	10 Y	ears in	on Top Step of
Service	Grosse	Pointe	Salary Schedule
11th	\$183	2%	\$-0-
12th	341	4%	341
13th	341	4%	341
14th	341	4%	341
15th	341	4%	341
16th	341	4%	341
17th	341	4%	341
18th	341	4%	341
19th	512	6%	512
20th	512	6%	512
21st	512	6%	512
22nd	512	6%	512
23rd	512	6%	512
24th+	682	8%	682

### 16. 2. 2. OTHER EMPLOYEES

Teachers initially employed by the Board for the 1967-68 school year or thereafter, shall be eligible to receive long-term increments upon completion of ten (10) years of service with the Board and upon completion of one year of service at the maximum step of the applicable salary schedule.

The long-service increments shall be paid in accordance with the following schedule:

Year of Service		1969-70		197	70-71
12th				4%	\$341
13th	4%	of BA Step 1	\$316	4%	341
14th	4%		316	4%	341
15th	4%		316	4%	341
16th	4%		316	4%	341
17th	4%		316	4%	341
18th	4%		316	4%	341
19th	6%		475	6%	512
20th	6%		475	6%	512
21st	6%		475	6%	512
22nd	6%		475	6%	512
23rd	6%		475	6%	512
24th+	8%		632	8%	682

## 16. 2. 3. REQUIREMENTS FOR LONG SERVICE INCREMENTS

To be eligible for a long-service increment, a teacher shall demonstrate professional growth consistently of at least two semester hours during the five-year period immediately preceding the period of eligibility for such benefits or for an increased benefit. Normally, these credits should be graduate credits.

Teachers not eligible for long-service increments due to failure to meet professional growth requirements must meet these requirements before longservice payments will be made.

Teachers eligible for a change in long-service increment who have not met the professional growth requirements will continue to receive the increment which most closely approximates the increment received in the prior year.

## 16. 2. 4. SEVERANCE PAY UPON RETIREMENT

Teachers having ten (10) or more consecutive years of active service (separated only by approved leaves of absence) with the Board who retire on or before June 30, 1971, shall receive a severance payment upon such retirement, based upon the former serverance pay plan of the Board in effect during the 1965-66 school years, as follows:

16. 2. 4. 1. The 1965-66 severance pay plan was based upon unused, accumulated and current sick leave days then in effect. A current sick allowance of 10, 10½, 11 or 12 days was granted for each fiscal year depending upon the service year of the employee, with an unused sick leave day accumulation from and after July 1, 1962. The plan provided that upon termination of employment, except for cause, any employee of the Board who at such date had been actively employed by the Board for not less than 10 consecutive years would be entitled to receive severance pay according to the following stipulation:

Based on their current daily salary each eligible employee shall receive in one payment at the time of termination of employment, an amount equal to his current daily salary times one-half of his accumulated and current sick leave days, except as limited below.

Entitlement to severance pay shall be based upon one-half of an accumulated maximum of 100 unused days for 10 month employees, 105 unused days for 10½ month employees, 110 unused days for 11 month employees and 120 days for 12 month employees.

16. 2. 4. 2. The amount of and eligibility for severance pay for teachers who retire from active employment with the Board on or before June 30, 1971 shall be determined as if the 1965-66 sick leave policy and the above quoted 1965-66 severance pay plan were in effect during the term of this Agreement; provided such severance payment, if any, shall be reduced by the amount of any long-service increments that have been paid.

16. 2. 4. 3. For the purpose of this section, "Retiring" or "retirement" is defined as follows:

The termination of active employment of a teacher where, in consequence of such termination such teacher is eligible for an immediate retirement allowance payable under the Michigan Public School Employees Retirement Fund Act; or

The termination of active employment of a teacher who, at the date of termination, has completed thirty (30) or more years of Michigan public school service and has then attained age fifty-five (55); or

The mandatory retirement of a teacher, upon such teacher having reached the age of 65 years, in accordance with the provisions of the Handbook of Personnel Policies.

16. 2. 4. 4. The widow or personal representative of a teacher having ten (10) or more consecutive years of active service with the Board who dies while actively employed by the Board prior to June 30, 1971, and who, on the date of his death,

would have been eligible for an immediate retirement benefit payable under the Michigan Employees Retirement Fund Act, had he then terminated employment and applied for such benefit, or

had thirty (30) years Michigan public school service and has attained age fifty-five (55), or had attained age sixty-five (65),

shall be paid a severance payment on account of such deceased teacher, computed in accordance with sub-paragraphs 1 through 3 of this section; provided, such severance payment if any shall be reduced by the amount of any long-service increments previously paid the deceased teacher.

16. 2. 4. 5. The Board shall have no obligation to make any severance or death benefit payments to any teacher except as required by this section, or as provided in Appendix D (Insurance Benefits).

### 16. 3. Required Health and Tuberculosis Examination

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

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

### 16.4. Teacher Pay Period

Teachers shall receive twenty (20) biweekly paychecks each representing one twenty-sixth (1/26) of their total pay, and one paycheck to include six twenty-sixths (6/26) of their total salary, payable on the last duty day of the school year.

When a scheduled pay day falls within the first three days of a school vacation period, paychecks shall be available by 11:00 a.m. on the last teaching day preceding the school vacation period.

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

### 16.5. Credit for Outside Experience

A new teacher in the School District normally shall receive the minimum salary stated for the position he is to fill. However, professional experience gained outside the School District shall be evaluated by the Board. Credit for this experience shall be allowed as outlined below whenever the Board deems the prior experience to be satisfactory and applicable to the assignment involved.

Credit for outside experience may allow placement up to, but not including, the maximum step on the salary schedule. No credit shall be given for a fractional part of a year.

If served, credit for up to two years of military service shall be given as part of the prior-experience allowance. Military service shall count as Grosse Pointe service for purposes of determining long-service increments if the teacher has performed his initial teaching service in Grosse Pointe.

