



**MASTER AGREEMENT
2007—2009**

The Grosse Pointe Public School System

The Grosse Pointe Education Association/MEA—NEA

*389 St. Clair
Grosse Pointe, Michigan 48230*

**AGREEMENT BETWEEN
THE GROSSE POINTE PUBLIC SCHOOL SYSTEM AND
THE GROSSE POINTE EDUCATION ASSOCIATION
MEA-NEA**

2007-2009

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THIS AGREEMENT entered into as of the 27th day of June, 2007, 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, MEA-NEA, hereinafter called “the ASSOCIATION”.

ARTICLE I

PREAMBLE

(1) 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:

(1a) WHEREAS, the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district; and

(1b) WHEREAS, the Board recognizes that teaching is a profession; and

(1c) WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; and

(1d) 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

(1e) 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

(1f) 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 2007-2009; and

(1g) 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.

(1h) NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Board hereby agree as follows:

ARTICLE II

RECOGNITION

(2) The Board recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel employed by the Board, including classroom teachers, nurses, school

librarians, school psychologists, occupational therapists, physical therapists, contracted substitute teachers, school social workers, counselors, vocationally certified teachers and all such personnel on leave of absence but excluding all administrators and supervisors as defined by law, and also excluding all maintenance and plant personnel, office workers, cafeteria workers, temporary substitutes, classroom assistants, hall monitors, parking lot attendants, lay supervisors and paraprofessionals 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 herein referred to as "teachers".

(3) All Administrators may perform any duties normally performed by teachers in emergencies and other circumstances, where necessary, as has been customary prior to this agreement.

ARTICLE III

RIGHTS OF THE BOARD

(4) 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:

(4a) 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.

(4b) 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.

(4c) 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.

(4d) 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.

(4e) 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.

(4f) 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.

(4g) 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.

(4h) 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.

(4i) To be under no obligation to replace resigned or departed staff members when the Board intends to curtail or eliminate programs or when in its judgment such replacement would perpetuate a staffing problem which is the result of insufficient operating funds, less than projected enrollments, or reduced student elections in certain subject matter areas.

(4j) None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this agreement.

(4k) 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 periodically, when deemed necessary by either party, 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 paragraphs 4d and 4g hereof).

(4l) 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.

(4m) In no event are such meetings to be used for discussion of existing grievances or by either party to demand any modifications to the provisions of this Agreement.

ARTICLE IV

FAIR EMPLOYMENT PRACTICES

(5) 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, age, height, weight, political activities, sexual orientation, or membership or participation in the Association or any other employee organization.

(6) The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, height, weight, political activities, sexual orientation or membership or 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.

(7) 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

(8) 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:

(8a) A teacher assigned to a pool class must maintain a valid Water Safety Instruction certificate. If a teacher does not hold a current valid certificate at the time of initial assignment, (s)he shall obtain the required WSI certificate during the summer months prior to commencing instruction.

(8b) A teacher (other than a school social worker, a school psychologist, a counselor, or an occupational therapist, or a nurse) shall hold a Michigan Teacher's Certificate or a Michigan Vocational Certificate valid for his work assignment including NCLB Highly Qualified requirements for all core academic assignments. Failure to have or keep such certificate(s) shall invalidate the contract of any teacher. For purposes of transfer and recall, a school counselor endorsement is understood to be the required qualification.

(8c) To the extent possible, only teachers who possess the highest qualifications, as determined by the Board, shall be given consideration for employment.

(8d) At the Board's discretion, preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

(8e) All persons assisting in the educational process shall be under the direct supervision of a teacher or an administrator.

(8f) In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), the Association and the Board will form a committee whose primary purpose will be to assist teachers in becoming highly qualified in compliance with State and Federal regulation. This may include establishing portfolio guidelines. The committee shall consist of six (6) members, three (3) appointed by the Association and three (3) appointed by the Board. The committee shall make determination as to content and format of meetings.

(8g) This paragraph does not apply to positions which are not covered by the ESEA.

(8h) In the event that the laws are repealed or amended so as not to require the concept of "Highly Qualified", paragraphs 8f-8h shall be void.

ARTICLE VI

RIGHTS OF THE ASSOCIATION

ACCESS TO BOARD INFORMATION

(9) 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.

(10) 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.

(11) 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.

USE OF SCHOOL FACILITIES

(12) 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.

(13) 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.

(14) All reasonable requests for use of office, lounge, and workroom bulletin boards shall be granted to the Association.

(15) School mail and email service shall be granted to the Association.

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

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

(17) Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment join the Association or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to the Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer

shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

(18) Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in the Agreement.

(19) Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer as assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures.

(20) Pursuant to this Article, the employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the employer of the appropriate deduction for each bargaining unit member for each paycheck.

(21) Amounts deducted as provided above shall be transmitted promptly along with a list of the names, respective amounts deducted for each bargaining unit member and, if the dues, assessment, contribution and/or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee. Within seven (7) calendar days of hire, the employer shall inform the Association of the name and job title of each newly hired bargaining unit member.

(22) Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service Fee for that given year.

(23) The Association agrees to assume the legal defense of any suit or action brought against the Board, the School District, or their agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, the School District, or their agents or employees for any costs or damages which may be awarded against any of them as the result of said suit or action.

(24) Deleted

(25) Deleted

PROFESSIONAL FINANCIAL RESPONSIBILITIES

(26) 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 a payroll deduction for such fee in the same manner as provided in Paragraphs 17-25. 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

Paragraphs 17-25, the Board shall, upon motion of the Association, cause the termination of employment of such teacher, subject to Paragraph 27c. 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.

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

(27a) 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.

(27b) 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.

(27c) The Board, only upon receipt of said charges and request for termination, shall conduct a hearing of said charges. 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 the representation benefit fee.

(28) 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 Board's Business Office. The Association shall remain responsible for the ultimate disbursement of such monies.

(29) The Association agrees to assume the legal defense of any suit or action brought against the Board, the School District, or their agents or employees arising out of the implementation or enforcement of this provision. Furthermore, the Association agrees to indemnify the Board, the School District, or their agents or employees for any costs or damages which may be awarded against any of them as the result of said suit or action.

OTHER PAYROLL DEDUCTIONS

(30) 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
- Michigan First Credit Union
- Established tax sheltered annuity plan premiums and insurance premiums provided the carrier will not require more than two checks per pay period (one for TSA deductions and one for insurance deductions)
- United Foundation contributions
- MEA-PAC/NEA-PAC contributions
- Michigan-NEA Retirement Program (MEA-R)
- Approved flexible spending accounts

and agrees to disburse these deductions for the purpose intended at the scheduled due dates agreed upon by both parties. Procedures for these payroll deductions shall be established by the Board's Business Office in consultation with the Association. The Board will deduct PAC contributions upon the written authorization of the teacher. Deductions for MEA-R will be made at the same time and in the same manner as dues in accordance with the procedure set forth in paragraphs 17-23 of this Agreement.

(30a) The Board agrees, upon written authorization of the teacher, to make available the opportunity for direct deposit of teachers' pay checks to the bank(s) and account(s) of their choice. Procedures for this process will be established by the Business Office and be implemented within 60 days of the ratification of this document.

(31) The Board agrees to continue a plan in pursuance of the applicable provisions of the Michigan School Code, whereby the Board may, upon the request of a teacher, purchase a retirement or other type of annuity insurance contract for him/her; provided, 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) and Section 457(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/her rights there under 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 teacher's payroll.

(32) Participating companies shall be AIG Valic, AXA Equitable Life Insurance, Consolidated Financial Corporation, Fidelity Investments, Hantz Financial, Lincoln Financial Group of Michigan, Merrill Lynch, Michigan Education Financial Services Association, Morgan Stanley, Raymond James Financial Services, Robert W. Baird & Co., RTB Retirement, and Smith Barney Citigroup. No new enrollments will be accepted for Washington National Life Insurance Company and Northwestern Mutual Life Insurance Company. However, employees who have accounts with these companies will be allowed to maintain them (which includes increasing or decreasing deductions.) The parties agree to negotiate on the subject of wire transfer of funds to TSA carriers if it becomes possible to do so during the term of the agreement.

RELEASED TIME FOR CONTRACT NEGOTIATIONS

(33) 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.

(34) 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.

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

RELEASED TIME FOR ASSOCIATION ACTIVITIES

(36) 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 one-half of the 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.

RELEASED TIME FOR ASSOCIATION PRESIDENT

(37) The Association President shall be granted up to full time released time from his/her teaching duties to assist teachers at times when it does not disrupt the learning process 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.

(38) Prior to the President contacting any teacher at his/her building, the President shall notify the building office of his/her intended visit. The President's contact with teachers shall be limited to the teachers' non-teaching time, and shall not interfere with or interrupt school operations.

(39) The President's return to his/her 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.

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

(41) The continuing employment of any former President shall be subject to Article XIII, hereof.

BOARD AGENDA ITEMS

(42) The Association may submit agenda items for possible consideration at regular monthly Board of Education meetings provided they are delivered to the Superintendent of Schools at least ten (10) 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. In addition the complete report of the Department of Human Resources, including salary placement and percentage of employment where applicable, shall be provided at the same time. A copy of the minutes of each regular Board of Education meeting shall be provided the Association.

ASSOCIATION BUILDING REPRESENTATIVES

(43) 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. The Association shall immediately identify to the Department of Human Resources and the Administrator those teachers who have been selected as Association Representative(s).

ARTICLE VII

CURRICULUM DEVELOPMENT

(44) Recognizing the need for the continuous improvement of the instructional program, the Department of Curriculum and 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.

(45) Application for approval of curriculum work of unusual magnitude:

(45a) All applications for approval for such work shall be forwarded by the designated building administrator to the Department of Curriculum and Instruction and to the Association.

(45b) When it is deemed appropriate by the teacher applicant, the principal, and the Department of Curriculum and Instruction, the teacher may be released from his/her regular teaching assignment to complete the project or the teacher may be remunerated for the work. (See Appendix B)

(46) Upon reasonable request the Association 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.

(46a) The introduction of new curriculum or the modification of existing curriculum shall be adopted by the Board of Education in March for implementation in the next academic year.

(46b) All teachers will be supplied with the necessary materials to teach Board approved curriculum.

ARTICLE VIII

GRIEVANCE PROCEDURE

DEFINITIONS

(47) 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.

(48) The term "Days" when used in this Article shall mean duty days, except where otherwise indicated.

GENERAL PRINCIPLES

(49) 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. However, if a teacher has a complaint which he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without invoking the grievance procedure. This does not preclude later recourse to the grievance procedure.

(50) 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/her professional status.

(51) Any aggrieved person may be represented at all meetings and hearings through step two of the grievance procedure by the Association. The aggrieved person shall in no event be represented by an officer, agent, or other representative of any teacher organization other than the Association. 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.

(52) 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 step two of the grievance procedure, if the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at any such adjustment at the informal conference or at step two. The Board further agrees to provide immediately to the Association a copy of all written grievances lodged by an individual teacher and decisions rendered relative to these grievances, together with the supporting reasons for the decision.

(53) 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. However, in the event new facts are obtained which were not previously known to him/her but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties of interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. 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 of interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

(54) If in the judgment of the Association, a grievance affects a group or class of teachers, the Association shall submit such grievance in writing to the Superintendent or his/her designated representative and the processing of such a grievance shall be commenced at step four, unless in the judgment of the Superintendent or his/her designated representative it affects teachers in only one building in which event said grievance may be referred back to step one for processing. As a condition to commencing a "class" grievance at step four, the Association shall inform the Superintendent or his/her designated representative, in writing, of the group of teachers allegedly affected by such grievance. A "class" grievance under this section shall not be considered unless it is submitted in writing to the Superintendent or his/her designated representative within twenty (20) days after the event or occurrence which is the basis of the grievance, became known to or reasonably should have been known by the President, or Vice President for PR&R of the Association. Any adjustment or resolution of any "class" grievance shall specify the teachers (by description) who will be affected thereby.

(55) At any level the failure of an administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Association to proceed to the next level.

(56) It shall be the general practice to process grievances during times which do not interfere with assigned duties. However, at times the parties may mutually agree to conduct grievance proceedings during regular working hours, in which event the Board will release teachers from assigned duties without loss of pay if their presence at said proceedings is necessary.

(57) Grievances shall be processed as rapidly as possible. Time limits, however, may be extended when mutually agreed upon in writing.

(58) 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 the grievant or the Board, 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.

(59) All grievances and appeals must be in writing on prescribed forms. They shall contain a specific but concise statement of the facts upon which the grievance is based; a specific reference to the articles and sections of the agreement or established policy which allegedly have been violated; the date of the alleged violation; the specific nature of the relief requested; and, shall be signed and dated by the teacher(s) involved. The forms for filing grievances and taking appeals shall be jointly formulated by the Board and the Association. However, the availability of said forms to teachers shall be the responsibility of the Association.

(60) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(61) The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article VIII:

(61a) Failure to re-employ, the demotion, or the termination of the services of any probationary teacher or

(61b) The temporary suspension, without loss of pay, from duty, pending the disposition of tenure charges or a recommendation to the Board of Education for termination of services, against any teacher or

(61c) 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 Michigan Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended) and further including, any dispute between a teacher or beneficiaries of a teacher and any carrier of liability insurance or other insurance benefits provided pursuant to Appendix D of this Agreement.

STEP ONE

(62) Prior to invoking the grievance procedure at step two, a teacher who has a complaint which he/she believes may be the basis of a grievance shall first discuss the matter with his/her appropriate supervisor or principal, whoever is more directly concerned with the problem, to resolve the matter informally. At this meeting he/she may have the assistance of his/her Association Building Representative (or alternate.) A teacher having a complaint shall bring the matter to the attention of the appropriate 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/her. If the above time limit is not adhered to, a complaint or grievance concerning the matter shall not be considered. The principal or appropriate supervisor shall make arrangements to hold such meeting within five (5) days after receipt of the teacher's request, and shall make his/her decision known within five (5) days after the meeting. The Board and the Association both recognize the value and importance of full discussion and complete presentation of all pertinent facts in order to clear up any misunderstanding. Every reasonable effort shall be made by both parties to settle the problem at step one.

STEP TWO

(63) If a complaint is not satisfactorily resolved, the aggrieved person may invoke the formal grievance procedure by giving notice to the Association and to his/her principal or appropriate supervisor on approved grievance forms. Such notice shall be filed not later than five (5) days after being informed of the decision required under Paragraph 62.

(64) Within five (5) days of receipt of the written grievance, the aggrieved person's principal or appropriate supervisor shall state his/her 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/her Association Building Representative.

STEP THREE

(65) If the aggrieved person desires to appeal the decision of the supervisor or principal, he/she shall file the grievance with the President of the Association within five (5) days after receipt of the decision.

(66) If the Association decides the grievance has merit, it shall refer the grievance to the Superintendent of Schools within fifteen (15) days following receipt of said grievance by the President, together with a statement in writing of the reasons for its decision, a copy of same to be mailed to the teacher's principal or appropriate supervisor; thereafter, the aggrieved person shall be represented in subsequent levels of the grievance procedure only by the Association or a person designated by it.

(67) If the GPEA Executive Board decides the grievance lacks merit it shall give written notice to the aggrieved person, the Association Building Representative and the aggrieved person's principal or appropriate supervisor, that the matter is terminated. 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 appropriate supervisor or principal.

STEP FOUR

(68) Upon receipt of the grievance, the Superintendent or Deputy Superintendent will meet with the Association within ten (10) days and attempt, if possible, to resolve the matter. A written decision on the matter, together with supporting reasons, shall be given to the aggrieved teacher and the Association within five (5) days after the meeting.

STEP FIVE

(69) If the Association is not satisfied with the disposition of the grievance at step four, it may submit said grievance to arbitration. In order to be timely the Association must serve a demand for arbitration upon the Board within sixty (60) days after receipt of the decision at step five. If the parties are unable to agree upon an arbitrator within fifteen (15) days after receipt of the demand for arbitration, the dispute shall be processed under the procedures of the American Arbitration Association (AAA).

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

(70a) Deleted

(70b) 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.

(70c) 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.

(70d) 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.

(70e) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or established personnel policy. His power shall be limited to deciding whether the Board has violated, misinterpreted or misapplied any of the terms of the Agreement or established personnel policy. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendation as to other matters.

(70f) Because arbitration is an appellate proceeding neither the Board nor the Association shall be permitted to assert in an arbitration hearing, any ground or evidence not previously disclosed to the other party.

(70g) The fees and expenses of the arbitrator and the fees of the administrative body shall be shared equally by the Board and the Association.

ARTICLE IX

RIGHTS OF THE TEACHER

BOARD SUPPORT OF TEACHERS IN PERFORMANCE OF DUTIES

(71) 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.

