



**MASTER AGREEMENT  
2018—2019**

*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**

**2018 – 2019  
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THIS AGREEMENT entered into as of the 23rd day of July, 2018, 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 2017-2018; 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 District asserts and the Association recognizes that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, certain provisions of the parties' previous collective bargaining agreement (2009-13) will not be applicable to bargaining unit members whose employment is regulated by the Michigan Teacher's Tenure Act, but these provisions will continue to apply and be in effect for those



bargaining unit members whose employment is not regulated by the Michigan Teacher's Tenure Act. Such provisions relating to layoff and recall, placement/assignment, evaluation, discipline/discharge and merit pay are now prohibited subjects of bargaining that will be determined by the District and established by the Board subject to existing law. Such provisions, which the District has specifically identified below, shall be identified by being italicized in the parties' 2017 to 2018 agreement, and shall not apply to those bargaining unit members whose employment is regulated by the Michigan Tenure Act for the reason stated above:

(2a) Paragraphs 74-90; 105; 108; 185; sentences 4-9 in 218, 231 through 235; 242; 261 through 270; last sentence in 271 and 273; 307 through 329; 333 through 340; the first sentence in 341e; 342; 347 through 353; 355 through 359; 361 through 363; the third sentence in 428; the second sentence in 441; 443 and 444; and Appendix G Letter of Understanding on Evaluation.

(3) The parties disagree as to the future consequences of a change in the law regarding these italicized contract provisions that address matters that are currently prohibited subjects of bargaining. The Association's position is that these italicized contract provisions would automatically apply to bargaining unit members whose employment is regulated by the Michigan Tenure Act; the District's position is that these italicized contract provisions and their application to such bargaining unit members would be subject to bargaining, and would not apply absent the parties' agreement.

(4) 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".

(5) 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***

(6) 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:

(6a) 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.

(6b) 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.

(6c) 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.

(6d) 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 meet with teachers in the development of such 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.

(6e) 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 meet with teachers in the development of such rules and personnel policies. 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.

(6f) 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.

(6g) 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.

(6h) None of the foregoing rights shall be exercised in such a manner as to conflict with any other express provision of this agreement.

(6i) 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 6d and 6e hereof).

(6j) 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.

(6k) 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*

(7) 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, religion, color, national origin, marital

status, age, gender, disability, height, weight, political activities, sexual orientation, or membership or participation in the Association or any other employee organization.

(8) The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, religion, color, national origin, sex, age, gender, disability, 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.

(9) 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***

(10) 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:

(10a) 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.

(10b) Teachers (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 work assignment(s) including NCLB Highly Qualified requirements for all core academic assignments. Failure to have or keep such certificate(s) and qualification(s) per NCLB shall invalidate the contract of any teacher. For purposes of transfer and recall, a school counselor endorsement is understood to be the required qualification.

(10c) To the extent possible, only teachers who possess the highest qualifications, as determined by the Board, shall be given consideration for employment.

(10d) 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.

(10e) All persons assisting in the educational process shall be under the direct supervision of a teacher or an administrator.

(10f) 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 formed a committee whose primary purpose was to assist teachers in becoming highly qualified in compliance with State and Federal regulation. Portfolio guidelines were established. 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. In the event that a future portfolio committee shall be needed for review, a similar process will be followed.

(10g) This paragraph does not apply to positions which are not covered by the ESEA.

(10h) In the event that the laws are repealed or amended so as not to require the concept of “Highly Qualified”, paragraphs 10f-10h shall be void.

## **ARTICLE VI**

### ***RIGHTS OF THE ASSOCIATION***

#### **ACCESS TO BOARD INFORMATION**

(11) 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.

(12) 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.

(13) 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**

(14) 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.

(15) 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.

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

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

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

#### **PAYROLL DEDUCTIONS**

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

(19a) Hospitalization insurance rider premiums

(19b) Grosse Pointe Foundation for Public Education

(19c) Michigan First Credit Union

(19d) 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)

(19e) United Foundation contributions

(19f) Michigan-NEA Retirement Program (MEA-R)

(19g) 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. In the event that the state legislation allows PAC contributions, the Board will deduct PAC contributions upon the written authorization of the teacher.

(20) 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 have been established by the Business Office.

(21) 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.

(22) The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. In complying with the IRS regulations regarding 403(b) and 457(b) plans, the Board has sought and will continue to seek input from the Association regarding the 403(b) and 457(b) plan document and any third party administrator (TPA) adoption agreement.

(23) The parties further agree that:

1. All existing vendors will be maintained under the plan to the extent possible.
2. Vendors will not be charged a fee for administration of the plan.
3. Members will not be charged a fee for administration of the plan.
4. Member contributions will be electronically transferred to the designated vendor within twenty-four hours.
5. No limit will be placed on the number of agents per vendor.
6. Members shall be able to make changes in the investment portfolio.

7. The plan shall allow for:
  - a. Employer contributions if mutually agreed upon herein.
  - b. "Catch-up" contributions as defined by the IRS.
  - c. Emergency or hardship withdrawals under restrictions agreed upon by the parties and included within the plan
  - d. Ability of the employees to request and receive a loan as appropriate under the 403(b) regulations.
  - e. Acceptance of contributions from monies generated by liquidation of another plan (i.e. rollovers).
  - f. An enrollment period that allows participating employees the ability to make changes in their status within the plan.
  - g. Regular communication from the plan administrator as to important dates, mandated changes, and any legal limitations placed on the plan and/or its administration.
  - h. Eligibility for all members to participate in the plan.
  - i. The plan will be administered by a TPA with a certificate of authority issued by the State of Michigan, Department of Labor and Economic Growth.

(24) Participating companies shall be ASPire Financial Services, AXA Equitable Life Insurance, Consolidated Financial Corporation, Fidelity Investments, Lincoln Financial Group, Lincoln Investment Planning Inc, Michigan Education Association Financial Services (Paradigm), The Hartford Insurance Company and VALIC.

### **RELEASED TIME FOR CONTRACT NEGOTIATIONS**

(25) 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.

(26) 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.

(27) 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**

(28) 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**

(29) 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.

(30) 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.

(31) 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.

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

### **BOARD AGENDA ITEMS**

(33) 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 posted on the district website providing for the Association to review 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 the board members receive their copies. A copy of the minutes of each regular Board of Education meeting must be provided to the Association within five (5) business days of the meeting.

(34) A copy of the Board packet must be provided to the Association the Friday immediately preceding the Board meeting.

### **ASSOCIATION BUILDING REPRESENTATIVES**

(35) 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***

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

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

(37a) All applications for approval for such work shall be forwarded by the designated building administrator to the Department of Curriculum, Instruction and Assessment and to the Association.

(37b) When it is deemed appropriate by the teacher applicant, the principal, and the Department of Curriculum, Instruction and Assessment, 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 paragraphs 417-417b)

(38) 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.

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

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

## **ARTICLE VIII**

### ***GRIEVANCE PROCEDURE***

#### **DEFINITIONS**

(41) 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.

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

#### **GENERAL PRINCIPLES**

(43) 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.

(44) 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.

(45) 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.

(46) 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.

(47) 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.

(48) 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.

(49) 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.

(50) 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.

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

(52) 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.

(53) 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.

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

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

(55a) Failure to re-employ, the demotion, or the termination of the services of any probationary teacher or

(55b) 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

(55c) 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**

(56) 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**

(57) 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 in hard copy or electronically. Such notice shall be filed not later than five (5) days after being informed of the decision required under Paragraph 56.

(58) 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**

(59) 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.

(60) 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.

(61) 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**

(62) 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**

(63) 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 thirty (30) calendar 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).

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

(64a) 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.

(64b) 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.

(64c) 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.

(64d) 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.

(64e) 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.

(64f) 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**

(65) 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.

(66) 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.

(67) 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.

(68) 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 6d hereof.

(69) 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.

(70) 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.

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

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

(73) 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**

(74) *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 and NCLB qualification(s).*

(75) *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.*

(76) *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 Student Services Department. A transfer shall mean a change in school.*

(77) *After publication and posting of teaching assignments for the forthcoming year (as defined in paragraph 75 hereof) and for the purpose of this Article, the term vacancy shall be defined to include a new position and/or existing position which exceeds the number of teaching positions filled by these posted teaching assignments as determined by the tentative master schedule.*

(78) *In filling a posted vacancy that exists for the forthcoming year, the Board shall consider the professional qualifications, attainments, and other relevant factors of all applicants within the school district. All internal candidates with at least two (2) full years of employment with the district, who meet the qualifications for the position, that apply will be granted an interview. If no qualified, internal teachers (with at least 2 years of employment with the district) apply and/or are selected by administration for said vacancy, then qualified teachers from the recall list will be used to fill the vacancy in order of seniority. If there are no qualified teachers on the recall list, said vacancy may be publically posted and outside applicants may be considered through the Board's existing employment policy. Moreover, a full time teacher shall be eligible to transfer after two (2) full years of employment with the school district, provided he/she has received effective performance evaluations during this period.*

(79) *All existing references to vacancies, transfers (voluntary, involuntary), assignments, and recall to positions, etc. in the contract are reconstituted in vivo to be consistent with language (e.g. paragraphs 351, etc).*

(80) *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.*

(81) *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**

(82) *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.*

(83) *Consistent with Board policy and practice, the Board agrees to post any TOSA or EPED positions as they arise and will provide an interview for any GPEA members who apply for said positions.*

(84) *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.*

(85) *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**

(86) *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. The Board will post any vacancies on its web site, and notify all GPEA members by electronic mail through the @gpschools.org system. GPEA members are expected to monitor electronic postings on a weekly basis in order to apply for newly posted positions. If a member is hospitalized or otherwise unable to apply possibly due to travel outside the normal range of electronic communication, or for any other circumstances, an application by proxy of any duly elected or appointed officer of the GPEA Executive Board is considered as same from the member.*

### **INVOLUNTARY TRANSFER OR REASSIGNMENT**

(87) *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.*

(88) *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.*

(89) *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**

(90) *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**

(91) The private and personal life of any teacher is not within the appropriate concern or attention of the Board, subject only to Paragraphs 317e and 317f. 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 301-304f hereof.

### **PERSONAL PROPERTY OF TEACHERS**

(92) 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.

(93) 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.

(94) 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**

(95) 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.

(96) 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)**

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

(97a) 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.

(97b) 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.

(97c) Nothing herein shall prevent the district from complying with all requirements of the FOIA law.

### **REVIEW OF PERSONNEL FILE**

(98) 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).

(99) 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.

(100) 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.

(101) Unsigned letters or anonymous complaints shall not be included in the personnel file.

(102) 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.

(103) 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 261-269 of Article IX hereof.

(104) 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.

### **TEACHER ASSIGNMENT TO ADMINISTRATIVE DUTIES**

(105) *Subject to Article XVI 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**

(106) 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.



(107) Teachers shall not be required to assume the responsibilities of absent teachers except in short-term emergencies which include 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.

*(108) 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**

(109) 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.

(110) 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.

(111) 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.

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

(113) 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.

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

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

## **VISITING DAY**

(116) 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.

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

## **ARTICLE X**

### ***LEAVES OF ABSENCE***

#### **GENERAL LEAVE**

(118) 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**

(119) 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**

(120) 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.)

(121) 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**

(122) 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:

(122a) February 15 for leaves beginning with the ensuing school year.