### 16. 6. Insurance Benefits

During the term of this Agreement the Board shall provide long term disability, group life (\$7000), group accidental death and dismemberment (\$7000), and hospital-medical-surgical (Comprehensive Blue Cross-Blue Shield MVF-1, with Master Medical) insurance benefits set forth in Appendix D.

### 16. 7. Extra-Pay for Extra Duty

In the event that extra pay for extra duty assignments cannot be filled by voluntary efforts of the staff, the Association pledges to exert its every influence to see that the assignments are filled.

The extra pay for extra duty program is set forth in Appendix E.

#### 16.8. Summer School

The following provisions concerning summer school shall remain in effect through the summer school session of 1971.

### 16.8.1. SELECTION OF STAFF

Summer school positions shall be filled by teachers under contract with The Grosse Pointe Public School System. In the event applicants from within the district are not available, teachers from other districts may be employed to fill summer school positions.

A teacher shall not be disqualified for appointment because of prior selection as a summer school teacher.

Where two or more teachers, who in the opinion of the Board, possess substantially equal status and qualifications, apply for selection of a summer school teacher, the Board may fill such position on a rotating basis between them.

An unsuccessful candidate, upon request, shall be given an explanation from the administrator involved of the reasons for denial of his application.

### 16. 8. 2. SUMMER SCHOOL CALENDAR

The regular summer school session shall begin on the first Monday in June after the close of the regular school year and shall be a five-day week for a sixweek period, subject to paragraph 2 below. In all instances, standards related to hours of instruction as set by recognized accrediting agencies will be met.

Fourth of July

If July 4th falls on Monday, Wednesday, Friday, or Saturday, there will be no school that day.

If July 4th falls on Tuesday or Thursday, there will be no school on that day and the day between that day and the closest weekend.

If July 4th falls on Saturday, there shall be no school on the preceding Friday.

If July 4th falls on Sunday, there will be no school on the following Monday.

The last day of summer school shall be a non-student attendance day except when July 4th falls on a Tuesday, Thursday, or Saturday.

In all instances teachers shall complete required records and reports the final Friday of the summer session.

### 16.8.3. HOURS

The regular summer school hours shall be from 7:55 a.m. to 12:25 p.m.

Classes start at 8:00 a.m.

There shall be a five-minute break between the 1st-2nd period and 3rd-4th period for students.

There shall be a fifteen-minute break between 2nd-3rd period for students and teachers.

### 16.8.4. LEAVE DAYS

Sick leave days shall be allowed as needed for illness (as provided in Article X) but limited to five consecutive duty days.

### 16. 8. 5. PHILOSOPHY RELATED TO APPOINTMENT OF SUMMER SCHOOL DIRECTORS

It is the philosophy of The Grosse Pointe Public School System to use classroom teachers as directors of summer school insofar as posible in order to give classroom teachers experience as administrators.

Released time for teacher-director to administer shall be approved as needed.

### 16. 8. 6. SALARY SCHEDULE

A regular summer school teacher shall be paid eight percent (8%) of his regular base salary currently being paid at the time the summer session begins as salary for the entire summer school session. For the 1969-70 summer school session no teacher shall receive less than \$750.00. For the summer school session 1970-71 no teacher shall receive less than \$800.00. These minimum amounts apply only when the teacher works the entire session.

Any teacher required to work longer than the

regular summer school hours shall be paid on a proportionate basis for such additional required hours.

Pay for summer school substitutes shall be three-fourths (3/4) of the regular substitute pay for the school year just ending.

Pay arrangements for the regular summer pay days will be made by the Board and the Association prior to the beginning of the summer school session.

### 16.9. Compensation for Professional Growth

In order to encourage in-service growth, the Board shall make two provisions for recognizing completion of additional professional training.

- 16. 9. 1. The Board shall pay \$18.75 (or (\$12.50 per quarter or term hour) per semester hour to teachers who complete college credit in approved courses; provided, the required application for course approval and a proof of credit are filed in accordance with regulations of the Board; provided further, the teacher is actually employed at the time payment is due.
- 16. 9. 2. The Boad shall reimburse the entire cost for courses satisfactorily completed by teachers if these courses have been organized at the specific request of the Board and the enrollment of the teacher concerned has been approved in advance by the Board. If the Board requests a teacher to enroll in a course, it shall reimburse him for the entire tuition cost upon satisfactory completion of the course.
- 16. 9. 3. Courses and workshops which are sponsored by the Department of Instruction but do not carry college credit shall be recognized as additional training; however, staff members shall not be entitled to any reimbursement for such courses. Hours of participation in these workshops shall be accumulative, and each unit of twenty (20) such hours shall be considered the equivalent of one (1) semester hour of training. Participation shall be determined by attendance procedures under the direction of the Department of Instruction.
- 16. 9. 4. Teachers designated by the Department of Instruction to teach these courses and workshops shall be remunerated at the rate of \$16.65 per instructional hour.

### ARTICLE XVII STRIKE PROHIBITION

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

# ARTCLE XVIII MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be con-

trary 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.

# ARTICLE XIX AGREEMENTS CONTRARY TO LAW

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then this 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 XX 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, 1969. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of the Bargaining Unit 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, 1971, 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) month prior to June 30, 1971, or successive anniversaries of such date; and upon the giving of such notice, this Agreement shall terminate as of June 30, 1971, 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:

c/o 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 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

By: Olice Mary Hykes

Burbara R. Thompson Secretary

Grosse Pointe Education Association

By: President

Millis D. Brown

Past President

Vice President—Negotiations

APPENDIX A

CALENDAR 1969-70

Stud. Tchr.

