

6/30/76

Grosse Pointe

# AGREEMENT

BETWEEN THE

GROSSE POINTE BOARD OF EDUCATION

AND THE

GROSSE POINTE EDUCATION ASSOCIATION

1973 - 1976

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Michigan State University

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM

Grosse Pointe, Michigan

Carl W. Lord, President  
Grosse Pointe Education Ass'n  
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St Clair Shores, MI 48081

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# AGREEMENT

Between the

GROSSE POINTE BOARD OF EDUCATION

and the

GROSSE POINTE EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 14th day of January, 1974 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 years 1973-1976; 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 and the requirement of additional professional training available in the Metro-Detroit area in order to implement curriculum changes in their teaching assignment) 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 involve teachers in the development of such rules. The Association shall have the opportunity to nominate five (5) teachers, one of whom the Board shall appoint as the Association's representative for such occasions. In the event of an emergency situation when such rules are developed without the direct participation of some member of the teaching staff the Board agrees that ten (10) working days prior to the adoption date of any such rules it shall give the Association notice of any such proposed rules. The



Association shall submit to the Board whatever written recommendations it may have within five (5) working days prior to the adoption date of such rules.

When the Association has not been involved in the development of such rules, and advance notice was not possible because of the urgency of time, the Board agrees that a review of such action will be scheduled at the request of the Association to consider recommendations after the Board's adoption of said 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 to involve teachers in the development of such rules and personnel policies. The Association shall have the opportunity to nominate five (5) teachers, one of whom the Board shall appoint as the Association representative for such occasions. In the event of an emergency situation when such rules or policies are established without the direct participation of some members of the teaching staff, the Board agrees that ten (10) working days 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 written notice of any proposed rule or policy. The Association will submit whatever recommendations it may have within five (5) working days prior to the adoption date of such changes. When the Association has not been involved and advance notice was not possible because of the urgency of time, the Board agrees that a review of such action will be scheduled at the request of the Association, to consider recommendations after the adoption of said changes.
- 3.7. To be under no obligation to replace resigned or departed staff members when in the judgment of the Board such action would perpetuate a staffing problem which is the result of less than projected enrollments or reduced student elections in certain subject matter areas. Staffing problem areas shall be identified by the Board by October first and March first and communicated to the Association.

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

The Board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the Board and 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. Whenever possible, meetings shall be scheduled in such a manner as to accommodate the discussion of proposed rules or policy changes (as per Articles 3.4. and 3.6.).

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. A mutually prepared agenda shall be provided to all contract review members three duty days prior to the date of the meeting.

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 in relation to employment or promotion by reason of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in 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 diversification in its personnel reaffirms a policy of actively seeking representation from all racial and ethnic groups and representation of both sexes at all staff and administrative positions throughout the school system.

#### 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.
- 5.5. All persons assisting in the educational process shall be under the direct supervision of a teacher or an administrator.

## 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 installments spread from the initial deduction paycheck through the last pay period for the school year.

The Association shall, at least sixty (60) 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.

PROFESSIONAL FINANCIAL RESPONSIBILITIES

6.4.1.

Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the effective date of this Agreement or from date of commencement of teaching duties, whichever is later, shall as a condition of employment tender as a representational benefit fee to the Association an amount equal to the united professional dues of the Association. Provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Article 6.3. In the event that a teacher shall not tender such representation benefit fee directly to the Association or authorize payment through payroll deductions, as provided in Article 6.3., the Board shall, upon motion of the Association, cause the termination of employment of such teacher subject to paragraph 6.4.2.3. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

The parties recognize that the provisions of this Article are retroactive to July 1, 1973 with the proviso that teachers who are not members of the Association as of the date of Board ratification of this Agreement shall have thirty (30) days from such date to either make application for membership or tender the appropriate Representational Benefit Fee retroactively computed from September 1, 1973.

6.4.2.

The procedure in all cases of discharge for violation of this Article shall be as follows:

6.4.2.1.

The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

6.4.2.2.

If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

6.4.2.3.

The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceeding shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Association, in the processing of charges agrees not to discriminate between various persons who may have refused to tender Representation Benefit Fee:

6.4.3. Sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation benefit fee, shall be sent promptly to the Association under procedures to be established by the Director of Business and Finance. The Association shall remain responsible for the ultimate disbursement of such monies.

6.4.4. The Association agrees to assume the legal defense of any suit or action brought against the Board, its agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, its agents or employees for any cost or damages which may be assessed as the result of said suit or action.

6.5. OTHER PAYROLL DEDUCTIONS

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

- MESSA (Michigan Education Special Services Association)
- Hospitalization insurance rider premiums
- U.S. Savings Bonds purchases
- Detroit Teachers' Credit Union
- Established tax-deferred annuity plan premiums
- United Foundations contributions

and agrees to disburse these deductions for the purposes intended at the scheduled due dates agreed upon by both parties. Procedures for these payroll deductions shall be established by the Director of Business and Finance in consultation with the Association.

The Board agrees to continue a plan in pursuance of the applicable provisions of the school code, whereby the Board may, upon the request of a teacher, to purchase a retirement or other type of annuity insurance contract for him/her; provided, however, the entire premium with respect to such annuity insurance contract shall be deducted from the teacher's salary. It is intended that such annuities will qualify under the provisions of Section 403(b) of the Internal Revenue Code relating to tax sheltered annuity plans. Any such annuity insurance contract purchased by the Board on behalf of a teacher shall be owned by the teacher and his rights thereunder shall be non-forfeitable except for failure to pay premiums. The Board shall not be liable for the payment of such premiums except with monies withheld from the teachers' payroll.

Participating companies shall be the Michigan Education Financial Services Association, the Northwestern Mutual Life Insurance Company, and the Prudential Insurance Company of America.



6.6.

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; and the Association shall reimburse the Board for full substitute cost for such teacher absence.

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.

6.7.

RELEASED TIME FOR ASSOCIATION ACTIVITIES

At the beginning of every school year, the Association shall be authorized a bank of thirty (30) days to be used by teachers who are officers or designated representatives of the Association to participate in area, state, or national business activities of the Association. The Association agrees to reimburse the Board for the full cost of all substitute teachers used in connection with such absences. In the event that additional days are needed, the Association will consult with the Board and work out such additions as both parties agree are 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.

6.8.

RELEASED TIME FOR ASSOCIATION PRESIDENT

The Association President shall be granted up to full-time 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 Association shall reimburse the Board for the full salary and cost of fringe benefits paid the President.

The President's return to his former position shall be guaranteed if that position still exists. In the event that the position does not exist, the returning President shall be assigned to a position that satisfies the curriculum needs of the District as determined by the Board and which is acceptable to the returning President.

The President shall be placed at the same position on the salary schedule as if he/she had taught in the District during such time.

6.9.

RELEASED TIME FOR PSC VICE-PRESIDENT

The Association Vice-President in charge of the Professional Study Committee or his/her designee shall be provided, without loss of pay five (5) days of released time plus such other time as is approved by the Assistant Superintendent of Instruction to consult with teachers and with Board representative in matters relating to school instructional program.

6.10.

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 COMMITTEE

The Association shall appoint a personnel committee to serve in an advisory capacity to the Board to review and evaluate applications for sabbatical leave, and conference and convention expenses.

The composition and size of the personnel committee, 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, curriculum, 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 of 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, consultative, 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 have access to information about all instructional and curriculum matters with primary emphasis on curriculum development, educational philosophy, student and program evaluation, content, organization, materials, and teaching techniques.

The Department of Instruction shall provide the PSC with a listing of the instructional and curriculum projects they intend to initiate. The PSC, in turn, may advise the Department of Instruction of their concerns and priorities.

8.5.

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. Departments, grade level teachers, and individual teachers are encouraged to undertake curriculum projects in order to improve the instructional program.

8.5.1.

Application for approval of curriculum work of unusual magnitude.

8.5.1.1.

All applications for approval for such work shall be forwarded by the designated building administrator to the Department of Instruction and to the Association.

8.5.1.2.

When it is deemed appropriate by the teacher applicant, the principal, the Department of Instruction, and PSC, the teacher may be released from his regular teaching assignment to complete the project or the teacher may be remunerated for the work. (See Appendix B).

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.
- 9.1.5. Time limits for filing required written notices or responses shall be verified by having duplicate copies of all such notices or responses signed by an authorized receiving party with a notation of the time and date of receipt. In the absence of such signed verification, the written notice or response shall be mailed via a "registered letter, returned receipt requested" indicating a posting date and time which is prior to the required time limit. Such mailing procedure shall be satisfactory compliance to time requirements for this Article.

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 procedures during times 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 fifteen (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 five (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 three (3) days after the informal discussion required under Level One.

Within three (3) 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 therefore, 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 President of the Association within three (3) days after receipt of the decision.

The GPEA Vice-President, Professional Rights and Responsibilities, shall make recommendation to the GPEA Executive Board which shall, within five (5) days, make a judgment on the merits of the grievance.

If the GPEA Executive Board 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 GPEA Executive Board decides the grievance has merit, it shall refer the grievance to the Superintendent of Schools within two (2) days following the prescribed three (3) days period to act upon such grievances.

9.3.4.

LEVEL FOUR

Upon receipt of the grievance, the Superintendent of Schools shall appoint a committee which shall not exceed three (3) persons to represent the Board in meeting with the GPEA Executive Board 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 seven (7) days after receipt of the written grievance, the Superintendent of Schools and his Committee shall meet with the GPEA Executive Board 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 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 within four (4) days of said meeting.

9.3.5.

LEVEL FIVE

If the grievance is not resolved by the Superintendent of Schools and/or his committee and the GPEA Executive Board within two (2) days of its consideration by them, the grievance may be referred by the aggrieved person to the Board of Education. If such option is to be exercised, it shall be filed with the Board secretary within two (2) days of receipt of the Superintendent's decision or within two (2) days of the expiration of the time period in which the

Superintendent was to make a decision. Within ten (10) days of receipt thereof by the Secretary of the Board of Education in executive session or a committee of members (excluding any member who has previously been a party in interest in the matter) shall meet with the GPEA Executive Board to attempt to resolve the grievance. Disposition of the grievance in writing by the Board shall be made no later than eight (8) 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 sixty (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 ten (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

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. When and where such students (meaning students who during 1972-73 were attending a self-contained adjusted learning class) are placed in the normal classroom, the Board shall attempt to assign only one such student per classroom. In the event it is necessary to exceed this limit of one such student, the Board agrees that class size, when appropriate, will be reduced and that added support and assistance shall be given the teacher with respect to suitable learning materials and/or teacher aides. 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 discipline of students as established by the Board or required by law. The Board agrees to involve the Association in the development of rules governing the conduct and disciplining of students in accordance with the provisions of Article 3.4



- 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 \$300,000 for a single injury, \$500,000 for single occurrence, and \$50,000 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. In addition to these basic amounts of insurance the Board shall provide a \$5,000,000 Umbrella Liability Policy to supplement and extend the above described basic coverage. 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.

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 assignment. 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 the six (6) days prior to the closing date for filing application. 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 TIME WHEN SCHOOL IS NOT IN SESSION

Notice of all vacancies and newly created positions shall be made available (as well as there are confirmed openings) to the Association and accessible at the Board offices at time when the offices are normally open and when the schools are not in session. Summer address cards shall be made available to the Association in the Board of Education offices in like manner.

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.

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 destruction, while on duty in the school, of his personal property of a kind normally worn or brought into the school building, when the same has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual 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 not be 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. Teachers shall have the opportunity to react and include a supplementary statement to his personal file at this time.

Unsigned letters or anonymous complaints shall not constitute grounds for any corrective or disciplinary action against any teacher by an administrator.

Instructional complaints written by students shall not be included in a teacher's personal file.

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.

The personal files of teachers maintained at the teacher's school shall be reviewed during the year in which the teacher is evaluated according to the regular mandatory tenure teacher evaluation (as described in Article 11.9.1.). All complaints directed toward the teacher which are three or more years old shall be removed.

The personal files of teachers maintained at the Board Office may be reviewed by the teacher and all materials in the nature of reprimands, complaints, and corrective action, which involve a single occurrence and which are five or more years old may be discarded upon the request of the teacher.

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.

Teachers may make recommendations to their immediate supervisors concerning the assignment of substitute teachers. Such recommendations shall be in writing and shall contain data which supports the recommendation. The Board shall act upon such recommendations to the extent that it is reasonable and/or feasible.

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.

Approved professional conference days shall count as teaching days.

The Board shall bear the expenses for approved conference attendance and approved plans for travel according to the following table:

Travel .....

Documented Air Transportation.  
\$.10 per mile as listed in the AAA mileage chart between Detroit and the conference city + 10 miles (double for round trips).  
No additional reimbursement shall be provided for tolls.

Overnight .....

\$25 per day undocumented allowance for lodging and three meals.

Food for partial days and non-overnights .....	\$2.00 ... Undocumented reimbursement for breakfast.
	\$3.00 ... Undocumented reimbursement for lunch.
	\$6.00 ... Undocumented reimbursement for dinner.
	Reimbursement for approved conference meals.
Parking .....	\$2.00 Undocumented reimbursement per 12 hours of conference attendance for an approved driver.
Transfers .....	\$20.00 Undocumented reimbursement when the transportation plans do not involve the use of an automobile.
Hotel Gratuities .....	\$2.00 Undocumented reimbursement per conference.

