

EDUCATION ASSOCIATION AGREEMENT

*Art #2 Ratified
Cheboygan*

THIS AGREEMENT ENTERED INTO THIS 20TH DAY OF JUNE, 1966 BY AND BETWEEN THE BOARD OF EDUCATION OF CHEBOYGAN AREA SCHOOLS, CHEBOYGAN, MICHIGAN, HEREINAFTER CALLED THE "BOARD", AND THE CHEBOYGAN AREA EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

WITNESSETH

WHEREAS THE BOARD AND THE ASSOCIATION RECOGNIZE AND DECLARE THAT PROVIDING A QUALITY EDUCATION FOR THE CHILDREN OF THIS SCHOOL DISTRICT IS THEIR MUTUAL AIM AND THAT THE CHARACTER OF SUCH EDUCATION DEPENDS PREDOMINATLY UPON THE QUALITY AND MORALE OF THE TEACHING SERVICE, AND

WHEREAS THE MEMBERS OF THE TEACHING PROFESSION ARE PARTICULARLY QUALIFIED TO ASSIST IN FORMULATING POLICIES AND PROGRAMS DESIGNED TO IMPROVE EDUCATIONAL STANDARDS AND

WHEREAS THE BOARD HAS A STATUTORY OBLIGATION, PURSUANT TO ACT 379 OF THE MICHIGAN PUBLIC ACTS OF 1965, TO BARGAIN WITH THE ASSOCIATION AS THE REPRESENTATIVE OF ITS TEACHING PERSONNEL WITH RESPECT TO HOURS, WAGES, TERMS AND CONDITIONS OF EMPLOYMENT; AND

WHEREAS THE PARTIES, FOLLOWING EXTENDED AND DELIBERATE PROFESSIONAL NEGOTIATIONS, HAVE REACHED CERTAIN UNDERSTANDINGS WHICH THEY DESIRE TO MEMORIALIZE,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED AS FOLLOWS:

Cheboygan Bd of Educ.

*M.E.A.
1216 KENDALE
E. LANS., MI.
48824A.*

ARTICLE 1

RECOGNITION

48824A. THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE BARGAINING REPRESENTATIVE, AS DEFINED IN SECTION 11 OF ACT 379, PUBLIC ACTS OF 1965, FOR ALL PROFESSIONAL PERSONNEL, INCLUDING PERSONNEL ON TENURE AND PROBATION, CLASSROOM TEACHERS, SUBSTITUTE TEACHERS, GUIDANCE COUNSELORS, LIBRARIANS, SCHOOL PSYCHOLOGISTS AND SOCIAL WORKERS, SPEECH AND HEARING THERAPISTS, VISITING TEACHERS, ADVISING OR CRITIC TEACHERS, TEACHERS OF THE HOUSEBOUND OR HOSPITALIZED, ATTENDANCE OR TRUANT OFFICERS, SCHOOL NURSES, EMPLOYED OR TO BE EMPLOYED UNDER CONTRACT BY THE BOARD (WHETHER OR NOT ASSIGNED TO A PUBLIC SCHOOL BUILDING), BUT EXCLUDING SUPERVISORY AND EXECUTIVE PERSONNEL AND OFFICE AND CLERICAL EMPLOYEES. THE TERM "TEACHER", WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE BARGAINING OR NEGOTIATING UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE TEACHERS SHALL INCLUDE FEMALE TEACHERS.

B. THE BOARD AGREES NOT TO NEGOTIATE WITH ANY TEACHERS' ORGANIZATION OTHER THAN THE ASSOCIATION FOR THE DURATION OF THIS AGREEMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT ANY INDIVIDUAL TEACHER FROM PRESENTING A GRIEVANCE AND HAVING THE GRIEVANCE ADJUSTED WITHOUT INTERVENTION OF THE ASSOCIATION, IF THE ADJUSTMENT IS NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, PROVIDED THAT THE ASSOCIATION HAS BEEN GIVEN OPPORTUNITY TO BE PRESENT AT SUCH ADJUSTMENT.

C. WITHIN THIRTY DAYS OF THE BEGINNING OF THEIR EMPLOYMENT HEREUNDER, TEACHERS MAY SIGN AND DELIVER TO THE BOARD AN ASSIGNMENT AUTHORIZING DEDUCTION OF MEMBERSHIP DUES OR ASSESSMENTS OF THE ASSOCIATION (INCLUDING THE NATIONAL EDUCATION ASSOCIATION AND THE MICHIGAN EDUCATION ASSOCIATION). SUCH SUM SHALL BE DEDUCTED AS DUES FROM THE REGULAR SALARIES OF ALL TEACHERS AND REMITTED NOT LESS FREQUENTLY THAN MONTHLY TO THE ASSOCIATION.

D. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR RESTRICT TO ANY TEACHER RIGHTS HE MAY HAVE UNDER THE MICHIGAN GENERAL SCHOOL LAWS OR APPLICABLE CIVIL SERVICE LAWS AND REGULATIONS. THE RIGHTS GRANTED TO TEACHERS HEREUNDER SHALL BE DEEMED TO BE IN ADDITION TO THOSE PROVIDED ELSEWHERE.