(122b) 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**

(123) 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.

(124) 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**

(126) 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.

### ***SHORT TERM LEAVES BEYOND THE CONTROL OF THE TEACHER***

#### **COURT APPEARANCE**

(127) 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**

(128) 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**

(129) Conference leave with pay shall be provided as stipulated in Paragraphs 109-115 hereof.

#### **LEAVE FOR DEATH IN THE IMMEDIATE FAMILY**

(130) Leave with pay for up to five (5) days will be granted because of death in the immediate family or spouse's immediate family; days may be taken nonsequentially.

(131) Immediate family shall mean: parents, grandparents, siblings, child, stepchild grandchild, spouse and stepparents.

(132) At the discretion of the superintendent, additional days may be granted for other people or extenuating circumstances.

### **SPECIAL LEAVE**

(133) 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.

### ***SHORT TERM LEAVES SUBJECT TO LIMITED CONTROL OF THE TEACHER***

(134) The following is effective August 2013:

(135) For the purpose of using Personal Illness, Family Illness, Personal Business and Funeral of a Non-Immediate Family Member, members of the GPEA are categorized as being in one of the following categories:

(135a) Non-Vested – Non-Vested GPEA members are who have not been with GPPSS for four full years.

(135b) Vested – Vested GPEA members who have been with GPPSS for four full years or more.

### **PERSONAL ILLNESS (previously Sick Leave)**

(136) For purposes of Personal Illness, 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.

### **FAMILY ILLNESS**

(137) Paid leave 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. Immediate family for this purpose shall mean: grandparents, parents, siblings, child, spouse, stepparents and stepchildren.

### **PERSONAL BUSINESS (previously Personal Leave)**

(138) Teachers may use up to two (2) days annually of their Individual Leave Bank for Personal Business. It is agreed that personal business 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. Personal business days are not intended for casual or indiscriminate use. It is not permissible to use personal business days for: recreational or sporting events (hunting, fishing, athletic contests of all kinds), shopping, job hunting, vacation, and other employment of any kind. Normally, personal business leave applications shall be processed a minimum of two school days before the leave occurs, however, circumstances may arise that do not permit the teacher the opportunity to provide two (2) day advance notice. When requesting a personal business day teachers shall provide the reason for the absence (as defined

above). In the event administration needs further clarification, the teacher shall provide such clarification as requested.

### **FUNERAL OF A NON-IMMEDIATE FAMILY MEMBER**

(139) Leave to attend the funeral of a non-immediate family member. For the purposes of this category immediate family member is defined as parent, grandparents, siblings, child, grandchild, spouse and step-parents of either the employee or their spouse.

### ***VESTED MEMBERS OF THE GPEA ONLY***

### **INDIVIDUAL LEAVE BANK**

(140) Each teacher will be provided 12 days at the beginning of the school year an individual leave bank. Days in this bank may be used for personal illness, family illness, personal business (maximum of two per year) and the funeral of a non-immediate family member. While a teacher is using days from their Individual Leave Bank they will be paid their regular rate of pay.

### **INDIVIDUAL ROLL BANK**

(141) Each vested teacher shall be provided an Individual Roll Bank for their use for Personal Illness absences in a school year once their Individual Leave Bank has been depleted. When using their Individual Roll Bank a teacher may be required to provide a copy of a doctor's note substantiating that the medical condition prevents the teacher from being at work.

(142) Teachers may use their Individual Roll Bank days for absences that exceed their provided number of Individual Leave Bank (10 or 12 days depending on the year) through their 29<sup>th</sup> day being absent. Once a teacher is absent more than 29 days in a year they may not use Individual Roll Bank days even if they have Individual Roll Bank days remaining in their personal account.

### **ADDITION OF DAYS TO ROLL BANK**

(143) Days will be added to the Individual Roll Bank on an annual basis using the following formula:

(143a) Number of days remaining in the teacher's Individual Leave Bank from the previous year divided by 3. All amounts less than .5 will be rounded down to the next whole number.

(143b) Each vested and non-vested teacher will receive one additional Personal Roll Bank day annually in addition to any roll bank days received due to the roll over provision that typically populates Personal Roll Banks.

### **SHORT TERM DISABILITY PLAN FOR VESTED TEACHERS**

(144) The district shall create and fund a self-funded Short Term Disability plan for vested teachers. This plan will be administered by a 3<sup>rd</sup> party of the district's choice. Teachers will only be eligible to use the Short Term Disability plan for their own personal illness defined as when they are unable to perform

the material and substantial duties of their own occupation because of sickness or injury, and are under the regular care of a doctor.

(145) Teachers may receive compensation from the Short Term Disability plan starting with their 25<sup>th</sup> day of absence of the school year through a maximum of their 90<sup>th</sup> day of absence. Absences starting with their 91<sup>st</sup> day of absence shall be covered by the district LTD plan.

(146) Upon the 25<sup>th</sup> day of absence from the district the teacher shall be provided 66 2/3rds of their daily rate up to \$290 per day whichever is smaller. (Teachers shall not be responsible for the cost of their sub when on the Short Term Disability program.) Compensation through this plan will be paid through the 3<sup>rd</sup> party administrator. Compensation through this plan is not considered compensation by the Office of Retirement Services and will not be subject to MPERS.

(147) For the purpose of computing a teacher's daily rate the teacher's base salary will be used.

(148) The following is an example intended to illustrate the effects above:

Betty Smith is a vested teacher who had started the 2017-18 school year with 16 days in her Individual Roll Bank.

Betty experienced the following absences:

September 14 & 15 (2 days)	Personal Illness from Individual Leave Bank
October 12-14 (3 days)	Family Illness from Individual Leave Bank
January 10 (1 day)	Personal Business from Individual Leave Bank

On February 1<sup>st</sup> Betty suffers a medical condition that prevents her from attending work for 45 work days.

Betty elects to reserve 3 of her Individual Leave Bank days so that they would be available to her upon her return from work. (She could have reserved up to 6 days from her Individual leave Bank.)

For the first 3 days of the absence Betty uses her Individual Leave Bank days

For absences number 4 – 19 (16 days) Betty uses her Individual Roll Bank days.

For absences 20 – 24 she moves to 'unpaid status' and receives no compensation for these days.

For absences 25 – 45 Betty is compensated via the 3<sup>rd</sup> party administered Short Term Disability plan at a rate of 66 2/3rds of her daily rate or \$290, whichever is less.

## **PART TIME TEACHERS**

(149) When using days from their Individual Leave Bank, Individual Roll Bank or the Short Term Disability Plan part-time teachers will be awarded and will use a fractional day equal to their current FTE.

(150) The following is an example intended to illustrate the effects above:

During the 2017-18 school year Barbara Smith is a .5 FTE vested teacher with 8 days in her Individual Roll Bank to start the school year.

Barbara becomes ill on October 1<sup>st</sup> and per her doctor's orders she must miss 3 weeks (15 days) of work.

Barbara uses her Individual Leave Bank days (12 days times her FTE of .5) for the first 12 half days of the absence. After these 12 half days her Individual Leave Bank is exhausted. She uses 3 half days or 1.5 total days of her available Individual Roll Bank days to provide her compensation (these days will be paid at her daily rate). Upon her return to work she has no days in her Individual Leave Bank and 6.5 days in her Individual Roll Bank.

### **NON-VESTED MEMBERS OF THE GPEA**

(151) While in the first four years of employment in GPPSS teachers shall be provided 10 days in an Individual Leave Bank. During the first 4 years in the district, the teacher shall have full roll into their Individual Roll Bank. During the first 4 years of employment, a teacher may access their own Individual Roll Bank for personal illness. Upon commencing employment with the district, the teacher may elect to purchase access to an employee paid short term disability program offered by a 3<sup>rd</sup> party provider.

(152) After 4 full years of employment a teacher shall be considered vested for personal leave.

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

(153) The Board will grant up to twelve (12) weeks of unpaid 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 possible. Proper certification of the reason for the leave must be provided. An employee will be required to use all available leave time (i.e., sick leave, personal leave, etc) in addition to 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 or to a similar position.

(154) Consistent with the U.S. Department of Labor's interpretation of the intent of FMLA in regards to job restoration, when FMLA is used for the basis of a leave, the district will award seniority as if the employee were present for its duration. The Board, aided by the Association, will make every effort to ensure that all affected employees are made whole in regards to lost seniority for any FMLA leaves taken since the law's enactment in 1993. In so doing, the Association will hold the District harmless for its failure to do so previously.

(155) If teachers are eligible for FMLA, time will be counted towards the maximum amount of FMLA leave beginning on the day of the teacher's first absence from work for a FMLA eligible condition.

### **PREGNANCY RELATED DISABILITY**

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

(156a) The teacher shall inform the Board within a reasonable time after she has confirmation of her pregnancy.

(156b) 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.

(156c) The teacher shall be eligible for personal illness leave at the time she becomes disabled as certified by her physician.

(156d) 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 for non-FMLA eligible employees or up to twelve (12) weeks of unpaid leave in accordance with FMLA, or

(2) A general unpaid leave of absence lasting the remainder of the school year.

(156e) 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.

(156f) 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.

(156g) 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 (156).

### **PATERNITY LEAVE**

(157) Teachers may use their Individual Leave Bank for the purposes of paternity leave.

### **ADOPTION LEAVE**

(158) Female teachers who are in the process of permanently, legally adopting a child may use available Individual Leave Bank Days and Roll Bank Days for the purpose of bonding with the new child. Teachers may not use the Short Term Disability program for this purpose. Male teachers may use Individual Leave Bank days for the process of permanently, legally adopting a child.

(159) Teachers continue to have their rights under the FMLA for adoption purposes.

### **SHORT TERM LEAVE BENEFITS**

(160) If benefits are payable in a succeeding school year, such benefits shall be based on the base salary in effect at the time of disability.



(161) Short Term 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 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.

(162) Teachers absent for a work for an absence eligible for Worker's Compensation payments will receive their full pay (salary and longevity) through qualifying for LTD. If a teacher is found eligible for Worker's Compensation payments, any Individual Leave Bank or Roll Bank days used by the teacher for that absence reason will be restored.

(163) The teacher shall be eligible for Board Paid insurance coverage (health, dental and vision) while using Individual Leave Bank days, Individual Roll Bank days or Short Term Disability coverage. The teacher will be responsible for paying the employee portion (20%).

(164) 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.

(165) Short Term Leave Benefits —In the event of resignation from the professional staff accepted by the Board, eligibility for Individual Leave Bank or Individual Roll Bank leave shall cease on the last day of regularly assigned duties.

(166) The Board has purchased an insurance contract providing Long Term Disability Insurance for all teachers with a minimum of two years of service in GPPSS. Short Term 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.

(167) 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.

(168) Short Term Leave Benefits shall terminate in any event at the expiration of 90 consecutive paid contract 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.

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

(170) 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.

(171) As soon as possible a teacher shall notify their supervisor or the automated attendance reporting system of a short term leave absence. Every effort shall be made by the teacher to notify the district as soon as possible of an impending absence.

(172) During the period of absence the Board may require examination by its physician at Board expense.

(173) When a teacher is ready to return after using Individual Roll Bank days 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.

(174) 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.

(175) Teachers on Short Term Leaves of Absence (to a maximum of 90 days) shall not lose eligibility for advancing on the salary schedule during the period of such leave.