The Board shall pay the cost of substitute teachers.

The maximum allowance for one conference shall be \$225.00. The maximum number of leave days for conference attendance for one teacher shall be three days during one school year.

10.10.

VISITING DAY

Upon recommendation of the principal and approval of the Board, one visiting day per school year for educational purposes shall 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 (six) school months shall be supported by the Board as provided in Appendix D of this Agreement for the duration of this Agreement.



Only personal illness or disability and/or emergency medical procedures shall be covered by said sick-leave policy. Teachers may be required, at the time of their absence, to furnish information and possibly physician affidavits concerning their absence as the Board may require. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.

#### 10.11.1.1.2. ELIGIBILITY

Part-time teachers who are regularly employed and have tenure status shall be eligible for such leave. Teachers on Sabbatical or Exchange Teacher Leaves of Absence also shall be eligible for Tenure Sick-Leave.

Probationary teachers shall not be eligible for such leave until probation has been completed. Returning teachers who previously acquired tenure in Grosse Pointe and teachers on other Extended Leaves shall not be eligible until they commence regular active employment.

Eligibility for teachers completing probation, other than at the end of a school year, will commence on the first day the teacher returns to work following the last duty day in their past probationary year.

Eligibility for teachers completing probation at the end of a school year shall commence on the fourth from the last duty day of such probationary year if the teacher is actively at work on such duty day or on the first duty day the teacher reports for work thereafter; provided however, the teacher must have signed and returned a Professional Contract if issued for the ensuing school year in order to be eligible on such date, otherwise eligibility shall not begin until commencement of regular active employment in the ensuing school year.

In the event of resignation from the professional staff accepted by the Board, eligibility shall cease on the last day of regularly assigned duties.

#### 10.11.1.1.3. DEFINITION OF ILLNESS OR DISABILITY

For purposes of Tenure Sick-Leave, illness or disability means the complete inability of the teacher, due to sickness or injury, to perform any and every duty pertaining to his assignment with the Board. Illness, includes cases where emergency medical procedures are required. Illness or disability shall not exist where a teacher is actively working for the Board, another employer, or in self-employment, or is confined in a penal institution. Illness or disability shall not exist where caused or contributed by intentionally self-inflicted body injury, or war or any act of war. Pregnancy shall not constitute an illness or disability.

A teacher shall keep his/her immediate supervisor advised of his/her whereabouts at all times while on sick leave.

10.11.1.1.4. BENEFITS

Eligible teachers on Tenure Sick-Leave shall be paid at a daily rate determined by their base salary for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

If benefits continue to be payable in a succeeding school year, such benefits shall be increased on the date the teacher would have begun active employment in such succeeding school year had he/she not become ill or disabled, such increase to be determined by the teacher's contracted base salary for such ensuing school year.

Tenure Sick-Leave Benefits shall be reduced by benefits payable under the Michigan Workmans Compensation Act, or any commutation there of and by disability benefits payable under the United States Social Security Act or any other disability benefits payable under applicable State or Federal Law, or any such benefits which would have been payable had timely application been made therefor.

10.11.1.1.5. TERMINATION OF BENEFITS

The Board has purchased an Insurance Contract from the Prudential Insurance Company of America dated July 1, 1966 which insurance contract provided Long-Term Disability Insurance for all Tenure and Continuing Contract Teachers. Tenure-Sick-Leave Benefits shall terminate as of the date the teacher becomes eligible to receive, or would be entitled to receive upon timely pursuit of a claim therefore, Monthly Income Benefits as provided in said Long-Term Disability Insurance Contract.

Any summer escrow funds due the teacher shall be paid in full before Monthly Income Benefits as outlined in the Certificate of Insurance issued each teacher by The Prudential Insurance Company of America are due and payable.

Tenure Sick-Leave benefits shall terminate in any event at the expiration of 120 consecutive duty days for each unrelated illness or disability for which such benefits have been paid to the teacher (unless the teacher subsequently becomes reeligibile by return to regular employment), notwithstanding the fact that such teacher may be ineligible for Long-Term Disability Insurance benefits for reasons beyond the control of the Board of Education.

Tenure Sick-Leave benefits shall terminate upon the occurrence of the teacher's mandatory retirement date.

10.11.1.1.6. APPLICATION FOR SICK-LEAVE

In personal illness cases of an emergency or unanticipated nature, personal or telephone notification shall be given to the central office or to the teacher's immediate supervisor, at least one hour before the teacher normally reports for work. Failure to meet this requirement shall result in a deduction of pay unless failure to notify was beyond control of teacher. If the unanticipated illness

appears that it will continue beyond the initial day, the teacher shall notify the building by 3 p.m. each successive day of illness so that substitute teacher arrangements can be extended.

In cases where necessity for Sick-Leave can be anticipated, application for such Sick-Leave shall be made on the prescribed form, available at any school office, and forwarded to the office of the Assistant Superintendent-Personnel.

#### 10.11.1.1.7. RETURN TO DUTY

When a teacher's Sick-Leave absence is anticipated to extend beyond ten (10) duty days, the teacher may be required to file in the office of his immediate supervisor before the fifteenth (15th) duty day, a personal physician's certificate as to the nature of such illness and the anticipated period of additional absence. The teacher may be required to file additional certification each thirty (30) days following the date the first certification was due.

When a teacher is ready to return after fifteen (15) consecutive duty days of tenure sick-leave, he/she may be required to secure "Return to Work Clearance" authorized by the Board physician. Such return to work clearance shall be issued upon the Board physician's best medical judgment with special emphasis upon the welfare of pupils and the confidential nature of such medical information. The Board shall assume the cost and provide forms and administrative procedures for such examinations.

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

#### 10.11.1.1.8. ABUSES OF SICK-LEAVE POLICY

When a teacher is unable to substantiate the necessity of Sick-Leave absence by a physician's certification, where required, or where it is otherwise determined by the Board that illness or disability of a teacher does not or did not exist although claimed by the teacher for purposes of obtaining Sick-Leave; absence from duties in such cases shall be deemed an Unexcused Absence and subject to pay deduction as well as to other disciplinary action.



Where it has been determined by the Board that the "sick-leave absence" of a teacher is an Unexcused Absence, as provided above, the teacher may invoke the Grievance Procedure; provided however, in such cases the Grievance Procedure shall be initiated at Level Three and the Board may require as a prerequisite to the invocation of the Grievance Procedure, the teacher to submit to an examination by a qualified physician selected by the Board, or at the option of the teacher, to a qualified physician nominated by the teacher's physician and the Board's physician.

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 ten (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 ten (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.

10.11.1.2.3. WORKMAN'S COMPENSATION

There shall be deducted from probationary sick-leave benefits an amount equal to benefits which a teacher may receive under the Michigan Workmen's Compensation Act with respect to the same period of time; provided however, total allowed or accumulated sick-leave days shall be charged only with that portion of a sick-leave day represented by the reduced benefit.

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 normally shall not exceed one year. Upon written request the Board may extend such a leave to a maximum of four years, subject to an annual review and when such leave is for the purpose of serving in a public office. The teacher requesting the leave shall give a definite assurance that he/she intends to return to the employ of the Board at the termination of the leave.

10.11.2.2. MATERNITY, PRE-MATERNITY, AND CHILD CARE LEAVE

10.11.2.2.1. MATERNITY LEAVE

A Maternity Leave of absence without salary shall be granted a teacher upon written request. This request shall be filed immediately after a pregnancy is determined to exist and certified in writing by the teacher's physician. The leave is to commence at such time as determined by the teacher and her physician unless the recommendation involves an extreme in either starting the leave unusually early, or unusually late in the pregnancy. In such cases a Board's physician may be asked to make a recommendation as to the starting date of the Maternity Leave. If the two physicians cannot agree, a third physician shall be chosen in accordance with Article 10.11.1.1.7. paragraph 3.

Unless the teacher requests a Child Care Leave, return from Maternity Leave shall be at the earliest possible date following delivery of the child based on her physician's recommendation. The recommendation of the teacher's physician shall be considered and followed except in instances where the physician recommends a Maternity Leave terminate more than six (6) weeks following delivery, or the return appears premature and not in the best interest of the school district. In such cases, the opinion of the Board's physician relative to the teacher's physical condition will be sought (See Article 10.11.1.1.7. if there is disagreement). The teacher shall file her physician's tentative recommendation as to the date she is able to return to work not later than the end of the third week following delivery of the baby. If a recommendation is received to postpone the return from Maternity Leave beyond six (6) weeks after delivery of the teacher's child a Board's physician will be asked to evaluate the situation and make a recommendation as to when the Maternity Leave shall end. Resumption of teaching duties shall be expected as soon as the Board physician states that the teacher's physical condition is such that she can satisfactorily perform any and all of her duties unless she is granted an unpaid Child Care Leave or resigns. If there is disagreement regarding the teacher's physical condition, the procedure outlined in Article 10.11.1.1.7. shall be followed.

10.11.2.2.2. PRE-MATERNITY LEAVE

A teacher desiring to cease work earlier than necessary as determined by medical advice shall apply and shall be granted a Pre-Maternity Leave if a suitable replacement is available. This leave shall become a Maternity Leave at the end of the eighth (8th) month unless it is medically determined that the teacher is eligible to begin a Maternity Leave at a different date. (Earlier or later)

She shall be required to furnish the Board with a written medical report monthly stating whether or not she is able to perform any and all of her duties each month following the commencement of a Pre-Maternity Leave. The Board may also cause the teacher to be examined by its own physician for this purpose. If there is disagreement regarding the teacher's physical condition the procedure outlined in Article 10.11.1.1.7. shall be followed.

10.11.2.2.3. CHILD CARE LEAVE

A teacher may request, and may be granted a Child Care Leave to begin at the end of her Maternity Leave for a period not exceeding one year unless renewed by the Board. A Child Care Leave must be requested by the end of the third week following the birth of the child.

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.

10.11.2.2.4. GENERAL MATERNITY LEAVE PROVISIONS

For the purposes of this Article it will be presumed that in a normal pregnancy, gainful employment through the end of the eighth month of pregnancy is a reasonable expectation. It will also be presumed that within six (6) weeks after a normal delivery, if school is in session, the teacher will return to duty. Should school or the public library be recessed for a holiday or for the summer months, return to duty the first duty day following such recess shall be expected if six (6) weeks has elapsed since delivery of the baby. Medical evidence to the contrary will be required in all cases which depart from these norms.

Vacancies created by Maternity Leaves encompassing no more than fifty (50) teaching days shall be filled on a temporary basis so that the regular teacher may return to her same position at the conclusion of her Maternity Leave. The year in which such a leave occurs shall count as a full year for purposes of determining seniority and longevity status.

Maternity, Pre-Maternity, and Child Care Leaves shall be without salary and sick leave benefits. Fringe benefits will terminate at the end of the Maternity Leave if a Child Care Leave is granted or a resignation is accepted by the Board.

All reports from a teacher's physician shall be made upon a form provided by the Board.

The Board agrees that the cost of defending any legal action which may arise from this Article shall become the total responsibility of the Board and that the Association shall be held harmless for any such actions.

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 ten (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 (10) school days per school year) and the duty required results in the teacher exceeding a career total of ten (10) 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 period exceeding ten (10) 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 thirty (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 two (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 one (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.

A teacher who assumes a position on the staff of The Michigan Education Association or the National Education Association, shall be granted upon application up to one (1) year leave without pay to assume such responsibilities with the option to renew such leave for up to one additional year. The teacher shall notify the Board in writing by July 1 whether the option for the subsequent year is to be exercised. Further extension of said leave shall be jointly agreed to by the Board and the Association.

10.11.2.8. SABBATICAL LEAVE

Sabbatical leaves shall be available for up to two percent of the staff each year, however, the Board of Education reserves the right to reject any or all requests for Sabbatical Leave applications which have been duly processed. If a moratorium has been declared by the Board for the year, after consultation with the Association, processing of application shall not be necessary. 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 10.11.2.8.5.3.)

#### 10.11.2.8.1. PURPOSES OF SABBATICAL LEAVE

Sabbatical leave is given to teachers to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leaves for other types of experiences will be considered on their merits and may be approved by the Board.

The following information shall be presented in the application as evidence of the teacher's plan to fulfill the purposes of the Leave:

##### For Formal Study - - -

A program of work should be outlined which will qualify the applicant for a higher credential in his/her profession, or a program of recognized courses relating to the present or prospective service of the applicant in his/her profession.

##### For Research and/or Writing - - -

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his/her profession.

##### For Travel - - -

A plan, including the proposed itinerary, shall be submitted starting with professional objectives which are sought through such travel.

##### For Other Reasons - - -

A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the Leave, and also stating the expected value to the school system.

#### 10.11.2.8.2. ELIGIBILITY AND QUALIFICATIONS

Any teacher who meets the following qualifications shall be eligible to apply for Sabbatical Leave.

Applicant must hold a life or permanent certificate.

Applicant must have seven (7) consecutive years of satisfactory service as a full-time teacher in The Grosse Pointe Public School System. Exceptions may be made for applicants for whom full-time assignments were not available. Absence from service in the District for a period of not more than one year under a Leave of Absence without pay, granted by the Board for professional improvement or restoration of health shall not be deemed a break in the continuity of service in computing the seven (7) consecutive years. Military service of any duration shall not be deemed a break in the continuity of service and one year of such service shall be included as a year of service in computing seven (7) consecutive years.