ARTICLE 11

TEACHER AND BOARD RIGHTS

I TEACHER RIGHTS:

A. PURSUANT TO ACT 379 OF THE PUBLIC ACTS OF 1965, THE BOARD HEREBY AGREES THAT EVERY EMPLOYEE OF THE BOARD SHALL HAVE THE RIGHT FREELY TO ORGANIZE, JOIN AND SUPPORT THE ASSOCIATION FOR THE PURPOSE OF ENGAGING IN COLLECTIVE BARGAINING OR NEGOTIATION AND OTHER CONCERTED ACTIVITIES FOR MUTUAL AID AND PROTECTION. AS A DULY ELECTED BODY EXERCISING GOVERNMENTAL POWER UNDER COLOR OF LAW OF THE STATE OF MICHIGAN, THE BOARD UNDERTAKES AND AGREES THAT IT WILL NOT DIRECTLY OR INDIRECTLY DISCOURAGE OR DEPRIVE OR COERCE ANY TEACHER IN THE ENJOYMENT OF ANY RIGHTS CONFERRED BY ACT 379 OR OTHER LAWS OF MICHIGAN OR THE CONSTITUTIONS OF MICHIGAN AND THE UNITED STATES; THAT IT WILL NOT DISCRIMINATE AGAINST ANY TEACHER WITH RESPECT TO HOURS, WAGES OR ANY TERMS OR CONDITIONS OF EMPLOYMENT BY REASON OF HIS MEMBERSHIP IN THE ASSOCIATION, HIS PARTICIPATION IN ANY ACTIVITIES OF THE ASSOCIATION OR COLLECTIVE PROFESSIONAL NEGOTIATIONS WITH THE BOARD, OR HIS INSTITUTION OF ANY GRIEVANCE, COMPLAINT OR PROCEEDING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO ANY TERMS OR CONDITIONS OF EMPLOYMENT.

B. THE BOARD SPECIFICALLY RECOGNIZES THE RIGHT OF ITS EMPLOYEES APPROPRIATELY TO INVOKE THE ASSISTANCE OF THE STATE LABOR MEDIATION BOARD, OR A MEDIATOR FROM SUCH PUBLIC AGENCY.

C. THE BOARD AGREES TO FURNISH TO THE ASSOCIATION IN RESPONSE TO REASONABLE REQUESTS FROM TIME TO TIME ALL AVAILABLE INFORMATION CONCERNING THE FINANCIAL RESOURCES OF THE DISTRICT, TENTATIVE BUDGETARY REQUIREMENTS AND ALLOCATIONS AND SUCH OTHER INFORMATION AS WILL ASSIST THE ASSOCIATION IN DEVELOPING INTELLIGENT, ACCURATE, INFORMED AND CONSTRUCTIVE PROGRAMS ON BEHALF OF THE TEACHERS AND THEIR STUDENTS, TOGETHER WITH INFORMATION WHICH MAY BE NECESSARY FOR THE ASSOCIATION TO PROCESS ANY GRIEVANCE OR COMPLAINT.

11 BOARD OF EDUCATION RIGHTS CLAUSE:

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT RETAINS AND RESERVES UNTO ITSELF, WITHOUT LIMITATION, ALL POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES CONFERRED UPON AND VESTED ON IT BY THE LAWS AND THE CONSTITUTION OF THE STATE OF MICHIGAN, AND OF THE UNITED STATES, INCLUDING,

A. AUTHORITY AND DISCRETION TO CONTROL, SUPERVISE AND MANAGE THE OPERATION OF ALL SCHOOLS AND THE EDUCATIONAL PROCESS AND TO MAKE ALL DECISIONS AND POLICIES NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, AND PREVIOUS RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION.

B. ALL EXISTING POLICIES RELATING TO EMPLOYMENT, NOT INCONSISTENT WITH OR ABROGATED BY THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES RECOGNIZE THE RIGHT OF THE SCHOOL DISTRICT UNILATERALLY TO MAKE CHANGES IN SUCH POLICIES NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT. IN THE EVENT THAT A CHANGE IN ANY POLICY AFFECTING WAGES, HOURS OR TERMS AND CONDITIONS OF EMPLOYMENT IS CONTEMPLATED THE ASSOCIATION WILL BE INFORMED AND GIVEN AN OPPORTUNITY TO EXPRESS ITS POSITION. THE SCHOOL DISTRICT AGREES TO CONSIDER ANY EXPRESSED POSITION OF THE ASSOCIATION OR ANY RECOMMENDED POLICIES OR POLICY CHANGES RELATIVE TO WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT SUBMITTED BY THE ASSOCIATION.