(72) The Board acknowledges that some children require special education placement with 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 are placed in general education classrooms, the Board shall attempt to limit the number of students per classroom so as to minimize the effect on the general education instructional program. In the event it is necessary to place additional students in said classroom, the Board agrees that class size shall be reviewed and may be adjusted as appropriate. Also when appropriate and recommended by the student's team, additional adult assistance will be provided to the general education teacher. Staff development, suitable learning materials and other such support will be provided as needed for the general education teacher.

(73) Any assault by a child upon a teacher shall be promptly reported to his/her 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.

(74) 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 continuing development of rules governing the conduct and disciplining of students in accordance with the provisions of Paragraph 4d hereof.

(75) 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 \$1,000,000 for a single injury, \$1,000,000 for single occurrence, and \$1,000,000 for the property of third parties, against damages arising out of negligence of any teacher while acting within the scope of his/her duties as such, subject to the exclusion contained in such policy. In addition to these basic amounts of insurance the Board shall provide a \$4,000,000 Umbrella Liability Policy to supplement and extend the above described basic coverage.

(76) 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.

(77) Normally, teachers will not be required to administer tracheotomy suctioning, catherization (including clean intermittent catherization) or tube feeding to students.

(78) No teacher shall be required to transport any child for any reason.

(79) 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.

ASSIGNMENTS, REASSIGNMENTS, AND TRANSFERS

(80) The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his/her area of special competence and in the school setting best suited to his/her 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/her teaching certificate.

(81) 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/her 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.

(82) For the purpose of this article a reassignment shall mean a change in department at the secondary level or category at the elementary level and within the Special Education Department. A transfer shall mean a change in school.

(83) For the purpose of this Article the term vacancy shall be defined to include a new position and/or an existing position which exceeds the number of teaching positions filled by the current teaching staff and which cannot be filled by a teacher from the recall list. In filling a vacancy the Board shall consider the professional qualifications, attainments and other relevant factors of all applicants within the school district as well as applicants from outside the school district. Each internal candidate meeting the qualifications for the position will be granted an interview. All things being equal preference will be given to Grosse Pointe teachers. Moreover, a full time teacher shall be eligible to apply for a transfer after two (2) full years of employment with the school district, provided he/she has received satisfactory evaluations during this period.

(84) 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 Director of Human Resources. The application shall set forth the school(s), grade(s), or position(s) sought and the applicant's academic qualifications. In order to assure active consideration for vacancies which occur during the time when school is out, requests must be renewed annually, but no later than the close of the school year. A request for transfer or reassignment may be submitted even though an opening does not exist at the time.

(85) In the event that a teacher is denied a requested transfer or reassignment, the teacher may appeal the denial to the Board of Education. Such an action shall not be grievable beyond the Board unless there is the specific allegation that the Board has failed to follow its own personnel procedures. Such personnel procedures as are necessary beyond those already in this agreement shall be developed by the Board and revised as necessary after consultation with the Association. Following such development of these additional personnel procedures and such revision of procedures, they shall be incorporated by reference into this agreement.

VACANCIES DURING THE SCHOOL YEAR

(86) When vacancies and newly created positions in the professional staff are determined to exist, notices shall be prominently posted in an appropriately designated place in each school or department for not less than six (6) business days prior to the closing date for filing application. A copy of said notice shall be sent to the Association at the time of posting. The Board recognizes the advantage of having experienced teachers fill teaching vacancies that occur in the district. To that end, the Board agrees to post all vacancies with the MEA/NEA office simultaneous with posting outside the district. The Board further agrees to give consideration to the applicants from MEA/NEA.

(87) 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.

(88) The Association and the Board recognize that when 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/her reasonable judgment, the least disruption to the existing instructional program would take place, but in no case later than the beginning of the next school year.

VACANCIES DURING TIME WHEN SCHOOL IS NOT IN SESSION

(89) Notice of all vacancies and newly created positions shall be made available to the Association and accessible at the Board offices at times 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.

INVOLUNTARY TRANSFER OR REASSIGNMENT

(90) An involuntary transfer and/or reassignment shall be made only in cases of emergency or when it is in the best interests of the instructional program. The Director of Human Resources will notify, in writing, the affected teacher of the reason(s) for the involuntary transfer and/or reassignment. A transfer or reassignment will be considered involuntary if the teacher did not formally apply for the same. The Board will make an effort to return the teacher to his/her previous building assignment no later than the following school year if such return is in the best interests of the instructional program and assuming that a request is made to the Human Resource Director not later than March 1, on a designated form.

(91) Deleted

(92) 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/she would be in another. Such transfers and reassignments would be considered involuntary as defined above and shall be subject to the grievance procedure.

(93) However, transfers and reassignments which result from a necessary reduction of staff, from reduced enrollments, or from fluctuation of enrollments may be grieved directly to the Board of Education. Such action shall not be appealable beyond the Board unless there is the specific allegation that the Board has failed to follow its own personnel procedures. Such personnel procedures as are necessary beyond those already in this agreement shall be developed by the Board and revised as necessary after consultation with the Association. Following such development of these additional personnel procedures and such revision of procedures, they shall be incorporated by reference into this agreement.

TRANSFERS IN THE EVENT OF BUILDING CLOSINGS

(94) In the event the Board decides to close one or more school buildings it will transfer affected teachers who are eligible for continued employment to assignments in other buildings in accordance with Board policy and the accompanying regulation. It is understood that the procedure set forth in the regulation will be subject to the grievance procedure. It is further understood that the Board will not change the policy and/or regulation without first negotiating on this matter with the Association.

PERSONAL AND PRIVATE LIFE

(95) The private and personal life of any teacher is not within the appropriate concern or attention of the Board, subject only to Paragraphs 270e and 270f. No restriction shall be placed upon the freedom of a teacher to use his/her own time for gainful employment insofar as it does not interfere with satisfactory performance of his/her school duties and is not in conflict with the code of professional ethics recited in Paragraphs 256-259f hereof.

PERSONAL PROPERTY OF TEACHERS

(96) The Board shall reimburse a teacher, in an amount not to exceed \$400.00 for loss, damage, theft, or destruction, while on duty in the school, of his/her 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. The obligation shall not encompass wear, tear, or gradual deterioration of property or loss of money. An explanation of loss must be promptly reported to building administrator.

(97) Deleted

(98) The above reimbursement obligation shall also extend to loss, theft, 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.

(99) The reimbursement obligation enumerated in these sections 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/her own insurance, if any.

MONITORING

(100) 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.

(100a) If any incident of illegal or unprofessional activity by a teacher is recorded by the monitoring device(s), the Association will be notified and will be given the opportunity to review the original material as promptly as possible.

FREEDOM OF INFORMATION ACT REQUESTS (FOIA)

(100b) The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA):

1. When a FOIA request is received, the Human Resources Office will attempt to notify the Association or affected teacher as soon as possible. At the request of the teacher or Association, a meeting will be arranged with the Director of Human Resources. Whenever possible, the request and all requested documents will be shared with the teacher or Association representative prior to release.
2. The Board shall honor all requirements of the Michigan Bullard-Plawecki statute with respect to the release of disciplinary records as allowable under the Freedom of Information Act.
3. Nothing herein shall prevent the district from complying with all requirements of the FOIA law.

REVIEW OF PERSONNEL FILE

(101) Each teacher shall have the right upon request to review the contents of his/her own personnel 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. In the event E.P.E.D. file(s) are kept separate from the general personnel file, the affected teacher will have the right to review such file(s).

(102) 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.

(103) All communications, commendations and validated complaints directed toward the teacher which are included in the personnel file shall be called to the teacher's attention at the time of inclusion by sending a copy of the same to the teacher. Teachers shall have the opportunity to react and include a supplementary statement to his/her personnel file at this time.

(104) Unsigned letters or anonymous complaints shall not constitute grounds for any corrective or disciplinary action against any teacher by an administrator nor shall the same be included in the personnel file.

(105) Instructional complaints written by students shall not be included in any teacher's file.

(106) Material shall be removed from the personnel file or corrected if and when a teacher's claim that such material is inaccurate is sustained through the grievance procedure. No reference to corrected or removed material shall be maintained in the personnel file.

(107) The personnel file 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 Paragraphs 230-238 of Article X hereof. All complaints directed toward the teacher which are three or more years old shall be removed.

(108) Upon request, and at a time scheduled by the Department of Human Resources, the personnel files of teachers maintained at the Board Office may be reviewed by the teacher annually. Upon the written request of the teacher the Board will remove from the file any reprimand, complaint or letter of corrective action which is five or more years old, provided that the teacher has not received any reprimand, complaint or letter of corrective action in the five year period preceding the date of the request. However, this provision is not intended to include an incident which, in the judgment of the Board, could lead to dismissal.

TEACHER ASSIGNMENT TO ADMINISTRATIVE DUTIES

(109) Subject to Article XII hereof, teachers shall not supervise other teachers. Further 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.

RELIEF FROM SUBSTITUTE RESPONSIBILITY

(110) It is the sole and exclusive responsibility of the Board to employ, assign, determine the need for and qualifications of substitute teachers. When the regular teacher is absent, substitutes will be provided for all classes which provide teacher planning time except as provided below.

(111) Teachers shall not be required to assume the responsibilities of absent teachers except in short-term emergencies which includes the failure of a substitute to arrive on schedule or the inability of the Board to secure a substitute. If a teacher is assigned to substitute, he/she will be compensated at the rate of twenty-five dollars (\$25.00) per hour, prorated for classes more or less than the standard class length.

(112) Teachers may make recommendations (either positive or negative) concerning the assignment or performance of substitute teachers. Such recommendations shall be in writing, signed by the regular teacher, and shall contain data which supports the recommendation. A copy of any such recommendation concerning a substitute teacher shall immediately be furnished to the substitute by the building principal.

STAFF DEVELOPMENT

(113) In the belief that it is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers are encouraged to take advantage of the following opportunities offered them by the Board:

(114) Requests by teachers for conference attendance will be submitted to the appropriate department (Elementary Curriculum, Secondary Curriculum, Special Education.) Requests must be received in the appropriate department prior to the date of the conference and in sufficient time to be reviewed by said department. Prior approval of such leave is necessary and is granted for the sole purpose intended. Upon reasonable request the Association will have access to copies of teacher requests for sabbatical leaves, conferences, and conventions, and the dispositions thereof.

(115) Respecting the uniqueness of each building and/or department, the Board agrees that funds as budgeted, and as established by the Board, 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.

(116) Approved professional conference days shall count as teaching days.

(117) The Board shall reimburse documented, reasonable costs of registration, travel, meals, and lodging for approved conference attendance. The teacher and administrator shall agree in advance to a maximum reimbursable amount.

(117a) The Board shall pay the cost of substitute teachers.

(117b) The maximum allowance for one conference shall be \$750.00.

VISITING DAY

(118) 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.

(119) An approved visiting day shall count as a teaching day.

LEAVES OF ABSENCE**GENERAL LEAVE**

(120) The Board may grant a tenure teacher an unpaid leave of absence for any purpose it considers worthwhile for a period not to exceed one year subject to renewal at the discretion of the Board for an additional period not to exceed one year.

CHILD CARE LEAVE

(120a) Upon completion of two years of full time teaching within the Grosse Pointe Public Schools, the Board may grant an unpaid leave of absence for the purpose of child care. Whenever possible, the commencement and conclusion of such leaves shall occur at semester start and end dates. Teachers completing a pregnancy disability may begin a child care leave at the conclusion of the disability period. Teachers may be asked to complete necessary work in conjunction with the leave, if possible; e.g., a teacher may be asked to complete final grades if the leave were to commence near the end of the school year.

EXCHANGE TEACHER OR STUDY LEAVE

(121) The Board may grant a tenure teacher a leave of absence for the purpose of an exchange of teaching positions with a teacher from another school district, subject to the conditions set forth in M.C.L.A. 380.1234 (School Code of 1976.)

(122) 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.

SABBATICAL LEAVE

(123) The Board may grant an eligible tenure teacher a sabbatical leave of absence upon the recommendation of the Superintendent. The rules and regulations of the sabbatical leave program shall be interpreted in accordance with M.C.L.A. 380.1235 (School Code of 1976) and any amendments thereto. The due date of applications for sabbatical leave shall be as follows:

(123a) February 15 for leaves beginning with the ensuing school year.

(123b) October 15 for leaves beginning at mid-year.

NOTE: The complete rules and regulations are set forth in Appendix F of this Agreement.

ASSOCIATION LEAVE

(124) The Board shall grant an unpaid leave of absence to a teacher who is an elected officer of the MEA, NEA or MEA-NEA 6-E Coordinating Council or assumes a staff position with any of the above organizations. Such leave shall be for a period not to exceed one year subject to renewal at the option of the teacher for an additional period not to exceed one year. The teacher shall notify the Board, in writing, by July 1 whether the option is to be exercised. Any further extension of said leave shall be jointly agreed to by the Board and the Association. An elected officer of the MEA, NEA or MEA-NEA Coordinating Council shall receive credit toward the regular salary increment upon return from leave.

(124a) The Board shall grant an unpaid leave of absence to a teacher who is an elected president of the GPEA. An elected president shall receive credit toward the regular salary increment upon return from leave.

MILITARY LEAVE

(125) Leaves for active military service or reserve training will be granted in accordance with applicable law.

PEACE CORPS AND JOBS CORPS LEAVE

(130) 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 organizations 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/she intends to return to the employ of the Board at the conclusion of the leave.

FAMILY MEDICAL LEAVE ACT (FMLA)

(130a) The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Director of Human Resources. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

TEACHER SICK LEAVE

(131) PROBATIONARY TEACHERS - Probationary teachers shall be provided a sick leave allowance of ten days per year (beginning with the first day of school) cumulative to 40 days during the probationary period. The board shall provide probationary teachers short term or long term disability insurance available for purchase through the District's Flexible Benefit Plan.

(132) TENURE SICK LEAVE—Tenure teachers and those members of the bargaining unit who have completed probation 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 (6) school months shall be supported by the Board as provided in Appendix D of this Agreement for the duration of this Agreement.

(133) ELIGIBILITY FOR TENURE SICK LEAVE—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.

(134) BENEFITS—Eligible teachers on Tenure Sick Leave shall be paid at a daily rate determined by their base salary (including extra pay for extra duty if another teacher has not been assigned such duty) for regularly scheduled duty days during which they are absent from work by reason of illness or disability.

(135) 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.

(136) Tenure Sick Leave Benefits shall be reduced 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 therefore. Such benefits shall also be reduced by benefits payable to the teacher, under the Michigan Workers' Compensation Act, for such period (excepting payments under such laws specifically for hospital or medical expenses or for specific allowances for loss of members or disfigurements.) Any lump sum settlement in redemption of liability under such laws shall result in the reduction of monthly tenure sick leave benefits in amounts equal to the Workers' Compensation Benefits the employee would have been entitled to had there been no lump sum redemption, but not to exceed in total the amount of the settlement.

(137) It is the duty of the teacher to report to the Human Resources Office the amount of disability benefits received through Social Security or Workers' Compensation.

(138) TERMINATION OF TENURE SICK LEAVE BENEFITS—In the event of resignation from the professional staff accepted by the Board, eligibility for tenure sick leave shall cease on the last day of regularly assigned duties.

(139) The Board has purchased an insurance contract providing Long Term Disability Insurance for all tenure and other teachers who have completed probation. 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.

(140) 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 are due and payable.

(141) 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, 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.

(142) Deleted

(143) DEFINITION OF ILLNESS OR DISABILITY—For purposes of 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/her assignment with the Board. Illness includes cases where emergency medical procedures are required. Appointments for medical examinations and diagnostic testing or for other health or medical care appointments which cannot be scheduled outside the normal school day shall qualify for leave under the

terms of sick leave. 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.

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

(145) Teachers may be required at the time of their absence, to furnish information and physician's certificates concerning their absence as the Board may require.

(146) 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 the 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.

(147) 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 Director of Human Resources.

(148) 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/her 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. During the period of confinement the Board may require examination by its physician at Board expense.

(149) When a teacher is ready to return after fifteen (15) consecutive duty days of 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.

(150) In the case of 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 recommendation 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.

(151) Teachers on Sick Leave (to a maximum of 120 days) shall not lose eligibility for advancing on the salary schedule during the period of such leave.

(152) SUBSTANTIATION OF ABSENCE—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.

(153) Prior to any pay deduction, the employee will normally, if time permits, be provided an opportunity to discuss the impending action with his/her supervisor and the administrator bringing the accusation. If a conference is held, it will replace the informal conference dictated by the grievance procedure. The Association Representative may be present at the request of the individual teacher.

(154) 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 step three. As a prerequisite to the invocation of the Grievance Procedure, the Board may require 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.