(176) SUBSTANTIATION OF ABSENCE—When a teacher is unable to substantiate the necessity of Personal Illness 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 Personal Illness Absence, absence from duties in such cases shall be deemed an unexcused absence and subject to pay deduction as well as to other disciplinary action.

(177) 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.

(178) Where it has been determined by the Board that the "short term leave of 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.

## **GENERAL LEAVE PROVISIONS**

(179) 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.

(180) Teachers on personal illness leave (to a maximum of 90 days) and other approved short leaves shall not lose eligibility for advancing on the salary schedule during the period of such leave.

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

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

(183) 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 184 and 185.

(184) 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.

*(185) 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.)*

(186) 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.

## **ARTICLE XI**

### ***TEACHING CONDITIONS***

#### **ACADEMIC FREEDOM**

(187) 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.

(188) 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.

(189) 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.

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

#### **PHYSICAL ENVIRONMENT**

(191) 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.

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

(193) 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.

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

(195) 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.

(196) K-12 curriculum committee will meet in the 2010-2011 school year to establish guidelines. Per outcome of the committee recommendations, the GPEA President and the Deputy Superintendent of Human Resources will meet to discuss and establish a letter of understanding to consider and agree to the removal of paragraph 195.

(197) 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.

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

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

## **SCHOOL CALENDAR**

(200) The attached 2018-2019 calendar (APPENDIX A) will be implemented. This calendar is designed to meet all State of Michigan minimum clock hour and instructional day requirements including a shift to 180 days of student instruction. This calendar represents no substantive changes in days or professional responsibilities relative to the 2017-2018 school year.

(200a) While the majority of the calendar is similar to prior calendars the following are key changes:

- The December break will be reduced to 7 school days.
- Parent/Teacher conferences at the MS and HS levels in the spring will be reduced to one evening commitment rather than two evening commitments.
- Parent/Teacher Conferences at the ES level will include 9 hours of conferences (15 minute conferences) with one block in the afternoon and two in the evening in both the fall and spring. ES teachers will receive a PM ½ day release day in recognition of their parent/teacher conference schedule.
- Several full days of either PD or conferences are being converted to ½ days of student instruction to increase the number of instructional days to 180 days of student instruction.

(201) 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 professional development days, and record days which may occur at mid year and the close of the school year.

## **EMERGENCY CLOSING OF BUILDINGS**

(202) 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.

(203) 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.

(204) Radio, school website, 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.

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

### **THE SCHOOL DAY**

(206) 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.

(207) 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**

(208) 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.

(209) 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.

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

(211) 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**

(212) 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 (50) minutes.

### **TEACHING ASSIGNMENT—SECONDARY SCHOOL**

(213) 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. Teachers will be assigned to a tutorial unless there is a mutual agreement to an alternative assignment which might include resource centers, tutoring centers, assistance for support courses, instructional technology support, or short term department curriculum work. Other assignments may be added that are mutually agreed upon by the Administration and the Association. 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.

(214) To better support students, the duties of high school teachers assigned a tutorial shall include:

(214a) To take attendance.

(214b) To consult weekly with each student regarding his/her general academic progress, including grades in classes.

(214c) To actively manage the tutorial period in order to create an environment that is academically focused for all students.

(214d) To provide tutoring (when possible) and academic support to students both in the teacher's specific tutorial, as well as students sent to that tutorial by other teachers (to take advantage of the teacher's expertise in a particular discipline).

### **TEACHING ASSIGNMENT—MIDDLE SCHOOLS—ADVISOR/ADVISEE**

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

(216) If a seven (7) period/segment day is in effect at the Middle School, the configuration will be:

(216a) 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.

### **TEACHING ASSIGNMENT – HIGH SCHOOL**

(217) The following describes compensation for class assignments at the High School level under the current 7 period high school schedule:

(217a) A teacher who teaches 5 teaching periods shall continue to be assigned a tutorial or professional duty as described in paragraph 214.

(217b) A teacher who is assigned less than 5 teaching periods shall be compensated at the rate of  $1/6^{\text{th}}$  (.17) of their scheduled salary for each class or tutorial/professional responsibility assigned.

(217c) A teacher may not be involuntarily assigned a 6<sup>th</sup> teaching period.

(217d) In the event a teacher volunteers to teach a 6<sup>th</sup> teaching period and a tutorial he/she shall be compensated at the rate of an extra  $1/6^{\text{th}}$  (.17) of their scheduled salary.

(217e) A teacher who voluntarily teaches 6 classes and no tutorial (therefore they have a prep) shall be compensated at the rate of an extra .13 of their scheduled salary.

(218) The following examples illustrate the items above:

A teacher who teaches 3 class periods and no tutorial shall be compensated at 3/6ths or .5 FTE.

A teacher who teaches 3 class periods and one full tutorial or professional responsibility shall be compensated at 4/6ths or .67 FTE.

A teacher who teaches 6 class periods and a tutorial shall be 7/6ths or 1.17 FTE.  
*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.*

(219) 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**

(220) 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**

(221) 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.

### **PROFESSIONAL LEARNING COMMUNITY (PLC)**

(222) A Professional Learning Community (PLC) is a collaborative professional development process that recognizes the importance of input from teachers in their own area of expertise in curriculum and professional development issues. PLCs are intended to move a school toward its mission and vision of improving student learning. It is understood that the following would best describe the intent of the PLC as an analysis of data to develop effective strategies to improve student learning and/or improve student behavior according to designated school improvement initiatives. The days are planned by teacher teams in collaboration with principals with reports provided to principals.

### **ELEMENTARY CONFERENCE—EXCESS LOADS**

(223) 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**

(224) 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.

(225) 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**

(226) 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.

(227) 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.

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

### **CLASSES TAUGHT VIA TECHNOLOGY**

(229) 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**

(230) 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)**

(231) *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.*

(232) *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.*

(233) *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.*

(234) *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.*

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

### **PART TIME EMPLOYMENT**

(236) 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**

(237) 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.

(238) 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.

(239) Teachers shall attend Back-to-School nights unless specifically excused by the building principal or supervisor. Teachers will not be required to attend more than three (3) additional outside of the school day events where staff are needed to attend and support such events. Such events may include, but are not limited to, PTO meetings, concerts, and/or other events. Administrators will post co-curricular and parent attended evening events where staff are needed to attend and support such events within the first ten (10) days of school when possible or within ten (10) days prior to the scheduled event. When a teacher has been requested to attend an event beyond the four (4) listed previously, the teacher will be offered compensatory time or remuneration at the EPED intramural rate for supervisory responsibilities at student social functions, such as dances and games. Compensatory time may be taken on non-student duty days, such as records days and time beyond the scheduled exam/teaching period. Upon teacher request, he or she may use a combination of a personal leave day with compensatory time in order to engage in activities which are normally excluded from personal leave consistent with paragraph 138.

(240) Teachers assigned to more than one building shall attend such events/activities 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 shall be awarded compensatory time as described above. 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.

(241) In the event that a teacher is assigned to teach in multiple buildings, administration shall confer with the teacher prior to the end of the first three weeks of the school year to determine if the schedule provided the teacher is appropriate. When reviewing the schedule the teacher and administrator should pay particular attention to the teacher's preparation period time as well as the number of preps they are being asked to teach to ensure that the structure of the teacher's day is consistent with the GPEA Master Agreement. If after meeting with administration the teacher has a concern about his/her schedule the concern should be brought to the attention of GPEA leadership. In the case of middle school, teachers who travel between middle school buildings shall be responsible for an advisory period as the schedule allows.

*(242) Teacher evaluations shall not include any negative comments regarding teacher attendance or participation at school events. Any teacher evaluation documents which include negative comments not related to instruction will be removed from teachers' files in the building or at the Department of Human Resources.*

(243) It is understood that teachers are requested to write letters of recommendation for students completing applications for special programs, scholarships, or for college admissions. In meeting the demands of the requests, teachers (excluding counselors) will be granted one (1) hour of compensatory time for every five (5) letters of recommendation submitted for students. Teachers requesting compensatory time will be required to submit an electronic copy of each letter to his or her supervisor by the end of each semester. Compensatory time may only be used on days or during non-instruction time or in combination with personal leave days as per paragraph 138. Compensatory time must be used in the school year in which it was earned.

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

(245) 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.

(246) 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 Deputy Superintendent or designated representative.

(247) 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**

(248) 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**

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

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

### **FACULTY MEETINGS**

(251) Effective with the 2013-14 school year, teachers shall attend two additional one hour meetings beyond the end of the school day for a total of 14. These meetings shall be a mix of building and district level meetings. Meetings should have an announced topic or purpose which is made available to their staff at least forty-eight (48) hours in advance. If the meeting is deemed unnecessary by administration teachers will observe their regular dismissal time set for the regular school day. The District reserves the right to call emergency meetings to address urgent or unforeseen events.

### **PROFESSIONAL DEVELOPMENT**

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

(253) The GPEA and GPPSS have agreed to form a standing committee of teachers and administrators to annually review the professional development needs of the district and make recommendations regarding professional development opportunities for teachers. This committee shall provide recommendations in the spring for the ensuing school year. This committee shall have a minimum of eight members and be comprised of an equal number of teachers and administrators.

(254) Effective with the 2013-14 school year, one teacher day for the purposes of professional development shall be added to the teacher work year. This day shall be scheduled in the week before Labor Day. This will result in a total of three work days for teachers prior to the school year starting. One of these days shall be made available to the teacher to set up his/her classroom. This 'set-up' day shall not be used by administration for district or school level meetings. The other two work days prior to Labor Day shall be used for professional development.

(255) The Grosse Pointe Public School System reports to the State of Michigan up to 38 hours of professional development as instruction time on an annual basis. In the event the teacher does not attend the required amount of professional development (defined as any hours being used by GPPSS to satisfy the State of Michigan requirement for professional development) the teacher must ‘make up’ this missed professional development prior to the end of the school year. If a teacher is absent from a PD opportunity that is being counted for PD hours with the State of Michigan, they may use other PD time with administrative approval to replace the lost PD hours. If the teacher fails to ‘make up’ the required professional development, the teacher will be docked one hour of pay per hours missed at the curriculum development rate of pay for each hour of professional development not attended or made up. For teachers who have less than a 1.0 FTE assignment, this requirement is prorated by their FTE.

### **RELIEF FROM NON—TEACHING DUTIES**

(256) 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.

(257) 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.

(258) 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.

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

(260) 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**

*(261) 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. Informal evaluations shall be conducted in the interim years in a fashion as yet to be determined by a joint committee of the Board and the Association.*

*(262) 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 261-269 and Letter of Understanding No.1, Appendix G found in this Agreement.*

## **ANNUAL EVALUATION**

(263) *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**

(264) *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.*

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

(266) *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.*

(267) *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.*

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

(269) *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**

(270) *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**

(271) *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.*

(272) 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.

(273) 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.*

(274) 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**

(275) Bargaining unit members who work as mentors shall receive a yearly stipend of \$233.00 in addition to workshop hours for time spent in approved staff development activities. In order to receive compensation as a mentor teacher mentor logs must be submitted to the appropriate office. Further compensation may be authorized by the Director of Human Resources on an as needed basis for complex problems in the mentoring process.

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

## **CLASS SIZE**

(277) 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.

(278) 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 listed in 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.

(279) 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**

(280) 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).

(281) 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.

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

(283) 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.

(284) 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.