	Attena.	Duty	
Begin Sept. 2	19	21	Students report Sept. 4
October	22	23	1 Tchr. Institute Day (Oct. 24)
November	18	18	Curriculum ½ Day (Middle & High Schools) Nov. 19 Thanksgiving, Nov. 27-28
December	15	15	Dismissal at end of day on Dec. 19. Return Jan. 5
January	19	20	Jan. 23—Tchr. Record Day
February	19	20	Feb. 27—Local Institute Day
March	18	19	Curr. ½ Day Mar. 18 (all schools), Spring Vac. Dismissal on Mar. 26. Return on April 6

April	18	19	Curr. ½ day April 29 (all schools)
May	20	20	Holiday (May 29—before Memorial Day)
June	13	14	Last day for students, June 17 Last day for teachers, June 18
	181	189	

Elementary schools to receive 2 attendance days for parent conferences (total of 178 attendance days). Monteith to be allowed current number of conference days.

(Note: Due to the interruption of the school program in October, an additional day was added to this calendar.)

### APPENDIX B

# REMUNERATION FOR CURRICULUM DEVELOPMENT

Recognizing the need for the continuous improvement of the instructional program, the Department of Instruction shall maintain a budget to make it possible for teachers to participate in curriculum development projects. This policy is intended to support the development of curriculum planning of unusual magnitude beyond the short-range and long-range planning necessary for any teacher.

- 1. All applications for approval for such work shall be forwarded by the designated building administator to the Department of Instruction.
- 2. When it is deemed appropriate by the teacher applicant, the principal, and the Department of Instruction, the teacher may be released from his regular teaching assignment to complete the project.
- 3. When it is inadvisable for the teacher to be released from his regular teaching assignment, the teacher shall be remunerated for his services subject to these conditions:
  - A. The rate of remuneration shall be 1/200 of the teacher's base salary per day of approved curriculum development work.
  - B. The total remuneration for the project shall be contracted in advance by the teacher, the Department of Instruction, and a Personnel Committee selected by the Association. The agreed-upon sum to be paid upon satisfactory completion of the project.
  - C. In estimating the number of days needed to complete the project, the parties to the Agreement shall define a day of teaching as nine and one-half hours.

APPENDIX	C-CLASSROOM	TEACHERS SALA	ARY SCHEDULE	1969-70

	B.A.	B.A.+20	B.A.+30	M.A.	M.A.+10	M.A.+20	M.A.+30	M.A.+40	M.A.+50	M.A.+60	Doctorate
111	1	\$380 II	\$570	IV	\$190 <b>V</b>	\$380 VI	\$570 <b>VII</b>	\$760 <b>VIII</b>	\$950 IX	\$1140 <b>X</b>	\$1425 XI
1	7900	8280	8470	8690	8880	9070	9260	9450	9640	9830	10115
2	7900	8280	8470	8690	8880	9070	9260	9450	9640	9830	10115
3	8586	8966	9156	9396	9586	9776	9966	10156	10346	10536	10821
4	8980	9360	9550	9839	10029	10219	10409	10599	10789	10979	11264
5	9375	9755	9945	*10281	*10471	*10661	*10851	*11041	*11231	*11421	*11706
6	9770	10150	10340	10886	11076	11266	11456	11646	11836	12026	12311
7	10200	10580	10770	11345	11535	11725	11915	12105	12295	12485	12770
8	10640	11020	11210	*11815	*12005	*12195	*12385	*12575	*12765	*12955	*13240
9	11080	11460	11650	12390	12580	12770	12960	13150	13340	13530	13815
10	11520	11900	12090	12935	13125	13315	13505	13695	13885	14075	14360
11	11960	12340	12530	*13475	*13665	*13855	*14045	*14235	*14425	*14615	*14900
12	12400	12780	12970	14125	14315	14505	14695	14885	15075	15265	15550

\*Professional Growth Plateaus

Inexperienced new employees defined as on Step 2 in 1969-70

### APPENDIX C—CLASSROOM TEACHERS SALARY SCHEDULE 1970-71

	B.A.	B.A.+20	B.A.+30	M.A.	M.A.+10	M.A.+20	M.A.+30	M.A.+40	M.A.+50	M.A.+60	Doctorate
	1	\$410 	\$615 III	IV	\$205 <b>V</b>	\$410 <b>VI</b>	\$615 <b>VII</b>	\$820 <b>VIII</b>	\$1025 IX	\$1230 <b>X</b>	\$1535 <b>XI</b>
1	8530	8940	9145	9385	9590	9795	10000	10205	10410	10615	10920
2	9000	9410	9615	9950	10155	10360	10565	10770	10975	11180	11485
3	9700	10110	10315	10650	10855	11060	11265	11470	11675	11880	12185
4	10175	10585	10790	*11145	*11350	*11555	*11760	*11965	*12170	*12375	*12680
5	10630	11040	11245	11850	12055	12260	12465	12670	12875	13080	13385
6	11080	11490	11695	12300	12505	12710	12915	13120	13325	13530	13835
7	11535	11945	12150	*12760	*12965	*13170	*13375	*13580	*13785	*13990	*14295
8	11990	12400	12605	13380	13585	13790	13995	14200	14405	14610	14915
9	12445	12855	13060	13970	14175	14380	14585	14790	14995	15200	15505
10	12915	13325	13530	*14555	*14760	*14965	*15170	*15375	*15580	*15785	*16090
11	13390	13800	14005	15255	15460	15665	15870	16075	16280	16485	16790

\*Professional Growth Plateaus

NOTE: Step number for 1970-71 same as for 1969-70 if professional growth requirements are not involved. Professional Growth plateaus @ Steps 4-7-10 in 1970-71 for MA and higher. Professional Growth requirements must be met as in old contract before advance is possible. Thus, someone on Step 11 in 1969-70 can only be on Step 11 in 1970-71 if they have had required credits since September 1967.