PREGNANCY RELATED DISABILITY

(155) In order to provide for continuity in the classroom between pupil and teacher the following rules shall apply in cases of pregnancy:

(155a) The teacher shall inform the Board within a reasonable time after she has confirmation of her pregnancy.

(155b) The teacher shall submit periodic medical reports on prescribed forms, as requested, to assure the Board of the teacher’s ability to perform her classroom duties.

(155c) The teacher shall be eligible for sick leave at the time she becomes disabled as certified by her physician.

(155d) Within three weeks after delivery the teacher shall file with the Human Resources Office a recommendation from her physician of the tentative date of return to duties. If the teacher desires a leave of absence the same must be requested by the end of the third week following delivery of the child. If the teacher does not intend to return at the end of the disability period, the teacher may select either:

- (1) Up to a five week, short-term unpaid leave, or
- (2) A general leave of absence lasting the remainder of the school year.

(155e) When the teacher’s physician certifies that the disability has ended the teacher shall immediately return to her classroom duties, provided a leave has not been requested.

(155f) When the Board questions the certification of the teacher’s physician as to the beginning and/or ending of the period of disability, it may seek an opinion concerning the same from its physician. Any examination required by the Board shall be at Board expense. The decision of the Board physician shall be final.

(155g) The Board agrees to indemnify and hold the Association harmless against suits that may arise by reason of action taken by the Board under this paragraph (155).

GENERAL PROVISIONS

(156) Teachers on approved leave of absence for purposes of military service, exchange teaching, Job Corps, Peace Corps, Sabbatical, or 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 are met.

(157) Teachers on sick leave (to a maximum of 120 days) and other approved short leaves shall not lose eligibility for advancing on the salary schedule during the period of such leave.

(158) No teacher on General Leaves of Absence shall be entitled to advance on the salary schedule during the period of the leave.

(159) Leaves of absence shall not be granted when other gainful employment is the purpose.

(160) An employee who becomes eligible for long term disability insurance shall be placed on a health leave for the remainder of the school year. Return from leave shall be at the beginning of a school year. Return to duty from extended leaves of absence shall be subject to the conditions set forth in Paragraphs 161 and 162.

(161) Satisfactory evidence of physical health, as provided by a medical doctor and/or mental health as provided by a psychiatrist shall be filed with the Board if directed before the teacher is returned to duty. The expense of such required examination shall be borne by the Board.

(162) 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 XIII (Reduction of Professional Staff.)

(163) 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.

SHORT LEAVES

(164) DEFINITION—Leaves of absence for less than one semester are defined as short leaves. Such leaves may be granted under conditions prescribed by the Board and/or this Master Agreement.

(165) Short leaves are classified as follows: Personal Leave, Personal Illness, Illness or Death in Immediate Family, Court Appearance, Jury Duty, Special Leave, Association Leave (30 days), and Conference Leave (as defined in Paragraphs 113-117i hereof.)

(166) Short leave application forms as furnished by the Board are to be completed for all such leaves prior to the leave. When this is not possible due to unusual circumstances the application shall be completed and processed at the earliest reasonable date. No form is required for unplanned leave for personal illness.

(167) Teachers on such approved leaves shall not lose eligibility for advancing on the salary schedule during the period of such leaves. Moreover, they shall be returned to the assignment held prior to short leave.

PERSONAL LEAVE

(168) Three (3) days per school year with pay shall be provided each regular teacher (other than a contracted substitute) as personal leave.

(169) It is agreed that personal leave days are provided for the vast number of business, professional, family, and religious obligations a teacher regularly encounters which cannot be met outside the regular school day. 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.

(170) Personal leave days are not intended for casual or indiscriminate use. The teacher shall make application on a form furnished by the Board. A teacher shall not be required to give reasons for personal leave.

(171) It is not permissible to use personal leave for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, and other employment of any kind.

(172) Personal leave shall not be available at the beginning or ending of the school year and before or after holidays and breaks. Exceptions to this rule may be granted in unusual circumstances by the Superintendent of Schools.

LEAVE FOR DEATH IN THE IMMEDIATE FAMILY

(174) Leave with pay for up to five (5) days will be granted because of death in the immediate family; days may be taken nonsequentially within four (4) weeks from the date of death.

(175) Immediate family shall mean: grandparents, mother, father, mother-in-law, father-in-law, brother, sister, child, grandchild, spouse, stepparents, stepchildren and stepgrandchildren.

(176) Leave with pay for one day will be allowed for the death of an aunt, uncle, first cousin, niece, nephew, brother-in-law or sister-in-law.

LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY

(177) Leave with pay not to exceed two days per occurrence and four (4) occurrences per year or a maximum of eight (8) days per year will be allowed for emergency or serious illness in the immediate family. This leave is primarily for the purpose of making arrangements for necessary medical or nursing care. Under special circumstances, additional time may be granted by the Superintendent.

(178) Immediate family for this purpose shall mean: mother, father, child, spouse, stepparents and stepchildren.

(179) Personal leave may be used for absences for emergency or serious illness outside of the immediate family.

COURT APPEARANCE

(180) A teacher shall be compensated by the Board to the extent of the difference between the teacher's daily salary and the amount he/she 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.

JURY DUTY

(181) A paid leave of absence shall be granted any teacher who is summoned and reports for jury duty during the school year. 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 Human Resources Department of any days he/she will be available for teaching duties during said period.

CONFERENCE LEAVE

(182) Conference leave with pay shall be provided as stipulated in Paragraphs 113-117i hereof.

SPECIAL LEAVE

(183) The Superintendent may approve a request for a special short leave, with or without pay, for a period of less than one semester. However, special leave will not be granted for the purpose of accompanying a spouse on a trip of any kind.

ARTICLE X

TEACHING CONDITIONS

ACADEMIC FREEDOM

(184) 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.

(185) 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 established by the Board of Education and accepted standards of professional responsibility set forth in the Michigan Education Association Code of Ethics of the profession.

(186) 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.

(186a) All guidelines shall be sent to the Association for review prior to implementation.

PHYSICAL ENVIRONMENT

(187) 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 Board agrees to formulate and implement an indoor air quality policy by the end of the 2004-2005 school year. This policy will include but not be limited to an Indoor Air Quality Management plan for the District and each of its building. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and the Association.

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

(189) Insofar as possible, lounges, conference rooms, lavatories, and appropriate equipment 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.

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

(190a) A committee shall be established to develop guidelines and compensation for the establishment and maintenance of websites and/or web pages. No teacher shall be required to establish and maintain a website/web page until the committee report is published and accepted.

(191) 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.

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

(192a) Building safety procedures (fire drills, tornado drills, lock downs, etc) shall be reviewed yearly and current information shared with appropriate staff.

SCHOOL CALENDAR

(193) It is agreed by the Board and the Association that for the 2004-05 school year there shall be 183 duty days for all teachers with 181 student instruction days for elementary teachers and 180 student instruction days for secondary teachers.

(194) Deleted

(195) Duty days shall mean those days when pupils are in attendance, orientation days at the beginning of the school year for all teachers, conference and curriculum days, and record days which may occur at mid year and the close of the school year.

EMERGENCY CLOSING OF BUILDINGS

(196) 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 breakdown, or catastrophic situations) as may be determined by the Board. However, the Board reserves the right to close schools for only a portion of a day and have a delayed opening. An in-district fan out system will convey official notifications of closings or delayed openings. In the event schools are closed for more hours than permitted by law/state regulation the parties agree to meet to make the necessary adjustment to the calendar.

(197) 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.

(198) Radio and TV stations may be designated by the Board as outlets for closing or delayed opening information and will be posted by the Board at the beginning of the school year.

(199) Teachers shall not be required to search for explosives.

THE SCHOOL DAY

(200) The Board and the Association recognize that a teaching assignment involves classroom instruction time, planning and conference time, general supervision of students' time, lunch time, and travel time for those with an assignment in more than one building in one day. Teachers who travel as a part of their assignment shall be compensated for mileage at the IRS rate per mile in accordance with procedures established by the Business Office.

(201) 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 to the following:

BEGINNING AND ENDING OF THE SCHOOL DAY

(202) The teacher duty day shall not be greater than seven (7) hours and twenty-eight (28) minutes, including lunch. All teachers shall be at their duty station or be performing a duty function not later than ten (10) minutes before the opening of the pupils' day in the morning. Teachers shall not be required to remain longer than five (5) minutes after the close of the pupils' duty day in the afternoon except on specifically designated student-help nights and/or for necessary professional meetings.

(202a) Deleted

(202b) Irregular hours shall be on a voluntary basis and with the following conditions: (1) The Board and/or teachers cannot adjust hours to create a work week of four (4) or fewer days; (2) working hours cannot exceed one (1) hour before and/or after the regular school day at that level.

(203) On Fridays and on days preceding holidays, teachers are free from duty ten (10) minutes after the close of the pupils' school day.

(204) 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.

LUNCH PERIOD

(205) Lunch time shall be at least thirty (30) minutes in length in the secondary schools. In the elementary schools the lunch period shall be fifty-five (55) minutes.

TEACHING ASSIGNMENT—SECONDARY SCHOOL

(206) A teacher in a secondary school shall be assigned five (5) teaching periods, a preparation period, and a homeroom or another equal responsibility in a six period day. Buildings having a seven period day shall assign five teaching periods, one preparation period, and one professional responsibility period, all of equal length. The professional responsibility period shall not constitute a teaching period with regularly assigned students. Examples of professional responsibilities are assignments to resource centers, laboratories, interdepartmental tutoring centers, short term teacher teaming to aid in group projects, short term small group instruction, and short term department curriculum work. Examples of duties that do not qualify as professional responsibilities as described above are lunchroom duty and hall duty. 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. The Association agrees to explore and discuss alternate schedules at the secondary level.

TEACHING ASSIGNMENT—MIDDLE SCHOOLS—ADVISOR/ADVISEE

(206a) 1990-1991: Preparation of material, training, and inservice will be made available to staff during the school year.

(206b) Voluntary additional training during the summer will be compensated at curriculum development rate.

(206c) 1991-1992: If a seven (7) period/segment day is in effect at the Middle School, the configuration will be:

(206d) In the Middle School day teachers will have no more than five (5) teaching segments, one teacher-advisor program segment, one individual preparation segment, and one segment available for teacher-team meetings, parent meetings and/or telephone conferences and teacher-advisor program planning. Teacher-advisor program planning may include counselor/teacher/administrator discussions, review of teacher-advisor plans and discussion of program direction.

(206e) If a teacher voluntarily assumes an additional class at the secondary level, he/she shall receive additional compensation at the rate of one-fifth (1/5) his/her salary with the following conditions:

- (1) Only after all qualified laid off and part-time teachers have been offered the job.
- (2) The job must be posted like all other jobs.
- (3) When the job is being filled by a full-time teacher, it must be in the same building.
- (4) If there are no volunteers for the additional class, the department chair may accept the class.
- (5) If there are no volunteers for the additional class, after two (2) years a probationary teacher could agree to accept an additional class more than once during the life of this contract.

(207) Every reasonable effort shall be made not to schedule a secondary teacher for more than three (3) consecutive teaching periods in a day. Likewise, every reasonable effort shall be made not to schedule a secondary teacher for more than three (3) preparations in a day per semester.

TEACHING ASSIGNMENT—COUNSELORS

(208) Guidance counselors shall have a regular school day one hour longer than classroom teachers in their buildings and shall be compensated pursuant to the E.P.E.D. schedule, for such time. By mutual agreement between the counselor and the supervisor the daily schedule may be modified to meet special needs. If the counselor's services are needed in August or in June after school is out, the counselor shall be paid at his/her daily rate for required summer work.

TEACHING ASSIGNMENT—ELEMENTARY SCHOOL

(209) The normal teaching time shall be 1795 minutes per week. Preparation time shall normally be not less than 225 minutes per week. All elementary teachers shall have not less than forty-five (45) consecutive minutes of preparation time during the teachers' day. If the teacher does not receive this

minimum preparation time per day during the month in question, one (1) hour of additional preparation time will be provided that teacher. The manner in which the additional time is provided should be determined by the building administrator.

(209a) Deleted

ELEMENTARY PLANNING TIME—HALF DAYS

(209b) Elementary teachers will be provided four (4) half-days of planning time per year which will be separate from other scheduled staff development days and during which students will be released. Activities for planning half-days shall focus on curriculum implementation and the development of lessons. Teachers may meet in collaboration with other teachers and/or consultants. These half-days of planning will take place on a District site and shall be designated on the school district calendar. Teachers will provide a form to the appropriate administrator which indicates participants, focused activity and results so as to comply with State of Michigan professional development requirements.

KINDERGARTEN PLANNING

(209c) To prepare for reporting to parents for the additional class of students, Kindergarten teachers shall be provided an additional one-half ($\frac{1}{2}$) day for each report card period. The teachers will be released with substitute teachers provided to teach the class.

ELEMENTARY CONFERENCE—EXCESS LOADS

(210) 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.

TEACHING ASSIGNMENTS—ELEMENTARY AND SECONDARY SCHOOLS

(211) 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. When conferences involve the parent(s) of one student and more than one (1) of the student's teachers, the thirty (30) minute release time will be in effect. Up to two (2) conferences, however, may be scheduled during a PRP period.

(212) Parent-teacher conferences that are planned system-wide will be scheduled based upon the needs and requests of parents. Teachers conducting such conferences outside of the scope of their normal work day will be given equal compensatory time to be taken at the teacher's discretion, provided it is used during the time period when such system-wide parent-teacher conferences are regularly scheduled.

ELEMENTARY AND SECONDARY TEACHING ASSIGNMENTS

(213) Deviations from the normal daily schedule for such as school assemblies, shortened days, curriculum days, educational trips, and similar exceptions shall serve to modify the above. This may result in the elimination and/or reduction of teaching and/or preparation periods on such days. However, the Board agrees that the scheduling of school assemblies will not result in the elimination of a planning period except in certain situations such as the involvement of an elementary special area teacher in the assembly.

(213a) The Administration will take into consideration the unique characteristics of a traveling teacher's assignment when determining travel time. Normally, teachers who travel or have multi-buildings as part of their assignment will have their duty time and/or responsibilities adjusted. This may include but is not limited to the following examples: in the high school, no PRP responsibility; in the middle school, no

homeroom responsibility; in the elementary school, reduced duty time and/or responsibilities exclusive of planning time.

(213b) The Administration will make a good faith effort to avoid scheduling shared classes.

CLASSES TAUGHT VIA TECHNOLOGY

(213c) Classes via television, video tape, or the internet may be taught. The Association will be consulted and notified regarding the terms and conditions before the implementation of any such class. The teacher of record shall be an association member for either the television class, the video tape class, or the internet class unless one of the following criteria will be met:

1. The course instructor holds a valid Michigan certificate; or
2. The course instructor is a faculty member of a nationally accredited university; or
3. The course instructor is a faculty member of a nationally recognized accreditation association school.

Students taking an approved television, video tape, or internet class will be supervised by support personnel.

ASSIGNMENTS OF .4 OR LESS

(213d) Teachers who have an assignment of .4 or less will not be automatically eligible for an increased assignment until they have completed two (2) years of part time service.

SHARED ASSIGNMENTS (JOB SHARING)

(213e) The Human Resources Department will publicize and facilitate the possibilities of job sharing for the professional staff for the upcoming school year. With the approval of the Board, two (2) bargaining unit members, may, at their option, agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. Principals will recognize the employee morale value in job sharing. For the purpose of this Article, a shared assignment refers to two (2) teachers sharing one assignment. It is understood that teachers who choose to job share will work the contract year.

(213f) Application for such position must be made by March 1 each year for the succeeding year. Teachers who wish to job share will develop a plan which will detail the manner in which the responsibilities shall be shared (i.e., faculty meetings, parent conferences, report cards, PTO obligations, etc.). A copy of the plan will be given to the building administrator and to the Association. Teachers will be notified in writing by May 1 if the job share is accepted or denied. The administrator denying the request shall state in writing the rationale for the denial. Teachers on shared assignments who wish to return to full-time status or to make a change in their shared-time assignment, shall notify the Human Resources Department no later than March 1 for the following year. A teacher requesting a return to full-time status will be granted the first open position for which s/he is certified and qualified.

(213g) If the job share request is denied, teachers may, within five (5) duty days, submit through the Association, a request to appeal the denial to the Superintendent. Within seven (7) duty days of receipt of the request, the Superintendent shall meet with the teachers. The Superintendent will issue a response within five (5) duty days of the meeting.

(213h) Seniority, salary, fringe benefits, and sick leave days of the bargaining unit members with shared assignments shall be prorated equivalent to the proportion of the assignment worked.

(213i) Tenured teachers and, after two (2) years of quality experience, probationary teachers shall be eligible for job sharing assignments.