Subsequent Sabbatical Leaves may be authorized after eligibility has been re-established by an additional seven (7) consecutive years of satisfactory full-time service.



Insofar as possible a proportionate division of leaves shall be granted to the various areas of the teaching staff. (Sabbatical leaves which, because of large cash awards or grants, involve no salary from the Board will not be considered as part of the 2% maximum.) A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.

#### 10.11.2.8.3. AUTHORIZATION

Sabbatical leave of absence may be granted to teachers subject to the approval of the Board upon the recommendations of the Superintendent of Schools.

The rules and regulations of the sabbatical leave program shall be interpreted in accordance with Michigan statutory provisions of Section 340.572, School Code 1955 M.S.A. 15.3372 and any amendments thereto.

#### 10.11.2.8.4. APPLICATION REQUIREMENTS AND PROCEDURES

Applications for sabbatical leave must be filed on the prescribed forms with the Superintendent. The due date of such applications shall be February 15 for leaves beginning with the ensuing school year and October 15 for leaves beginning at mid-year. The Superintendent shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after the due date for filing the application.

The following additional conditions and procedures shall prevail with reference to applications for sabbatical leave:

Upon receipt of all such applications, the Superintendent shall refer them to the Personnel Committee for preliminary study and consideration. It shall be the duty of the committee to make recommendations to the Superintendent concerning all applications for sabbatical leave. In recommending approval of an application the committee shall consider the following factors:

- (1) Purpose of the leave.
- (2) Seniority of service in the school system.
- (3) Potential benefit to the school system through the professional growth of the teacher.
- (4) Other factors deemed important.

Approval of a sabbatical leave by the Board will be contingent upon securing a teacher qualified to assume the applicant's duties.

A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Board.

The Board of Education reserves the right to reject any or all requests for sabbatical leave of absence.

As a condition to receiving final approval for a sabbatical leave, a teacher shall file with the Board a written agreement stipulating that he/she will remain in the service of The Grosse Pointe Public School System, for a period of three (3) years after the expiration of said leave.

10.11.2.8.5. REQUIREMENTS AND STATUS WHILE ON SABBATICAL LEAVE

10.11.2.8.5.1. Financial Policies

The compensation for the teacher on sabbatical leave shall be three-quarters (3/4) of the base salary; plus full insurance benefits he/she would receive were he/she on active staff status for the period in which the leave is effective; provided, that the sabbatical leave may be adjusted when the recipient receives additional compensation.

The Board's contribution will be reduced by the amount the combination of the Board salary and any grants, stipends, scholarships or current earnings directly associated with the sabbatical leave and paid the teacher on a current basis exceed the full base salary a teacher would receive were he/she on regular full-time duty in the school system.

Payment of salary to a teacher on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The teacher on leave shall be responsible for keeping the Business Office notified as to his/her address.

A term of sabbatical leave shall entitle a teacher to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.

A teacher who becomes ill or disabled as defined in Article 10.11.1. while on sabbatical leave shall be eligible to receive the sick leave benefits as set forth in Article X of the Master Agreement. The Board must be notified promptly of accident or illness. This notice must be given within ten (10) days after an accident or the beginning of illness. Upon request, evidence of such accident or illness must be provided for the Board's consideration.

Any teacher granted a Sabbatical Leave of Absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Board and the teacher may agree upon in writing.

10.11.2.8.5.2. Reports Required While on Sabbatical Leave

A teacher on sabbatical leave shall report to the Board as follows:

The teacher shall immediately request approval from the Board for substantial changes in the planned program of the leave as outlined in the approved application.

An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable the Board to determine that the leave is being utilized in the approved manner.

The Board may require, and the teacher shall promptly furnish such additional reports as the Board deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. In the event that the Board shall find that the teacher is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the teacher by the Board shall become immediately due and all future payments shall cease. Each teacher returning from sabbatical leave shall file a final written report with the Board not later than a month after the day on which the teacher again takes up active service. The report shall include the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. A teacher shall not be considered as having completed the requirements of the sabbatical leave until his/her final report has been approved by the Board. At its discretion, the Board may require proof that the program as presented by the applicant has been followed.

#### 10.11.2.8.5.3. Requirements and Status Upon Returning from Sabbatical Leave

At the expiration of a sabbatical leave the teacher shall be restored to his/her position or to a position of like nature, seniority, status and base pay, excluding, however, any extra-pay for extra-duty assignment, unless the teacher receives written assurance from the Board that the extra-pay for extra-duty assignment shall also be restored; provided, that the teacher remains eligible for reinstatement under other rules and regulations of the Board, subject to the provisions of Article 14 (Reduction in staff).

If a teacher does not return immediately and remain in The Grosse Pointe Public School System for three (3) years following his/her sabbatical leave, he/she shall within three (3) years repay the Board an amount of money which shall bear the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the teacher becomes incapacitated to work, is subject to reduction of staff (Article XIV), or in cases wherein the rule is waived by the Board.

#### 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. Teachers on leave are subject to all provisions of Article XIV (Reduction of Professional Staff).

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. EMERGENCY BUSINESS LEAVE

Two days per year with pay shall be provided each regular teacher (other than a contracted substitute) as leave for personal business of an emergency nature.

It is agreed that Emergency Business Leave days are provided for the vast number of legitimate business, professional and family obligations a teacher regularly encounters which cannot be met outside the regular school day and which, if not otherwise met, would result in some financial loss or personal hardship. Normally, 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.

- 10.11.3.1. Emergency Business Leave days are not intended for casual or indiscriminate use. The GPEA Executive Board of the Association shall act as a regulating agency, to study reported abuses, and to deliver judgments absolving or censuring the users as the merits of the case dictate, including a report of finding to the Board.

- 10.11.3.2. It is not permissible to use Emergency Business Leave for: Recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, other employment of any kind, absences to accompany a spouse on a business convention, vacation trip, or as a substitute for a visiting day or conference leave.
- 10.11.3.3. Emergency Business Leave shall not be available at the beginning or ending of the school year, before or after holidays, breaks, visiting days or conference days.
- Exceptions to this rule may be granted in unusual circumstance by the Superintendent.
- 10.11.4. LEAVE FOR ILLNESS OR DEATH IN IMMEDIATE FAMILY
- Leave for reasons of serious illness or death of member 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. 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.
- 10.11.6. 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.

10.11.7.

DOUBLE COMPENSATION

Compensation received by a teacher as a result of activities while on an approved leave of absence, with full salary, shall not be permitted. The "Compensation" above referred to shall include monies or other compensation received by the teacher in consideration of work or other duties performed, (e.g. pay earned for teaching a workshop). "Compensation" shall not include bona fide honoraria received by the teacher in recognition of meritorious public or professional service, which honoraria is not specifically related to activities performed while on such leave of absence or royalties for published manuscripts which are the products of sabbatical leaves.

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

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

10.11.8.

ABSENCE FROM TEACHING RESPONSIBILITIES

A teacher shall attempt to plan in a manner which will provide only three (3) days absence from the classroom per school year for the combined purposes of visiting days, conference days, or emergency business days.

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 guaranteed 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

It is agreed by the Board and the Association that for the 1973-74 - 1974-75 - 1975-76 school years there shall be in each year 187 duty days for all teachers and 183 student instruction days.

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 school 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 it is determined by the Board that all schools shall be closed at a time when classes are normally scheduled because of an emergency, teachers will not be required to report for duty and said day shall be considered a paid duty day. Such an emergency closing refers to conditions normally defined as an act of God (severe weather, building service break-down, or catastrophic situations as may be determined by the Board). Radio and TV stations which will be official outlets for closing information will be posted by the Board at the beginning of the school year.

All teachers are required to report for duty at times when only a fraction of the school system may be closed down. In the event of an emergency when only some children are excused on a scheduled day of attendance, teachers may be reassigned to other duties or buildings for the duration of the emergency. Emergency closing will normally be announced on local radio and/or television stations.

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 the 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 THE SCHOOL DAY

All teachers shall be at their duty stations or be performing a duty function not later than fifteen (15) minutes before the opening of the pupils' school day in the morning. Teachers shall not be required to remain longer the fifteen (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 five (5) minutes after the close of the pupils' school day.

On a school day other than Tuesday, teachers attending a graduate or undergraduate credit class shall have the option of leaving immediately after students have been dismissed.

11.5.2.

LUNCH PERIOD

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

11.5.3.

TEACHING ASSIGNMENT - - SECONDARY SCHOOL

A teacher in a secondary school shall be assigned to five (5) teaching periods, a preparation period, and a homeroom or another equal responsibility in a six-period 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. All elementary teachers shall have not less than twenty (20) consecutive minutes of preparation time during the teacher's school day.

The Board shall relieve teachers from teaching responsibilities when the conference load exceeds six (6) conferences per half day as a result of class size or approved teacher absence.

Elementary teachers shall be given thirty (30) minutes released time for each parent conference when conferences are scheduled on a total school basis. Such thirty (30) minutes shall include the write-up or break between conferences.

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

Teachers shall be expected to assume at least one extra school responsibility of a minor nature which is not part of the EPED policy. Teachers assigned to more than one building shall assume the extra school responsibility in only one building.



A teacher whose assignment is for less than a full day or full week (fractionally contracted teachers) shall arrange a proportionate amount of time for such responsibilities with the building administrator(s). Responsibilities of such teachers shall be equal to but shall not exceed the level of responsibility required of a full time teacher.

Teachers shall attend and/or participate in PTA meetings unless specifically excused by the building principal or supervisor. Teachers assigned to more than one building shall attend PTA meetings proportionate to the assignment in each building.

All teachers shall receive notice of PTA meetings at the time notification is sent to parents.

A teacher whose assignment is for less than a full day or full week (fractionally contracted teachers) shall arrange a proportionate number of PTA meetings with the building administrator(s). The proportionate number of PTA meetings shall be equal to but shall not exceed the level of responsibility required of a full-time teacher.

Teachers shall be expected to attend all regularly scheduled professional meetings (e.g., building meetings, institutes and professional organization meetings). Other obligations or courses taken by teachers shall be scheduled at times which do not conflict with said professional meetings, unless specifically excused by the Assistant Superintendent-Instruction or his designated representative.

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.

To insure the proper placement and quality performance of non-professional and paraprofessional staff, teachers who are involved in the continuing supervision of such personnel shall be offered the opportunity to participate in developing appropriate job descriptions to be used during the interviewing process.

When possible teachers shall be offered the opportunity to participate in the interviewing of candidates and shall be given the opportunity to submit written evaluations of the employee's work to the building administrator.

The building administrator shall submit the final written evaluation of all non and paraprofessional staff.

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; typing tests and duplicating educational materials; and the preparation and sending of form letters to parents.

11.9.

#### TEACHER EVALUATION

11.9.1.

##### TENURE TEACHER EVALUATION

The work of all tenure teachers shall be thoroughly evaluated every third year in writing by an administrator by March 31, the first of which shall occur any time during the first three (3) years following attainment of tenure in The Grosse Pointe Public School System.

Such evaluation shall be based on the teacher evaluation guide which shall be developed by the Board in consultation with the Association. The teacher evaluation guide shall be periodically reviewed (2 years maximum lapse of time) by a committee composed of administrators and teachers.

In addition to a thorough evaluation every third year, each tenure teacher shall be provided a supplementary evaluation each year indicating the quality of his/her work. The evaluation form to be used shall be developed by the Board in consultation with the Association.

The teacher shall have the opportunity to discuss his evaluation with the evaluator, be given 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 shall be provided for his own files.

PROBATIONARY TEACHER EVALUATION

Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year by an administrator. Thirty minute observations are preferred, but in no event shall the total observation time be less than eighty (80) minutes. These observations shall occur at about the end of the first month following a teacher's commencement of service, approximately four months after a teacher's commencement of service, and no less than ninety (90) days prior to the end of the probationary school year. A fourth observation may occur during the close of the teacher's first year of probation which may fulfill the Board's obligation to that teacher for the first of three observations during the second year of probation. A personal interview shall be held within ten (10) school days of each observation. A written evaluation shall be submitted by the administration within fifteen (15) school days of each observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. In the event a teacher is rated as below average in any formal evaluation, the teacher and his principal shall work together to attempt to raise the teacher's level of performance before the next formal evaluation. Specific suggestions for improvement will be made by the administrative evaluator.

A teaching coach shall be chosen by the Association from two candidates recommended by the administration for every probationary teacher upon entrance of the teacher into the system. The building Association Representative or the Department Chairman involved will be consulted concerning the assignment or change of teaching coaches prior to such assignments or change. The teaching coach, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience. It shall be the duty of the teaching coach to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The teaching coach shall counsel the probationary teacher as to the provisions of this contract. The teaching coach shall make observations of the probationary teacher and discuss these observations with the teacher.

In the event a probationary teacher has been observed by the teaching coach and/or the evaluators to be experiencing difficulties, it becomes the principal's responsibility to take reasonable action to assist the probationary teacher. If consideration is being given to withholding tenure status or continued employment, written notice of this possibility shall be provided to the teacher with the nature of the problem and the expected course of action by the teacher clearly defined. This written statement shall be provided to the teacher as soon as possible, but no later than 90 days before the end of the school year.