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

## **SCHOOL IMPROVEMENT**

(286) 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.

(287) 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.

(288) 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.

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

(289a) SIP participation outside the duty day by the employee is voluntary.

(289b) 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**

(290) 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.

(291) 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.

(292) 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.

(293) 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.

(294) 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.

## **PAY FOR UNUSED INDIVIDUAL ROLL BANK DAYS**

(295) Effective with the 2013-14 school year, teachers will be compensated \$50 per day for each Individual Roll Bank day remaining in their bank upon resignation for the purposes of retirement. (The final year of the employee's service in the district will be added to the final Individual Roll Bank calculation for the purposes of this payout.) This payout will be made into a 403(b) for the teacher.

## **EARLY NOTIFICATION STIPEND**

(296) An eligible teacher who notifies the district prior to March 1<sup>st</sup> of a school year in writing of his/her intent to resign between June 30<sup>th</sup> and August 31<sup>st</sup> and in fact acts upon that intention as described below, shall receive a one-time payment of \$2000 paid directly into the teacher's 403b fund to be paid at the same time that the teacher receives his/her last paycheck. The teacher must meet the following qualification requirements:

(296a) The resignation must be in writing and terminate the teachers employment effective no earlier than June 30<sup>th</sup> of the school year and, and no later than August 31<sup>st</sup> of the school year.

(296b) The resignation must be received in the Office of Human Resources prior to March 1<sup>st</sup> of the school year (that is, by February 28<sup>th</sup> of the school year).



(296c) The resignation must be for the purposes of retirement with ORS. Formal confirmation from ORS of a received retirement notification and application for MPERS retirement benefits may be required by the District at its option.

(296d) The resignation must be in writing and is irrevocable.

(296e) Upon receipt of the resignation per Board Policy 3140 a central office administrator will accept the resignation in writing (which will confirm the resignation), and place the employee's name on the Board Report for acknowledgement by the Board of Education. Confidentiality of resignation cannot be guaranteed.

### **STUDENT GRADES**

(297) 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 student's grade the teacher will determine the final outcome, in accordance with Board policy.

## **ARTICLE XII**

### ***PROFESSIONAL RESPONSIBILITY***

(298) 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.

(299) 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.

(300) 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**

(301) 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**

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

(302a) "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."

(302b) "Shall not deliberately suppress or distort subject matter for which he/she bears responsibility."

(302c) “Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.”

(302d) “Shall not on the grounds of race, color, religion, creed, age, sex, weight, gender, height, marital status, disability, political activities, sexual orientation, membership or participation in any organization, or national origin exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.”

(302e) “Shall not use professional relationships with students for private advantage.”

(302f) “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.”

(302g) “Shall not tutor for remuneration students assigned to his/her classes.”

### **OBLIGATION TO THE PUBLIC**

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

(303a) “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.”

(303b) “Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.”

(303c) “Shall not interfere with a colleague’s exercise of political and citizenship rights and responsibilities.”

(303d) “Shall not use institutional privileges (including school mail services) for private gain or to promote political candidates or partisan political activities.”

(303e) “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**

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

(304a) “Shall apply for or accept a position or responsibility on the basis of professional preparation and legal qualifications.”

(304b) “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.”

(304c) “Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.”

(304d) “Shall not delegate assigned tasks to unqualified personnel.”

(304e) “Shall permit no commercial exploitation of his/her professional position.”

(304f) “Shall use time granted for purpose for which it is intended.”

## **TUBERCULOSIS EXAMINATION AND COMMUNICABLE DISEASE POLICY**

(305) 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.

(306) 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.

## **DISCIPLINE OF PROFESSIONAL PERSONNEL**

(307) *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**

(308) *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.*

(309) *Such notice shall:*

(309a) *Identify the misconduct or deficiency.*

(309b) *State that the notice does not constitute a reprimand.*

(309c) *Indicate expected correction, and*

(309d) *Establish a reasonable period for correction.*

(310) *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**

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

(311a) *Formal reprimand (in writing and identified as such.)*

(311b) *Loss of pay (docking.)*

(311c) *Suspension with loss of pay.*

(311d) *Suspension with pay.*

(311e) *Discharge*

(312) *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**

(313) *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:*

(313a) *Violation of any of the provisions of the Agreement between the Grosse Pointe Education Association and the Grosse Pointe Board of Education.*

(313b) *Violation of any of the policies adopted by the Board of Education.*

(313c) *Violation of any local building rules and regulations which shall be made available in writing to all affected teachers.*

(313d) *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.*

(313e) *Gross inefficiency in the performance of assigned duties.*

(313f) *False statement on application for short leave, or violation of use of authorized leave provisions.*

(313g) *Any conduct which could constitute cause for discharge or suspension without pay of a teacher.*

(314) *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.*

(315) *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.*

(316) *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**

(317) *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.*

(317a) *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.*

(317b) *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.*

(317c) *An intentional false material statement or representation made in his/ her employment application, whenever same may be discovered.*

(317d) *Intentional destruction or theft of property of the Board of Education, a fellow teacher, or a student.*

(317e) *Illegal personal misconduct, including immorality, or assaulting, endangering, or threatening to endanger the person or reputation of any other employee or any student.*

(317f) *Conviction of, or pleading guilty to, a felony charge in any criminal court of record.*

(318) *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.*

(319) *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.*

(320) *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 64 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.*

(321) *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.*

(322) *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**

(323) 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.

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

(324a) During the second and third year of probation, the evaluation procedures found in paragraph 270 and the Teacher Tenure Act shall be followed.

(324b) An Individualized Development Plan was developed in consultation with the teacher.

(324c) Progress toward the IDP was discussed and referenced in the evaluations.

(324d) Failure to follow items 1, 2, and 3 above shall result in a fourth year of employment.

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

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

### **SUSPENSION WITH PAY**

(327) 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**

(328) Any teacher may be subject to loss of pay for unauthorized absences, computed pursuant to Paragraph 394 of Article XV, (any such deduction to be appealable through the grievance procedure set forth in Article VIII hereof starting at step four.)

(329) 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**

(330) 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**

(331) 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.

(332) 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 XIII**

### ***REDUCTION OF PROFESSIONAL STAFF***

(333) *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.*

(334) *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.*

(335) *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, student services, 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.*

(336) *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.*

(337) *Whenever possible, the Board shall develop by April 1 annually, a tentative plan for reduction of staff. The Association will be advised of this plan as soon as it is developed.*

### **LOCAL QUALIFICATIONS**

(338) *A teacher may become locally qualified if all of the following conditions are determined:*

(338a) *The teacher shall have taught one full-time year in Grosse Pointe Public Schools.*

(338b) *The teacher shall hold certification in a specified subject area.*

(338c) *The teacher shall meet NCLB Highly Qualified requirements for all core academic areas.*

(338d) *The teacher shall meet NCA standards.*

(338e) *The teacher shall hold a current satisfactory evaluation.*

(338f) *The teacher shall automatically receive local qualifications after teaching in the Grosse Pointe Public Schools for one year.*

## **CATEGORIES**

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

(340) *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**

(341) Seniority shall mean teaching time in The Grosse Pointe Public School System subject to these conditions.

(341a) 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.

(341b) 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.

(341c) Extended leaves as listed in Paragraph 179 shall not be construed as interruptions in the teacher's term of continuous service and will count for purposes of seniority.

(341d) 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.

(341e) *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.

(341f) 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.

(341g) 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**

(342) *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 179 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.*



## **RETENTION, LOSS OF SENIORITY**

(343) All seniority is lost when (1) there is a voluntary severance of employment, in writing, by the teacher or (2) the teacher is discharged and not reinstated, 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.

(344) 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 351-353) 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**

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

(346) 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**

*(347) 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**

*(348) 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**

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

(349a) *Not fill vacancies with new employees when properly certified and qualified teachers whose positions are to be eliminated are available to fill such vacancies.*

(349b) *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.*

(349c) *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**

(350) *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:*

(350a) *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.*

(350b) *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 87-89 hereof.)*

### **RECALL**

(351) *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.*

(352) *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:*

(352a) *Recalled to a full time position in a single building.*

(352b) *Recalled to a full time position made up of fractional positions in one or more buildings.*

(352c) *Recalled to the largest fractional position, which may be composed of combined fractions in one or more buildings.*

(352d) *Recalled to any remaining fractional position or combination of fractional positions.*

(353) *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**

(354) **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.

(355) *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.*

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

### **GENERAL PROVISIONS**

(357) *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.*

(358) *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.*

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

## **ARTICLE XIV**

### ***SUMMER SCHOOL***

#### **SELECTION OF STAFF**

(360) 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.

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

(362) *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.*

(363) *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**

(364) 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**

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

(366) 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.

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

### **LEAVE DAYS**

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

### **APPOINTMENT OF SUMMER SCHOOL DIRECTORS**

(369) 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**

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

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

(372) 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.

## **ARTICLE XV**

### ***SALARY***

#### **SALARY SCHEDULES**

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

#### **STEP PROGRESSION**

(374) The following plan will be implemented effective upon approval of this contract:

(374a) Teachers on steps will be eligible to advance a step for the following year if their overall evaluation from the previous year is effective or highly effective.

(374b) Teachers on steps who are rated overall minimally effective or ineffective will not be eligible to advance a step in the next school year.

(374c) Teachers already at the maximum of their salary lane will be eligible to stay at that step for the following year if they are rated effective or highly effective.

(374d) Teachers already at the maximum of their salary lane, who are rated overall minimally effective or ineffective, shall be moved one full step lower on the salary schedule for the year after an overall minimally effective or ineffective rating.

#### **RECOGNITION OF ADDITIONAL TRAINING**

(375) 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.

(376) 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.

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

- |     |                |                 |
|-----|----------------|-----------------|
| (1) | 30 to 44 hours | same as M.A.    |
| (2) | 45 to 59 hours | same as M.A.+15 |
| (3) | 60 plus hours  | same as M.A.+30 |

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

(379) 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.

(380) 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.

(381) 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).

(382) 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.

(383) 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.

(384) 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.

(385) 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.

(386) For good cause, and upon prior written approval of the Director of Human Resources, deviations from the above requirements may be granted.

## **INTERMEDIATE LEVELS OF TRAINING**

(387) 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 for the 2009-2010 school year.

(388) Effective July 1, 2010, the following salary lanes for new hires will be BA, BA+20, MA, MA+15, MA+30, MA+45, MA+60. For newly hired teachers with an earned doctorate, they would receive an additional \$1,000 stipend beyond the MA+60 lane and step.

(389) Effective July 1, 2010, there will be a two tiered salary grid. The first tier would continue to remain as established in the 2009-2010 school year for staff hired and working prior to July 1, 2010. Teachers currently on these lanes will be grandfathered but will not move to one of the eliminated lanes (BA+30, MA+10, MA+20, MA+40, MA+50 and doctorate) in the future. For example, a teacher on MA+10 would not move to a new lane until obtaining the necessary coursework credit to move to MA+15. Upon moving to the new lane at MA+15, this employee would now move to the second tier of the salary grid. Any further advancement for this employee would involve meeting the requirements of MA+30.

(390) The second tier salary grid would recognize advancement to the next degree level only for the following degrees: BA, BA+20, MA, MA+15, MA+30, MA+45, and MA+60. Teachers who advance with a doctorate degree would receive an additional \$1,000 stipend beyond the MA+60 degree and step.