PART TIME EMPLOYMENT

(213j) The Board shall have no obligation to facilitate part time employment. A teacher who voluntarily reduces his/her assignment to less than full time, who wishes to be assigned to a full time assignment in a subsequent year, must apply for such assignment by following procedures for transfer.

ADDITIONAL RESPONSIBILITIES

(214) Teachers shall be expected to assume at least one extra school responsibility of a minor nature which is not part of the E.P.E.D. responsibility. Teachers assigned to more than one building shall assume the extra school responsibility in only one building. Examples of such responsibilities are as follows: Elementary (hall bulletin boards, chairpersons for grade groups, American Education Week, etc.); Secondary, (graduation activities, hall duty, assemblies, etc.) Additional responsibilities of a minor nature for a traveling teacher shall not include activities that require daily monitoring in the building.

(215) 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.

(216) Teachers shall attend and/or participate in evening PTO meetings and/or Back-to-School nights unless specifically excused by the building principal or supervisor. Teachers will not be required to attend more than four (4) such events per year. Teachers assigned to more than one building shall attend PTO meetings and Back-to-School nights proportionate to the assignment in each building. In the event that a teacher's program commitments exceed four (4) events per year, and at the request of the teacher, the teacher and administrator shall meet to discuss and develop appropriate time substitutions or other arrangements. Counselors attending required meetings in excess of four (4) will be given compensatory time for the excess meetings which shall be taken from the daily E.P.E.D. time.

(217) All teachers shall receive notice of PTO meetings at the time notification is sent to parents.

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

(219) 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 Director of Human Resources or his designated representative.

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

REPETITIVE DUTIES

(221) 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.

CALENDAR OF PROFESSIONAL STAFF MEETINGS

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

(223) The calendar shall provide time for six Tuesday after school organizational meetings of the Association per school year.

FACULTY MEETINGS

(224) Building faculty meetings, department meetings, and/or system-wide meetings shall be called by the administration for the efficient functioning of the school program. The meetings should be planned to be approximately one hour in duration. Meetings should have an announced topic or purpose which is made available to the staff at least forty-eight (48) hours in advance. Meetings will be limited to twelve (12) in total. Four (4) of these will be designated as inter-building meetings; the remaining eight (8) meetings will be used as site or department meetings. If the meeting is deemed unnecessary by the Administration, teachers will observe the regular dismissal time set for the regular school day. The District reserves the right to call emergency meetings to address urgent and unforeseen events.

PROFESSIONAL DEVELOPMENT

(224a) In implementing the calendar(s) ratified in this contract, the Board of Education has the right to schedule Professional Development.

RELIEF FROM NON—TEACHING DUTIES

(225) The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her 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.

(226) 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.

(227) 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.

(228) The building administrator shall submit the final written evaluation of all non-professional and paraprofessional staff.

(229) 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.

TENURE TEACHER IN—DEPTH EVALUATION

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

the Board when it can reasonably demonstrate the necessity therefore. Such demonstration shall be included in the regular or supplemental evaluation including the statement that a regular evaluation will take place in the following year. The demonstration may also be made by a statement in writing to the teacher not later than November 1 of the school year.

(231) Such evaluation shall be based on the teacher evaluation guide which shall be developed by the Board in consultation with the Association. The guide shall be subject to annual review by the Board and the Association. In the event that revision of the guide is found to be necessary, the Board shall consult with the Association prior to implementation of such revision. Evaluation for the 1990-91, 1991-92, and 1992-93 school years shall be in accordance with paragraphs 230-238 and Letter of Understanding No.1 found in this Agreement.

ANNUAL EVALUATION

(232) In addition to the norm of a thorough evaluation every third year, each tenure teacher shall be provided an annual evaluation each year indicating the quality of his/her work. This evaluation shall be based on criteria developed by the Board after consultation with the Association and the method and procedure of evaluation shall be subject to continuing biannual review by the parties.

GENERAL PROVISIONS

(233) Following receipt of the written evaluation the teacher shall have five (5) days to discuss the results with the evaluator, and within nine (9) days after receipt of said evaluation, or the last day of school, whichever is sooner, the teacher may submit a personal statement assessing the quality of the evaluation and the procedures followed in conducting it. The teacher's statement shall be included as a part of the record and a copy of the evaluation shall be provided to him/her.

(234) Teachers shall have sole discretion over whether they choose to sign materials that are to be placed in their files.

(235) To indicate that evaluation is used to improve instruction, previous notification of an ongoing problem is necessary before a reference to the problem(s) is made a part of the tenure teacher's evaluation. This notification shall identify the problem and the expected course of action by the teacher. Adequate time must be given to rectify the problem. This notification shall be provided for the teacher as soon as possible, but no later than 30 calendar days before the written evaluation is completed.

(236) Notwithstanding the foregoing paragraph, the Board reserves the right to include in the evaluation any problem(s) or incident(s) not of an ongoing nature.

(237) No reference to test results (of the academic progress of students) will be made on the regular or supplemental evaluation.

(238) E.P.E.D. assignments will not be evaluated on the same forms used for regular and supplemental evaluations. A separate evaluation guide for such assignments and necessary forms will be developed by the Board after consultation with the Association.

PROBATIONARY TEACHER EVALUATION

(239) 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 the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

TEACHER MENTORS

(240) A mentor shall be assigned to every probationary teacher. If a teacher is new to the profession and/or has not acquired tenure in any Michigan public school system, a mentor shall be assigned for three (3) years. A Michigan tenured teacher shall be appointed a mentor for the length of his/her probationary period. A mentor shall be assigned to each probationary teacher within five (5) days of the beginning of the school year. A list of teachers and retirees who agree to mentor will be compiled or updated by June 1 of each year. This list will be developed by the administration in consultation with the Association. The Building AR or Department Chairperson will be consulted prior to such assignments or in the event of a change.

(240a) The mentor will be a District tenured teacher with a minimum of five (5) years of teaching experience and who has demonstrated ability in teaching and working with colleagues. The mentor will be an individual who voluntarily agrees to offer assistance, resources, and information to the probationary teacher within the context of an ongoing, caring, relationship. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, or if there is not a mentor with the same certification, experience, and demonstrated ability, then the position will be offered to a retired teacher and/or retired administrator. Ordinarily, each mentor will have no more than one (1) probationary teacher. Every effort will be made to match probationary teachers to mentor teachers who have demonstrated ability, work in the same building, and have the same area of experience and certification.

(240b) A mentor assignment shall be for one (1) year, and subject to review by the mentor, probationary teacher, and building administrator. Either the mentor or probationary teacher may ask for reassignment during the year. The appointment may be renewed in succeeding years. Neither the mentor nor probationary teacher shall be permitted to participate in any matter related to the evaluation of the other.

(240c) If the mentor and the probationary teacher are working in the same building, the Administration will try to arrange for a common preparation time. Released time may be provided by the principal for mentoring activities which must take place during the school day. Mentors will receive introductory inservice on a collaborative basis with the Association. Additional training will be available as appropriate.

MENTOR PAYMENTS

(241) Bargaining unit members who work as mentors shall receive a yearly stipend of \$209.00 for the 2000-01 school year, \$217.00 for the 2001-02 school year, \$225.00 for the 2002-03 school year, and \$233.00 for the 2003-04 school year and each year thereafter in addition to workshop hours for time spent in approved staff development activities. Further compensation may be authorized by the Director of Human Resources on an as needed basis for complex problems in the mentoring process.

(241a) Probationary teachers shall be required to maintain a log of hours.

CLASS SIZE

(242) 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.

(243) The Board agrees that it will exert reasonable efforts to effect elementary and secondary class sizes not greater than the average class size by subject area and level which prevailed during the 1975-76 school year. See Appendix H. However, the number of students assigned to a class shall not exceed the number of student work stations. Additional work stations may be created by the administrator in consultation with the Department Chair. This provision shall also be applicable to counselor pupil ratios. If, in the opinion of the Association, there is an increase in class size resulting from the failure of the Board to exert such reasonable efforts as required by this provision, the procedures provided under Article VIII hereof (Grievance Procedure) shall apply.

(244) Students with special learning needs are mainstreamed in order to provide them with the least restrictive educational environments as required by law. The Board agrees to make an effort to schedule special education students taking into consideration the size of the class, the composition of the class, the type of class, and the specific instructional needs of the students. The Board further agrees to have certified consultants available to assist teachers with suggestions for appropriate instructional methods and provide supplementary materials of instruction within budgetary limitations. It also agrees to provide inservice and/or training opportunities designed to assist teachers in improving the understandings and skills needed to work effectively with mainstreamed and medically fragile children.

INCLUSION

(244a) Inclusion is the right of every student to be educated/included in a classroom of their age peers, when appropriate. The identification of a handicapped student and the resulting Individual Educational Plan (IEP) is accomplished through the formal "Individualized Educational Planning Committee" (IEPC).

(244b) Bargaining unit members who are currently providing instruction to the included student will be invited to attend planning and IEPC meetings. Teachers who will be receiving a "low incidence handicapped student" will be invited to planning meetings. Release time shall be provided for these meetings, when necessary.

(244c) Any teacher may advise the principal if it appears that the IEP for a student needs revision. The IEP results and requirements remain determinative.

(244d) The IEPC determines what additional aides and support are necessary for the student's successful inclusion. The current general education classroom teacher is required to be an IEPC member, and therefore, can provide input regarding aides and support. Additional release time will be provided for consultation, conferences, and planning, when necessary.

(244e) The District's staff development program provides teachers with opportunities for training to meet the needs of all students, including Special Education students included in the general classroom. Training for teachers who have students with low incidence handicaps in their classrooms may be requested. The District will provide the additional training when necessary.

(244f) Current county special education guidelines, state and federal laws will supersede any language in this section.

SCHOOL IMPROVEMENT

(245) 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.

(245a) The Association and the Board are committed to School Improvement and corresponding activities and recognize the need for participation in this process. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989 Section 15.1919 (919b) MSA. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

(245b) Any provision(s) of a SIP or application thereof affecting the wages, hours and working conditions of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

(245c) The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP".

1. SIP participation outside the duty day by the employee is voluntary.
2. Participation or non-participation, outside the duty day, in the SIP committee process shall not be used as a criterion for discipline or discharge.

RETIREMENT

(246) 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/her regular assignment, if such teacher is eligible for disability retirement under the provisions of Michigan Public School Employees' Retirement Act.

(247) 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 Teachers' 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.

(248) 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.

(249) 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.

(250) 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.

RETIREMENT SHIFT

(251) Deleted

STUDENT GRADES

(252) Students' grades shall be determined by the classroom teacher in conformity with established Board policy. Students' grades shall remain as assigned by the teacher, and if any question arises concerning a students' grade the teacher will determine the final outcome, in accordance with Board policy.

ARTICLE XI

PROFESSIONAL RESPONSIBILITY

(253) In fulfilling his/her 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/her 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.

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

(255) He/she shall be expected to comply with reasonable rules, regulations, and directions adopted from time to time by the Board or its representatives which do not conflict with any other express provision of this Agreement.

CODE OF ETHICS

(256) The Association and Board agree that the following items adapted from the Michigan Education Association Code of Ethics shall serve as additional standards of performance for teachers:

OBLIGATION TO STUDENTS

(257) In fulfilling his/her obligation to the students, the teacher ...

(257a) "Shall not without just cause restrain the student from independent action in his/her pursuit of learning and shall not without just cause deny the student access to varying points of view."

(257b) "Shall not deliberately suppress or distort subject matter for which he/she bears responsibility."

(257c) "Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety."

(257d) "Shall not on the grounds of race, color, creed, age, sex, weight, height, marital status, or national origin exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage."

(257e) "Shall not use professional relationships with students for private advantage."

(257f) “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.”

(257g) “Shall not tutor for remuneration students assigned to his/her classes.”

OBLIGATION TO THE PUBLIC

(258) In fulfilling his/her obligation to the public, the teacher ...

(258a) “Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.”

(258b) “Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.”

(258c) “Shall not interfere with a colleague’s exercise of political and citizenship rights and responsibilities.”

(258d) “Shall not use institutional privileges (including school mail services) for private gain or to promote political candidates or partisan political activities.”

(258e) “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.”

EMPLOYMENT PRACTICES

(259) In fulfilling his/her obligations to professional employment practices, the teacher ...

(259a) “Shall apply for or accept a position or responsibility on the basis of professional preparation and legal qualifications.”

(259b) “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.”

(259c) “Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.”

(259d) “Shall not delegate assigned tasks to unqualified personnel.”

(259e) “Shall permit no commercial exploitation of his/her professional position.”

(259f) “Shall use time granted for purpose for which it is intended.”

DISCIPLINE OF PROFESSIONAL PERSONNEL

(260) 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 caliber 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. While

corrective procedures are generally the first response to an alleged deficiency in meeting one's professional responsibility, there may be occasions when it is necessary to move directly to one of the types of disciplinary action. It shall not be required that one type of discipline be applied before another may appropriately be utilized. No teacher shall be disciplined without reasonable and just cause.

CORRECTIVE PROCEDURES

(261) Except in situations where the Board determines that immediate formal disciplinary action is warranted, 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 Paragraphs of this Article, or in the termination of the services of a probationary teacher.

(262) Such notice shall:

(262a) Identify the misconduct or deficiency.

(262b) State that the notice does not constitute a reprimand.

(262c) Indicate expected correction, and

(262d) Establish a reasonable period for correction.

(263) A copy of said notice shall be forwarded to the President of the Association and may be retained in the teacher's personnel file by the Board.

DISCIPLINARY ACTION OF TEACHERS

(264) In the event such action becomes necessary, any of the following five (5) types of disciplinary action may be implemented by the Board.

(264a) Formal reprimand (in writing and identified as such.)

(264b) Loss of pay (docking.)

(264c) Suspension with loss of pay.

(264d) Suspension with pay.

(264e) Discharge

(265) In the event a teacher feels any disciplinary action taken against him/her is in need of further explanation or clarification he/she shall submit a written statement within ten (10) days after being notified of such discipline. This written statement shall become a part of the teacher's permanent file.

REPRIMAND OF TEACHERS

(266) The following acts are examples of but not limited to the types of conduct which may result in a written administrative reprimand of a teacher, or a nurse, or occupational therapist:

(266a) Violation of any of the provisions of the Agreement between the Grosse Pointe Education Association and the Grosse Pointe Board of Education.

(266b) Violation of any of the policies adopted by the Board of Education.

(266c) Violation of any local building rules and regulations which shall be made available in writing to all affected teachers.

(266d) Personal conduct involving school related activities which brings discredit to the profession in a public manner, or which has detrimental effect upon the atmosphere of the individual's assigned teaching responsibility.

(266e) Gross inefficiency in the performance of assigned duties.

(266f) False statement on application for short leave, or violation of use of authorized leave provisions.

(266g) Any conduct which could constitute cause for discharge or suspension without pay of a teacher.

(267) At the discretion of the administration a written reprimand shall be preceded by a scheduled conference between the teacher and his/her 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.

(268) Written reprimands shall be mailed promptly 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. A copy of the reprimand shall be forwarded to the president of the association.

(269) A formal reprimand given to a teacher, or a nurse, or occupational therapist, shall be subject to the grievance procedure.

DISCHARGE OR DEMOTION OF TEACHERS

(270) 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 suspension without pay of a teacher, or an employee not eligible for tenure. In appropriate cases, the following acts may, in lieu of discharge or suspension without pay, result in a written reprimand of the teacher. It is acknowledged that the definition of "just and reasonable cause" for discharge or suspension without pay of a tenure teacher, contained in this section, is not, by law, binding on the State Tenure Commission.

(270a) Insubordination, defined as a knowing and willful disobedience of an order or instruction of a designated superior acting within the realm of his/her responsibility and authority subject only to the situation where compliance with the order of 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/her 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.

(270b) 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 three (3) year period of employment by The Grosse Pointe Public School System.

(270c) An intentional false material statement or representation made in his/her employment application, whenever same may be discovered.

(270d) Intentional destruction or theft of property of the Board of Education, a fellow teacher, or a student.

(270e) Illegal personal misconduct, including immorality, or assaulting, endangering, or threatening to endanger the person or reputation of any other employee or any student.

(270f) Conviction of, or pleading guilty to, a felony charge in any criminal court of record.

(271) 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, or where it is contemplated by the Superintendent of Schools to recommend the discharge or demotion of a nurse or occupational therapist who has completed probation, the teacher shall normally be given at least five (5) days notice of the intent to file such charges or recommendation. In such case, the teacher will be afforded the opportunity, at his/her option, to meet informally with his/her supervisor, the Director of Human Resources, the Superintendent of Schools, or his designee, the Board's attorney and the person intending to make such charges; to discuss such pending charges or recommendation before the same are filed.