11.9.3. 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.

11.9.4. 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.

11.9.5. SECONDARY CLASS SIZE

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 insofar as it is within its ability to do so. Classes in non-academic areas have different numerical standards, some higher and some lower. These, too, the Board agrees to maintain or improve as its resources allow.

11.9.6. 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.

11.10. RETIREMENT

All teachers who have not sooner retired and who have reached the age of 65 years on or before June 30 of the then current school year, shall be retired on that date, such retirement to be considered a regular retirement.

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

Any such disabled teacher who is not eligible under the provisions of such retirement Act may be required by the Board of Education to take a disability leave of absence in accordance with the provisions of the Michigan Teacher's Tenure Act. Any teacher so placed on an involuntary disability leave of absence shall have a right to a hearing thereon in accordance with the provisions of the tenure Act.

In the case of such a disability retirement or disability leave of absence, the teacher shall continue to have full rights with respect to Sick Leave and Long Term Disability Insurance Benefits.

Prior to requiring an involuntary retirement or leave of absence of a teacher for reason of disability, the Board of Education will, with the consent of the teacher involved, seek the advice of three qualified physicians as to whether such disability exists.

The panel of physicians will consist of one physician selected by the teacher, one selected by the Board, and a third selected by the other two appointees. The recommendations of this panel (which shall be advisory only as to the matter) shall be placed in writing, with a copy thereof being made available to the teacher. The Board of Education will assume the payment of fees for the services of all three physicians in this regard.

## 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 - - -

- 12.1.1.1. "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. EMPLOYMENT 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 purpose for which it is intended."

12.2. DISCIPLINE OF PROFESSIONAL PERSONNEL

It will continue to be the policy of The Grosse Pointe Public School System to exercise the greatest care in the selection and employment of professional personnel. For this reason, and because of the extremely high calibre of the professional staff, it is assumed that disciplinary action, and particularly action resulting in demotion or discharge, against any teacher, will be necessary only on rare occasions. All reasonable help or counsel from the Grosse Pointe Education Association will have been sought and utilized to the extent possible. No teacher shall be disciplined without reasonable and just cause.

12.2.1. 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 as described in other Section of this Article.

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. While the corrective procedure is generally the first response to a disciplinary action, there may be occasion when it may be necessary to move directly to any one of the other levels of disciplinary action. It shall not be required that one level of discipline be applied before another may appropriately be utilized.

12.2.2. DISCIPLINARY ACTION

The three (3) general levels of disciplinary action, listed in ascending order of severity, shall be implemented by the Board in the event such action becomes necessary:

1. Formal reprimand
2. Loss of pay or suspension
3. Discharge or demotion

In the event a teacher feels any disciplinary action taken against him/her is in need of further explanation or clarification he/she may submit a written statement which shall become a part of the teacher's permanent file. Any disciplinary action taken by the Board which the teacher believes to be in violation of this agreement shall be subject to the grievance procedure.

12.2.2.1. REPRIMAND

The following acts are examples of but not limited to the type of conduct which may result in a written administrative reprimand of a teacher:

Violation of any of the provisions of the Agreement between the Grosse Pointe Education Association and the Grosse Pointe Board of Education. (Unless corrective procedures are more appropriate.)

Violation of any of the policies adopted by the Board of Education. (Unless corrective procedures are more appropriate.)

Violation of any building rules and regulations which are included in its staff handbook. (Unless corrective procedures are more appropriate.)

Personal conduct involving school related activities which brings discredit to the profession in a public manner, or which has a detrimental affect upon the atmosphere of the individual's assigned teaching responsibility.

Gross inefficiency in the performance of assigned duties.

False statement on application for short leave, or violation of use of authorized leave provisions.

Any conduct which could constitute cause for discharge or demotion.

12.2.2.2. Usually, a written reprimand shall be preceded by a scheduled conference between the teacher and administrator to discuss the need and content of the written reprimand which is to follow. The teacher may request that a representative from the Association shall be present at this conference.

Written reprimands shall be mailed to the home address of the teacher. Reprimands will be clearly identified to the teacher so that he/she may understand without question the action taken. No reprimand shall be communicated by any administrator to other members of the professional staff, to the public, or to any administrator who does not have a direct official interest in the matter. Written reprimands shall become a part of the permanent file of the teacher. The affected teacher may choose to personally forward a copy of the reprimand to the president of the Association.

12.2.2.3. LOSS OF PAY OR SUSPENSION

Pursuant to the provisions of the Michigan Teachers' Tenure Act the Board shall be empowered to withhold pay from a teacher and temporarily or indefinitely suspend a teacher for just cause.

12.2.2.4. DISCHARGE OR DEMOTION

The Board of Education shall consider the following acts as examples of but not limited to the type of conduct which may constitute just and reasonable cause for discharge or demotion of a teacher. "Demotion" is defined to include a suspension from work for such a period as the Board of Education may determine. In appropriate cases, the following acts may, in lieu of a discharge or demotion, result in a written reprimand of the teacher. It is acknowledged that the definition of "just and reasonable cause" for discharge or demotion of a teacher, contained in this section, is not, by law, binding on the State Tenure Commission:

Insubordination, which is defined as a knowing and willful disobedience of an order or instruction of a designated superior acting within the realm of his responsibility and authority subject only to the situation where compliance with the order or instruction would clearly endanger the health, safety or reputation of the teacher involved, or would cause unnecessary humiliation. The Board of Education may, consider an unauthorized absence by a teacher from his duties as insubordination. This policy shall cover both absences where a request for leave has been denied or obtained by a false statement in the application therefore, and absences as to which a prior request for approval was possible but was not sought.

Repetition of conduct which was the basis of a previous written reprimand to the teacher during the same school year or of two prior written reprimands (for the same or similar offense) given the teacher at any time during a five (5) year period of employment by The Grosse Pointe Public School System.

An intentional false material statement or representation made in his employment application, whenever same may be discovered.

Intentional destruction or theft of property of the Board of Education, a fellow teacher, or a student.

Illegal personal misconduct, including immorality, or assulting, endangering, or threatening to endanger the person or reputation of any other employee or any student.



Where it is contemplated that written charges will be filed with respect to the discharge or demotion of a teacher in accordance with Article IV, Section 2 of the Michigan Teachers' Tenure Act, by the teacher's superior or by any member of the administrative staff, the teacher shall normally be given at least five days notice of the intent to file such charges. In such case, the teacher will be afforded the opportunity, at his option, to meet informally with his supervisor, the Assistant Superintendent-Personnel, the Superintendent of Schools, the Board's attorney and the person intending to make such charges; to discuss such pending charges before the same are filed.

The teacher shall have the right to have present at such informal meetings, his attorney, a representative of the Grosse Pointe Education Association or its affiliates, and the Vice-President (or his representative) of Professional Rights and Responsibilities. Such informal meeting shall take place within five (5) days after the teacher is notified of the pending charges. This informal conference is solely intended to afford the teacher in question advance knowledge of the proposed charges and the basis thereof, and an opportunity to fully express himself with respect to such charges prior to the initiation of formal procedures under the Teachers' Tenure Act. It is to be understood, however, that situations may arise where immediate suspension of a teacher and filing of charges under the Tenure Act may be deemed necessary by the Board of Education, and where such a preliminary conference cannot be scheduled.

#### 12.3.

##### PROFESSIONAL CONTRACTS

Teachers shall be offered individual annual contracts within thirty (30) calendar days of final approval of the salary schedule and fringe benefits for the ensuing school year or by April 15, whichever is later. The Association will assist the Board in having signed contracts returned as soon as possible to determine staff needs and the filling of vacancies. The Board may consent to the release of a teacher from a contract upon special request and under favorable conditions.

#### 12.4.

##### TUTORING

Tutoring shall not be carried on in buildings and/or facilities operated by The Grosse Pointe Public School System, nor shall tutoring be carried on during the regular duty day of the teacher.

Tutoring is defined as teaching for a fee paid by the student on an individual basis, separate and apart from the school program.

The only circumstances whereby a classroom in a building may be used for purposes of tutoring shall be based solely on the need of the student. The decision to allow this use shall be made by the Board after the joint recommendation of the teacher and his immediate supervisor.

## ARTICLE XIII

### DEPARTMENT CHAIRPERSONS AND COORDINATORS

#### 13.1. DEFINITION OF CHAIRPERSON AND COORDINATOR

A chairperson is a teacher with responsibilities for curriculum leadership and for basic support services to assist in the operation of a unit of the instructional program. A coordinator is a teacher with responsibilities for basic support services only. The responsibilities of chairpersons and coordinators shall be defined by the Board.

#### 13.2. DEFINITION OF HIGH SCHOOL DEPARTMENT

For the purposes of this contract, these shall be defined as Class I Departments in the high school.

Art

Homemaking

Industrial Arts

These shall be defined as Class II Departments in the high school.

Athletic Director

Business Education

Library

Music (all middle and high school instrumental and vocal music)

Physical Education

These shall be defined as Class III Departments in the high school.

English

Foreign Language

Mathematics

Science

Social Studies

#### 13.3. DEFINITION OF MIDDLE SCHOOL DEPARTMENT

Art

Mathematics

English

Physical Education

Foreign Language

Science

Homemaking

Social Studies

Industrial Arts

Other instructional units created by the Board

13.4.

NUMBER OF DEPARTMENTS

An election of a chairperson shall be held in each of the listed high school departments subject to limitations set forth in Appendix E. Subject to these same limitations, the Board shall establish at least 16 equated leadership positions across all three schools for middle school departments. A coordinator shall be remunerated at the rate of one-third of the remuneration for a chairperson, and such an appointment shall count as one-third in the total of leadership positions.

13.5.

TERM OF POSITION

Chairpersons and coordinators shall be elected for a one-year term.

13.6.

ELECTORATE

A teacher may be a nominee in a department or building to which he/she is transferring the next school year and he/she is eligible to vote only in a department in which he/she is to be a member. If a teacher has a teaching assignment in more than one department, he/she shall vote in the department involving the major portion of his/her teaching time. If his/her teaching time is equally divided, he/she may vote in either department but not in both.

A full-year part-time teacher is eligible to vote subject to voting provisions in 13.6.

If an instructional unit other than Art, English, Foreign Language, Homemaking, Industrial Arts, Mathematics, Music, Physical Education, Science, or Social Studies is created in the Middle School, all teachers assigned to teach one or more classes defined by the principal to fall in this instructional unit shall be eligible to vote for a chairperson without waiving voting rights in their regular department. In elections other than regular departmental elections, teachers shall be considered members of an instructional unit on the basis of their assignment for the coming school year.

13.7.

DESIGNATION OF CANDIDATES BY PRINCIPAL

A minimum of two teachers shall be recommended by the building principal for each department chairpersonship or coordinator's position or by the Department of Instruction if the assignment includes more than one building. Three candidates shall be recommended 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.



13.8.

NOMINATIONS

The principal (or the Department of Instruction, if a chairpersonship involves teachers in two or more buildings) shall issue to all eligible teachers a form inquiring into their interest in becoming a nominee. After reviewing the written responses returned by a reasonable deadline, the principal shall present a list of nominees to the eligible voters no later than 72 hours before the election.

If a posted nominee chooses to withdraw, no replacement shall be nominated.

13.9

PRINCIPAL APPOINTS IF NO NOMINEES RUN

If none of the recommended nominees chooses to run for election, the principal shall appoint a chairman for the term of office.

13.10.

TIME OF ELECTION AND TERM OF OFFICE

The election shall be held the third week of May. The term of office shall be from the day after the last teacher duty day of the school year through the last teacher duty day of the new year. The time between the election and the end of the school year shall be considered an unpaid training session for new chairpersons.

13.11.

SECRET BALLOT

The election shall be conducted by printed, secret ballot administered by the E.A. building representative and the principal.

13.12.

ELECTION PROCEDURES

The Department of Instruction, in consultation with the Association, shall determine reasonable guidelines for the conduct of the election of chairpersons and distribute printed copies of such guidelines in sufficient numbers and in time to each secondary school building to instruct those concerned with the elections. Such guidelines shall be in conformity to this Article. Announcement of election results shall be the responsibility of the Department of Instruction.

13.12.1.

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.

13.13. REPLACING CHAIRPERSON DURING SCHOOL YEAR

In the event the need arises to replace a chairperson during the school year for whatever reason, the Department of Instruction shall arrange an immediate election in accordance with procedures used in the spring elections. If a replacement election occurs less than thirty (30) calendar days prior to the spring election, this election shall replace the regular election.

Removal of a chairperson for reasonable and just cause is within the rights of the Board. Members of a department may petition to have a chairperson removed for reasonable and just cause. Such petition shall indicate the cause for dismissal, be directed to the Assistant Superintendent-Instruction, and bear the signatures of no less than two-thirds of those teachers eligible to vote in that department.

13.14. COORDINATING PERIOD

Chairpersons of the following high school departments shall be assigned at least one coordinating work-hour per day in lieu of a teaching period.

Business Education	Music
English	Physical Education
Foreign Language	Science
Mathematics	Social Studies

ARTICLE XIV

REDUCTION OF PROFESSIONAL STAFF

The Association acknowledges that among the rights 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 or changed enrollment patterns. The following procedures shall be implemented by the Board when reducing the professional staff.