(391) A teacher shall receive additional salary, beginning with the succeeding employment year, upon attaining one of the above levels of training.

## **DEFINITION OF BASE SALARY**

(392) For purposes of computing sabbatical leave allowance, death benefits, rate of salary deduction, short term disability, 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 B of the Master Agreement. Base salary does not include long service increments, 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.

## **BASE SALARY 2018-2019 SCHOOL YEARS**

(393) Appendix B will be changed as follows:

(393a) Step A will be eliminated. Step B will now be the lowest step on the salary scale. A new Step 15 will be created. Step 15 will be 1.25% greater than Step 14. A new Step 14.5 will be created. Step 14.5 will be the midpoint between Step 14 and Step 15.

(393b) Step Progression

- For the 2018-2019 school year, each teacher eligible for a step will advance one full step. Teachers on Step 13.5 for the 2017-2018 school year will advance to the new Step 14.5. Teachers on Step 14 for the 2017-2018 school year will advance to the new Step 15.

The following example highlights the above language:

The following are examples of the step progression noted above:

Example A: At the conclusion of the 2017-2018 school year, Tim Smith was on Step 1. For the 2018-2019 school year he would progress to Step 2.

Example B: At the conclusion of the 2017-2018 school year, Sue Jones was on Step 11.5. For the 2018-2019 school year she would progress to Step 12.5.

(393e) Changes to teacher FTE after January 1, 2018 will not impact the amount of this payment.

(393f) Lane Progression and Longevity

- Teachers eligible for lane progression and/or longevity changes per the current CBA will receive those compensation changes.

**SALARY DEDUCTIONS**

(394) Salary deductions for approved short leave of absence without pay and for unauthorized absences shall be at 1/200th of an employee’s base salary.

**SALARIES OF SCHOOL PSYCHOLOGISTS**

(395) A school psychologist works a 10 month work year . If their expertise is required during the summer months, the school psychologists will be paid on a per diem base, in accordance with district policy. The school psychologist, who is assigned to the building at which the child will most likely be attending in the fall, will be retained for the per diem EPED assignment. If that psychologist is not available within two days of the request for services, the assignment shall be made available to the psychologist with the most seniority, and so forth.

**SALARIES OF EARLY INTERVENTION TEACHERS**

(396) A teacher assigned to the position of Early Intervention Teacher will be paid at an hourly rate for summer work computed based on his or her regular salary with prior administrative approval.

***LONG SERVICE INCREMENTS***

**LONGEVITY SCHEDULE**

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

		2018-2019
(c)	10 years in Grosse Pointe and completion of one or more years at maximum	\$1,690

		2018-2019
(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

(398) 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**

(399) To be eligible for a long service increment, a teacher must complete four (4) semester hours of college coursework or equivalent workshop hours in accordance with the standards set forth in Paragraphs 382-383 during the five year period immediately preceding the period of eligibility for such benefits or for an increased benefit.

(400) Teachers not eligible for long service increments due to failure to meet the standards set forth in Paragraphs 398-399 must meet these standards before long service payments will be made.

(401) Teachers eligible for a change in long service increments who have not met the standards set forth in Paragraphs 398-399 will continue to receive the increment which most closely approximates the increment received in the prior year.

(402) The satisfactory completion of the equivalent of four (4) semester hours of workshops of the type set forth in Paragraphs 382-383. 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.

(403) 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.

### **TEACHER PAY PERIOD**

(404) Effective with the 2013-14 school year teachers shall receive twenty-six (26) biweekly paychecks each representing one twenty-sixth (1/26) of their total pay.

(405) 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.

(406) Teachers who choose to have their paychecks printed by the Board will have their paychecks mailed on the first business day proceeding the day of the regularly scheduled payday from the Board office to their personal address via first class US mail.



(407) 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**

(408) 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.

(409) 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.

(410) 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**

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

### **COMPENSATION FOR PROFESSIONAL GROWTH**

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

(413) 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.

(414) Courses and workshops which are sponsored by the Department of Curriculum, Instruction and Assessment 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, Instruction and Assessment.

(415) Teachers designated by the Department of Curriculum, Instruction and Assessment to teach these courses and workshops shall be remunerated at the rate of \$25.00 per instructional hour plus be paid for one additional hour of preparation for each instance of creating a new two to three hour instructional course.

(416) 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.

## **REMUNERATION FOR CURRICULUM DEVELOPMENT**

(417) 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:

(417a) The rate of remuneration shall be \$25.00 per hour.

(417b) 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.

## **ARTICLE XVI**

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

(418) 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.

(419) For the 2013-14 school year, a joint committee of administrators and teachers shall meet to discuss and recommend a revised salary schedule for coaches. The parameters of this joint committee shall include:

(419a) A focus on developing a salary schedule that is cost neutral compared with the current year salary schedule.

(419b) A salary schedule that may create salary steps or different coaching classifications.

(419c) A focus on developing a salary schedule that allows the district to attract and retain coaches.

(420) This committee shall provide this recommendation to both bargaining teams no later than March 1, 2014.

(421) Compensation for E.P.E.D. assignments shall be as outlined in Appendix E. 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.

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

(423) 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:

(424) 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.

(425) 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.

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

(427) Effective 2013-14 E.P.E.D. compensation for activities that are seasonal shall be paid in two installments per season with the final payment being provided to the teacher after the completion of the season. For example, the Freshman Girls Basketball coach shall receive his/her E.P.E.D. pay in two equal installments. One installment shall be paid in the first pay period of the season. The final installment shall be in a regular pay within 28 days following the completion of the season. E.P.E.D. assignments that are year-long, such as class sponsorships, shall be paid over 26 pays.

### **DEFINITION OF CHAIRPERSON AND COORDINATOR**

(428) 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**

(429) These shall be defined as Departments served by Department Chairpersons in the high school: English, Mathematics, Science, and Social Studies.

### **DEFINITION OF MIDDLE SCHOOL DEPARTMENTS**

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

### **DEFINITION OF DISTRICT DEPARTMENTS**

(431) North End K-12 schools are North High School, Parcels Middle School, Ferry, Mason, Monteith and Poupard Elementary Schools and (when applicable) Barnes School. South End K-12 schools are South High School, Brownell and Pierce Middle Schools, Defer, Kerby, Maire, Richard and Trombly Elementary Schools.

(432) North End 6-12 schools are North High School and Parcels Middle School. South End 6-12 schools are Brownell and Pierce Middle Schools and South High School.

(433) K-12 North/South departments served by two Department Chairperson positions shall include: Modern and World Languages.

(434) Grade K-12 departments served by a single Department Chairperson position shall include: Library.

(435) District wide 6-12 departments served by single Department Chairperson positions shall include Art and Business/Technology/Industrial Technology.

(436) Grade 6-12 North/South departments served by two Department Chairperson positions shall be defined as follows: Performing Arts (music, drama and TV production), Life Skills and Physical Education.

(437) Grade 6-12 counseling Department Chairpersons shall be represented by 1 North, 1 South and 1 Middle School Department Chair.

### **DEFINITION OF ELEMENTARY TEACHER LEADER POSITIONS**

(438) Elementary Department Chairpersons shall be defined as follows:

(438a) Grade K-5 departments for which coordinators may be appointed shall be defined as follows: Art, Music, Physical Education, and Reading Specialists.

(438b) Teacher-in-Charge: Schools may have a Teacher-in-Charge who will supervise the building during short principal absences and will help with other management responsibilities.

(438c) Elementary Grade Level Content Leaders: The Administration may appoint elementary leaders for core content areas (Language Arts, Math, Science, and Social Studies) at the elementary level whose responsibility will be to support teachers at their grade level and work with the district's curriculum and instructional implementation process to improve student learning.

### **DEFINITION OF STUDENT SERVICES DEPARTMENT CHAIRPERSON**

(439) Student Services Department Chairpersons shall be defined as follows: Chairperson of Social Workers and Psychologists, Chairperson for Speech and Language, Chairperson for Resource Room teachers, Chairperson of Categorical Classrooms-Elementary, Chairperson of Categorical Classrooms-Secondary.

### **DEFINITION OF TOSA POSITION**

(440) Teacher on Special Assignment: These are provided for teachers who the administration has asked to assume a district-wide leadership position which includes taking on responsibilities that significantly exceed the usual demands of the classroom. The positions often require summer, weekend and evening obligations beyond those required of a classroom teacher and the positions may be coupled with release time.

### **APPOINTMENT, TERM, NUMBER OF DEPARTMENTS**

(441) Chairpersons shall be appointed by the administration for a one-year term. *Appointments will be made up from a list of at least 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.

(442) A chairperson may be appointed in each of the departments listed in paragraphs 428-439 subject to the limitations set forth in Appendix E. Department chairpersons and coordinators will be remunerated at the rates set forth in Appendix E.

### **ADMINISTRATIVE ASSUMPTION OF CHAIRPERSON'S FUNCTIONS**

(443) *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**

(444) *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, to the Superintendent or his designee. The decision of the Superintendent shall be final and binding.*

### **JOB FUNCTIONS AND RESPONSIBILITIES OF CHAIRPERSONS**

(445) The main function of a department chairperson is to be an instructional leader in his or her content area. In addition, a department chairperson shall assist the building administrative staff in:

(445a) Developing annual assignments within the department.

(445b) Orienting day to day substitutes.

(445c) Interviewing and evaluating job applicants if so requested by the building principal.

(445d) Visiting classrooms as requested by the building principal for the purpose of providing input for annual teacher evaluations and Race To The Top legislation.

(445e) Implementing the prescribed curriculum.

(445f) Counseling teachers on a confidential basis if they are having difficulties in curriculum and/or instruction.

(445g) Alerting principal if problem continues and assisting principal in further corrective action.

(445h) Following final examination procedures as approved by the Board.

(445i) Chairing departmental meetings, including preparation of agenda in consultation with building administrator and Departments of Curriculum, Assessment, Instruction and Technology; checking attendance of such meetings, reporting minutes of same, and related duties and serving as an active member on curriculum review committees in their area.

(445j) Continuing to perform the basic support services performed under expired contract.

### **COORDINATING PERIOD FOR HIGH SCHOOL CHAIRPERSONS**

(446) High school department chairpersons shall be released from their required professional responsibility period. Teachers who co-chair the department shall have any release time pro-rated commensurate with their assignment. 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, the duty days shall be prorated.

(447) High School Chairpersons of 6-12 and K-12 departments shall have a duty-free Professional Responsibility/Teaming/School Service Time period. Teachers who co-chair a department shall have a prorated 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, the duty days shall be prorated.

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

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

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

(449a) Sufficient daily coordination time.

(449b) Sufficient opportunity for Summer follow-up and placement.

(450) 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 - 38	1 hr. per day	40 hrs. **
39 or more	2 hr. per day	80 hrs. **

(451) 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 - 38	1 hr. per day and E.P.E.D.	80 hrs. **
39 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.

## **ARTICLE XVII**

### ***MISCELLANEOUS***

#### **GENERAL PROVISIONS AFFECTING OCCUPATIONAL THERAPISTS AND PHYSICAL THERAPISTS**

(452) 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.

#### **OCCUPATIONAL THERAPISTS**

(453) 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.

#### **CONTINUING CONTRACT**

(454) 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.

### **SUBSTITUTE TEACHERS**

(455a) 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.