	1969-70			19/0-/1	
	NUR	SES SALA	RY SCHE	DULE	
R.N.	STEP	B.S.	R.N.	STEP	B.S.
\$ 6450	1	\$ 7175	\$ 6965	1	\$ 7750
6600	2	7175	7130	2	8100
7085	3	7720	7650	3	8710
7430	4	8065	8025	4	9095
7775	5	8420	8395	5	9660
8270	6	8945	8930	6	10100
8660	7	9350	9350	7	10550
9040	8	9770	9765	8	11160
9535	9	10335	10300	9	11600
9860	10	10740	10650	10	11975
10335	11	11090	11160	11	12625

### 1969-70

11690

12

# FULL TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

Non-Degree	STEP	B.A.	STEP	M.A.
\$6440	1	\$7030	1	\$7250
6620	2	7265	2	7490
6800	3	7500	3	7725
6980	4	7735	4	7960
7160	5	7965	5	8190
7340	6	8200	6	8425
7520	7	8435	7	8660
7730	8	8790	8	9015

Daily rate for day-to-day substitutes shall be \$32.00.

## 1970-71

# FULL TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

Non-Degree	STEP	B.A.	STEP	M.A.
\$6955	1	\$7590	1	\$7830
7150	2	7845	2	8090
7345	3	8100	3	8345
7540	4	8355	4	8595
7730	5	8600	5	8845
7925	6	8855	6	9100
8120	7	9110	7	9350
8350	8	9495	8	9735

Daily rate for day-to-day substitutes shall be \$34.50.

### APPENDIX C

### C-a Intermediate Levels of Training

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

			20	M.A.	+	10	M.A.	+	40
В	A.	+	30	M.A.	+	20	M.A.	+	50
				MA	+	30	MA	+	60

Earned Doctorate (equal to M.A. + 75)

A teacher shall receive additional salary, beginning with the succeeding employment year, upon attaining one of the above levels of training. The rate of payment shall be .0024 x B.A. Step 1 x the number of hours of the level attained.

### C-b Professional Growth Requirements

Steps 5, 8, and 11 (Steps 4, 7 and 10 in 1970-71) on the Classroom Teachers Masters Degree (or higher level of training) Schedule represents plateaus where professional growth shall be demonstrated according to standards described in C-c. Professional growth in 1969-70 shall be demonstrated within the range covered by M.A. Steps 3-5 inclusive, M.A. Steps 6-8 inclusive, or M.A. Steps 9-11 inclusive, whichever applies. In 1970-71, the ranges respectively shall be Steps 2-4, 5-7, and 8-10.

A newly employed teacher shall be advanced on the salary schedule from the step where he was initially placd to the next higher step at the start of his second year of employment with the Board without regard to professional growth requirements, subject to the provisions of the Handbook of Personnel Policies.

#### C-c Professional Growth Standards

To demonstrate professional growth when required in this Agreement, a teacher shall show evidence of either of the following:

- 1. The satisfactory completion of a college course, normally at the graduate level, which increases his professional competence or contributes to his 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 his teaching assignment; provided, this experience can be shown to be equivalent to a college course.

Prior approval of courses is recommended. The Board, may, after consultation with the Personnel Committee, disallow credits which do not meet the standards above. Any decision disallowing credits may be appealed through Levels 3 and 4 of the grievance procedure.

### C-d Recognition of Additional Training

The salary schedule authorizes payment to teachers for hours of credit exceeding the bachelor or the masters degree. To be recognized, credits must have been earned subsequent to the award of the bachelor's degree.

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

Under no circumstances will an employee be eligible for placement on a level higher than that of the master's degree unless he has an earned master's degree from a recognized college or university.

#### C-e Base Salary

For purposes of computing sabbatical leave allowance, severance pay and death benefits, rate of salary

deduction, long term disability, and similar matters a teacher's base salary is defined as his contracted salary for the year involved, as determined by Appendix C of the Master Agreement, including intermediate levels of training and long service increments but excluding extra pay for extra duty, fringe benefits or other remunerations which the teacher may receive from time to time. For those teachers who have contracted other than on an annual basis, such teachers' contracted salary shall be annualized for purposes of this computation.

### C-f Salary Deductions

### A. RATE OF DEDUCTION

Salary deductions for approved short leave of absence without pay and for unauthorized absences shall be at the following rates per day of absence:

- 1/200th of a 10 school month employe's base salary
- 1/210th of a 10½ school month employee's base salary
- 1/220th of a 11 school month employee's base salary
- 1/230 of a 10½ calendar month employee's base salary
- 1/240th of a 11 calendar month employee's base salary
- 1/260th of a 12 calendar month employee's base salary

### C-g Salaries of Professional Public Librarians

The annual (11 month) salary of a professional public librarian is determined by adding 5 percent (10 percent for 1970-71) to the corresponding teachers' annual (10 month) salary.

### C-h Salaries of School Psychologists

A school psychologist works a 10½ school month year and is paid \$150 per month more than a classroom teacher with corresponding training and experience. The Chief School Psychologist works an 11½ school month year.

# APPENDIX D INSURANCE BENEFITS

For the school years 1969-70 and 1970-71, the Board will provide the following income protection and insurance benefits for eligible employees covered by the Master Agreement.

### A. Long Term Disability Insurance

- 1. The Board will continue to provide for all tenure teachers and teachers on a continuing contract employed by the Board on a full-time basis (as defined in the insurance contract) the long-term disability coverage provided under the existing contract between the Board and the Prudential Insurance Company of America (Group Policy G-42302).
- 2. Individual certificates of insurance have been issued to each eligible teacher which outline the conditions and extent of this coverage. In brief, if an eligible teacher exhausts his tenure-sick leave (120)

duty days) and his disability continues, 60% of his income will be guaranteed until he is able to resume his duties, reaches age sixty-five (65) or the end of the 12-month period immediately following the elimination period for such disability, whichever occurs first. If and when the teacher returns to work for a sufficient length of time to requalify for benefits, his tenure-sick leave bank will be completely re-established.