Prior to finalizing any plan resulting in a curtailment of program or the reduction of professional staff, the Board shall consult with the Association at a regular monthly meeting with the Association (Art. III) concerning the necessity for such action, in the development of plans for operating at a reduced financial level, and in the tentative identification of teachers whose employment will be affected under such circumstances. A special meeting to discuss these issues with Board Representatives will be made available upon the request of the Association.

The Board shall develop in consultation with the Association a tentative list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Such list shall include types of positions required, i.e., Grade Level (elementary), Subjects (Grade 7 through 12), Special Instruction (elementary art, music, P.E., reading, etc. Special Services (social workers, nurses, special education, diagnosticians, etc.), and the number of positions required for each school or program not based at a school. The list of tentative staff positions shall be published and provided to each building with a copy to the Association. Such list shall be so published and provided prior to any lay-off.

#### 14.1. QUALIFICATIONS

The term "qualification" as used in this Article, shall mean that the Board has determined that a teacher is qualified to teach in the specific assignments listed. This qualification shall be supplementary to state certification. A teacher shall not be qualified to teach in an assignment for which he does not hold a valid certificate issued by the Michigan Department of Education. A teacher shall be automatically qualified in the category of his present assignment unless he fails to meet the criteria for training listed in the following paragraph. A teacher may be considered for qualification in a category other than his current category subject to the following conditions.

##### 14.1.1. CRITERIA FOR QUALIFICATION

The Board shall apply these criteria in determining qualification:

- - - Successful teaching experience in a specific assignment in The Grosse Pointe Public School System in the present or past.
- - - Recency of training and local experience in an assignment.
- - - Professional training.
- - - Standards of professional associations (N.C.A., A.L.A., A.P.G.A., etc.
- - - Outside experience as evaluated by the Board.

##### 14.1.2. CATEGORIES

Kindergarten	Audio/Visual Coordinator
Grade 1-2	Public Librarian
Grade 3-6	School Psychologist
Elementary Resource Teacher	School Social Worker
Teacher in a Middle School Dept.	Remedial Reading Teacher
Teacher in a High School Dept.	Speech Correctionist
Counselor	Teacher of Mentally Handicapped
School Librarian	Teacher of Emotionally Disturbed
Elementary Music	Teacher Consultant-Handicapped
Elementary Physical Education	Others



14.2.

DEFINITION OF SENIORITY

For the purposes of the staff reduction process only, seniority shall mean teaching time in The Grosse Pointe Public School System subject to these conditions:

14.2.1

A full year of teaching shall count the same as any other full year of teaching even if the number of duty days is different.

14.2.2.

An assignment which starts any time after the 1st day of the school year shall count as a fractional year of service. Except for those laid-off employees who were rehired September 11, 1971.

14.2.3.

Extended leaves as listed in Article X, Section 11.2.9. and a leave not to exceed two years to serve as Association President will not be construed as interruptions in the teacher's term of continuous service and will count for purposes of seniority.

14.2.4.

An assignment of .5 or more for a full year provides full seniority credit for a year of service.

14.2.4.1a.

For purposes of seniority challenges (process of staff reduction) voluntary part-time teachers shall be limited to claiming assignments which equal their previous fractional employment and for which they are qualified.

14.2.4.2b.

Involuntary part-time teachers shall not be restricted by their previous fractional employment. Such teachers shall be able to exercise their full seniority rights in those assignments for which they are qualified.

14.3.

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. Leaves of absence and their extensions past or future shall not constitute a break in service. Time on extended leaves shall count for seniority purposes for only those leaves listed in Article X, Section 11.2.9. and for the Association President.

14.4.

PROCESS OF QUALIFICATION

On a form provided by the Board, each teacher shall make application for qualification by October 15 of each year in all assignments for which he/she believes himself to be qualified. Failure to respond on or before the designated date will result in the Board making the final determination as to which category or assignment the teacher is qualified to teach. Said decision shall not be subject to appeal either under Article 14.5 or Article 9. A teacher seeking qualification on the elementary school level shall list the grades he believes himself to be qualified to teach and for other assignments for which he believes himself to be qualified.

A teacher seeking qualification on the middle or high school level shall list the courses he believes himself qualified to teach and/or other assignments for which he believes himself to be qualified. A teacher may seek qualification in any number of school levels or assignments. Not later than January 31 following, the Assistant Superintendent-Personnel shall issue a notice of qualification to each teacher and a copy to the Association. This determination shall be final and conclusive for that school year unless the teacher involved appeals the same on a timely basis under procedures set forth in Article 14.5 below.

14.5.

PROCEDURES FOR APPEALING QUALIFICATION DETERMINATIONS

If a teacher (or the Association on his behalf) disagrees with the determination of his qualifications as made by the Assistant Superintendent-Personnel and wishes to appeal the same, he or the Association may do so by filing a written grievance with the Superintendent of Schools directly into Level Four (paragraph 9.3.4.) of the grievance procedure, provided, that such grievance shall not be considered unless it is mailed or delivered to the Office of the Superintendent within ten (10) days of the date of issuance of the notice of qualification by the Assistant Superintendent-Personnel.

If a teacher (or the Association on his behalf) disagrees with the determination of his qualifications as made at Level 4 and wishes to appeal, he or the Association may do so by notifying the Board and by preparing arguments and credentials to be submitted for review to a "Qualifications Review Board". All relevant evidence, either written or oral shall be admissible from either party. Each side shall have the right to call witnesses and to question and cross-examine any individual whose testimony is necessary for the resolution of the dispute before the review board.

The Review Board members shall consist of an Association Representative, a Board Representative and a third member from a list jointly agreed to by the Board and the Association not later than November 1. From this list the Board shall select the name of the third member it considers most qualified to render a recommendation of each appeal. The recommendation of the Review Board along with supporting reasons shall be delivered to the Board, the Association, and the teachers who have appealed not later than January 15.

It is understood that the recommendation of the Review Board is of an advisory nature. The Board of Education shall retain the ultimate decision making authority relative to individual qualifications. The Board of Education's final decision shall not be subject to the grievance-arbitration procedure and shall be binding for the duration of the contract unless either side can present evidence that the teacher's qualifications have changed.

14.6.

RETENTION - LOSS OF SENIORITY

All seniority is lost when there is a voluntary severance of employment, in writing, by the teacher and/or the teacher is discharged for just and reasonable cause.

Seniority is retained during an involuntary severance of employment unless a teacher whose services have been discontinued refuses an offer in writing from the Board of a full-time position for which he is qualified, or refuses to respond in writing within fifteen (15) days of mailing, to a written offer of a full-time position made by the Board. Upon refusal or failure, such severance shall be considered voluntary.

14.7.

SENIORITY LIST

By every January 31 a seniority list shall be prepared. All teachers shall be ranked on the list in the order of their seniority.

The seniority list shall be published and provided to all buildings of the District and to the Association. Periodic revisions shall be developed, published and provided in the same manner. In the circumstances of more than one teacher with the same seniority, all individuals so affected shall be placed on the seniority list according to the date on the original letter of acceptance of a position in Grosse Pointe.

14.8.

PROCESS OF STAFF REDUCTION

For the purpose of the process of staff reduction, every teacher shall be placed in one of the categories on the basis of his current assignment. If the assignment is divided equally between two categories, a teacher may declare either as his primary assignment.

14.9.

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, the 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 notice shall be given in compliance with current provisions of the Michigan Teachers' Tenure Act.



14.10. INITIAL LAY-OFFS

In the event of a necessary reduction of staff the Board shall:

- 14.10.1. Not fill vacancies with new employees when properly certified and qualified teachers whose positions are to be eliminated are available to fill such vacancies.
- 14.10.2. Lay off as many teachers as necessary who will be teaching with a temporary permit the following September. The number of teachers to be laid off shall be determined by the number of qualified teachers possessing regular teaching certificates whose current positions are to be eliminated.
- 14.10.3. Lay off all probationary teachers for each of whom there is a properly certified and qualified tenure teacher in the Board's employ whose position is to be eliminated.

14.11. LAY-OFF TENURE TEACHERS

If the Board determines that further reductions in staff are necessary than can be accomplished by the procedures listed above tenure teachers shall be laid off as follows:

The Board shall conduct a two-step process of identifying teachers to be reduced on the basis of seniority. Step One shall be the identification of the necessary numbers of teachers to be reduced in each category. Any teacher so identified who has been qualified for an assignment in another category may exercise seniority challenge rights in that category. Step Two of the process shall be the identification of additional teachers to be laid off as a result of these seniority challenges. Transfers or reassignments resulting from the implementation of seniority challenges shall not be considered involuntary (See 10.2.2.).

14.12. RECALL

If the Board, prior to July 1, offers a full-time position to a laid off tenure teacher under contract with another school system, a refusal or failure to reply within 15 days shall constitute a voluntary severance. If the offer is made on or after July 1 a refusal or failure to reply shall not constitute a voluntary severance. Laid off tenure teachers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff.

Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address.

14.13. FRINGE BENEFITS

14.13.1. NOTICE SIXTY 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.

14.13.2. 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.

14.13.3. The Board will use its best efforts in assisting all teachers on layoff to secure professional employment.

14.13.4. A laid off teacher, upon application shall be granted priority status on the District's substitute list.

14.14. GENERAL PROVISIONS

When reduction of staff is necessary, all requested unpaid extended leaves of absence for any reasonable purpose shall be granted by the Board if a suitable replacement is available.

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 SUBSTITUTE TEACHERS

15.1. GENERAL PROVISIONS 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 contract 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.

Professional assistants are employed for 11 calendar months and are entitled to twenty-two (22) days off annually without pay. These days should be scheduled during the fiscal year, July 1 - June 30. They should be scheduled at the mutual convenience of the employee and the Director in a manner which will insure that the library is adequately staffed at all times that they are open. The employee agrees that any time taken which was not earned as a result of failure to work the full year in which it was taken is to be repaid to the Board in the final settlement at the time of termination.

Days off may be taken in no more than five parts. By April 15 all librarians shall submit requests committing at least fifteen of their unpaid days. The balance of the unpaid days need not be committed until September 15.

Adequate coverage of essential job functions by professional librarians at all times the library is open shall be 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	January 1
Labor Day	Good Friday from 12:00 to 3:00 p.m.
Thanksgiving Day	Memorial Day
December 24 and 25	

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 July 1, 1973.

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.

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:

16.2.3.

LONGEVITY SCHEDULE 1973-74

<u>Years of Allowable Service</u>	<u>10 Years in Grosse Pointe</u>	<u>1 Year Served on Top Step of Salary Schedule</u>
11	\$189 2% of BA Step 1	
12	378 4% of BA Step 1	\$378
13	378 4% of BA Step 1	378
14	378 4% of BA Step 1	378
15	378 4% of BA Step 1	378
16	378 4% of BA Step 1	378
17	378 4% of BA Step 1	378
18	378 4% of BA Step 1	378
19	567 6% of BA Step 1	567
20	567 6% of BA Step 1	567
21	567 6% of BA Step 1	567
22	567 6% of BA Step 1	567
23	567 6% of BA Step 1	567
24+	756 8% of BA Step 1	756

16.2.4.

LONGEVITY: EFFECTIVE JULY 1, 1974 LONGEVITY SHALL BE PAID  
ACCORDING TO THE FOLLOWING PERCENTAGES.

- 11-B 2.2% of BA Step 1
- 11-C 4.4% of BA Step 1
- 11-D 6.6% of BA Step 1
- 11-E 8.8% of BA Step 1

16.2.4.A. LONGEVITY SCHEDULE 1974-75

<u>Years of Allowable Service</u>	<u>10 Years in Grosse Pointe</u>	<u>1 Year Served on Top Step of Salary Schedule</u>
11	\$211 2.2% of BA Step 1	
12	422 4.4% of BA Step 1	\$422
13	422 4.4% of BA Step 1	422
14	422 4.4% of BA Step 1	422
15	422 4.4% of BA Step 1	422
16	422 4.4% of BA Step 1	422
17	422 4.4% of BA Step 1	422
18	422 4.4% of BA Step 1	422
19	633 6.6% of BA Step 1	633
20	633 6.6% of BA Step 1	633
21	633 6.6% of BA Step 1	633
22	633 6.6% of BA Step 1	633
23	633 6.6% of BA Step 1	633
24+	844 8.8% of BA Step 1	844

16.2.4.B. LONGEVITY SCHEDULE 1975-76

<u>Years of Allowable Service</u>	<u>10 Years in Grosse Pointe</u>	<u>1 Year Served on Top Step of Salary Schedule</u>
11	\$220 2.2% of BA Step 1	
12	440 4.4% of BA Step 1	\$440
13	440 4.4% of BA Step 1	440
14	440 4.4% of BA Step 1	440
15	440 4.4% of BA Step 1	440
16	440 4.4% of BA Step 1	440
17	440 4.4% of BA Step 1	440
18	440 4.4% of BA Step 1	440
19	660 6.6% of BA Step 1	660
20	660 6.6% of BA Step 1	660
21	660 6.6% of BA Step 1	660
22	660 6.6% of BA Step 1	660
23	660 6.6% of BA Step 1	660
24+	880 8.8% of BA Step 1	880

16.2.5.