(455b) Due to the continuing lack of substitute teachers and the impact the lack of substitutes has on both the district and the teachers, the GPEA and GPPSS agree to appoint a committee to review this situation. The GPEA President and administration will determine committee membership. This committee will have the authority to confer and make suggestions regarding how to address this situation. Any suggestions made that would impact the GPEA Master Agreement would be subject to collective bargaining. This committee will conclude its review of this situation by September 30, 2018.

### **STUDENT TEACHERS**

(456) 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.

### **DEFINITIONS**

(457) 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.

(458) 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.

(459) 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.

(460) 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.

## **ARTICLE XVIII**

### ***STRIKE PROHIBITION***

(461) 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***

(462) 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***

(463) 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***

(464) 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 July 23, 2018. 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.

(465) This Agreement shall continue in full force and effect commencing on July 23, 2018 and ending on August 15, 2019.

(466) 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.

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

To the Board: Deputy Superintendent for Educational Services  
 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 the attached Agreement by their duly authorized representatives on Monday, July 23, 2018.

Board of Education The Grosse Pointe Public School System	Grosse Pointe Education Association MEA-NEA
By	By
_____ President	_____ President and Chief Negotiation, GPEA
_____ Secretary	_____ Vice President Negotiations
_____ Deputy Superintendent for Educational Services	_____ Negotiator
	_____ Negotiator
	_____ Negotiator
	_____ Negotiator

**APPENDIX A**  
***ELEMENTARY CALENDAR***

8/28-29/2018	Teachers: Professional Development
8/30/2018	Teachers: Classroom Day
9/4/2018	First Day of School (Full day K-12)
10/10/2018	Students: Full day. Teachers: Evening Conferences
10/11/2018	Students: ½ Day A.M. Teachers: Afternoon and Evening Conferences
10/31/2018	Students: ½ Day A.M. Teachers: Afternoon Professional Development
11/6/2018	Students: No School. Teachers: Full day Professional Development
11/20/2018	Students: 1/2 day AM. Teachers: Afternoon Records Day
11/21-23/2018	Thanksgiving Break
12/24/2018 - 1/1/2019	Winter Break
1/18/2019	Students: 1/2 Day AM. Teachers: Afternoon Professional Development
1/21/2019	MLK Day. No School.
2/18-22/2019	MidWinter Break
3/5/2019	Students: 1/2 day AM. Teachers: Afternoon Records Day
3/20/2019	Students: Full Day. Teachers: Evening Conferences
3/21/2019	Students: 1/2 Day AM. Teachers: Afternoon and Evening Conferences
3/22/2019	Students: 1/2 Day AM. Teachers: Afternoon Comp Time
4/1-5/2019	Spring Break
4/19/2019	Good Friday. No School
5/27/2019	Memorial Day. No School
6/13-14/2019	Students: 1/2 Day AM. Teachers: Afternoon Records Day
6/14/2019	Last Day of School for Students and Teachers

**MIDDLE SCHOOL CALENDAR**

8/28-29/18	Teachers: Professional Development
8/30/2018	Teachers: Classroom Day
9/4/2018	First Day of School (Full day K-12)
10/31/2018	Students: 1/2 day AM. Teachers: PM Professional Development
11/6/2018	Students: No School. Teachers: Full day Professional Development
11/15/2018	Students: Full Day. Teachers: Evening Conferences
11/20/2018	Students: 1/2 day AM. Teachers: Afternoon and Evening Conferences
11/21-23/18	Thanksgiving Break
12/24/18 - 1/1/19	Winter Break
1/18/2019	Students: 1/2 Day. Teachers: Afternoon Records Day
1/21/2019	MLK Day. No School
2/18-22/19	MidWinter Break
3/7/2019	Students: 1/2 Day. Teachers: Afternoon and Evening Conferences
3/22/2019	Students: 1/2 Day. Teachers: Afternoon Professional Development
4/1-5/2019	Spring Break
4/19/2019	Good Friday. No School
5/27/2019	Memorial Day. No School
6/13-14/19	Students: 1/2 Day. Teachers: Afternoon Records Day
6/14/2019	Last Day of School for Students and Teachers

***HIGH SCHOOL CALENDAR***

8/28-29/18	Teachers: Professional Development
8/30/2018	Teachers: Classroom Day
9/4/2018	First Day of School (Full day K-12)
10/10/2018	Students: PSAT Testing (Grades 9-11). Seniors: No School
10/17-18/18	Students: Full Day. Teachers: Evening Conferences
11/6/2018	Students: No School. Teachers: Full day Professional Development
11/21-23/18	Thanksgiving Break
12/5/2018	Students: 1/2 Day AM. Teachers: Afternoon Professional Development
12/24/18 - 1/1/19	Winter Break
1/15-18/19	Students: Midterm Exams 1/2 Day AM. Teachers: Afternoon Records Day
1/21/2019	MLK Day. No School
2/18-22/19	MidWinter Break
3/14/2019	Students: Full Day. Teachers: Evening Conferences
4/1-5/2019	Spring Break
4/9/2019	PSAT/SAT Testing
4/10/2019	WorkKeys Testing
4/19/2019	Good Friday. No School
4/25/2019	Students: 1/2 Day AM. Teachers: Afternoon Professional Development
5/27/2019	Memorial Day. No School
5/28-31/19	Senior Exams
6/11-14/19	Students: Final Exams 1/2 Day AM. Teachers: Afternoon Records Day
6/14/2019	Last Day of School for Students and Teachers

## APPENDIX B

## CLASSROOM TEACHERS SALARY SCHEDULE—2018-2019

Tier One	Tier Two *	BA	BA+20	BA+30 #	MA	MA+1 0 #	MA+5	MA+2 0 #	MA+3 0	MA+4 0 #	MA+4 5	MA+5 0 #	MA+6 0 +	Dr #, +
Step	Step	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	B	\$38,358	\$40,203	X	\$46,025	X	\$47,406	X	\$48,788	X	\$50,171	X	\$51,554	X
1	1	\$39,544	\$41,446	\$42,397	\$47,448	\$48,395	\$48,873	\$49,351	\$50,298	\$51,252	\$51,723	\$52,193	\$53,148	\$54,570
2	2	\$41,390	\$43,292	\$44,236	\$49,398	\$50,349	\$50,825	\$51,300	\$52,246	\$53,196	\$53,671	\$54,144	\$55,096	\$56,522
3	3	\$44,161	\$46,056	\$47,000	\$52,329	\$53,283	\$53,756	\$54,227	\$55,176	\$56,125	\$56,600	\$57,074	\$58,026	\$59,450
4	4	\$46,767	\$48,665	\$49,612	\$55,043	\$55,998	\$56,471	\$56,944	\$57,892	\$58,840	\$59,315	\$59,791	\$60,741	\$62,164
5	5	\$49,299	\$51,201	\$52,149	\$57,891	\$58,842	\$59,317	\$59,791	\$60,739	\$61,694	\$62,166	\$62,636	\$63,586	\$65,014
6	6	\$51,828	\$53,728	\$54,679	\$60,624	\$61,572	\$62,045	\$62,518	\$63,470	\$64,419	\$64,893	\$65,368	\$66,317	\$67,743
7	7	\$54,359	\$56,259	\$57,208	\$63,239	\$64,183	\$64,657	\$65,132	\$65,972	\$67,027	\$67,506	\$67,984	\$68,929	\$70,353
8	8	\$56,818	\$58,794	\$59,740	\$66,085	\$67,030	\$67,505	\$67,979	\$68,875	\$69,873	\$70,351	\$70,827	\$71,778	\$73,203
9	9	\$59,626	\$61,557	\$62,511	\$68,809	\$69,759	\$70,231	\$70,702	\$71,657	\$72,605	\$73,079	\$73,554	\$74,499	\$75,929
10	10	\$63,046	\$64,941	\$65,902	\$72,298	\$73,247	\$73,722	\$74,196	\$75,150	\$76,105	\$76,576	\$77,047	\$77,994	\$79,420
11	11	\$68,612	\$70,515	\$71,467	\$78,379	\$79,328	\$79,800	\$80,272	\$81,222	\$82,177	\$82,652	\$83,125	\$84,072	\$85,500
12	12	\$71,498	\$73,422	\$74,379	\$81,572	\$82,531	\$83,005	\$83,480	\$84,437	\$85,403	\$85,883	\$86,364	\$87,319	\$88,764
13	13	\$72,029	\$73,968	\$74,932	\$82,177	\$83,143	\$83,621	\$84,100	\$85,064	\$86,037	\$86,521	\$87,005	\$87,967	\$89,423
14	14	\$72,929	\$74,892	\$75,868	\$83,205	\$84,183	\$84,667	\$85,152	\$86,127	\$87,113	\$87,602	\$88,093	\$89,066	\$90,541
15	15	\$73,841	\$75,828	\$76,816	\$84,245	\$85,235	\$85,725	\$86,216	\$87,204	\$88,202	\$88,697	\$89,194	\$90,179	\$91,673

Tier One	Tier Two *	BA	BA+20	BA+30 #	MA	MA+1 0 #	MA+1 5	MA+2 0 #	MA+3 0	MA+4 0 #	MA+4 5	MA+5 0 #	MA+6 0 +	Dr #, +
Step	Step	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	B+	\$38,951	\$40,824	X	\$46,736	X	\$48,140	X	\$49,543	X	\$50,947	X	\$52,351	X
15	15	\$40,467	\$42,369	\$43,317	\$48,423	\$49,372	\$49,849	\$50,325	\$51,272	\$52,224	\$52,697	\$53,168	\$54,122	\$55,546
25	25	\$42,775	\$44,674	\$45,618	\$50,863	\$51,816	\$52,290	\$52,764	\$53,711	\$54,661	\$55,135	\$55,609	\$56,561	\$57,986
35	35	\$45,464	\$47,361	\$48,306	\$53,686	\$54,640	\$55,114	\$55,586	\$56,534	\$57,483	\$57,957	\$58,432	\$59,384	\$60,807
45	45	\$48,033	\$49,933	\$50,881	\$56,467	\$57,420	\$57,894	\$58,368	\$59,315	\$60,267	\$60,740	\$61,213	\$62,164	\$63,589
55	55	\$50,564	\$52,465	\$53,414	\$59,257	\$60,207	\$60,681	\$61,155	\$62,104	\$63,056	\$63,530	\$64,002	\$64,951	\$66,379
65	65	\$53,093	\$54,993	\$55,944	\$61,932	\$62,877	\$63,351	\$63,825	\$64,721	\$65,723	\$66,200	\$66,676	\$67,623	\$69,048
75	75	\$55,588	\$57,526	\$58,474	\$64,662	\$65,606	\$66,081	\$66,556	\$67,424	\$68,450	\$68,928	\$69,405	\$70,353	\$71,778
85	85	\$58,222	\$60,176	\$61,125	\$67,447	\$68,395	\$68,868	\$69,341	\$70,266	\$71,239	\$71,715	\$72,190	\$73,138	\$74,566
95	95	\$61,336	\$63,249	\$64,206	\$70,553	\$71,503	\$71,976	\$72,449	\$73,403	\$74,355	\$74,828	\$75,300	\$76,246	\$77,674
105	105	\$65,829	\$67,728	\$68,684	\$75,338	\$76,288	\$76,761	\$77,234	\$78,186	\$79,141	\$79,614	\$80,086	\$81,033	\$82,460
115	115	\$70,055	\$71,969	\$72,923	\$79,975	\$80,929	\$81,403	\$81,876	\$82,829	\$83,790	\$84,267	\$84,745	\$85,695	\$87,132
125	125	\$71,764	\$73,695	\$74,655	\$81,875	\$82,837	\$83,313	\$83,790	\$84,750	\$85,720	\$86,202	\$86,685	\$87,643	\$89,093
135	135	\$72,479	\$74,430	\$75,400	\$82,691	\$83,663	\$84,144	\$84,626	\$85,595	\$86,575	\$87,062	\$87,549	\$88,517	\$89,982
145	145	\$73,385	\$75,360	\$76,342	\$83,725	\$84,709	\$85,196	\$85,684	\$86,665	\$87,657	\$88,149	\$88,643	\$89,622	\$91,106
15	15	\$73,841	\$75,828	\$76,816	\$84,245	\$85,235	\$85,725	\$86,216	\$87,204	\$88,202	\$88,697	\$89,194	\$90,179	\$91,673