3. Long-term disability coverage shall terminate as specified in the insurance contract; provided that in the case of a teacher granted an unpaid extended leave of absence, placed on a part-time employment basis or temporarily laid-off from active service, such teacher's coverage shall terminate at the end of the month following the month in which such event occurs. Coverage of teachers who voluntarily quit their employment with the Board shall terminate on the date the teacher ceases to be actively engaged in work on a full-time basis with the Board.

## B. Group Life and Accidental Death and Dismemberment Insurance

- 1. The Board will provide Group Life Insurance and Accidental Death and Dismemberment Insurance for all eligible teachers, such coverage to be in the amount of seven thousand (\$7,000.00) dollars, effective as of November 1, 1969.
- 2. The following teachers shall be eligible for such coverage:

All full-time (10, 10½, 11, 11½, or 12 month) teachers, including probationary employees and employees on approved paid leaves of absence, represented by the Association in the School District, excepting substitute teachers and other employees who are working on a temporary or substitute basis with the Board.

- 3. Coverage is to be provided by the existing contract between the Board and School Employers Trust of Lansing, Michigan, as amended to reflect the enlarged coverage provided hereunder, with benefits to be determined solely by the provisions of said contract.
- 4. Such coverage shall begin on the first working day at the commencement of employment and shall terminate on the last working day of the calendar month following the calendar month during which employment ceased.

### C. Hospital-Medical-Surgical Insurance

- 1. The Board will provide comprehensive Blue Cross Blue Shield (MVF-1) Hospital-Medical-Surgical Insurance, with master medical coverage for teachers and eligible dependents who previous to October 1, 1969 have elected the same.
- (a) Eligible teachers actively employed by the Board at the end of a school year not then covered by such insurance or newly hired teachers who begin active employment with the Board on or prior to September 20th of that year (in which event coverage will be effective not later than the November 1st following). Any such teacher who fails to elect coverage by September 20th shall not be eligible for coverage until the following school year, under the above procedures.

- (b) Teachers employed by the Board after September 20th of any school year may elect such coverage, under procedures established by the Board, on or before the 25th day of the month in which their employment begins, or if they were first employed by the Board between the 25th day and the last day of a month by the 25th day of the following month; in each case, insurance coverage to be effective on the first day of the month following the end of such election period.
- (c) The type of hospital-medical-surgical coverage once elected by any employee may not be modified during the balance of the school year.
- 2. The following teachers shall be eligible for such coverage: all full-time (10, 10½, 11, 11½ or 12 month) teachers, including probationary employees and employees on approved paid leaves of absence, represented by the Association in the School District, excepting substitute teachers and other employees who are working on a temporary or substitute basis with the Board.
- 3. Eligible teachers who have previously elected or in the future elect coverage under Blue Cross Blue Shield Riders "D" and "F", may continue such additional coverage after September 1, 1969 by paying the required additional premium therefor to the Board under a payroll deduction plan established by the Board.
- 4. Teachers on extended unpaid leaves of absence or disabled teachers who become eligible for long-term disability benefits may continue their Blue Cross Blue Shield coverage in the employee group by making voluntary contributions for the entire premium cost thereof through the Office of Business and Finance under procedures established by the Board, for the maximum period allowable by the insurance carrier.
- 5. Blue Cross-Blue Shield (including Master Medical) coverage shall terminate:
- (a) As to any teacher who resigns or retires effective prior to his classification's last duty day of the school year—at the end of the month in which his resignation or retirement is effective.
- (b) As to any teacher who resigns or retires effective on or after his classification's last duty day of the school year—on the last day of August next following such last duty day.
- (c) As to any teacher discharged during the school year—subject to paragraph E-1 below, at the end of the month in which discharge occurs.
- (d) As to any teacher commencing an approved extended leave of absence without pay, prior to his classification's last duty day of the school year—at the end of the month in which the leave commences.
- (e) As to any teacher commencing an approved extended leave of absence without pay on his classification's last duty day of the school year—on the last day of August next following such last duty day.
- (f) As to any teacher placed upon or who is granted disability retirement status, and who is also

eligible for state retirement benefits—at the end of the month in which retirement takes place.

(g) As to any teacher placed upon or who is granted disability retirement status, and who is not eligible for state retirement benefits—on the last day of August next following such last duty day.

### D. Part-time Teachers

- 1. Part-time contract teachers, working less than a full day or a full week, are eligible for Group Life and Accidental Death and Dismemberment Insurance and Hospital-Medical-Surgical (including Master Medical) Insurance coverage, if they meet the other requirements of eligibility for such coverages.
- 2. The Board's contribution to the premium cost of such insurance coverages for any part-time contract teacher shall be limited to that percentage of the premium cost which is equivalent to the percentage of full-time service rendered by the teacher. The balance of the premium cost shall be paid by the part-time contract teacher under a payroll deduction plan established by the Board.

### E. General Insurance Provisions

- 1. Notwithstanding the provisions of Appendix D, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- 2. The Board, by payment of the premium payments required to provide the coverages set forth in this Appendix D, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Appendix D.
- 3. Differences between teachers or beneficiaries of teachers and any insurance company shall not be subject to the grievance procedure established under Article IX of the Master Agreement.

### APPENDIX E EXTRA PAY FOR EXTRA DUTY

For the school year 1969-70, the Board and the Association have agreed that a maximum of \$185,650 shall be allocated to cover the extra-pay for extra-duty program as described in this appendix. Positions identified in the EPED Schedules shall be compensated as listed herein, although building budget limitations may restrict to some extent the number or variety of such positions that can be staffed.