REQUIREMENTS FOR LONG SERVICE INCREMENTS

To be eligible for a long-service increment, a teacher shall demonstrate professional growth consisting 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 long-service 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.

16.3.

REQUIRED TUBERCULOSIS EXAMINATION AND EMPLOYEE HEALTH PROGRAM

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

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-sixth of their total salary, payable on the last duty day of the school year.

When a scheduled payday falls within a holiday break, paychecks will be in the building on the last teaching day preceding the holiday break. Paycheck adjustments for such an early pay adjustment shall be delayed to the following pay period.

When situations arise which necessitate retroactive pay, such monies shall be paid in a lump sum amount at a time agreed upon by the Board and the Association.

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 1973-74 contract year the Board shall continue to 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 as set forth in Appendix D of the 1972-73 Master Agreement.

Effective July 1, 1974, the Board shall provide long term disability, group life (\$15,000), group accidental death and dismemberment (\$15,000), and hospital-medical-surgical (Comprehensive Blue Cross-Blue Shield MVF-2, with Master Medical and Drug Rider) 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 1976.

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 qualification, 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 six-week 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 on 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.

APPOINTMENT OF SUMMER SCHOOL DIRECTORS

In the event the Board decides to appoint a teacher as a summer school director, such a position shall be posted at least thirty (30) days prior to when the selection is made by the Board.

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. No teacher shall receive less than \$800 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 provisions for recognizing completion of additional professional training.

16.9.1.

The Board shall reimburse the entire tuition 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 requires a teacher to enroll in a course as a condition of employment in the current assignment of the teacher it shall reimburse him for the entire tuition cost upon satisfactory completion of the course. Such reimbursement shall apply for purposes of becoming qualified for a new or different position only if such course work is specifically required by the Board

16.9.2.

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, encourage, or support any strike against the Board by any teacher or group of teacher.

## ARTICLE XVIII

### MATTERS CONTRARY TO AGREEMENT

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

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

## 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, all but 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, 1973. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

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

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

Any notices required hereunder shall be sufficient if mailed:

To the Board:

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

To the Association:

The then-elected President of the Grosse Pointe  
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

By: Robert D. Warner  
President

Joan R. Hanpeter  
Secretary

Grosse Pointe Education Association

By: Carl A. Lord  
President

Rita Biddy Cary  
Past President - Chief Negotiator

Mary Better  
Vice President - Negotiations

David R. King  
Negotiator

Stanley W. L'H  
Negotiator

Al Briss  
Executive Director

APPENDIX A  
SCHOOL CALENDAR  
1973-74

			Student Instructional Days	Teacher Duty Days
Sept. 4	First teacher duty day			
Sept. 4-5	Teacher duty days			
Sept. 6	First student attendance day	Sept.	17	19
Nov. 22-23	Thanksgiving holiday	Oct.	23	23
Dec. 21	Last student attendance day prior to Christmas vacation	Nov.	20	20
		Dec.	15	15
Dec. 24 - Jan. 2	Christmas vacation	Jan.	20	21
Jan. 3	School reopen	Feb.	20	20
Jan. 25	Teacher planning day No student attendance	Mar.	21	21
		April	16	16
		May	22	22
April 12-19	Spring vacation	June	9	10
May 27	Memorial Day		183	187
June 13	Last student attendance day			
June 14	Last teacher duty day			

Two (2) curriculum half-days shall be planned by the P.S.C.

# APPENDIX A-1

## SCHOOL CALENDAR

1974-75

			Student Instructional Days	Teacher Duty Days
Sept. 3	First teacher duty day			
Sept. 3-4	Teacher duty days			
Sept. 5	First student attendance day	Sept.	18	20
Nov. 28-29	Thanksgiving holiday	Oct.	23	23
Dec. 20	Last student attendance day prior to winter vacation	Nov.	19	19
		Dec.	15	15
Dec. 23 - Jan. 1	Winter vacation	Jan.	21	22
Jan. 2	Schools reopen	Feb.	20	20
Jan. 24	Teacher planning day No student attendance	Mar.	19	19
		April	18	18
March 28-April 4	Spring vacation	May	21	21
May 26	Memorial Day No student or teacher attendance	June	<u>9</u>	<u>10</u>
			183	187
June 12	Last student attendance day			
June 13	Last teacher duty day			

Two (2) curriculum half-days shall be planned by the P.S.C.



APPENDIX A-2  
SCHOOL CALENDAR  
1975-76

Sept. 2	First teacher duty day		Student Instructional Days	Teacher Duty Days
Sept. 2-3	Teacher duty days			
Sept. 4	First student attendance day	Sept.	20	22
Nov. 27-28	Thanksgiving holiday	Oct.	23	23
Dec. 23	Last student attendance day prior to winter vacation	Nov.	18	18
		Dec.	17	17
Dec. 24-Jan. 2	Winter vacation	Jan.	19	20
Jan. 5	Schools reopen	Feb.	20	20
Jan. 23	Teacher planning day No student attendance	March	22	22
March 5	Schools closed	April	16	16
April 16-23	Spring vacation	May	20	20
May 24	Memorial Day	June	<u>8</u>	<u>9</u>
June 10	Last student attendance day		183	187
June 11	Last teacher duty day			

Two (2) curriculum half-days shall be planned by the P.S.C.

## APPENDIX B

### REMUNERATION FOR CURRICULUM DEVELOPMENT

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 the teacher's daily rate as defined in Appendix C-f 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 P.S.C. The agreed upon sum is to be paid upon satisfactory completion of the project.
- C. In estimating the number of days to complete the project, the parties to the Agreement shall define a day of teaching as nine and one-half hours.

# The Grosse Pointe Public School System

389 ST. CLAIR AVENUE, GROSSE POINTE, MICHIGAN 48230

## APPENDIX C—CLASSROOM TEACHERS SALARY SCHEDULE 1973-74 (Annual 10-Month Salaries)

	BA	BA 20	BA 30	MA	MA 10	MA 20	MA 30	MA 40	MA 50	MA 60	DR.
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	\$ 9450	\$ 9904	\$10131	\$11000	\$11227	\$11454	\$11681	\$11908	\$12135	\$12362	\$12702
2	10380	10834	11061	11550	11777	12004	12231	12458	12685	12912	13252
3	11235	11689	11916	12345	12572	12799	13026	13253	13480	13707	14047
4	11790	12244	12471	*12915	*13142	*13369	*13596	*13823	*14050	*14277	*14617
5	12320	12774	13001	13730	13957	14184	14411	14638	14865	15092	15432
6	12840	13294	13521	14250	14477	14704	14931	15158	15385	15612	15952
7	13365	13819	14046	*14780	*15007	*15234	*15461	*15688	*15915	*16142	*16482
8	13895	14349	14576	15500	15727	15954	16181	16408	16635	16862	17202
9	14420	14874	15101	16180	16407	16634	16861	17088	17315	17542	17882
10	14965	15419	15646	*16855	*17082	*17309	*17536	*17763	*17990	*18217	*18557
11	15695	16149	16376	17930	18157	18384	18611	18838	19065	19292	19632

\*Professional Growth Plateaus

### NURSES SALARY SCHEDULE

R.N.	STEP	B.S.
\$7910	1	\$8800
8095	2	9195
8685	3	9885
9105	4	10325
9530	5	10965
10135	6	11465
10615	7	11975
11085	8	12670
11690	9	13165
12090	10	13595
12670	11	14330

### FULL-TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

Non-Degree	Step	B.A.	Step	M.A.
\$7895	1	\$8615	1	\$8885
8120	2	8905	2	9185
8335	3	9195	3	9470
8555	4	9485	4	9755
8770	5	9760	5	10035
8995	6	10055	6	10330
9215	7	10340	7	10615
9480	8	10780	8	11050

Daily Rate for day-to-day substitutes shall be \$36.50

### Longevity Increments

a		-0-
b	(10 years in Grosse Pointe but not at maximum for at least one year)	\$189
c	(10 years in Grosse Pointe and one or more years at maximum)	378
d	(10 years in Grosse Pointe and completion of eighteen years of recognized service)	567
e	(10 years in Grosse Pointe and completion of twenty-three years of recognized service)	756

# The Grosse Pointe Public School System

389 ST. CLAIR AVENUE, GROSSE POINTE, MICHIGAN 48230

## APPENDIX C—CLASSROOM TEACHERS SALARY SCHEDULE 1974-75 (Annual 10-Month Salaries)

	BA	BA 20	BA 30	MA	MA 10	MA 20	MA 30	MA 40	MA 50	MA 60	DR.
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	\$ 9600	\$10060	\$10290	\$11400	\$11630	\$11860	\$12090	\$12320	\$12550	\$12780	\$13125
2	10435	10895	11125	12040	12270	12500	12730	12960	13190	13420	13765
3	11270	11730	11960	12680	12910	13140	13370	13600	13830	14060	14405
4	11860	12320	12550	*13320	*13550	*13780	*14010	*14240	*14470	*14700	*15045
5	12450	12910	13140	14070	14300	14530	14760	14990	15220	15450	15795
6	13040	13500	13730	14710	14940	15170	15400	15630	15860	16090	16435
7	13630	14090	14320	*15350	*15580	*15810	*16040	*16270	*16500	*16730	*17075
8	14220	14680	14910	16100	16330	16560	16790	17020	17250	17480	17825
9	14810	15270	15500	16740	16970	17200	17430	17660	17890	18120	18465
10	15435	15895	16125	*17640	*17870	*18100	*18330	*18560	*18790	*19020	*19365
11	16500	16960	17190	18850	19080	19310	19540	19770	20000	20230	20575

\*Professional Growth Plateaus

### NURSES SALARY SCHEDULE

R.N.	STEP	B.S.
\$7910	1	\$8800
8095	2	9195
8685	3	9885
9105	4	10325
9530	5	10965
10135	6	11465
10615	7	11975
11085	8	12670
11690	9	13165
12090	10	13595
12670	11	14330

### FULL-TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

Non-Degree	Step	B.A.	Step	M.A.
\$7895	1	\$8615	1	\$8885
8120	2	8905	2	9185
8335	3	9195	3	9470
8555	4	9485	4	9755
8770	5	9760	5	10035
8995	6	10055	6	10330
9215	7	10340	7	10615
9480	8	10780	8	11050

Daily Rate for day-to-day substitutes shall be \$36.50

### Longevity Increments

a	-0-
b (10 years in Grosse Pointe but not at maximum for at least one year)	\$211
c (10 years in Grosse Pointe and one or more years at maximum)	422
d (10 years in Grosse Pointe and completion of eighteen years of recognized service)	633
e (10 years in Grosse Pointe and completion of twenty-three years of recognized service)	844



# The Grosse Pointe Public School System

389 ST. CLAIR AVENUE, GROSSE POINTE, MICHIGAN 48230

## APPENDIX C—CLASSROOM TEACHERS SALARY SCHEDULE 1975-76 (Annual 10-Month Salaries)

	BA	BA 20	BA 30	MA	MA 10	MA 20	MA 30	MA 40	MA 50	MA 60	DR.
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	\$10000	\$10480	\$10720	\$12000	\$12240	\$12480	\$12720	\$12960	\$13200	\$13440	\$13800
2	10700	11180	11420	12740	12980	13220	13460	13700	13940	14180	14540
3	11400	11880	12120	13480	13720	13960	14200	14440	14680	14920	15280
4	12040	12520	12760	*14140	*14380	*14620	*14860	*15100	*15340	*15580	*15940
5	12680	13160	13400	14890	15130	15370	15610	15850	16090	16330	16690
6	13320	13800	14040	15550	15790	16030	16270	16510	16750	16990	17350
7	13960	14440	14680	*16210	*16450	*16690	*16930	*17170	*17410	*17650	*18010
8	14600	15080	15320	16960	17200	17440	17680	17920	18160	18400	18760
9	15330	15810	16050	17620	17860	18100	18340	18580	18820	19060	19420
10	16250	16730	16970	*18615	*18855	*19095	*19335	*19575	*19815	*20055	*20415
11	17400	17880	18120	19850	20090	20330	20570	20810	21050	21290	21650

\*Professional Growth Plateaus

### NURSES SALARY SCHEDULE

R.N.	STEP	B.S.
\$7910	1	\$8800
8095	2	9195
8685	3	9885
9105	4	10325
9530	5	10965
10135	6	11465
10615	7	11975
11085	8	12670
11690	9	13165
12090	10	13595
12670	11	14330

### FULL-TIME SUBSTITUTE TEACHERS SALARY SCHEDULE

Non-Degree	Step	B.A.	Step	M.A.
\$7895	1	\$8615	1	\$8885
8120	2	8905	2	9185
8335	3	9195	3	9470
8555	4	9485	4	9755
8770	5	9760	5	10035
8995	6	10055	6	10330
9215	7	10340	7	10615
9480	8	10780	8	11050

Daily Rate for day-to-day substitutes shall be \$36.50

### Longevity Increments

a	-0-
b (10 years in Grosse Pointe but not at maximum for at least one year)	\$220
c (10 years in Grosse Pointe and one or more years at maximum)	440
d (10 years in Grosse Pointe and completion of eighteen years of recognized service)	660
e (10 years in Grosse Pointe and completion of twenty-three years of recognized service)	880

C-a

INTERMEDIATE LEVELS OF TRAINING

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

B.A. + 20	M.A. + 10	M.A. + 40
B.A. + 30	M.A. + 20	M.A. + 50
	M.A. + 30	M.A. + 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  $.0024 \times \text{B.A. Step 1} \times$  the number of hours of the level attained.