(272) The teacher shall have the right to have present at such informal meetings his/her 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 or recommendation and the basis thereof, and an opportunity to fully express him/herself with respect to such charges prior to initiation of formal procedures under the Teachers' Tenure Act or before the Board of Education. It is to be understood, however, that situations may arise where immediate suspension of a teacher with pay may be deemed necessary because such a preliminary conference cannot be scheduled.

(273) If charges are filed with the Board recommending the "demotion" of a tenure teacher (as that term is defined by the Tenure Commission) the teacher may elect to submit the matter to arbitration under Paragraph 70 of this Agreement rather than proceed with a hearing under the pertinent provisions of the Teacher Tenure Act. However, as a condition precedent to hearing the matter in arbitration the teacher shall not contest the Board's decision to proceed upon the charges, within the time period provided under Section 4 of Article IV of the Michigan Teachers Tenure Act.

(274) In the event the Michigan Teachers' Tenure Act is repealed the Board will, upon request, meet with the Association and negotiate on the issue of submitting the discharge of a tenure teacher to arbitration.

(275) When a teacher has a reasonable belief that discipline may result from a meeting with the administration, said teacher has a right to have an Association Representative present at such meeting. The reasonableness of the apprehension or belief of the teacher that the meeting will result in disciplinary action is to be determined by objective standards. It is understood that an administrator has no duty to proceed with a meeting once a teacher has requested an Association Representative.

DISCIPLINE OF PROBATIONARY TEACHERS

(276) Deleted

(277) For the first two (2) years of a probationary teacher's employment, the probationary teacher may be terminated for unsatisfactory services following the procedures outlined in the Teacher's Tenure Act. An IDP must be employed for the second year of probation.

(278) For the third probationary year, a teacher may be terminated for unsatisfactory services according to the following procedures:

1. During the second and third year of probation, the evaluation procedures found in paragraph 239 and the Teacher Tenure Act shall be followed.
2. An Individualized Development Plan was developed in consultation with the teacher.
3. Progress toward the IDP was discussed and referenced in the evaluations.
4. Failure to follow items 1, 2, and 3 above shall result in a fourth year of employment.

(279) Just cause is not required for the termination of a third year probationary teacher.

(280) The fourth year probationary teacher may grieve his/her termination through the arbitration process.

(281) Deleted

SUSPENSION WITH PAY

(282) In the event charges or recommendations are filed with the Board calling for the dismissal of an employee covered by this Agreement, the Board may immediately suspend the individual, without a prior hearing, until disposition of the charges or recommendation. The individual's salary shall continue during the period of suspension, and such suspension shall not be subject to appeal through the grievance procedure.

DOCKING

(283) Any teacher may be subject to loss of pay for unauthorized absences, computed pursuant to Paragraphs 426-426h of Appendix C, (any such deduction to be appealable through the grievance procedure set forth in Article VIII hereof starting at step four.)

(284) Prior to the Board deducting pay from a teacher's salary for an unauthorized absence, his/her immediate supervisor will seek a conference with the affected teacher to explain the reasons for the proposed action. Such conference shall not be required if there is insufficient time to hold the same prior to making a payroll deduction therefore.

PROFESSIONAL CONTRACTS

(285) The Board, in its sole discretion, may consent to the release of a teacher from a contract upon special request and under favorable conditions.

TUTORING

(286) 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.

(287) 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/her immediate supervisor.

ARTICLE XII

DEPARTMENT CHAIRPERSONS AND COORDINATORS

DEFINITION OF CHAIRPERSON AND COORDINATOR

(288) 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. Only teachers with five (5) years of teaching experience are eligible for selection as either department chairperson(s) or coordinator(s). The responsibilities of chairpersons and coordinators shall be defined by the Board.

DEFINITION OF HIGH SCHOOL DEPARTMENTS

(289) For the purposes of this contract, these shall be defined as Class I Departments in the high school: Library.

(290) These shall be defined as Class II Departments in the high school: Business Education and Foreign Language.

(291) These shall be defined as Class III Departments in the high school: English, Mathematics, Science, and Social Studies.

DEFINITION OF MIDDLE SCHOOL DEPARTMENTS

(292) Middle School Departments shall be defined as follows: English, Social Studies, Mathematics, Science and other instructional units created by the Board.

DEFINITION OF 6-12 DEPARTMENTS

(293) Grade 6-12 departments shall be defined as follows: Art, Counselor, Homemaking/Life Skills, Industrial Education and Physical Education.

DEFINITION OF K-12 DEPARTMENTS

(294) Grade K-12 departments shall be defined as follows: Music.

DEFINITION OF ELEMENTARY DEPARTMENT CHAIRPERSON

(295) Elementary Department Chairpersons shall be defined as follows: First Assistant.

(296) Deleted

DEFINITION OF SPECIAL EDUCATION DEPARTMENT CHAIRPERSON

(297) Special Education Department Chairpersons shall be defined as follows: Chairperson of Speech, Chairperson of Social Workers/Psychologists, Chairperson of Special Education-Secondary, Chairperson of Special Education-Elementary, Mentally Impaired, and First Assistant-Barnard School.

APPOINTMENT, TERM, NUMBER OF DEPARTMENTS

(298) Chairpersons and co-coordinators shall be appointed by the administration for a one-year term. Appointments will be made from a list of two department members provided by teachers of each respective department. The appointments shall be made not later than 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 appointment and the end of the school year shall be considered an unpaid training session for new chairpersons.

(299) A chairperson shall be appointed in each of the departments listed in paragraphs 288-297 subject to the limitations set forth in Appendix E. Subject to these same limitations, the Board will appoint one Foreign Language coordinator or co-coordinator for all three middle schools and at the elementary level will appoint one coordinator or co-coordinator for the Art and Physical Education departments respectively. Department chairpersons and coordinators will be remunerated at the rates set forth in Appendix E.

ADMINISTRATIVE ASSUMPTION OF CHAIRPERSON'S FUNCTIONS

(300) If a principal's appointee refuses to accept the offered position of chairperson, the job functions of such position will then be assumed by the building administrative staff. However, at the principal's option, the position may be offered to another member of the department.

REMOVAL BY PRINCIPAL

(301) A principal may remove and replace a chairperson at any time for just and reasonable cause which is defined as failure to perform and/or inadequate performance of assigned job functions. A principal's decision to remove a chairperson may be appealed by said chairperson, first to the Superintendent or his designee and then to the Board of Education. The decision of the Board shall be final and binding.

JOB FUNCTIONS AND RESPONSIBILITIES OF CHAIRPERSONS

(302) Department chairpersons shall assist the building administrative staff in:

(302a) Developing annual assignments within the department.

(302b) Orienting day to day substitutes.

(302c) Interviewing and evaluating job applicants if so requested by the building principal.

(302d) Visiting classrooms as requested by the building principal for the purpose of providing input for annual teacher evaluations.

(302e) Implementing the prescribed curriculum.

(302f) Counseling teachers on a confidential basis if they are having difficulties in curriculum and/or instruction.

(302g) Alerting principal if problem continues and assisting principal in further corrective action.

(302h) Following final examination procedures as approved by the Board.

(302i) Chairing departmental meetings, including preparation of agenda in consultation with building administrator and Departments of Elementary and Secondary Curriculum; checking attendance of such meetings, reporting minutes of same, and related duties.

(302j) Continuing to perform the basic support services performed under expired contract.

COORDINATING PERIOD FOR HIGH SCHOOL CHAIRPERSONS

(303) Beginning with the 2001-2002 academic year, chairpersons of the following high school departments shall have a duty-free Professional Responsibility/Teaming/School Service Time Period: Business Education, English, Modern and Classical Language, Mathematics, Science, and Social Studies. Teachers who co-chair the department shall each have a duty-free Professional Responsibility/Teaming/School Service Time period that may be scheduled during the same hour. Chairpersons shall not be assigned any duties during the school day (i.e. monitoring assemblies, etc.) but may be assigned to proctor tests. Chairpersons shall be given two (2) duty-free days/year for department business. If there are co-chairs, each co-chair will be given two (2) duty-free days/year.

(304) Beginning with the 2001-2002 academic year, chairpersons of the following departments shall have a duty-free Professional Responsibility/Teaming/School Service Time Period: Life Skills (6-12), Industrial Technology (6-12), Physical Education (6-12), and Library (K-12). Teachers who co-chair a department shall each have a duty-free Professional Responsibility/Teaming/School Service Time period that may be scheduled during the same hour. Chairpersons shall not be assigned any duties during the school day (i.e. monitoring assemblies, etc.) but may be assigned to proctor tests. Chairpersons shall be provided two (2) duty-free days/year for department business. If there are co-chairs, each co-chair will be given two (2) duty-free days/year.

(305) Deleted

(306) When the number of teachers in a department falls below 5.0 (FTE) the Board may combine the affected department with another department.

EVALUATION OF STAFF

(307) The Department of Human Resources in consultation with the Association will develop guidelines for the evaluation of department chairpersons and others identified in Article XII. These procedures will be followed annually for this evaluation by each member of the department at the secondary schools, in Special Education, and each individual teacher in the elementary school. The evaluation will be given to the building principal or department director for use at his/her discretion.

(308) Any changes (from the prior collective bargaining agreement) in the provisions of paragraphs 288-306 (Department Chairpersons and Coordinators) will take effect at the commencement of the 1988-89 school year.

ARTICLE XIII

REDUCTION OF PROFESSIONAL STAFF

(309) The Association acknowledges that among the rights reserved to the Board under Article III hereof is authority to curtail programs, 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 less than projected enrollment or reduced student enrollments in certain subject matter areas. The following procedures shall be implemented by the Board when reducing the professional staff.

(310) At least seven (7) calendar days prior to the Board of Education taking action in notifying any affected teacher or group of teachers of the discontinuance or reduction of his/her services by reason of a necessary reduction of staff, the Board shall inform the Association president of the reason for such proposed action and the tentative identification of the teacher whose services will be discontinued or affected. A special meeting between representatives of the Board and the Association concerning such matters will be held at the request of the Association prior to or during such seven (7) day period.

(311) The Board shall develop 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 layoff.

(312) The Board shall notify teachers in writing of their transfers and/or reassignments due to a reduction in staff as promptly as decisions are made. A copy of such notice shall be furnished the Association.

(313) Whenever possible, the Board shall develop by April 1 annually, a tentative plan for reduction of staff in the event a proposed spring millage request were to be defeated. The Association will be advised of this plan as soon as it is developed.

LOCAL QUALIFICATIONS

- (314) A teacher may become locally qualified if all of the following conditions are determined:
1. The teacher shall have taught one full-time year in Grosse Pointe Public Schools.
 2. The teacher shall hold certification in a specified subject area.
 3. The teacher shall meet NCLB Highly Qualified requirements for all core academic areas.
 4. The teacher shall meet NCA standards.
 5. The teacher shall hold a current satisfactory evaluation.
 6. The teacher shall automatically receive local qualifications after teaching in the Grosse Pointe Public Schools for one year.

CATEGORIES

(316) The established categories shall be the same as those published on a teacher's certificate.

(317) If a teacher is reassigned to a subject/grade level for which he/she does not meet the requirements of the North Central Association for the appropriate level (elementary, middle school and/or high school) the Board may require that the teacher take additional training to meet such requirements. The

requirement, amount of, and time limitations for such training must be reasonable. The teacher will be notified of such requirement within two (2) years of the reassignment.

DEFINITION OF SENIORITY

(318) 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.

(318a) 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.

(318b) An assignment which starts any time after the 1st day of the school year shall count as a fractional year of service, except for new hired and laid off employees recalled to their positions anytime in September.

(318c) Extended leaves as listed in Paragraph 156 shall not be construed as interruptions in the teacher's term of continuous service and will count for purposes of seniority.

(318d) An assignment of .5 or more for a full year provides full seniority credit for a year of service. A fractional credit shall be given for an assignment of less than .5. Beginning with the 1982-83 school year a fractional credit shall be given for any assignment which is less than full time.

(318e) If the Board decides to make part time assignments available to teachers, all such assignments shall be considered 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 full time assignments for which they are qualified.

(318f) If two probationary teachers have the same numerical seniority, the earlier "acceptance date" shall determine the greater seniority. The "acceptance date" shall be the date on which the teacher accepted the position offered to him/her by the Grosse Pointe Board of Education. This provision shall be effective September 1, 2000.

(318g) No seniority credit shall be given a teacher for a period of assignment as a regular contracted or day-to-day substitute, except as provided in Act No. 306, Michigan Public Acts of 1975, or any amendment thereto.

TEACHERS ON LEAVE

(319) In the event of a reduction in staff, any teacher on approved general leave shall be considered in the same status as an actively employed tenure teacher. Approved leaves of absence and their extensions past or future shall not constitute a break in service. Time on general leave shall count for seniority purposes for only those leaves listed in Paragraph 156 and for the Association President. Seniority credit shall not accumulate for any period a teacher is eligible to receive long term disability insurance benefits under Appendix D of this Agreement.

(320-326) Deleted

RETENTION, LOSS OF SENIORITY

(327) All seniority is lost when (1) there is a voluntary severance of employment, in writing, by the teacher or (2) the teacher is discharged for just and reasonable cause, or (3) the teacher is laid off continuously from employment by reason of a necessary reduction in staff for a period of time equal to the accrued seniority under this Article he/she possessed at the onset of the layoff but not less than three (3)

years from September 1 of the year immediately following the layoff. For any teacher whose initial employment began after August 31, 1981 he/she shall lose seniority when the period of layoff is equal to his/her accrued seniority. However, if at the time of layoff the teacher has at least one year of full time teaching or two years of part time teaching, he/she shall remain on the seniority list for not less than three years from September 1 of the year immediately following said layoff.

(328) Seniority is retained during the period of any involuntary severance of employment, except as provided above, unless a teacher whose services have been terminated refuses an offer in writing from the Board (except as modified by Paragraphs 335-337) of a full time position for which he/she is qualified, or refuses to respond in writing within fifteen (15) days of mailing, by certified mail, return receipt requested, of a written offer of a full time position made by the Board. Upon refusal or failure, such severance shall be considered voluntary. For this purpose, the Board may rely upon the last mailing address of the laid off teacher furnished by him/her to the Board in writing.

SENIORITY LIST

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

(330) The seniority list shall be published and provided to all buildings of the District and to the Association. Unless a teacher complains in writing to the Human Resources Department within fifteen (15) duty days following such publication that his/her seniority shown on said list is incorrect, the list shall thereafter be deemed conclusively correct up to that date. 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. If two or more teachers still have the same seniority, the date their latest application for a regular full time position in The Grosse Pointe Public School System was received by the Board shall determine the higher seniority.

PROCESS OF STAFF REDUCTION

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

NOTICE OF REDUCTION OF STAFF

(332) Whenever possible notice of discontinuance of service by reason of a necessary reduction of staff shall be given to both affected probationary and tenure teachers at least sixty (60) days before the end of the school year (June 30) preceding the year in which such discontinuance of service shall become effective. It is recognized, however, that circumstances may dictate a reduction in force subsequent to such notice period, particularly where such a reduction is made in mid-year, and in such event the Board will make every reasonable effort to give such advance notice as is possible under the circumstances.

INITIAL LAY OFFS

(333) In the event of a necessary reduction of staff the Board shall:

(333a) Not fill vacancies with new employees when properly certified and qualified teachers whose positions are to be eliminated are available to fill such vacancies.

(333b) 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.

(333c) Lay off all probationary employees for each of whom there is a properly certified and locally qualified employee who has tenure, or if not eligible, has completed a probationary period, whose position is to be eliminated.

LAY OFF TENURE TEACHERS

(334) If the Board determines that further reductions in staff are necessary than can be accomplished by the procedures listed above tenure teachers and/or employees not eligible for tenure who have completed a period of probation shall be laid off as follows:

(334a) 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.

(334b) 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 Paragraphs 90-93 hereof.)

RECALL

(335) If the Board offers a full time position to a laid off teacher a refusal or failure to reply within fifteen (15) days shall constitute a voluntary severance.

(336) Laid off teachers shall be recalled to the first vacancy in the category which is the basis of their current assignment. For purposes of this article, vacancy shall be defined as a new position and/or an existing position which exceeds the number of teaching positions filled by the current teaching staff and staff returning from leave. If that position is not available, they will be recalled to a position for which they have the appropriate credentials and certification in reverse order of layoff in the following sequence:

(336a) Recalled to a full time position in a single building.

(336b) Recalled to a full time position made up of fractional positions in one or more buildings.

(336c) Recalled to the largest fractional position, which may be composed of combined fractions in one or more buildings.

(336d) Recalled to any remaining fractional position or combination of fractional positions.

(337) Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the teacher's last known address. For this purpose, the Board may rely upon the last mailing address of the laid off teacher furnished by him/her to the Board in writing.