For the school year 1970-71, the Board and the Association have agreed to an 8% increase in the bachelor's minimum which will automatically be reflected in the EPED stipends. However, the Board reserves the right to modify or curtail the EPED program, in addition to its rights to curtail other programs or reduce staff under Article XIV, should there

be insufficient revenues available to it. Assuming full funding is possible, the maximum EPED allocation for the 1970-71 school year shall be \$200,500.

The attached schedules establish budgetary amounts for each school. It is the responsibility of the principal to work within such amounts. However, the Association shall select a Building Committee to assist him in evaluation of the extra-curricular program and advise him concerning necessary priorities. Questions concerning building budgetary allotments or jobs having a system-wide scope shall be directed to a central committee composed of administrators and teachers selected by the Assistant Superintendent-Personnel and the Association.

The Central Committee will:

- 1. Establish necessary guidelines for receiving appeals.
- 2. Act as a review committee to study building allocations.
- 3. Evaluate positions which are system-wide in scope and establish appropriate job descriptions and stipends.
- 4. Conduct an on-going study of the entire EPED program to insure that with the available resources only necessary positions of the highest priority are operative.

Attached are the EPED Schedules for the school years 1969-70 and 1970-71.

## EXTRA PAY FOR EXTRA DUTY SCHEDULE — 1969-70

Payment for extra-curricular duties performed as additional responsibilities carried during the 1969-70 school year shall be compensated as outlined below. Payment, in general, shall be on a 26 pay basis.

Jobs assigned after the beginning of the school year shall be paid on a prorated basis over remaining pay periods in the school year. Intermittent, irregular, and/or occasional assignments which cannot be predicted accurately (such as intramural assignments) are to be paid at the rate of \$4.45 per hour on a current basis. Extra-time slips should be presented with biweekly payrolls for immediate payment.

Principals should note the dollar amounts in parentheses for the several building levels. These represent the maximum amounts a building may commit to its extra-curricular or extra-duty program.

Some flexibility as to placement of such as club activities in different buildings is possible and permissible. Principals and their building committees are to continue as in the past in evaluating and classifying those jobs where differences might exist.

All percentages refer to the B.A. Minimum Salary of \$7900.

### **ELEMENTARY** (\$1835 per Building)

Year on job in				
Grosse Pointe	1st. Asst.	Safety	Service	Consultant
1	6.00%—\$475	5.50%—\$435	4.50%—\$355	8.00%—\$630
2	6.50% - 515	6.00% — 475	5.00%— 395	9.00%— 710
3	7.00% - 555	6.50% - 515	5.50%— 435	10.00%— 790
4	7.50%— 590	7.00%— 555	6.00%— 475	11.00%— 870

Bookstore and/or Clubs \$100-250 as budget allows.

### MIDDLE SCHOOL (\$15,000 per Building)

	Counselor*	Student Govt.		
1	8.50%—\$670	8.00%—\$630		
2	9.00%— 710	9.00% — 710		
3	9.50%— 750	10.00%— 790		
4	10.00%— 790	11.00%— 870		

\*Reflects one extra hour per day for counselors as scheduled.

	Bookstore (a)	Bookstore (b) (Incl. Summer)	Department Co-Ordinator
1	6.00%—\$475	8.00%—\$630	7.50%—\$590
2	6.50% — $515$	8.50%— 670	8.50%— 670
3	7.00%— 555	9.00% — 710	9:50%— 750
4	7.50%— 590	9.50%— 750	10.50%— 830

#### **INTRAMURALS**

Year on job in			
Grosse Pointe	Class I	Class II	Class III
1	1.75%—\$140	1.75%—\$140	2.50%—\$195
2	2.00%— 160	2.25% - 180	3.00%— 235
3	2.25%— 180	2.75%— 215	3.50%— 275
4	2.50%— 195	3.25%— 255	4.00%— 315

Note: A la carte @ \$4.45 per hour or major fraction thereof paid on current basis via overtime slips each payday.

Year on job in Grosse Pointe	House Paper	PUBLICATIONS Weekly 25-30 issues	Monthly 9-12 issues	Quarterly 4-6 issues	Literary Magazine
1 2 3 4	1.25%—\$100 1.50%— 120 1.75%— 140 2.00%— 160	6.00%—\$475 6.50%— 515 7.00%— 555 7.50%— 590	3.00%—\$235 3.50%— 275 4.00%— 315 4.50%— 355	1.50%—\$120 2.00%— 160 2.50%— 195 3.00%— 235	3.50%— 275 4.00%— 315
1 2 3 4		CLUBS AND SP Class I 1.25%—\$100 1.50%— 120 1.75%— 140 2.00%— 160	ECIAL ACTIVIT Class I 1.75%—\$ 2.25%— 2.75%— 3.25%—	1 6140 180 215	Class III 2.75%—\$215 3.25%— 255 3.75%— 295 4.25%— 335

### SENIOR HIGH SCHOOL (\$53,400)

Counselor—Same as Middle School

### **DEPARTMENT CHAIRMEN**

		Class I	Class II	Class III
	1	7.5%—\$590	9.5%—\$750	15.0%—\$1185
	2	8.5%— 670	10.5%— 830	16.0% - 1265
	2 3	9.5%— 750	11.5%— 910	17.0%— $1345$
	4	10.5%— 830	12.5%— 985	18.0%— $1420$
	Bookstore	Subject Matter	Со-ор	Student
	(Incl. Summer)	Coordinator	Coordinator	Government
1	15.5%—\$1225	3.0%—\$235	6.25%—\$495	9.0%—\$710
2	16.5%— 1305	3.5%— 275	6.75% — 535	10.0%— 790
3	17.5%— 1380	4.0% — 315	7.25%— 575	11.0%— 870
4	18.5%— $1460$	4.5%— 355	7.75%— 610	12.0%— 950
		PUBLIC	CATIONS	
	Newspaper	Yearbook	Lit. Mag.	Asst. for Pub.
1	8.0%—\$630	8.0%—\$630	3.0%—\$235	1.75%—\$140
2	9.0% - 710	9.0%— 710	3.5%— 275	2.25% - 180
2 3	10.0% - 790	10.0%— 790	4.0%— 315	2.75%— $215$
4	11.0%— 870	11.0%— 870	4.5%— 355	3.25%— $255$
		VARSITY	ATHI FTICS	