C-b

PROFESSIONAL GROWTH REQUIREMENTS

Steps 4, 7, and 10 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 shall be demonstrated within the range covered by M.A. Steps 2-4 inclusive, M.A. Steps 5-7 inclusive, or M.A. Steps 8-10 inclusive, whichever applies.

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

Advancement from one step to the next on the salary schedule shall be contingent upon satisfactory performance of assigned duties only, except at Steps 4, 7, and 10 of the several schedules. Advancement from any of these steps shall only be possible by demonstrating evidence of professional growth.

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.

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 bachelors degree.

Only those persons holding a graduate degree based upon five (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 schedule. 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.

Teachers shall be responsible to present evidence of professional growth as required for advancement on the salary schedule, or change in level of training, with an official transcript showing an earned college degree and proof of credit for course work indicating a passing grade of college credit earned (college report of grade form). Board-sponsored courses conducted in Grosse Pointe are automatically recorded in appropriate files.

Non-college credit workshops not sponsored by The Grosse Pointe Public School System shall be given credit for movement from a salary plateau when related to the teachers assignment or to the profession of education when they meet the prior approval of the Department of Instruction. Such consideration for approval will be based upon the workshop being equivalent to a one semester hour college course in terms of teacher preparation and participation. (See Article 16.9.)

Non-college credit workshop sponsored by The Grosse Pointe Public School System will be credited to the teacher for movement from a salary plateau or for professional growth. (See Article 16.9.)

September 1 of each year is the deadline for reporting and requesting professional growth credit for the new school year. An exception to this deadline will be made when a regular summer session of a recognized college or university extends past this date but in no case will proof of credit be accepted for retroactive changes in salary status after November 1.

C-e

BASE SALARY

For purposes of computing sabbatical leave allowance, 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

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 employee'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
- 1/230th of a 11½ school month employee's base salary
- 1/216th of a 10 calendar month employee's base salary
- 1/227th of a 10½ calendar month employee's base salary
- 1/238th 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 calendar month) salary of a professional public librarian is determined by adding ten percent (10%) 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 1974-75 and 1975-76, the Board will provide the following income protection and insurance benefits for eligible employees covered by the Master Agreement.

D-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) either the long-term disability coverage provided under the existing contract between the Board and Prudential Insurance Company of America (Group Policy G-42302) or a comparable program offered by another insurance carrier selected by the Board.
2. Individual certificates of insurance shall be 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 base monthly earnings will be guaranteed so long as he is totally disabled, as defined in the insurance contract, to the employee's 65th birthday, or for 12 months if he becomes eligible for such benefits between his 64th and 65th birthday, provided that said monthly benefit shall not be more than \$1,000 nor less than \$50.00. If and when the 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 except in no case shall coverage extend beyond June 30 of that school year. 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.

D-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 fifteen thousand (\$15,000) dollars, effective as of July 1, 1974.

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. For newly employed teachers 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 except in no case shall coverage extend beyond June 30 of that school year.

D-c

#### HOSPITAL-MEDICAL INSURANCE

1. The Board will provide comprehensive Blue Cross-Blue Shield (MVF-2) Hospital-Medical-Surgical Insurance, with master medical coverage and \$2.00 deductible prescription drug rider effective July 1, 1974.
  - (a) Eligible teachers actively employed by the Board during the 1973-74 school year and not covered by such insurance may elect to participate in this plan if application is made on or before May 15 preceding the school year in which such coverage is desired.
  - (b) Newly employed teachers who are to start teaching at the beginning of a subsequent school year, may make application to participate in the plan before the 25th day of the month in which employment is offered and accepted. Coverage will be effective the first of the month following date of employment.
  - (c) Newly employed teachers who begin teaching after the beginning of their 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.

- (d) The type of hospital-medical-surgical coverage once elected by any teacher in his designated election period may not be modified during the school year for which coverage has been selected.
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 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 is laid off 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 D-e-1 below, at the end of the month in which discharge occurs.
    - (d) As to any teacher commencing on 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 June 30 of that school year.
    - (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 June 30th following such last duty day.

D-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.

D-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

In the 1973-74 school year the Board agrees to allocate \$203,510 to cover extra-pay for extra-duty assignments as listed in this Appendix. In the 1974-75 school year, \$206,740 will be allocated and in the 1975-76 school year, \$215,355 will be allocated.

The Board agrees to consult with the Association should circumstances dictate that a greater or lesser sum than those above mentioned should be allocated to the E.P.E.D. program during the life of this contract. However, the Board reserves the right to curtail the E.P.E.D. program in addition to its rights to curtail other programs or reduce staff under Article XIV, should there be insufficient revenues available to it.

Building budget limitations may restrict the number or variety of such positions staffed as compared to prior years and/or to elements of the program which can or cannot be operated.

The attached schedules establish budgetary amounts for each school. It is the responsibility of the principal (or director) to work within such amounts. However, the Association shall select a building (or departmental) EPED committee to assist in the evaluation of the extra-curricular program and advise the administrator relative to priorities. Questions concerning building budgetary allotments or about 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. (Usually this committee will be elements of the two negotiating teams.)

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 E.P.E.D. program to insure that with the available resources only necessary positions of the highest priority are operative.

During the spring of 1974, the Board and Association shall meet to negotiate 1974-75 and 1975-76 EPED stipends for the following specific activities:

1. Cooperative Education Coordinator
2. Senior High School Publications
3. Girls' Varsity Sports

All other EPED Stipends for 1974-75 and 1975-76 will remain as stipulated in this Master Agreement.

The Board and the Association further agree that in the above negotiations a mutually agreeable Health Program will be established, effective July 1, 1974. The Board agrees to allocate \$17,000 to be expended over the 3-year life of this Master Agreement.

The Board and the Association agree also to review the full-time substitute teacher schedules for 1974-75 and 1975-76 and negotiate any revisions which may be determined as necessary and equitable.

EXTRA PAY FOR EXTRA DUTY SCHEDULE

1973-74

Payment for extra-curricular duties performed as additional responsibilities carried during the 1973-74 school year shall be compensated as outlined below. Payment, in general, shall be spread over the remaining paychecks, effective as soon after ratification of this Master Agreement as possible. A lump sum will be paid in that first check to pay retroactive pay from the beginning of the assignment.

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 \$5.32 per hour on a current basis. Extra-time slips should be presented with biweekly payrolls for immediate payment. Retroactivity will be reflected in the initial pay check after ratification as stated above.

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 continue as in the past in evaluating and classifying those jobs which differences might exist.

All percentages refer to the B.A. Minimum Salary of \$9450.

ELEMENTARY (1935 per Building)

YEAR ON JOB IN GROSSE POINTE	1st ASS'T.	SAFETY	SERVICE	CONSULTANT
1	6.00%-\$567	5.50%-\$520	4.50%-\$425	8.00%-\$756
2	6.50%- 614	6.00%- 567	5.00%- 473	9.00%- 851
3	7.00%- 662	6.50%- 614	5.50%- 520	10.00%- 945
4	7.50%- 709	7.00%- 662	6.00%- 567	11.00%-1040

Bookstore and/or Clubs \$100-\$250 as Budget Allows.

#### 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	\$357.00
2. Teachers of Emotionally Disturbed	357.00
3. Teacher-Consultants Handicapped Children	357.00
4. School Social Workers	718.00
5. Chairman of Speech, School Social Worker, and Remedial Reading sections	522.00
6. 1st Assistant-Barnard Center	382.00

#### PUBLIC LIBRARY

1. Chiefs of Processing, Children Service, Central Library	\$1108.00
2. Branch Librarians	788.00

MIDDLE SCHOOL (\$12,560 per Building)

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>COUNSELOR*</u>	<u>STUDENT GOVERNMENT</u>
1	8.50%-\$803	8.00%-\$756
2	9.00%- 851	9.00%- 851
3	9.50%- 898	10.00%- 945
4	10.00%- 945	11.00%-1040

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

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>BOOKSTORE (a)</u>	<u>BOOKSTORE (b) (INC. SUMMER)</u>	<u>DEPARTMENT CHAIRPERSON</u>	<u>DEPARTMENT CO-ORDINATOR</u>
1	6.00%-\$567	8.00%-\$756	7.50%-\$709	2.50%-\$236
2	6.50%- 614	8.50%- 803	8.50%- 803	2.80%- 265
3	7.00%- 662	9.00%- 851	9.50%- 898	3.20%- 302
4	7.50%- 709	9.50%- 898	10.50%- 992	3.50%- 331

INTRAMURALS

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1	1.75%-\$165	1.75%-\$165	2.50%-\$236
2	2.00%- 189	2.25%- 213	3.00%- 284
3	2.25%- 213	2.75%- 260	3.50%- 331
4	2.50%- 236	3.25%- 307	4.00%- 378

Note: A la carte @ \$5.32 per hour or major fraction thereof  
paid on current basis via overtime slips each payday.

PUBLICATIONS AND PUBLICITY

	<u>HOUSE PAPER</u>	<u>WEEKLY 25-30 ISSUES</u>	<u>MONTHLY 9-12 ISSUES</u>	<u>QUARTERLY 4-6 ISSUES</u>	<u>LITERARY MAGAZINE</u>
1	1.25%-\$118	6.00%-\$567	3.00%-\$284	1.50%-\$142	3.00%-\$284
2	1.50%- 142	6.50%- 614	3.50%- 331	2.00%- 189	3.50%- 331
3	1.75%- 165	7.00%- 662	4.00%- 378	2.50%- 236	4.00%- 378
4	2.00%- 189	7.50%- 709	4.50%- 425	3.00%- 284	4.50%- 425

CLUBS AND SPECIAL ACTIVITIES

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1	1.25%-\$118	1.75%-\$165	2.75%-\$260
2	1.50%- 142	2.25%- 213	3.25%- 307
3	1.75%- 165	2.75%- 260	3.75%- 354
4	2.00%- 189	3.25%- 307	4.25%- 402



SENIOR HIGH SCHOOL (\$66,500 per Building)  
(Additional Funds May be provided by Parent Clubs)

COUNSELOR  
(Same as Middle School)

DEPARTMENT CHAIRPERSON

YEAR ON JOB IN  
GROSSE POINTE

CLASS I

CLASS II

CLASS III

1	7.50%-\$709	9.50%-\$898	15.00%-\$1418
2	8.50%- 803	10.50%- 992	16.00%- 1512
3	9.50%- 898	11.50%-1087	17.00%- 1607
4	10.50%- 992	12.50%-1181	18.00%- 1701

Bookstore  
(Incl. Summer)

Subject Matter  
Coordinator

Co-op  
Coordinator

Student  
Government

1	15.50%-\$1465	3.00%-\$284	6.25%-\$591	9.00%-\$851
2	16.50%- 1559	3.50%- 331	6.75%- 638	10.00%- 945
3	17.50%- 1654	4.00%- 378	7.25%- 685	11.00%-1040
4	18.50%- 1748	4.50%- 425	7.75%- 732	12.00%-1134

PUBLICATIONS

Newspaper

Yearbook

Literary Mag.

Asst. for Publ.

1	8.00%-\$756	8.00%-\$756	3.00%-\$284	1.75%-\$165
2	9.00%- 851	9.00%- 851	3.50%- 331	2.25%- 213
3	10.00%- 945	10.00%- 945	4.00%- 378	2.75%- 260
4	11.00%-1040	11.00%-1040	4.50%- 425	3.25%- 307

VARSITY ATHLETICS

Football - Basketball - Swimming

Head

Assistant

1	12.00%-\$1134	7.50%-\$709
2	12.50%- 1181	8.00%- 756
3	13.00%- 1229	8.50%- 803
4	13.50%- 1276	9.00%- 851

Wrestling - Track - Baseball

Head

Assistant

1	10.50%-\$992	7.50%-\$709
2	11.00%-1040	8.00%- 756
3	11.50%-1087	8.50%- 803
4	12.00%-1134	9.00%- 851

# Cross Country - Golf - Tennis

## YEAR ON JOB IN GROSSE POINTE

	Head
1	7.50%-\$709
2	8.00%- 756
3	8.50%- 803
4	9.00%- 851

Note: If assistant cross country coaches become necessary, their compensation should be approximately 70% of the head coach.

## INTRAMURALS

To be paid on a session basis. Rate \$5.32 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

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
	<u>10-15</u> <u>Sessions</u>	<u>15-20</u> <u>Sessions</u>	<u>20-30</u> <u>Sessions</u>	<u>Weekly</u> <u>Sessions</u>	<u>Multiple Weekly</u> <u>Sessions</u>
1	1.25%-\$118	1.75%-\$165	2.50%-\$236	5.50%-\$520	8.00%-\$756
2	1.50%- 142	2.25%- 213	3.00%- 284	6.00%- 567	8.50%- 803
3	1.75%- 165	2.75%- 260	3.50%- 331	6.50%- 614	9.00%- 851
4	2.00%- 189	3.25%- 307	4.00%- 378	7.00%- 662	9.50%- 898

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 Association prior to taking any such action.