RIGHTS OF LAID OFF EMPLOYEES

(338) FRINGE BENEFITS—When a teacher is laid off in a necessary reduction of staff, insurance benefits provided in this Agreement for him/her shall terminate as specified in Appendix D hereof. Other fringe benefits shall terminate on the last duty day of such employee. A laid off teacher shall not advance on the salary schedule during any period when not actively employed.

(339) Upon request the Board will cooperate in assisting any teacher on layoff to secure professional employment, but shall have no responsibility if the teacher is unable to secure new employment during any period.

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

GENERAL PROVISIONS

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

(342) All continuing contracts with professional personnel shall be subject to the provisions of this Article. The provisions of this Article apply to all members of the bargaining unit as defined in Article II hereof.

(343) The Board will continue to exclude tenure in a capacity other than as a classroom teacher in the individual continuing contract.

ARTICLE XIV

NURSES, OCCUPATIONAL THERAPISTS, AND SUBSTITUTE TEACHERS

GENERAL PROVISIONS AFFECTING NURSES, OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS

(344) Employees covered by this Agreement who are not eligible for tenure under the Act shall serve a period of probation during the first four years of their employment with the Board.

CONTINUING CONTRACT

(345) Employees covered by this Agreement who are not eligible for tenure under the Act but have completed their period of probation with the Board shall be entitled to continuing employment in such capacity and shall not be discharged or suspended without pay except for reasonable and just cause. Any complaint that a such employee has been discharged or suspended without pay for other than reasonable and just cause shall be processed under the grievance procedure provided by Article VIII of this Agreement.

WORK YEARS AND SALARY SCHEDULE

PROFESSIONAL LIBRARIANS

(346-352) Deleted

PUBLIC SCHOOL NURSES

(353) A public school nurse shall work a ten (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.

(354) A public school nurse shall be paid on the nurses salary schedule set forth in Appendix C.

(354a) Nurses will have a daily duty-free lunch period. However, nurses will be paid a total of \$2,500 additional per year to compensate for the loss of any lunchtime due to emergencies. Nurses will receive pay at their normal hourly rate for any required after school activities.

(354b) The Board will assume responsibility for arranging substitutes when nurses are absent.

(354c) Nurses will not be required to supervise in school activities (MEAP, assemblies, etc.).

OCCUPATIONAL THERAPISTS

(355) The normal work year of an occupational therapist and physical therapist shall be the same as teachers and said therapist shall be paid on the classroom teacher salary schedule. In the event the Board finds it necessary to have said therapist work a longer work year than teachers, his/her salary will be adjusted accordingly.

SUBSTITUTE TEACHERS

(356) It shall be the normal policy of the Board to fill all teaching positions with regular contract teachers. However, substitute teachers may be appointed for a period of one semester or less to fill vacancies which develop at times when the employment of a contract teacher is impossible, inadvisable or not in the best interests of the school district.

ARTICLE XV

SALARY SCHEDULE AND OTHER BENEFITS

SALARY SCHEDULES

(357) The salary schedules of teachers covered by this Agreement, and conditions governing such schedules, are set forth in Appendix C of this Agreement which is attached hereto and made a part hereof.

LONG SERVICE INCREMENTS

1966-67 EMPLOYEES

(358) 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.

OTHER EMPLOYEES

(359) 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.

LONGEVITY SCHEDULE 2007-2009

(360) Longevity shall be paid in accordance with the following schedule:

		2007-2009
(a)		0
(b)	10 years in Grosse Pointe or at a maximum for at least one year (applies only to teachers covered under paragraph 358)	\$845
(c)	10 years in Grosse Pointe and one or more years at maximum (applies to teachers covered under paragraph 359)	\$1,690
(d)	10 years in Grosse Pointe and completion of eighteen (18) years of recognized service	\$2,536
(e)	10 years in Grosse Pointe and completion of twenty-three (23) years or recognized service.	\$3,380

(360a) For purposes of longevity pay, years of service in Grosse Pointe shall mean seniority. In addition, prior full years of Grosse Pointe teaching experience which do not qualify for seniority will be counted for longevity purposes. For teachers initially employed prior to September 1, 1981, "recognized service" means Grosse Pointe seniority, and prior full years of Grosse Pointe teaching experience which do not qualify for seniority, and other outside experience for which credit has been granted on the salary schedule. For teachers employed on or after September 1, 1981, "recognized service" means Grosse Pointe seniority and prior full years of Grosse Pointe teaching experience which do not qualify for seniority.

REQUIREMENTS FOR LONG SERVICE INCREMENTS

(361) To be eligible for a long service increment, a teacher must complete a college course or workshop in accordance with the standards set forth in Paragraphs 413-414 during the five year period immediately preceding the period of eligibility for such benefits or for an increased benefit. In 1988-89 and 1989-90 the requirement of two (2) semester hours will be increased to three (3) and four (4) semester hours respectively (see paragraphs 413-414.) However, teachers currently receiving longevity pay will not come under these requirements until after they receive their next longevity increment.

(362) Teachers not eligible for long service increments due to failure to meet the standards set forth in Paragraphs 413-414 must meet these standards before long service payments will be made.

(363) Teachers eligible for a change in long service increments who have not met the standards set forth in Paragraphs 413-414 will continue to receive the increment which most closely approximates the increment received in the prior year.

TUBERCULOSIS EXAMINATION AND COMMUNICABLE DISEASE POLICY

(364) A certification of freedom from tuberculosis based on a chest x-ray or tuberculin skin test shall be filed upon initial employment, prior to the commencement of the 1983-84 school year, and every three (3) years thereafter. Such certification shall be furnished by a qualified medical authority and shall be the sole responsibility of the teacher to obtain. The Board shall post in each building the need for such certification by June 1 of the preceding school year.

(364a) In the event the Board authorizes the development or subsequent revision of its policies dealing with communicable diseases, the Board will provide the Association, prior to adoption or

implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members, provided it is not an emergency situation. The parties agree to commence bargaining within ten (10) days after notice if provided by the Board or Association.

TEACHER PAY PERIOD

(365) Teachers shall receive twenty-one (21) biweekly paychecks each representing one twenty-first (1/21) of their total pay or twenty-six (26) biweekly paychecks each representing one twenty-sixth (1/26) of their total pay. A teacher may change from one option to the other by notifying the business office, in writing, at least thirty (30) days before the start of the school year.

(365a) Teachers may choose to have their paychecks deposited by the Board directly into the bank handling the school system's operating and payroll accounts. Funds will be deposited so that they will be available for use at the beginning of the business day of the regularly-scheduled payday. If a payday falls on a bank holiday, funds will be available for use at the beginning of the business day immediately preceding the holiday. A teacher may select the direct deposit option by notifying the Business Office, in writing, at least thirty (30) days before the start of the school year.

(366) Deleted

(367) 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.

CREDIT FOR OUTSIDE EXPERIENCE

(368) A new teacher in the school district normally shall receive the minimum salary stated for the position he/she 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.

(369) 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.

(370) 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/her initial teaching service in Grosse Pointe.

INSURANCE BENEFITS

(371) During the term of this Agreement, the Board will provide the insurance benefits set forth in Appendix D hereto.

EXTRA PAY FOR EXTRA DUTY (E.P.E.D.)

(372) 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.

(373) The extra-pay for extra-duty program is set forth in Appendix E.

SELECTION OF STAFF

(374) Deleted

(375) 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.

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

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

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

SUMMER SCHOOL CALENDAR AND HOURS

(379) The summer school calendar shall be determined by the Superintendent. Both the number of days per week and number of hours per day shall vary depending upon the nature of the specific assignment.

JULY FOURTH HOLIDAY AND RECORDS DAY

(380) There shall be no school on July 4th if it falls on a weekday after the start of summer school.

(381) The last day of the summer school session shall be a student non-attendance records day. The hours will be the same as a regularly scheduled summer school course.

(382) No classes will start before 8:00 am.

LEAVE DAYS

(383) Sick leave days shall be allowed as needed for illness (as provided in Article IX) but limited to the equivalent of one week's assignment.

APPOINTMENT OF SUMMER SCHOOL DIRECTORS

(384) 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.

SUMMER SCHOOL SALARY SCHEDULE

(385) Effective in 2005, the summer school rate shall be \$28.79 per hour.

(386) Pay for summer school substitutes shall be 85% of the regular substitute pay.

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

COMPENSATION FOR PROFESSIONAL GROWTH

(388) In order to encourage inservice growth, the Board shall make provisions for recognizing completion of additional professional training.

(389) 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/her 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.

(390) Courses and workshops which are sponsored by the Department of Curriculum and 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 Curriculum and Instruction.

(391) Teachers designated by the Department of Curriculum and Instruction to teach these courses and workshops shall be remunerated at the rate of \$25.00 per instructional hour.

(392) The Board may require identifiable groups of teachers to attend up to four (4) clock hours of local workshops each year for the following purposes: (a) implementation of board goals, (b) curriculum and co-curriculum improvement, and (c) technological advances. The Deputy Superintendent will designate which groups of teachers are to attend the workshops. Moreover, no workshop session will last longer than two (2) hours. Individual teachers will be excused from attendance at such workshops, upon confirmation by the Deputy Superintendent, for the following reasons: (a) conflict with college course work, (b) personal illness, and (c) family emergency. For other extenuating circumstances the Deputy Superintendent may excuse teachers from attending such workshops.

ARTICLE XVI

STUDENT TEACHERS

(393) The Board shall have the exclusive authority to determine the need for, the placement of, and the working conditions of student teachers within the school system. However, no teacher shall be required to assume such a responsibility. It is understood that the Board will continue to seek volunteers.

ARTICLE XVII

MISCELLANEOUS

DEFINITIONS

(394) Where pronouns and relative words herein used are written in the masculine only, unless specifically otherwise designated, such words shall also read as if written in the feminine, and a similar (or masculine) construction shall be given to such words written in the feminine only.

(394a) Except where clearly intended to refer solely to the members of the Board of Education of The Grosse Pointe Public School System, the word "Board" as used herein, may have reference either to said Board of Education or the Administrative staff of the School District.

(395) If National Health Insurance is enacted and/or wage controls are imposed by the federal government, the Board agrees that, upon the written request of the Association, it will reopen the agreement to good faith negotiations on the subject of wages and/or health insurance, whichever is appropriate.

(396) If the parties have not reached agreement on the 2004-05 school calendar by the end of the day on June 30, 2004, the Board may determine the opening day of school for 2004-05.

(397) For all purposes of this Agreement whenever a deadline occurs on a Saturday, Sunday or holiday, it shall be moved to the next business day.

(398) Deleted

(399) Deleted

ARTICLE XVIII

STRIKE PROHIBITION

(400) 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 teachers.

ARTICLE XIX

MATTERS CONTRARY TO AGREEMENT

(401) 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 XX

AGREEMENTS CONTRARY TO LAW

(402) If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XXI

DURATION

(403) This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at the later date) shall become effective September 1, 2007. 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.

(404) This Agreement shall continue in full force and effect for a period of two (2) years, commencing on September 1, 2007 and ending on August 31, 2009.

(405) Neither party shall demand any modifications of 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.

(406) Any notices required hereunder shall be sufficient if mailed:

To the Board: Assistant Superintendent for Human Resources
The Grosse Pointe Public School System
389 St. Clair
Grosse Pointe, Michigan 48230

To the Association: The then-elected President of the Grosse Pointe Education Association at his/her residence.

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

Board of Education
The Grosse Pointe Public School System

Grosse Pointe Education Association,
MEA-NEA

By:

By:

President

President and Chief Negotiator, GPEA

Secretary

Vice President, Negotiations

Negotiator

Negotiator

Negotiator

Negotiator

Executive Director

APPENDIX A
Calendar for 2007 – 2008

Tuesday, September 4	First day of school for teachers
Wednesday, September 5	First day of school for students
Tuesday, November 6	Professional development; no classes
Wednesday, November 21	Thanksgiving vacation begins, end of day
Monday, November 26	Classes resume
Friday, December 21	Winter Holiday begins, end of day
Wednesday, January 2	Classes resume
Monday, January 21	Martin Luther King, Jr. birthday; no classes
Tuesday, January 22	Records Day and professional development; no classes
Friday, February 15	Mid-winter vacation begins, end of day
Monday, February 25	Classes resume
Thursday, March 20	Spring Vacation begins, end of day
Monday, March 31	Classes resume
Monday, May 26	Memorial Day; no classes
Thursday, June 12	Last half day for students
Friday, June 13	Last teacher duty day

This calendar designates the major breaks and holidays when the entire district school is not in session. Elementary, middle and high school will have separate schedules for parent-teacher conferences, professional development and other activities.

**Grosse Pointe Calendar
2008-2009**

Tuesday, September 2	First day of school for teachers
Wednesday, September 3	First day of school for students
Tuesday, November 4	Professional development; no classes
Wednesday, November 26	Thanksgiving vacation begins, end of day
Monday, December 1	Classes resume
Tuesday, December 23	Winter Holiday begins, end of day
Monday, January 5	Classes resume
Monday, January 19	Martin Luther King, Jr. birthday; no classes
Tuesday, January 20	Records Day and professional development; no classes
Friday, February 13	Mid-winter vacation begins, end of day
Monday, February 23	Classes resume
Thursday, April 9	Spring Vacation begins, end of day
Monday, April 20	Classes resume
Monday, May 25	Memorial Day; no classes
Thursday, June 11	Last half day for students
Friday, June 12	Last teacher duty day

This calendar designates the major breaks and holidays when the entire district school is not in session. Elementary, middle and high school will have separate schedules for parent-teacher conferences, professional development and other activities.

APPENDIX B

REMUNERATION FOR CURRICULUM DEVELOPMENT

(407) When it is inadvisable for the teacher to be released from his/her regular teaching assignment, the teacher shall be remunerated for his/her services subject to these conditions:

(407a) The rate of remuneration shall be \$25.00 per hour.

(407b) The total remuneration for the project shall be contracted in advance by the teacher and the Departments of Elementary and Secondary Curriculum. The agreed upon sum is to be paid upon satisfactory completion of the project.

APPENDIX C-1

CLASSROOM TEACHERS SALARY SCHEDULE—2007-2008

	BA	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60	Dr
Step	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	41,425	43,418	44,414	49,705	50,697	51,698	52,690	53,690	54,675	55,676	57,165
2	44,326	46,318	47,304	52,769	53,767	54,762	55,752	56,746	57,742	58,737	60,234
3	47,230	49,211	50,201	55,843	56,844	57,830	58,826	59,820	60,813	61,811	63,300
4*	49,873	51,865	52,858	58,570	59,570	60,564	61,555	62,549	63,546	64,541	66,032
5	52,530	54,522	55,515	61,681	62,676	63,671	64,664	65,668	66,651	67,647	69,145
6	55,175	57,165	58,163	64,422	65,413	66,402	67,401	68,391	69,390	70,383	71,875
7*	57,830	59,820	60,813	67,160	68,147	69,145	69,964	71,129	72,132	73,120	74,613
8	60,366	62,477	63,465	70,263	71,254	72,248	73,246	74,232	75,228	76,228	77,722
9	63,511	65,489	66,493	72,991	73,988	74,974	75,975	76,971	77,964	78,950	80,450
10*	67,312	69,300	70,308	77,109	78,104	79,101	80,100	81,101	82,086	83,081	84,571
11	74,157	76,153	77,146	84,606	85,600	86,585	87,577	88,579	89,576	90,566	92,065

APPENDIX C-2

CLASSROOM TEACHERS SALARY SCHEDULE—2008-2009

	BA	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60	Dr
Step	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	41,839	43,852	44,858	50,202	51,204	52,215	53,217	54,227	55,222	56,233	57,737
2	44,769	46,781	47,777	53,297	54,305	55,310	56,310	57,313	58,319	59,324	60,836
3	47,702	49,703	50,703	56,401	57,412	58,408	59,414	60,418	61,421	62,429	63,933
4*	50,372	52,384	53,387	59,156	60,166	61,170	62,171	63,174	64,181	65,186	66,692
5	53,055	55,067	56,070	62,298	63,303	64,308	65,311	66,325	67,318	68,323	69,836
6	55,727	57,737	58,745	65,066	66,067	67,066	68,075	69,075	70,084	71,087	72,594
7*	58,408	60,418	61,421	67,832	68,828	69,836	70,664	71,840	72,853	73,851	75,359
8	60,970	63,102	64,100	70,966	71,967	72,970	73,978	74,974	75,980	76,990	78,499
9	64,146	66,144	67,158	73,721	74,728	75,724	76,735	77,741	78,744	79,740	81,255
10*	67,985	69,993	71,011	77,880	78,885	79,892	80,901	81,912	82,907	83,912	85,417
11	74,899	76,915	77,917	85,452	86,456	87,451	88,453	89,465	90,472	91,472	92,986

**Must meet requirements for advancement of the salary schedule. (See paragraphs 411-414b)*

APPENDIX C-5

REGISTERED NURSES SALARY SCHEDULE

RN	2000-2001	2001-2002	2002-2003	2003-2004
1	24,069	25,013	25,994	26,935
2	24,636	25,602	26,606	27,569
3	26,436	27,472	28,549	29,582
4	27,709	28,795	29,924	31,007
5	29,004	30,141	31,323	32,457
6	30,845	32,054	33,311	34,517
7	32,309	33,576	34,892	36,155
8	33,736	35,058	36,432	37,751
9	35,573	36,967	38,416	39,807
10	36,797	38,239	39,738	41,177
11	38,560	40,072	41,643	43,150

BSN	2000-2001	2001-2001	2002-2003	2003-2004
1	26,784	27,834	28,925	29,972
2	27,987	29,084	30,224	31,318
3	30,087	31,266	32,492	33,668
4	31,423	32,655	33,935	35,163
5	33,374	34,682	36,042	37,347
6	34,894	36,262	37,683	39,047
7	36,445	37,874	39,359	40,784
8	38,564	40,076	41,647	43,155
9	40,063	41,633	43,265	44,831
10	41,376	42,998	44,684	46,302
11	43,613	45,323	47,100	48,805

COST OF LIVING ADJUSTMENT (COLA)

(408) If a cost of living adjustment (COLA) is agreed upon for inclusion in the next collective bargaining agreement between the parties, the language found in paragraphs 408, 409 and 413 of the 1983-87 collective bargaining agreement will be updated and included in the successor Agreement.