\* Hired Fall 2010 and After

# Grayed out lines are retired as of the Fall of 2010. No teachers may move into these lanes.

+ Staff who obtain a doctorate degree (post May 18, 2010) will receive an additional stipend of \$1,000.00 beyond MA+60 salary

## APPENDIX C

### *FORMULA LANGUAGE*

(468) The parties agree that absent an agreement to the contrary, effective August 10, 2019 Appendix C shall return to full effect

(469) The parties agree that salaries for both salary grids for the 2019-2020 school year shall be determined according to the formula set forth below. However, the parties agree that the District shall in all cases maintain a minimum general fund equity (defined hereafter) of at least 10% of Board-approved total general fund expenditures. Therefore, the formula works differently if the District's general fund equity falls below 10%.

(470) Revenue is defined as general fund revenue. Expenditures are defined as general fund expenditures and transfers.

(471) The explanation of the formula below is done with respect to the 2012-2013 school year, but the same principles shall apply to following school years as well.

(472) As used in this formula "general fund equity" is undesignated and/or unassigned general fund balance, and it would not include general fund revenues generated by sale of capital and/or financial gifts given to the district. The 10% general fund equity threshold will be based upon the District's final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District's approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District's general fund equity as of June 30, 2012 is \$11 million, then the general fund equity is 11%, which would be above the 10% threshold.

(473) Both parties agree that the formula will be discussed and be part of any future collective bargaining contact negotiations at the conclusion of this agreement.

#### **A GENERAL FUND EQUITY AT LEAST 10%**

(474) If the general fund equity has not fallen below 10% of Board-approved total general fund expenditures and transfers (debt and school service), then the Board will allocate funds toward both direct and/or indirect compensation to teachers based upon the following factors that affect the general fund revenues and general fund expenditures for the District:

(474a) Increase or decrease in net State foundation allowance revenue per pupil based on the established amount for the 2009-2010 school year (\$10,019) (compare with state aid allowance for 2011-2012 and student count for 2011-2012);

(474b) Increase or decrease in MPSERS retirement rate cost based on the budgeted rate for 2010-2011 @19.41% (compared with rate for 2011-2012, based upon 2011-2012 personnel);

(474c) Whether or not there has been reinstatement of 20J funds per pupil that year;

(474d) Step advancement per established salary grids in teacher labor contract (including MPSERS and FICA costs).

(475) The Board will allocate funds toward both direct and/or indirect compensation to teachers in a percentage equal to the following formula, which incorporates the four factors above:

Increase in total net general fund revenues minus total net general fund expenditures based upon the factors listed above

X (multiplied by)

the Percent of total general fund expenditure and transfers (debt and school service) budget represented by teacher direct and indirect compensation costs

equals

the total amount of general fund revenue to be allocated toward both direct and/or indirect compensation for GPEA members

## **B EXAMPLE OF NET GENERAL FUND REVENUE INCREASE**

(476) The total net amount of general fund revenue shall be allocated on both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of both teacher salary grids, unless the parties agree to allocate this general fund revenue to the teacher unit differently.

(477) For example, if the state foundation allowance per pupil in 2011-2012 is increased over the 2009-2010 allowance by \$300 per pupil (gain \$2,400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSEER rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total additional available general fund revenues year over year are \$1,075,000. If the cost of the teacher bargaining unit compensation represents 70% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue for direct and/or indirect compensation for the teacher unit would increase by \$752,500. Accordingly, this total amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the 2012-2013 school year (again, unless the parties agreed to allocate the revenues to the teacher unit differently). This increase would carry forward to the following school year, although the percentage increase would be different because the number of payroll periods would be different. In the example above, assuming the teacher salary grids cost \$48,000,000, the \$752,500 would be allocated on the salary grids for the following school year by increasing each step on the grids by 1.18% across the board (\$567,460 divided by \$48,000,000; note that \$185,040 of the total amount of \$752,500 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

## **C. EXAMPLE OF NET GENERAL FUND REVENUE DECREASE**

(478) The total net amount of general fund revenue loss shall be allocated to reduce both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of both teacher salary grids, unless the parties agree to allocate this revenue loss to the teacher unit differently.

(479) For example, if the state foundation allowance per pupil in 2011-2012 is decreased from the 2009-2010 allowance by \$50 per pupil (loss of \$400,000 for 8,000 FTE students), 20J funds are not reinstated in 2011-2012, the MPSERS rate goes up 0.5% in 2011-2012 over the 2010-2011 budgeted rate (expense of \$325,000 on total direct compensation for all district employees at \$65,000,000), and the step advancements in 2011-2012 result in an increase (expense at \$1,000,000, including MPSERS contribution and FICA costs), then the total revenue loss year over year is \$1,725,000. If the cost of the teacher bargaining unit compensation represents 70% of the total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the teacher unit would be \$1,207,500. This amount would not result in a decrease in total direct/indirect compensation if the general fund equity is above 10%. If the general fund equity is below 10%, this loss of general fund revenue and the amount of revenue required to

maintain the general fund equity would affect the salary grids. Accordingly, this amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the general fund revenues to the teacher unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the teacher salary grids cost \$48,000,000, the \$1,207,500 reduction plus the general fund revenue needed to maintain the general fund equity at 10% (see below) would be allocated on the salary grids for the following school year by decreasing each step on the grids by 1.9% (if the general fund equity is at 10%) across the board (\$910,575 divided by \$48,000,000; note that \$296,925 of the total amount of \$1,207,500 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).

#### **D. 3% CLAUSE**

(480) It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than 3% unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.

#### **E. GENERAL FUND EQUITY BELOW 10%**

(481) If the general fund equity has fallen below 10% of the Board-approved total general fund expenditures, then the teacher salary grids shall be reduced by a percentage equal to the following formula:

The amount of funds required to return the general fund equity to the 10% threshold

X (multiplied by)

the Percent of total general fund expenditure budget represented by teacher direct and indirect compensation costs

equals

the total amount of general fund revenue loss to be allocated toward both direct and/or indirect compensation for GPEA members.

(482) This total net amount of general fund revenue loss shall be allocated to reduce both salary grids on a percentage basis (taking into account the then applicable MPSERS contribution rate and FICA), based upon this net amount divided by the total cost of both teacher salary grids, unless the parties agree to allocate this general fund revenue loss to the teacher unit differently.

(483) For example, if the general fund equity fell to 9%, and the funds required to return general fund equity were \$1,000,000, and if the cost of the teacher bargaining unit compensation represents 70% of total general fund expenditures for 2011-2012, then the total net amount of general fund revenue loss to be allocated to the teacher unit would be \$700,000 (\$1,000,000 x 70%). Accordingly, this amount would be spread equally over each of the steps on the salary grids by an equal percentage basis over the remaining payroll periods of the school year (again, unless the parties agreed to allocate the revenues to the teacher unit differently). This reduction would carry forward to the following school year, although the percentage decrease would be different because the number of payroll periods would be different. In the example above, assuming the teacher salary grids cost \$48,000,000, the \$700,000 reduction would be allocated on the salary grids for the following school year by decreasing each step on the grids by 1.1% across the board (\$527,870 divided by \$48,000,000; note that \$172,130 of the total amount of \$700,000 is allocated to MPSERS contribution at 16.94% and FICA at 7.65%).



**F. GENERAL FUND EQUITY ABOVE 15% AFTER IMPLEMENTATION OF SECTION A ABOVE**

(484) As used in this formula “General Fund Equity” is undesignated and/or unassigned general fund balance, and it would not include revenues generated by sale of capital and/or financial gifts given to the District. The general fund equity threshold will be based upon the District’s final and accepted audit for the 2011-2012 school year, which the parties should receive around November 1, 2012. For example, if in the final and accepted audit the District’s approved general fund expenditures are \$100 million for the 2011-2012 school year, and the District’s general fund equity as of June 30, 2012 is \$17 million then the general fund equity is 17%.

(485) If, after implementation of a change in compensation per section A above, there continues to exist a general fund equity above 15%, then the following would occur. The amount of dollars above the 15% general fund equity level would be determined and half of that amount would be allocated in a percentage “off-schedule bonus” distributed based on the following formula. Half of the amount of dollars above the 15% general fund equity level would be divided by the total salary expense for teachers for that given school year to determine the percent of an “off-schedule bonus” to be given per the individual salary of the teacher.

(486) For example, the implementation of the change in compensation per section A of this formula would occur first. Upon completion section A, it is determined that the remaining general fund equity in the 2012-2013 school year is at 17%, with approved general fund expenditures throughout that year that does not result in any further reductions in general fund equity at the end of the 2012-2013 school year, then the amount of dollars above the 15% general fund equity threshold would be determined. This amount above the 15% general fund equity would be divided in half. In this example, if 1% of general fund equity represents \$1 million then a general fund equity of 17% with a threshold of 15% would mean that there is a total of \$2 million above the 15% fund equity threshold. This \$2 million would be divided in half for amount equal to \$1 million. The \$1 million dollars would be divided by the total of teacher salary expenses for that previous school year to determine the percentage of the “off-schedule bonus” to be distributed based on the individual teacher’s pay rate. This “off-schedule bonus” would be distributed in the 26<sup>th</sup> pay of that school year. The “off-schedule bonus” percentage increase per year would be not exceed 6% of the teacher pay rate.

**G. IMPLEMENTATION**

(487) The parties will have until December 21, 2012, to agree to implement any increases or decreases in compensation differently than through a change in the salary grids as set forth above. Any change in pay (direct compensation) would be initiated beginning with the first scheduled pay day in January 2013 and would be equally distributed through the remaining pays for work performed for that school year. It is understood and agreed that such changes shall not require the agreement or any action on the part of bargaining unit members, as these changes are authorized by the parties’ collective bargaining agreement.

## **APPENDIX D**

### ***INSURANCE BENEFITS***

#### **FLEXIBLE BENEFITS PROGRAM**

(488) 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**

(489) Teachers will be eligible for the Flexible Plan as described in paragraph 488 as of their date of hire.

(490) 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 123 will continue their participation in the flexible plan.

(491) 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.