EXTRA PAY FOR EXTRA DUTY SCHEDULE

1974-75

Payment for extra-curricular duties performed as additional responsibilities carried during the 1974-75 school year shall be compensated as outlined below. Payment, in general, shall be spread over the remaining paychecks, effective the first paycheck in October, 1974 in most instances.

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 \$5.40 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 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 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 \$9600.

ELEMENTARY (\$1965 per Building)

<u>YEAR ON JOB IN</u> <u>GROSSE POINTE</u>	<u>1st. ASS'T.</u>	<u>SAFETY</u>	<u>SERVICE</u>	<u>CONSULTANT</u>
1	6.00%-\$576	5.50%-\$528	4.50%-\$432	8.00%-\$768
2	6.50%- 624	6.00%- 576	5.00%- 480	9.00%- 864
3	7.00%- 672	6.50%- 624	5.50%- 528	10.00%- 960
4	7.50%- 720	7.00%- 672	6.00%- 576	11.00%-1056

Bookstore and/or Clubs \$100-\$250 as Budget Allows.

### 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	\$362.00
2. Teachers of Emotionally Disturbed	362.00
3. Teacher-Consultants Handicapped Children	362.00
4. School Social Workers	730.00
5. Chairman of Speech, School Social Workers, and Remedial Reading sections	530.00
6. 1st Assistant-Barnard Center	388.00

### PUBLIC LIBRARY

1. Chiefs of Processing, Children Service, Central Library	\$1125.00
2. Branch Librarians	800.00



MIDDLE SCHOOL (\$12,760 per Building)

YEAR ON JOB IN  
GROSSE POINTE

COUNSELOR\*

STUDENT GOVERNMENT

1	8.50%-\$816	8.00%-\$768
2	9.00%- 864	9.00%- 864
3	9.50%- 912	10.00%- 960
4	10.00%- 960	11.00%-1056

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

YEAR ON JOB IN  
GROSSE POINTE

BOOKSTORE (a)

BOOKSTORE (b)  
(INC. SUMMER)

DEPARTMENT  
CHAIRPERSON

1	6.00%-\$576	8.00%-\$768	7.50%-\$720
2	6.50%- 624	8.50%- 816	8.50%- 816
3	7.00%- 672	9.00%- 864	9.50%- 912
4	7.50%- 720	9.50%- 912	10.50%-1008

INTRAMURALS

YEAR ON JOB IN  
GROSSE POINTE

CLASS I

CLASS II

CLASS III

1	1.75%-\$168	1.75%-\$168	2.50%-\$240
2	2.00%- 192	2.25%- 216	3.00%- 288
3	2.25%- 216	2.75%- 264	3.50%- 336
4	2.50%- 240	3.25%- 312	4.00%- 384

Note: A la carte @ \$5.40 per hour or major fraction thereof  
paid on current basis via overtime slips each payday.

PUBLICATIONS AND PUBLICITY

	<u>HOUSE PAPER</u>	<u>WEEKLY</u> <u>25-30 ISSUES</u>	<u>MONTHLY</u> <u>9-12 ISSUES</u>	<u>QUARTERLY</u> <u>4-6 ISSUES</u>	<u>LITERARY</u> <u>MAGAZINE</u>
1	1.20%-\$125	6.00%-\$576	3.00%-\$288	1.50%-\$144	3.00%-\$288
2	1.50%- 144	6.50%- 624	3.50%- 336	2.00%- 192	3.50%- 336
3	1.75%- 168	7.00%- 672	4.00%- 384	2.50%- 240	4.00%- 384
4	2.00%- 192	7.50%- 720	4.50%- 432	3.00%- 288	4.50%- 432

CLUBS AND SPECIAL ACTIVITIES

YEAR ON JOB IN  
GROSSE POINTE

CLASS I

CLASS II

CLASS III

1	1.25%-\$120	1.75%-\$168	2.75%-\$264
2	1.50%- 144	2.25%- 216	3.25%- 312
3	1.75%- 168	2.75%- 264	3.75%- 360
4	2.00%- 192	3.25%- 312	4.25%- 408

SENIOR HIGH SCHOOL (\$67,300 per Building)  
(Additional Funds may be provided by Parent Groups)

COUNSELOR  
(Same as Middle School)

DEPARTMENT CHAIRPERSON

YEAR ON JOB IN  
GROSSE POINTE

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1	7.50%-\$720	9.50%-\$912	15.00%-\$1440
2	8.50%- 816	10.50%-1008	16.00%- 1536
3	9.50%- 912	11.50%-1104	17.00%- 1632
4	10.50%-1008	12.50%-1200	18.00%- 1728

	<u>Bookstore</u> <u>(Incl. Summer)</u>	<u>Subject Matter</u> <u>Coordinator</u>	<u>Student</u> <u>Government</u>
1	15.50%-\$1488	3.00%-\$288	9.00%-\$864
2	16.50%- 1584	3.50%- 336	10.00%- 960
3	17.50%- 1680	4.00%- 384	11.00%-1056
4	18.50%- 1776	4.50%- 432	12.00%-1152

PUBLICATIONS

<u>Newspaper</u>	<u>Yearbook</u>	<u>Literary Mag.</u>	<u>Asst. for Publ.</u>
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VARSITY ATHLETICS

Football - Basketball - Swimming

	<u>Head</u>	<u>Assistant</u>
1	12.00%-\$1152	7.50%-\$720
2	12.50%- 1200	8.00%- 768
3	13.00%- 1248	8.50%- 816
4	13.50%- 1296	9.00%- 864

Wrestling - Track - Baseball

	<u>Head</u>	<u>Assistant</u>
1	10.50%-\$1008	7.50%-\$720
2	11.00%- 1056	8.00%- 768
3	11.50%- 1104	8.50%- 816
4	12.00%- 1152	9.00%- 864

# Cross Country - Golf - Tennis

## YEAR ON JOB IN GROSSE POINTE

## Head

1	7.50%-\$720
2	8.00%- 768
3	8.50%- 816
4	9.00%- 864

Note: If assistant cross country coaches become necessary, their compensation should be approximately 70% of the head coach.

## INTRAMURALS

To be paid on a session basis. Rate \$5.40 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

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
	<u>10-15</u>	<u>15-20</u>	<u>20-30</u>	<u>Weekly</u>	<u>Multiple Weekly</u>
	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>
1	1.25%-\$120	1.75%-\$168	2.50%-\$240	5.50%-\$528	8.00%-\$768
2	1.50%- 144	2.25%- 216	3.00%- 288	6.00%- 576	8.50%- 816
3	1.75%- 168	2.75%- 264	3.50%- 336	6.50%- 624	9.00%- 864
4	2.00%- 192	3.25%- 312	4.00%- 384	7.00%- 672	9.50%- 912

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 Association prior to taking any such action.

EXTRA PAY FOR EXTRA DUTY SCHEDULE

1975-76

Payment for extra-curricular duties performed as additional responsibilities carried during the 1975-76 school year shall be compensated as outlined below. Payment, in general, shall be spread over the remaining paychecks, effective the first paycheck in October 1975 in most instances.

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 \$5.64 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 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 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 \$10000.

ELEMENTARY (\$2045 per Building)

<u>YEAR ON JOB IN</u> <u>GROSSE POINTE</u>	<u>1st. ASS'T.</u>	<u>SAFETY</u>	<u>SERVICE</u>	<u>CONSULTANT</u>
1	6.00%-\$600	5.50%-\$550	4.50%-\$450	8.00%-\$800
2	6.50%- 650	6.00%- 600	5.00%- 500	9.00%- 900
3	7.00%- 700	6.50%- 650	5.50%- 550	10.00%-1000
4	7.50%- 750	7.00%- 700	6.00%- 600	11.00%-1100

Bookstore and/or Clubs \$100-\$250 as Budget Allows.



### 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   | \$377.00                          |
| 2. Teachers of Emotionally Disturbed  | 377.00                            |
| 3. Teacher-Consultants Handicapped Children                                   | 377.00                            |
| 4. School Social Workers  | 760.00                            |
| 5. Chairman of Speech, School Social Worker,<br>and Remedial Reading sections | 553.00                            |
| 6. Extra-ordinary parent conferences<br>(Speech, Reading)                     | 5.64 per authorized<br>conference |
| 7. 1st Assistant-Barnard Center   | 404.00                            |

### PUBLIC LIBRARY

- |   |           |
|---|-----------|
| 1. Chiefs of Processing, Children Service,<br>Central Library | \$1173.00 |
| 2. Branch Librarians  | 834.00    |

MIDDLE SCHOOL (\$13,290 per Building)

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>COUNSELOR*</u>	<u>STUDENT GOVERNMENT</u>
1	8.50%-\$850	8.00%-\$800
2	9.00%- 900	9.00%- 900
3	9.50%- 950	10.00%-1000
4	10.00%-1000	11.00%-1100

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

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>BOOKSTORE (a)</u>	<u>BOOKSTORE (b) (INC. SUMMER)</u>	<u>DEPARTMENT CHAIRPERSON</u>
1	6.00%-\$600	8.00%-\$800	7.50%-\$750
2	6.50%- 650	8.50%- 850	8.50%- 850
3	7.00%- 700	9.00%- 900	9.50%- 950
4	7.50%- 750	9.50%- 950	10.50%-1050

INTRAMURALS

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1	1.75%-\$175	1.75%-\$175	2.50%-\$250
2	2.00%- 200	2.25%- 225	3.00%- 300
3	2.25%- 225	2.75%- 275	3.50%- 350
4	2.50%- 250	3.25%- 325	4.00%- 400

Note: A la carte @ \$5.64 per hour or major fraction thereof  
paid on current basis via overtime slips each payday.

PUBLICATION AND PUBLICITY

	<u>HOUSE PAPER</u>	<u>WEEKLY 25-30 ISSUES</u>	<u>MONTHLY 9-12 ISSUES</u>	<u>QUARTERLY 4-6 ISSUES</u>	<u>LITERARY MAGAZINE</u>
1	1.25%-\$125	6.00%-\$600	3.00%-\$300	1.50%-\$150	3.00%-\$300
2	1.50%- 150	6.50%- 650	3.50%- 350	2.00%- 200	3.50%- 350
3	1.75%- 175	7.00%- 700	4.00%- 400	2.50%- 250	4.00%- 400
4	2.00%- 200	7.50%- 750	4.50%- 450	3.00%- 300	4.50%- 450

CLUBS AND SPECIAL ACTIVITIES

<u>YEAR ON JOB IN GROSSE POINTE</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
1	1.25%-\$125	1.75%-\$175	2.75%-\$275
2	1.50%- 150	2.25%- 225	3.25%- 325
3	1.75%- 175	2.75%- 275	3.75%- 375
4	2.00%- 200	3.25%- 325	4.25%- 425

SENIOR HIGH SCHOOL (\$70,000 per Building)  
(Additional Funds may be provided by Parent Groups)

COUNSELOR  
(Same as Middle School)

DEPARTMENT CHAIRPERSON

YEAR ON JOB IN  
GROSSE POINTE

CLASS I

CLASS II

CLASS III

1	7.50%-\$750	9.50%-\$950	15.00%-\$1500
2	8.50%- 850	10.50%-1050	16.00%- 1600
3	9.50%- 950	11.50%-1150	17.00%- 1700
4	10.50%-1050	12.50%-1250	18.00%- 1800

Bookstore  
(Incl. Summer)

Subject Matter  
Coordinator

Student  
Government

1	15.50%-\$1550	3.00%-\$300	9.00%-\$900
2	16.50%- 1650	3.50%- 350	10.00%-1000
3	17.50%- 1750	4.00%- 400	11.00%-1100
4	18.50%- 1850	4.50%- 450	12.00%-1200

PUBLICATIONS

Newspaper

Yearbook

Literary Mag.

Asst. for Publ.

Varsity Athletics

Football - Basketball - Swimming

Head

Assistant

1	12.00%-\$1200	7.50%-\$750
2	12.50%- 1250	8.00%- 800
3	13.00%- 1300	8.50%- 850
4	13.50%- 1350	9.00%- 900

Wrestling - Track - Baseball

Head

Assistant

1	10.50%-\$1050	7.50%-\$750
2	11.00%- 1100	8.00%- 800
3	11.50%- 1150	8.50%- 850
4	12.00%- 1200	9.00%- 900

# Cross Country - Golf - Tennis

## YEAR ON JOB IN GROSSE POINTE

## Head

1	7.50%-\$750
2	8.00%- 800
3	8.50%- 850
4	9.00%- 900

Note: If assistant cross country coaches become necessary, their compensation should be approximately 70% of the head coach.

## INTRAMURALS

To be paid on a session basis. Rate \$5.64 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

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
	10-15	15-20	20-30	Weekly	Multiple Weekly
	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>	<u>Sessions</u>
1	1.25%-\$125	1.75%-\$175	2.50%-\$250	5.50%-\$550	8.00%-\$800
2	1.50%- 150	2.25%- 225	3.00%- 300	6.00%- 600	8.50%- 850
3	1.75%- 175	2.75%- 275	3.50%- 350	6.50%- 650	9.00%- 900
4	2.00%- 200	3.25%- 325	4.00%- 400	7.00%- 700	9.50%- 950

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 Association prior to taking any such action.