INTERMEDIATE LEVELS OF TRAINING

(409) Intermediate levels of training (in semester hours) shall be recognized as follows: B.A.+20, B.A.+30, M.A.+10, M.A.+20, M.A.+30, M.A.+40, M.A.+50, M.A.+60, earned Doctorate. A teacher shall receive additional salary, beginning with the succeeding employment year, upon attaining one of the above levels of training.

REQUIREMENTS FOR ADVANCEMENT ON THE SALARY SCHEDULE

(410) Steps 4, 7 and 10 on the classroom teachers masters degree (or higher level of training) schedule represent plateaus where the teacher must show evidence of completing a college course or workshop in accordance with the standards set forth in paragraphs 413-414 in order to advance on the salary schedule. The requirement (of a course or workshop) must be met within the range covered by M.A. Steps 1-4 inclusive, steps 5-7 inclusive, or M.A. 8-10 inclusive, whichever applies.

(411) A newly employed teacher shall be advanced on the salary schedule from the step he/she was initially placed to the next highest step at the start of his/her second year of employment with the Board without regard to the above requirements for advancement on the salary schedule.

(412) 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 complying with the requirements of Paragraph 410.

STANDARDS FOR ADVANCEMENT ON THE SALARY SCHEDULE
(STEPS 4, 7 AND 10)

(413) In order to advance on the salary schedule a teacher must show evidence of either of the following:

(413a) The satisfactory completion of four (4) semester hours at the graduate level which is related to the teacher's assignment, or is part of a degree program in education, or will apply toward certification and/or local qualification in a subject area, or provides additional training in a category for which local qualification is held.

(413b) The satisfactory completion of the equivalent of four (4) semester hours of workshops of the type set forth in Paragraphs 420 or 421. The 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.

(414) The Board, may disallow credits which do not meet the standards above. Any decision disallowing credits may be appealed through Steps 3 and 4 of the grievance procedure.

RECOGNITION OF ADDITIONAL TRAINING

(415) The salary schedule authorizes payment to teachers for hours of credit exceeding the bachelor's or the master's degree. To be recognized, credits must have been earned subsequent to the award of the bachelor's degree. For teachers whose initial employment begins after August 31, 1981, credits beyond the bachelor's degree must have been earned subsequent to the award of the bachelor's degree and credits beyond the master's degree must have been earned subsequent to the award of the master's degree.

(416) 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/her present job.

(416a) When a university program requires more than 30 hours for a Master's Degree, it shall be counted as follows:

- | | | |
|-----|----------------|-----------------|
| (1) | 30 to 39 hours | same as M.A. |
| (2) | 40 to 49 hours | same as M.A.+10 |
| (3) | 50 to 59 hours | same as M.A.+20 |
| (4) | 60 plus hours | same as M.A.+30 |

(416b) Teachers who possess an Educational Specialist Degree (Ed/S) will be paid at the M.A.+30 level of the Classroom Teachers Salary Schedule.

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

(418) Teachers shall be responsible to present evidence of completion of a course or workshop as required for advancement on the salary schedule or change in the level of training. The evidence shall consist of an official transcript or an official grade report showing the course taken, credit earned and a passing grade. Evidence of an earned degree must be verified by an official transcript. Board sponsored courses conducted in Grosse Pointe are automatically recorded in appropriate files.

(419) Non-college credit workshops not sponsored by The Grosse Pointe Public School System but which meet the school system's standards shall be given credit for advancement on the salary schedule or change in the level of training when they are related to the teacher's assignment or provide additional training in a category for which local qualification is held. However, such workshops must have the prior approval of the Director of Human Resources or other designated administrator(s).

(420) Non-college credit workshops sponsored by The Grosse Pointe Public School System will be credited to the teacher for advancement on the salary schedule or change in the level of training when they are related to the teacher's assignment or provide additional training in a category for which local qualification is held.

(421) Teachers who serve on Board approved committees will be given credit for advancement on the salary schedule or change in the level of training when performing committee work after school hours. Twenty (20) clock hours of (after school) committee work will be equivalent to one (1) semester hour of credit.

(422) September 1st of each year is the deadline for reporting college credits, and workshops not sponsored by the school system, 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 1st.

(423) All college credit courses taken for advancement on the salary schedule or a change in the level of training must be related to the teacher's assignment, or be part of a degree program in education, or apply toward certification and/or local qualification in a subject area, or provide additional training in a category for which local qualification is held. Moreover, all such courses must be at the graduate level and taken from an NCATE approved institution or institutions with recognized teacher preparation programs. For good cause, and upon prior written approval of the Director of Human Resources, deviations from the above requirements (413-423) may be granted.

(424) The provisions of 413a, 413b, 419, 420, and 423 will not apply to courses, workshops, or degrees that were initiated or completed prior to the ratification of the 1981-83 Agreement. Instead, the applicable provisions of the 1979-81 Agreement will apply to these courses, workshops or degrees.

BASE SALARY

(425) Teachers' salaries will be increased as follows:

1. In the year 2007-2008, the teachers' salary schedule will be increased 1% off schedule and 1% on schedule.

2. In the year 2008-2009, the teachers' salary schedule will be increased 1% off schedule and 1% on schedule..

(425a) For purposes of computing sabbatical leave allowance, death benefits, rate of salary deduction, long term disability, summer school rate, and similar matters, a teacher's base salary is defined as his/her 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 remuneration which the teacher may receive from time to time. For each teacher who has contracted other than on an annual basis, that teacher's contracted salary shall be annualized for purposes of this computation.

SALARY DEDUCTIONS

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

- (426a) 1/200th of a 10 school month employee's base salary.
- (426b) 1/210th of a 10½ school month employee's base salary.
- (426c) 1/220th of an 11 school month employee's base salary.
- (426d) 1/230th of an 11½ school month employee's base salary.
- (426e) 1/216th of a 10 calendar month employee's base salary.
- (426f) 1/227th of a 10½ calendar month employee's base salary.
- (426g) 1/238th of an 11 calendar month employee's base salary.
- (426h) 1/260th of a 12 calendar month employee's base salary.

SALARIES OF PROFESSIONAL PUBLIC LIBRARIANS

- (427) Deleted

SALARIES OF SCHOOL PSYCHOLOGISTS

- (428) A school psychologist works a 10½ month work year and is paid on the basis of 210 days.

APPENDIX D

INSURANCE BENEFITS

FLEXIBLE BENEFITS PROGRAM

(429) The Board will provide insurance benefits to eligible teachers and their families under a flexible (choice) based benefits program. The program will provide choices for benefit options from which teachers may make selections depending upon their individual needs and circumstances. The flexible benefits program will replace all prior benefit plan arrangements.

ELIGIBILITY

(430) Teachers will be eligible for the Flexible Plan as described in paragraph 431 as of their date of hire.

(430a) Teachers participating in the flexible plan will continue their participation during paid leaves of absence. For the purpose of this paragraph, paid leaves include sabbatical leave, paid sick leave, paid special leaves, and paid FMLA leaves. In addition, teachers on association leave under paragraph 124 will continue their participation in the flexible plan.

(430b) If an employee is on an unpaid leave that qualifies under the Family Medical Leave Act he/she will receive insurance benefits as specified by law.

(430c) If an employee's spouse is employed outside the District and is eligible for other group health coverage he/she must participate in that group coverage in order to qualify for coverage under this plan. If the employee's spouse cannot enroll for other group coverage until their employer's next open enrollment period (proof required), then coverage under this plan will be extended until they are eligible for that other plan's coverage provided they enroll during the next open enrollment period or qualified change of status event. If it is determined that the employee's spouse did not elect offered coverage in a timely manner any and all claims will be denied as of the date when enrollment should have occurred. If the required monthly premium contribution for that group health coverage is greater than \$175 for a single subscriber per month (\$2,100 per year), the employee's spouse will not be required to enroll in their employer's sponsored plan.

(430d) The above provision does not apply to spouses eligible for group health plan coverage that does not coordinate with the Flexible Plan described in paragraph (431).

(430e) Paragraph 430c does not require an employee's spouse to enroll the employee's dependent children in the spouse's group health plan coverage.

HEALTH PLAN FEATURES

(431) The Board will design a flexible plan for both tenured and non-tenured teachers that includes the following health insurance features.

1. Health Plan Options:
 - Effective August 1, 2007, a plan equivalent to the Blue Cross Blue Shield Community Blue PPO Plan 2, with a \$10 copay for office and chiropractic visits, a \$5/\$25 prescription drug rider, with MOPD 2x rider, P-D Contraceptive Rider and routine mammography.
2. Full time teachers will receive an amount of health plan benefit credits that equals the cost of the Blue Cross Blue Shield Community Blue PPO Plan 2 as outlined in paragraph 431 (1). As a result, subject to paragraph (430c) if a full time teacher chooses Community Blue PPO Plan 2 as outlined in paragraph 431(1), the Board will pay the full monthly cost of the plan for the teacher, spouse, and dependent children.
3. Teachers working less than full time but at least 50% will be eligible for the health care plan. If health coverage is elected the Board will pay a portion of the premium in proportion to their percentage of full time work. For example: a half time teacher will receive one half of the premium paid by the Board.
4. Teachers who enroll as a single in the health insurance plan will receive an additional \$525 per year spread over 21 pay periods per year and prorated for any portion of a year.
5. Teachers working 50% or more time may elect to waive participation in a district-sponsored health insurance plan; they will receive a cash incentive of \$2,200 per year spread over 21 pay periods per year. This stipend will be prorated for teachers working less than a full year. Teachers working less than 50% time are not eligible for this cash incentive.

6. From time to time, the GPEA will offer suggestions for benefits to be added or deleted from the flexible plan.

DENTAL INSURANCE

(433) The Board will provide both tenured and non-tenured teachers with flexible plans that have the following dental insurance features:

1. Dental Plan Options:
 - Dental coverage that is equivalent to the Delta Dental Plan E, Rider 07 (80-80-80) [the primary plan];
 - Less expensive dental plan option(s).
2. If a full time teacher chooses the primary plan, the Board will pay the full monthly cost of this plan. Teachers who choose a less expensive plan will receive a cash incentive equal to 100% of the difference between the alternate plan and the 80-80-80 plan offered by the District. All eligible full time teachers must enroll in a dental plan.
3. For part time teachers the Board will pay the monthly cost in proportion to their percentage of full time work. Part time teachers may waive dental coverage, but will receive no cash incentive to do so.
4. From time to time, the GPEA will offer suggestions for benefits to be added or deleted from the flexible plan.

VISION INSURANCE

(434) The Board will provide both tenured and non-tenured teachers with flexible plans that have the following vision insurance features:

1. Vision Plan Options:
 - Vision coverage that is equivalent to the 06/07 Vision Plan [the primary plan];
 - Less expensive vision plan option(s).
2. If a full time teacher chooses the primary plan, the Board will pay the full monthly cost of this plan. Teachers who choose a less expensive plan will receive a cash incentive equal to 100% of the difference between the alternate plan and the primary plan equivalent. All eligible full time teachers must enroll in a vision plan.
3. For part time teachers the Board will pay the monthly cost in proportion to their percentage of full time work. Part time teachers may waive vision coverage, but will receive no cash incentive to do so.
4. From time to time, the GPEA will offer suggestions for benefits to be added or deleted from the flexible plan.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(435) The Board will provide both tenured and non-tenured teachers who work at least 50% time with flexible plans that have the following features:

1. All eligible teachers will receive benefit credits equal to the cost of \$60,000 of coverage. As a result, all eligible teachers will receive the core coverage of \$60,000 with the Board paying the full monthly cost.
2. Additional coverage will be available for both teachers and their family members. This coverage will be "step rated" and charged accordingly through the flexible plan.
3. For teachers working at least 50% time, but less than full time, the Board will pay the cost in proportion the their percentage of full time work. For example: a half time teacher will receive one half of the premium paid by the Board.
4. All eligible full time teachers must enroll in the core life insurance plan. Eligible part time teachers may waive coverage but will not receive a cash stipend doing so.

5. From time to time, the GPEA will offer suggestions for benefits to be added or deleted from the flexible plan.

LONG TERM DISABILITY INSURANCE

(436) The Board will provide both tenured and non-tenured teachers who have completed two (2) years of service and are working at least 50% time with flexible plans that include the following features:

1. All eligible full time teachers will receive a long term disability insurance plan that includes the following benefits:
 - 120 duty day waiting period
 - Payment of 66 2/3% of base monthly earnings
 - Maximum monthly benefit of \$3,750
 - Up to 24 months of benefits for outpatient mental and nervous disorders
2. For teachers working at least 50% time, but less than full time, the Board will pay the cost in proportion the their percentage of full time work. For example: a half time teacher will receive one half of the premium paid by the Board.
3. All eligible full time teachers must enroll in the LTD insurance plan. Eligible part time teachers may waive coverage but will not receive a cash stipend for doing so.

CASH INCENTIVES

(437)

- 1) All cash incentives given to a teacher based on their plan elections or plan waivers will be paid as cash spread over 21 pay periods per year for teachers who are eligible for the full year.
- 2) Cash incentives will be prorated for teachers whose eligibility (work time) is less than the full school year.
- 3) Any cash received in the flexible plan may be placed into:
 - Benefits
 - The District’s tax deferred annuity program
 - Cash
- 4) Teachers may not use flexible benefits to purchase MPSERS retirement options.

TERMINATION OF FLEXIBLE PLAN

(438) For employment termination or leaves of absence, cancellation of an employee’s health, dental, and vision insurance will fall into one of the following three timelines:

Length of Time Worked	Cancellation of Insurance
If employee works less than one semester	Insurance will be cancelled at the end of the working month.
If an employee works one full semester but less than a full school year	Insurance will be cancelled on the last day of the next month following termination of work.
If an employee works the full school year	Insurance will be cancelled August 31.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG TERM DISABILITY

(439) Coverage in Life and Accidental Death and Dismemberment and Long Term Disability Insurance shall terminate in accordance with the provisions outlined in the insurance policies.

LONG TERM DISABILITY

(440) For an employee on long term disability, health insurance will continue for one year from the date of insurance carrier approval for long term disability benefits.

FAMILY MEDICAL LEAVE ACT

(441) If an employee is on an unpaid leave that qualifies under the Family Medical Leave Act he/she will receive insurance benefits as specified by the law.

COBRA

(442) In all cases of termination of health, dental, and vision coverage teachers shall be offered the opportunity to continue the coverage in accordance with federal law.

GENERAL INSURANCE PROVISIONS

(443) 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.

(444) The Board, by payment of the premium payments required to provide the coverage set forth in this Appendix D, shall be relieved from all liability with respect to the benefits provided by the insurance coverage 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.

(445) Differences between teachers or beneficiaries of teachers and any insurance company shall not be subject to the grievance procedure established under Article VIII of the Master Agreement.

(446) All costs relating to the implementation and administration of benefits under this program shall be borne by the Grosse Pointe Public School System.

(447) Certificates of insurance shall be issued to each eligible teacher upon enrollment in that insurance program.

(448) The Association agrees to explore and discuss with the Administration methods for possible cost controls when, in any one insurance year, health insurance premiums increase greater than five percent (5%).

(449) In addition, the Association agrees to endorse a voluntary wellness and health awareness program. Possible wellness programs could include, but not be limited to, stress reduction, weight loss and control, smoking cessation, cholesterol improvements, CPR, flu prevention, hand hygiene, etc.