### VARSITY ATHLETICS

### Football — Basketball — Swimming

	Head	Assistant		
1	12.0%—\$950	7.5%—\$590		
2	12.5%— 985	8.0%— 630		
3	13.0%—1025	8.5%— 670		
4	13.5%—1065	9.0%— $710$		

WRESTLING — TRACK — BASEBALL			CROSS COUNTRY — GOLF — TENNIS
	Head	Assistant	Head
1	10.5%—\$830	7.5%—\$590	7.5%—\$590
2	11.0%— 870	8.0%— 630	8.0%— 630

1	10.5%—\$830	1.5%—\$390	1.5%—\$390
2	11.0%— 870	8.0%— 630	8.0%— 630
3	11.5% — 910	8.5%— 670	8.5%— 670
4	12.0%— 950	9.0%— 710	9.0%— 710

Note: If assistant Cross Country Coaches become necessary, their compensation should approximate 70% of the head coach.

### **INTRAMURALS**

To be paid on a session basis. Rate \$4.45 per hour or major fraction thereof. Overtime slips to be submitted each pay period and payment made in full on a current basis. Building budget will dictate quantity of such activity. Building records to be maintained detailing all such expenditures.

### CLUB, CLASS SPONSORS, SPECIAL ACTIVITIES

	Class I	Class II	Class III	Class IV	Class V Multiple
Year on job in	10-15	15-20	20-30	Weekly	Weekly
<b>Grosse Pointe</b>	Sessions	Sessions	Sessions	Sessions	Sessions
1	1.25%—\$100	1.75%—\$140	2.50%—\$195	5.50%—\$435	8.0%—\$630
2	1.50% - 120	2.25% - 180	3.00%— 235	6.00% - 475	8.5%— 670
3	1.75% - 140	2.75% - 215	3.50% - 275	6.50% - 515	9.0% - 710
4	2.00% - 160	3.25% - 255	4.00% — 315	7.00% - 555	9.5% - 750

NOTE: Placement as high as the third step of the appropriate EPED schedule will be possible if substantially similar prior experience in specific activity has been had. This is limited to coaching varsity athletics, music and drama production, chairing or coordinating a subject-matter department, and school publications.

For head coaching positions prior experience as an assistant coach will be counted on the basis of two years for one. Only prior experience in an accredited senior high school interscholastic program will be recognized.

Shifts of responsibilities and duties as well as the emergence of new roles may necessitate the elimination or revision of some of the positions listed in future years. The Administration will consult with the GPEA prior to taking any such action.

Our "No Cut" policy is still in effect. Jobholders being paid amounts in September 1968 or earlier which are higher than those scheduled above shall continue to receive the September 1968 stipend until the EPED schedule matches or exceeds that amount.

### **PUPIL PERSONNEL**

The following flat amounts will be paid in recognition of extra time (parent conferences, etc.) devoted to the job above and beyond that normally required of regular classroom teachers. Some degree of extra responsibility as well as complexity and diversity of duties recognized also. Amounts are annual stipends unless otherwise stated.

1. Teachers of Mentally Handicapped	\$305.00
2. Teachers of Emotionally Disturbed	305.00
3. Teacher-Consultants Handicapped Children	305.00
4. School Social Workers	610.00
5. Chairmen of Speech School Social Workers	
and Remedial Reading sections	445.00
6. Extra-ordinary parent conferences (Speech & Reading)	4.45 per authorized Confer.

### **PUBLIC LIBRARY**

1.	Chiefs of	f Processing,	Children	Service,	Central	Library	\$945.00
2.	Branch I	Librarians					670.00

### EXTRA PAY FOR EXTRA DUTY SCHEDULE 1970-71

Payment for extra-curricular duties performed as additional responsibilities carried during the 1970-71 school year shall be compensated as outlined below. Payment, in general, shall be on a 26 pay basis.

Jobs assigned after the beginning of the school year shall be paid on a prorated basis over remaining pay periods in the school year. Intermittent, irregular, and/or occasional assignments which cannot be predicted accurately (such as intramural assignments) are to be paid at the rate of \$4.80 per hour on a current basis. Extratime slips should be presented with bi-weekly payrolls

for immediate payment.

Principals should note the dollar amounts in parenthesis for the several building levels. These represent the maximum amounts a building may commit to its extra-curricular extra-duty program.

Some flexibility as to placement of such as club activities in different buildings is possible and permissible. Principals and their building committees are to contnue as in the past in evaluating and classifying those jobs where differences might exist.

All percentages refer to the B.A. Minimum Salary of \$8530.

### **ELEMENTARY** (\$1980 per Building)

Year on iob	in	,	8/	
Grosse Poin		Safety	Service	Consultant
1	6.00%—\$510	5.50%—\$470	4.50%—\$385	8.00%—\$680
2	6.50% - 555	6.00% — 510	5.00%— 425	9.00%— 770
3	7.00% - 595	6.50%— 555	5.50%— 470	10.00%— 855
4	7.50%— 640	7.00% - 595	6.00% — 510	11.00%— 940

Bookstore and/or Clubs \$100-250 as budget allows.

### MIDDLE SCHOOL (\$16,200 per Building)

n job in			
e Pointe Cour	nselor*	Student (	Sovt.
8.50%	6-\$725	8.00%—	\$680
9.00%	6— 770	9.00%—	770
9.50%	6— 810	10.00%—	855
10.00%	6-855	11.00%—	940
	8.50% 9.00% 9.50%	8.50%—\$725 9.00%—770 9.50%—810	Repointe         Counselor*         Student (           8.50%—\$725         8.00%—           9.00%—770         9.00%—           9.50%—810         10.00%—

\*Reflects one extra hour per day for counselors as scheduled.