#### **HEALTH PLAN FEATURES**

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

#### **Effective September 1, 2018:**

1. A plan equivalent to the Blue Cross Blue Shield Community Blue PPO Plan 10 with \$250 individual/\$500 family deductible, 10% coinsurance with coinsurance maximum at \$500 individual/\$1000 family with a \$20 copay for office and \$20 copay for chiropractic visits, \$250 emergency room visit, \$15/\$50/ 50% prescription rider with mandatory generic, with \$70 min – \$100 max MOPD 2x rider, P-D contraceptive rider and a routine mammography.
2. Full time teachers will receive an amount of health plan benefit credits that equals 80% of the cost of the Blue Cross Blue Shield Community Blue PPO Plan 10 as outlined in paragraph 492(1). As a result, if a full time teacher chooses Community Blue PPO Plan 10 as outlined above, the Board will pay 80% of the monthly cost of the plan for the teacher, spouse, and dependent children. The remaining 20% of the cost of the Blue Cross Blue Shield Community Blue PPO Plan 10 will be an automatic pre-tax deduction to be paid via automatic payroll deduction over 26 pays. The amount to be covered by the Board and the teacher will be based on the illustrative rates established by Blue Cross for the plan year.
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 calculate the FTE equivalent of the plan based on the percentage of time the teacher is employed with the district. For example, if the cost of the full family health plan is \$17,442 and a full time teacher is credited by the Board for 80% of this cost, then the Board would contribute for a full time teacher a total of \$13,954. For an 80% employed teacher with the district, the Board would pay for 80% of the Board contribution to health care and

therefore, contribute \$11,163 with the remaining balance of \$6279 being the responsibility of the 80% employed teacher with an automatic pre-tax deduction of this amount to be paid via automatic payroll deduction over 21 pays (26 pays effective September 2013).

4. The District has the authority to make any necessary deductions automatically from the teachers' payroll under the Michigan Payment of Wages and Fringe Benefit Act.

### **DENTAL INSURANCE**

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

1. Dental coverage that is equivalent to the Delta Dental Plan E, Rider 07 (80-80-80).
2. If a full time teacher chooses the plan, the Board will pay the full monthly cost of this plan.
3. An opt out payment for declining the dental insurance would be provided in an amount of \$250 per year prorated by yearly FTE assignment.
4. The dental insurance coverage for an out-of-network dental facility would be covered with \$1,200 maximum payment annually with 80% coverage and \$1,000 lifetime orthodontic per dependent with 80% coverage.
5. Dental insurance coverage for in-network dental facility would be covered with \$1,500 maximum payment annually with 80% coverage and \$1,200 lifetime orthodontic per dependent with 80% coverage.
6. For part time teachers the Board will pay the monthly cost in proportion to their percentage of full time work. Part time teachers working less than 50% may waive dental coverage, but will receive no cash incentive to do so.
7. From time to time, the GPEA will offer suggestions for benefits to be added or deleted from the flexible plan.

### **VISION INSURANCE**

(494) 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 working less than 50% 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**

(495) 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 \$75,000 of coverage. As a result, all eligible teachers will receive the core coverage of \$75,000 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**

(496) 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:
  - a) 90 paid contract day waiting period
  - b) Payment of 60% of base monthly earnings
  - c) Maximum monthly benefit of \$5,000
  - d) 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**

(497)

- 1) All cash incentives given to a teacher based on their plan elections or plan waivers will be paid as cash spread over 26 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) Teachers may not use flexible benefits to purchase MPSERS retirement options.

### **TERMINATION OF FLEXIBLE PLAN**

(498) 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.

(499) Upon resignation from the district, for purposes of retirement, a teacher's eligibility for insurance coverage terminates on the last day of the month of resignation.

### **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG TERM DISABILITY**

(500) 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**

(501) 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 unless the employee returns to work prior to that date. The one-year period starts the COBRA time frame and COBRA premiums will be subsidized in full by the Board for that one-year period.

### **FAMILY MEDICAL LEAVE ACT**

(502) 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**

(503) 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**

(504) 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.

(505) 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.

(506) 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.

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

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

(509) 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%).

(510) 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.

(511) Teachers eligible for benefit continuation as outline in (518) and (529) 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.

## **APPENDIX E**

### ***E.P.E.D.***

#### **STUDENT SERVICES**

	<b>2018-2019</b>
Department Chairpersons:	
Resource Room	2,053
Social Workers and School Psychologists	2,053
Speech and Language and Early Childhood	2,053
Teachers of Categorical Classrooms (K-5)	2,053
Teachers of Categorical Classrooms (6-12)	2,053

#### **TEACHER ON SPECIAL ASSIGNMENT (TOSA)**

	<b>2018-2019</b>
TEACHER ON SPECIAL ASSIGNMENT (TOSA)	4,561

#### **MULTI-LEVEL AND DISTRICT-WIDE**

	<b>2018-2019</b>
Department Chairpersons	
Art 6-12	4,105
Business/Industrial Tech/Technology 6-12	4,105
Counseling (North HS) 9-12	3156
Counseling (South HS) 9-12	3156
Counseling (All Middle Schools) 6-8	3156
Modern Language K-12 (North End)	7,103

	2018-2019
Department Chairpersons	
Modern Language K-12 (South End)	7,103
Library K-12	4,734
Lifeskills 6-12 (North End)	2,053
Lifeskills 6-12 (South End)	2,053
Performing Arts 6-12 (North End)	4,105
Performing Arts 6-12 (South End)	4,105
PE 6-12 (North End)	2,053
PE 6-12 (South End)	2,053

### **ELEMENTARY**

	2018-2019
District Wide Department Coordinators K-5	
Art	1,591
Reading Specialists	1,591
Music	2,053
Physical Education	1,591
District Wide Grade Level Leaders K-5 (One per grade level)	
Language Arts	1,422
Math	1,422
Science	1,422
Social Studies	1,422
Building Level Positions	
Choir	1,039
Safety/Service	2,653
Student Government (Council)	1,061
Teacher-in-Charge	2,653
Other Non Designated EPED positions paid hourly	20.80

### **MIDDLE SCHOOL**

	2018-2019
Athletic Coach	2,114
Building Athletic Coordinator	4,734
Counselor	3,631
Department Chairpersons:	
English	3,673
Math	3,673
Science	3,673
Social Studies	3,673
Literary Publications	1,263
Newspaper	1,263
Student Government/NJHS	3,158
Other Non Designated EPED positions paid hourly/Intramurals	20.80

### **HIGH SCHOOL**

	2018-2019
Bookstore (includes summer)	6,315
CoOp Education Coordinator	2,372
Counselor	3,631
Department Chairpersons:	
English	7,103

	2018-2019
Math	7,103
Science	7,103
Social Studies	7,103
Literary Publications	1,739
Newspaper	
Weekly	4,734
Biweekly	3,158
Student Government and Class Advisor	4,734
Yearbook	4,734
Other Non Designated EPED positions paid hourly/Intramurals	20.80

### **VARSITY ATHLETICS (HEAD COACH)**

	2018-2019 #
Baseball	5,211
Basketball	6,744
Cross Country	3,985
Football	6,744
Golf	3,985
Gymnastics	5,211
Hockey	6,131
Soccer	4,596
Softball	5,211
Swimming	6,131
Tennis	3,985
Track	5,211
Volleyball	5,211
Wrestling, Head Coach	5,211

\*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.

#Dependent upon the outcome of the joint EPED coaching committee for the 2014-15 through 2016-17 school years.

### **CLUBS, CLASS SPONSORS, SPECIAL ACTIVITIES**

		2018-2019
Class I	(10-15 sessions)	950
Class II	(16-20 sessions)	1,422
Class III	(21-30 sessions)	1,896
Class IV	(31-40 or weekly sessions)	3,158
Class V	(Over 40 or multiple weekly sessions)	4,734



## **APPENDIX F**

### ***SABBATICAL LEAVE***

#### **PURPOSES OF SABBATICAL LEAVE**

(512) 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.

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

(513a) **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.

(513b) **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.

(513c) **TRAVEL** A plan, including the proposed itinerary, shall be submitted starting with professional objectives which are sought through such travel.

(513d) **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**

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

(514a) Applicant must hold a life, permanent or continuing certificate.

(514b) 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.

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

(516) 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**

(517) 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.

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

(519) 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.

(520) 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**

(521) 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 522 below.

(522) 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.

(523) 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.

(524) 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.

(525) A teacher who becomes ill or disabled as defined in Paragraph 136 hereof while on sabbatical leave shall be eligible to receive the sick leave benefits. 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.

(526) 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**

(527) 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.

(528) 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.

(529) 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**

(530) 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.)

(531) Payments pursuant to the promissory note executed by the teacher under Paragraph 520 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)**

- (532) *It is understood and agreed that this Letter of Understanding will replace the Letter of Understanding in the 2007-2009 Master Agreement and align the Grosse Pointe Public School System Evaluation System with our understanding of the Legislation enacted in December of 2009 composing what was called "Race to the Top" (RTTT), including relevant part of PA201-205. The Association agrees to establish a committee with the Board in order to bring their evaluation procedures in compliance with the relevant parts of the law.*
- (533) *The attached evaluation instrument of the 2007-2009 Master Agreement be amended to include an additional category under "OVERALL", which is "Exemplary".*
- (534) *Any teacher put on an in-depth evaluation pursuant to paragraph 261 of the Master Agreement will continue to be evaluated in the manner prescribed by the Master Agreement. The form in use for the 1989-90 school year will be used for such evaluation. These evaluations will comply with the Teacher Tenure Act.*
- (535) *Probationary teachers will continue to be evaluated in compliance with the Teacher Tenure Act and in accordance with paragraph 270 of the Master Agreement. The form in use during the 1989-90 school year will be used for such evaluation.*
- (536) *In the years that teachers are not up for an in-depth evaluation they will not be formally evaluated. The Association agrees to meet with a joint committee in order to consider adopting an alternative informal evaluation form that complies with the RTTT requirement of an annual evaluation.*
- (537) *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 that year and review with them the instrument, criteria and procedures to be used in the evaluation.*
- (538) *The criteria to be considered as significant contributors of professional competence are:*
- (538a) Promotes Achievement;*
  - (538b) Promotes Personal Growth of Students;*
  - (538c) Uses Quality Processes;*
  - (538d) Manages Student Behavior Fairly and Effectively;*
  - (538e) Uses Sound Evaluation Procedures;*
  - (538f) Implements Curriculum;*
  - (538g) Prepares and Organizes Effectively;*
  - (538h) Is Knowledgeable in Area of Responsibility;*
  - (538i) Contributes to School and Departmental Activities;*
  - (538j) Communicates Effectively with Parents;*
  - (538k) Observes Professional Ethics; and*
  - (538l) Follows Established Procedures.*

- (539) *The evaluator shall make a minimum of three observations or shall complete an equivalent evaluation activity if the individual is not a classroom teacher.*
- (540) *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.*
- (541) *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.*
- (542) *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.*
- (543) *In the "Overall" category, one box only will be checked.*
- (544) *It is understood that it may be necessary to attach additional sheets to complete Parts I, II, and III.*
- (545) *It is understood that the new process will not extend beyond the 2010-2011 school year unless there is mutual agreement between the Board and Association to do so.*
- (546) *A committee consisting of five appointees by the Board and five appointees by the Association will convene to construct an evaluation instrument for the purpose of the annual informal evaluation pursuant to paragraph 261 of the Master Agreement.*

**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**

—	—	—	—
<i>Exemplary</i>	<i>Effective Performance</i>	<i>Strengthening Needed as Indicated</i>	<i>Ineffective Performance</i>

***(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

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