(450) Notwithstanding any other provision of the contract to the contrary, the Grosse Pointe School System shall provide a cash option in lieu of benefits. The cash amount shall be as provided in Appendix D. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said plan document shall be approved by the Association.

(451) Teachers eligible for benefit continuation as outline in (430a) and (440) will be enrolled (if eligible) on medical, dental, and vision as COBRA participants. The COBRA qualifying event date will be the last day of active duty. As outlined in the contract, the cost of benefit paid by the district, will subsidize the

COBRA premium. In the event of an FMLA leave of absence, the COBRA qualifying event date will be the last day of the FMLA leave if the employee does not return to work.

(452-456) Paragraphs adapted into flex plan above.

APPENDIX E

EXTRA PAY FOR EXTRA DUTY (E.P.E.D.)

(457) The Board reserves the right to curtail the E.P.E.D. program in addition to its right to curtail other programs and reduce staff under Article XIII of this Agreement.

(458) Compensation for E.P.E.D. assignments shall be as outlined below. Stipends will be increased by 1% for the life of the agreement. Positions assigned after the beginning of the school year shall be paid on a prorated basis over the remaining pay periods. Intermittent, irregular, and/or occasional assignments which cannot be predicted accurately (such as intramural assignments) are to be paid at the intramural rate. Extra time slips should be presented with biweekly payrolls for immediate payment.

(459) Some flexibility as to placement of such as club activities in different buildings is possible and permissible.

(460) 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. The following amounts will be paid for extra time devoted to the job above and beyond that normally required of regular classroom teachers:

PUPIL PERSONNEL (SPECIAL EDUCATION) E.P.E.D.

STUDENT SERVICES

STUDENT SERVICES	
	2007-2009
Department Chairpersons:	
Elementary Resource Room	1,992
School Psychologists	1,992
Secondary Resource Room	1,992
Social Workers	1,992
Speech and Language Impaired	1,992
Teachers of Cognitive Impaired	1,992
First Assistant, Barnard Center (Includes one week of work before school starts.)	4,596

TEACHER ON SPECIAL ASSIGNMENT (TOSA)

TEACHER ON SPECIAL ASSIGNMENT (TOSA)	
	2007-2009
TEACHER ON SPECIAL ASSIGNMENT (TOSA)	4,428

MULTI-LEVEL

MULTI LEVEL	
	2007-2009
Department Chairpersons:	
Art 6-12	3,985
Business 9-12	5,151
Counseling (North End) 6-12	4,596
Counseling (South End) 6-12	4,596
Industrial Education 6-12	4,596
Library K-12	3,985
Lifeskills 6-12	5,151
Music K-12	3,985
Physical Education 6-12	3,985

ELEMENTARY

ELEMENTARY	
	2007-2009
Art	1,545
Choir	1,009
Coordinators	922
French Back-to-Back Program	1,841
Instrumental Music Coordinator	2,451
Physical Education	1,545
Safety/Service	2,576
Student Council	1,030
Teacher in Charge	2,576

MIDDLE SCHOOL

MIDDLE SCHOOL	
	2007-2009
Department Chairpersons:	
English	3,066
Math	3,066
Science	3,066
Social Studies	3,066
Counselor	3,525
Student Government	3,066
Athletic Coordinator	4,596
Foreign Language Coordinator (district wide)	922
Bookstore	1,841
Newspaper	1,226
Literary Publications	1,226
Clubs:	
Class I (10 – 15 sessions)	922
Class II (15 – 20 sessions)	1,381
Class III (20 – 30 sessions)	1,841
Basketball Coach	2,052
Team Leader	1,030
Intramurals	20.19/hr

HIGH SCHOOL

HIGH SCHOOL		2007-2007
Counselor		3,525
Department Chairpersons:		
English		6,896
Foreign Language		6,896
Math		6,896
Science		6,896
Social Studies		6,896
Bookstore (includes summer)		6,131
Student Government		4,596
Newspaper:		
Weekly		4,596
Biweekly		3,066
Yearbook		4,596
Library Publications		1,688
Coop Education Coordinator		2,303
Intramurals		20.19/hr

VARSITY ATHLETICS

		2007-2009
Football, Head Coach		6,744
Basketball, Head Coach		6,744
Swimming, Head Coach		6,131
Hockey, Head Coach		6,131
Wrestling, Head Coach		5,211
Track, Head Coach		5,211
Baseball, Head Coach		5,211
Cross Country, Head Coach		3,985
Tennis, Head Coach		3,985
Golf, Head Coach		3,985
Volleyball, Head Coach		5,211
Gymnastics, Head Coach		5,211
Softball, Head Coach		5,211
Soccer, Head Coach		4,596

*If assistant coaches become necessary, their compensation shall be 70% of that of the head coach. If a sport is scheduled at a level below the required 154 hours, the salary will be paid upon an hourly rate basis in accordance with the number of hours agreed upon between the principal and the coach.

CLUBS, CLASS SPONSORS, SPECIAL ACTIVITIES

CLUBS, CLASS SPONSORS, SPECIAL ACTIVITIES			2007-2009
Class I	(10-15 sessions)		922
Class II	(15-20 sessions)		1,381
Class III	(20-30 sessions)		1,841
Class IV	(Weekly sessions)		3,066
Class V	(Multiple weekly sessions)		4,596

(461) No teacher shall receive less compensation for performing the same E.P.E.D. assignment than was received by the teacher in 1978-79 for such assignment.

CO-OP COORDINATOR E.P.E.D.

(462) Vocational educators recognize that quality cooperative education programming is based upon two essential factors:

(462a) Sufficient daily coordination time.

(462b) Sufficient opportunity for Summer follow-up and placement.

(463) Using student enrollment as a determinant, the following guidelines will be followed for all co-op coordinators (excluding Trade and Industry) during the duration of the Master Agreement.

<u>Student Enrollment</u>	<u>Coordination Time</u>	<u>Summer Coordination</u>
15 - 23	1 hr. per day	40 hrs. **
24 - 38	2 hr. per day	80 hrs. **
39 or more	2 hr. per day and E.P.E.D.	120 hrs. **

(464) Trade and Industrial Co-op programs because of several unique features concerning difficulty of quality co-op placements and travel distance will operate under the following guidelines:

<u>Student Enrollment</u>	<u>Coordination Time</u>	<u>Summer Coordination</u>
15 - 23	1 hr. per day and E.P.E.D.	80 hrs. **
24 or more	2 hr. per day and E.P.E.D.	120 hrs. **

** Up to the amount of specified Summer Coordination time allowed as determined by the Coordinator. Compensation shall be based on verification of hours actually worked.

APPENDIX F

SABBATICAL LEAVE

PURPOSES OF SABBATICAL LEAVE

(465) 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.

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

(466a) **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.

(466b) **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.

(466c) **TRAVEL** A plan, including the proposed itinerary, shall be submitted starting with professional objectives which are sought through such travel.

(466d) **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.

ELIGIBILITY AND QUALIFICATIONS

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

(467a) Applicant must hold a life, permanent or continuing certificate.

(467b) 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.

(467c) Subsequent Sabbatical leaves may be authorized after eligibility has been reestablished by an additional seven (7) consecutive years of satisfactory full time service.

(467d) A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) consecutive semesters.

APPLICATION REQUIREMENTS AND PROCEDURES

(468) 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 midyear. 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.

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

(470) 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.

(471) As a condition to receiving final approval for a full-year sabbatical leave a teacher must execute a promissory note agreeing that if he/she does not return to the district upon expiration of the leave and remain for a three year period he/she will 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. Likewise, as a condition to receiving final approval for a semester sabbatical leave a teacher must

execute a promissory note agreeing that if he/she does not return to the district upon expiration of the leave and remain for 1.5 year period he/she will within one and one-half (1.5) 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 one and one-half (1.5) years.

REQUIREMENTS AND STATUS WHILE ON SABBATICAL LEAVE

(472) The compensation for the teacher on sabbatical leave shall be three-quarters ($\frac{3}{4}$) 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 as set forth in Paragraph 473 below.

(473) The Board's contribution will be reduced by the amount of combination of the Board salary and any grants, stipends, scholarships or current earnings directly associated with the sabbatical leave 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.

(474) 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.

(475) 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.

(476) A teacher who becomes ill or disabled as defined in Paragraph 143 hereof while on sabbatical leave shall be eligible to receive the sick leave benefits as set forth in Paragraphs 134-137 hereof. 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, satisfactory evidence of such accident or illness must be provided for the Board's consideration.

(477) 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.

REPORTS REQUIRED WHILE ON SABBATICAL LEAVE

(478) 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.

(479) 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.

(480) 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 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.

REQUIREMENTS AND STATUS UPON RETURNING FROM SABBATICAL LEAVE

(481) 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 remain eligible for reinstatement under other rules and regulations of the Board, subject to the provisions of Article XIII hereof (Reduction of Staff.)

(482) Payments pursuant to the promissory note executed by the teacher under Paragraph 471 of these rules and regulations shall be suspended if the teacher becomes incapacitated, is laid off in a necessary reduction of staff, or the required payments are waived by the Board.

APPENDIX G

LETTER OF UNDERSTANDING

(RE: Teacher Evaluation)

1. It is understood and agreed that this Letter of Understanding regarding teacher evaluation will remain in effect for the 1994-95 and 1995-96 school years.
2. During the 1994-95 and 1995-96 school years the evaluation instrument which is attached to this Letter of Understanding will be used for all tenure teachers who are scheduled for an in-depth evaluation.
3. Any teacher who is put on an in-depth evaluation for the 1994-95 and/or the 1995-96 school years pursuant to the provisions of paragraph 230 of the contract will continue to be evaluated in the manner prescribed by the collective bargaining agreement. The form in use during the 1989-90 school year will be used for such evaluation.
4. During the 1994-95 and 1995-96 school years probationary teachers will continue to be evaluated in accordance with the provisions of paragraph 239 of the collective bargaining agreement. The form in use during the 1989-90 school year will be used for such evaluations.
5. In the years that teachers are not up for an in-depth evaluation they will not be evaluated. However, administrators will conduct observations to highlight areas of strength or need as appropriate and work with teachers on improving instruction.
6. In September of each year, all principals and directors who have evaluation responsibilities will meet with the tenure teachers under their supervision who are to be evaluated during the 1994-95 and 1995-96 school years and review with them the instrument, criteria and procedures to be used in the evaluation.
7. The criteria to be considered are:
 - Promotes Achievement; Promotes Personal Growth of Students; Uses Quality Processes;
 - Manages Student Behavior Fairly and Effectively; Uses Sound Evaluation Procedures;
 - Implements Curriculum; Prepares and Organizes Effectively; Is Knowledgeable in Area of Responsibility; Contributes to School and Departmental Activities; Communicates Effectively with Parents; Observes Professional Ethics and Follows Established Procedures.
8. The evaluator shall make a minimum of three observations or shall complete an equivalent evaluation activity if the individual is not a classroom teacher.
9. To indicate that evaluation is used to improve instruction, previous notification of an ongoing problem is necessary before a reference to the problem (s) is made a part of the tenure teacher's evaluation. This notification shall identify the problem and the expected course of action by the teacher. Adequate time must be given to rectify the problem. This notification shall be provided for the teacher as soon as possible, but no later than 30 calendar days before the written evaluation is completed. The notification may be given through the issuance of an Interim Evaluation Report.

10. On the evaluation instrument the evaluator has the responsibility to complete Part I while the teacher has the responsibility to complete Part II. By May 1 of each year, the evaluator and teacher will prepare and exchange drafts of their respective sections. Each party will also give thought to Part III (Considerations for Future Development) in preparation for the May conference.
11. During the month of May the evaluator and teacher will meet to discuss the drafts and work out the details of Part III (Considerations for future development.) Considerations for future development shall be defined as areas of focus and suggestions for professional growth; these shall not include specific projects or assignments. If the parties are in disagreement on Part III each shall submit a position statement. The final evaluation document shall be completed no later than May 31.
12. In the "Overall" category, one box only will be checked.
13. It is understood that it may be necessary to attach additional sheets to complete Parts I, II, and III.
14. It is understood that the new process will not extend beyond the 1995-96 school year unless there is mutual agreement between the Board and Association to do so.

EVALUATION OF PROFESSIONAL EFFECTIVENESS

Name _____

Evaluator _____

Building _____

Date _____

The purpose of the evaluation process is to regularly assess the performance of the professional staff in order to foster self-improvement, increase the effectiveness of instruction, and fulfill the provisions of the collective bargaining agreement. It also supports and enables the individual's continuous development of professional effectiveness.

OVERALL

Effective Performance Strengthening Needed as Indicated Ineffective Performance

(TO BE COMPLETED BY EVALUATOR)

I. Highlights of last evaluation and summary of professional effectiveness with examples.

(TO BE COMPLETED BY EVALUATEE)

II. Summary of professional effectiveness

(MUTUAL AGREEMENT/RESPONSE)

III. Considerations for future development

EVALUATOR

EVALUATEE

DATE

DATE

APPENDIX H

AVERAGE CLASS SIZE HIGH SCHOOL LEVEL 1975-1976

SUBJECT	NORTH HIGH SCHOOL	SOUTH HIGH SCHOOL
ART	27.1	27.4
BUSINESS ED	28.7	29.1
ENGLISH	27.2	26.2
FOREIGN LANG.	24.2	25.1
LIFE SKILLS/HEALTH	26.3	28.6
INDUSTRIAL ED.	23.0	25.9
MATH	26.7	26.2
PERFORMING ART	44.0	54.7
PHYSICAL ED.	38.2	41.8
SCIENCE	26.4	26.9
SOC. STUD.	29.1	25.8

AVERAGE CLASS SIZE MIDDLE SCHOOL LEVEL 1975-1976

SUBJECT	BROWNELL MIDDLE SCHOOL	PARCELLS MIDDLE SCHOOL	PIERCE MIDDLE SCHOOL
ART	26.2	25.3	26.8
ENGLISH	29.1	26.5	27.9
FOREIGN LANG.	26.4	27.6	25.0
HOME ECONOMICS	22.7	26.6	27.2
INDUSTRIAL ART.	26.5	32.0	27.6
MATHEMATICS	27.3	26.6	27.1
MUSIC	36.9	45.3	38.6
PHYSICAL ED	26.7	33.4	25.0
SCIENCE	28.5	26.5	27.6
SOCIAL STUDIES	27.0	27.7	28.2

AVERAGE CLASS SIZE ELEMENTARY LEVEL 1975-1976

CLASS	ENROLLMENT
KINDERGARTEN	21.6
GRADE 1	24.4
GRADE 2	25.8
GRADE 3	25.7
GRADE 4	27.2
GRADE 5	27.3
OVERALL	25.25

APPENDIX I

LETTER OF UNDERSTANDING

Elementary Computer Curriculum

In the acknowledgment of the unique nature and greater challenge presented by the implementation of the K-5 portion of the Computer Curriculum, the Board wishes to support the process by the provision of additional resources. Accordingly, we are proposing the following:

For 2001-2003:

- A. Deploy 3.5 FTE teachers on temporary assignments from August, 2001 to June 30, 2002 and 2.0 FTE teachers from August, 2002 to June 30, 2003 to provide the following services:
 - Develop integrated computer/content units in core areas (language arts, math, science, and social studies) in all grades. The number of units per grade is dependent upon the number and complexity of benchmarks for a given grade.
 - Teach and coach teachers using a variety of strategies that support high quality staff development.
 - Model and teach students the computer lessons with the collaboration of the classroom teachers.
- B. Provide intensive staff development for elementary teachers in the skills needed to support the new curriculum by devoting some of the elementary staff development half-days and multi-sites to that purpose.
- C. Create an additional support document delineating curriculum benchmarks by grade level and showing parallel benchmarks in the grades below and after. The GPEA will encourage its members to participate in the development of computer instructional lessons.
- D. Teachers will not be evaluated on the implementation of the new Computer Curriculum during the 2000-2002 school years. However, implementation of other previously instituted computer elements of curriculum (e.g. School Vista, keyboarding, Timeliner, etc.) are subject to the evaluation process.

For 2002-03, 2003-04:

- E. All classroom teachers are expected to teach and integrate the Computer Curriculum with model lessons as provided in A.
- F. Staff development opportunities for teachers in computers and in the integration of instruction will be continued.
- G. Teachers on temporary assignment and/or the district Technology Specialist will continue to support teachers in the implementation of the Computer Curriculum.
- H. No direct instruction of students by the district Technology Specialist and/or teachers on temporary assignment will take place, except perhaps in the case of new teachers.
- I. The GPEA will continue to encourage its members to participate in the development of computer lessons.
- J. Any reduction with Computer Integrator staffing will be based on seniority.

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