Year on job in		Bookstore (b)	Department
Grosse Pointe	Bookstore (a)	(Incl. Summer)	Co-ordinator
1	6.00%—\$510	8.00%—\$680	7.50%—\$640
2	6.50%— 555	8.50%— 725	8.50%— 725
3	7.00%— 595	9.50%— 770	9.50%— 810
4	7.50%— 640	9.50%— 810	10.50%— 895
	INTRAM	MURALS	
	Class I	Class II	Class III
1	1.75%—\$150	1.75%—\$150	2.50%—\$215
2	2.00% - 170	2.25% - 190	3.00%— 255
3	2.25% - 190	2.75%— 235	3.50%— 300
4	2.50%— $215$	3.25%— 275	4.00% — $340$

Note: A la carte @ 4.80 per hour or major fraction thereof paid on current basis via overtime slips each payday.

### PUBLICATIONS AND PUBLICITY

		Weekly	Monthly	Quarterly	Literary
	House Paper	<b>25-30</b> issues	9-12 issues	4-6 issues	Magazine
1	1.25%—\$105	6.00%—\$510	3.00% - 255	1.50%—\$130	3.00%—\$255
2	1.50% - 130	6.50% - 555	3.50% - 300	2.00% - 170	3.50% - 300
3	1.75% - 150	7.00%— 595	4.00% — 340	2.50% - 215	4.00% - 340
4	2.00% - 170	7.50%— 640	4.50%— 385	3.00% - 255	4.50% - 385

### **CLUBS AND SPECIAL ACTIVITIES**

	Class I	Class II	Class III
1	1.25%—\$105	1.75%—\$150	2.75%—\$235
2	1.50%— 130	2.25%— 190	3.25% - 275
3	1.75%— 150	2.75% — $235$	3.75%— 320
4	2.00%— 170	3.25%— 275	4.25%— 360

## SENIOR HIGH SCHOOL (\$57,670)

Counselor-Same as Mddle School

### DEPARTMENT CHAIRMEN

	Class I	Class II	Class III
1	7.5%—\$640	9.5%—\$810	15.0%—\$1280
2	8.5%— 725	10.5%— 895	16.0% - 1365
3	9.5%— 810	11.5%— 980	17.0% - 1450
4	10.5%— 895	12.5%—1065	18.0%— 1535

	Bookstore	Subject matter	Со-ор	Student
	(Incl. Summer)	Coordinator	Coordinator	Government
1	15.5%—\$1320	3.0%—\$255	6.25%—\$535	9.0%—\$770
2	16.5%— 1405	3.5%— 300	6.75% — 575	10.0% - 855
3	17.5%— 1490	4.0%— 340	7.25% — 620	11.0% — 940
4	18.5%— 1580	4.5%— 385	7.75%— 660	12.0% - 1025

### **PUBLICATIONS**

	Newspaper	Yearbook	Literary Mag.	Asst. for Publ.
1	8.0%—\$680	8.0%—\$680	3.0% - 255	1.75%—\$150
2	9.0% - 770	9.0%— 770	3.5% — 300	2.25% - 190
3	10.0% — $855$	10.0%— 855	4.0%— 340	2.75% - 235
4	11.0%— 940	11.0%— 940	4.5%— 385	3.25% - 275

### SENIOR HIGH SCHOOL (continued)

### **VARSITY ATHLETICS**

### Football — Basketball — Swimming

	Head	Assistant		
1	12.0%—\$1025	7.5%—\$640		
2	13.0%— 1110	8.0%— 680		
3	13.0%— 1110	8.5% - 725		
4	13.5%— 1150	9.0% - 770		

### WRESTLING — TRACK — BASEBALL

### CROSS COUNTRY — GOLF — TENNIS

	Head	Assistant	Head	
1	10.5%—\$895	7.5%—\$640	7.5%—\$640	
2	11.0%— 940	8.0%— 680	8.0%— 680	
3	11.5%— 980	8.5%— 725	8.5%— 725	
4	12.0%—1025	9.0%— 770	9.0%— 770	

Note: If assistant Cross Country Coaches become necessary, their compensation should approximate 70% of the head coach.

#### **INTRAMURALS**

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### CLUB, CLASS SPONSORS, SPECIAL ACTIVITIES

	Class I	Class II	Class III	Class IV	Class V Multiple	
	10-15	15-20	20-30	Weekly	Weekly	
	Sessions	Sessions	Sessions	Sessions	Sessions	
1	1.25%—\$105	1.75%—\$150	2.50% - 215	5.50%—\$470	8.0%—\$680	
2	1.50% - 130	2.25% - 190	3.00%— 225	6.00% - 510	8.5% - 725	
3	1.75% — 150	2.75% - 235	3.50% - 300	6.50% - 555	9.0% - 770	
4	2.00%— 170	3.25%— 275	4.00%— 340	7.00%— 595	9.5%— 810	

NOTE: Placement as high as the third step of the appropriate EPED schedule will be possible if substantially similar prior experience in specific activity has been had. This is limited to coaching varsity athletics, music and drama production, changing or coordinating a subject-matter department, and school publications.

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### PUPIL PERSONNEL

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1.	Teachers of Mentally Handicapped	\$330.00
2.	Teachers of Emotionally Disturbed	330.00
3.	Teacher-Consultants Handicapped Children	330.00
	School Social Workers	660.00
5.	Chairman of Speech, School Social Worker	
	and Remedial Reading sections	480.00
6.	Extra-ordinary parent conferences (Speech Reading)	4.80 per authorized conference

### **PUBLIC LIBRARY**

1.	Chiefs of Processing,	Children	Service,	Central	Library	\$1020.00
2.	Branch Librarians					725.00