ARTICLE 111

PROFESSIONAL COMPENSATION

A. THE SALARIES OF TEACHERS COVERED BY THIS AGREEMENT ARE SET FORTH IN SCHEDULE A WHICH IS ATTACHED TO AND INCORPORATED IN THIS AGREEMENT. SUCH SALARY SCHEDULE SHALL REMAIN IN EFFECT DURING THE ~~THREE-YEAR~~ TERM OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT UPON WRITTEN NOTICE TO THE OTHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE FIRST DAY OF MAY OF EVERY YEAR OF THIS AGREEMENT, EITHER PARTY MAY REQUEST THE REOPENING OF NEGOTIATION OF SUCH SALARY SCHEDULE.

B. THE SALARY SCHEDULE IS BASED UPON A NORMAL WEEKLY TEACHING LOAD DURING NORMAL TEACHING HOURS.

C. A TEACHER ENGAGED DURING THE SCHOOL DAY IN NEGOTIATING IN BEHALF OF THE ASSOCIATION WITH ANY REPRESENTATIVE OF THE BOARD OR PARTICIPATING IN ANY PROFESSIONAL GRIEVANCE NEGOTIATION, MAY BE RELEASED FROM REGULAR DUTIES WITHOUT LOSS OF SALARY.

D. A TEACHER SHALL BE RELEASED FROM REGULAR DUTIES WITHOUT LOSS OF SALARY AT LEAST TWO DAYS EACH SCHOOL YEAR FOR THE PURPOSE OF PARTICIPATING IN AREA OR REGIONAL MEETINGS OF THE MICHIGAN EDUCATION ASSOCIATION AND AFFILIATED ORGANIZATIONS.

ARTICLE 1V

TEACHING HOURS

A. THE BOARD RECOGNIZES THE PRINCIPLE OF A STANDARD FORTY-HOUR WORKWEEK AND WILL, SO FAR AS POSSIBLE, SET WORK SCHEDULES AND MAKE PROFESSIONAL ASSIGNMENTS WHICH CAN REASONABLY BE COMPLETED WITHIN SUCH STANDARD WORKWEEK. THE BOARD WILL NOT REQUIRE TEACHERS REGULARLY TO WORK IN EXCESS OF SUCH STANDARD WORKWEEK WITHIN OR OUTSIDE OF ANY SCHOOL BUILDING.

B. ALL TEACHERS SHALL BE ENTITLED TO A DUTY-FREE UNINTERRUPTED LUNCH PERIOD EQUIVALENT TO A REGULAR CLASS HOUR, IN NO EVENT LESS THAN FIFTY MINUTES OFF DURING EACH SCHOOL DAY.

C. ELEMENTARY TEACHERS WILL BE PROVIDED A FIFTEEN MINUTE RELIEF TIME PER DAY. TEACHERS OF MUSIC, ART, LABORATORY SCIENCES AND PHYSICAL EDUCATION SHALL HAVE AT LEAST TWO SUCH PERIODS EACH DAY.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

A. THE NORMAL WEEKLY TEACHING LOAD IN THE SENIOR HIGH SCHOOL WILL BE 25 TEACHING PERIODS AND 5 UNASSIGNED PREPARATION PERIODS. THE NORMAL WEEKLY TEACHING LOAD IN THE JUNIOR HIGH SCHOOLS WILL BE 25 TEACHING PERIODS AND 5 SUPERVISED STUDY OR ACTIVITY PERIODS AND 5 UNASSIGNED PREPARATION PERIODS. THE NORMAL WEEKLY TEACHING LOAD IN THE ELEMENTARY SCHOOLS WILL BE 30 TEACHING PERIODS. NO DEPARTURE FROM THESE NORMS, EXCEPT IN CASE OF EMERGENCY, SHALL BE AUTHORIZED WITHOUT PRIOR CONSULTATION WITH THE ASSOCIATION. IN THE EVENT OF ANY DISAGREEMENT BETWEEN THE REPRESENTATIVE OF THE BOARD AND THE ASSOCIATION AS TO THE NEED AND DESIRABILITY OF SUCH DEVIATION, THE MATTER MAY BE PROCESSED THROUGH THE PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE HEREINAFTER SET FORTH.

B. SINCE PUPILS ARE ENTITLED TO BE TAUGHT BY TEACHERS WHO ARE WORKING WITHIN THEIR AREA OF COMPETENCE, TEACHERS SHALL NOT BE ASSIGNED, EXCEPT TEMPORARILY AND FOR GOOD CAUSE, OUTSIDE THE SCOPE OF THEIR TEACHING CERTIFICATES OR THEIR MAJOR OR MINOR FIELD OR STUDY.

C. TEACHERS WHO WILL BE AFFECTED BY A CHANGE IN GRADE ASSIGNMENTS IN THE ELEMENTARY SCHOOL GRADES AND BY CHANGES IN SUBJECT ASSIGNMENT IN THE SECONDARY SCHOOL GRADES WILL BE NOTIFIED AND CONSULTED BY THEIR PRINCIPALS AS SOON AS PRACTICABLE AND PRIOR TO JUNE 1ST. SUCH CHANGES WILL BE VOLUNTARY TO THE EXTENT POSSIBLE.

ARTICLE VI

TEACHING CONDITIONS

THE PARTIES RECOGNIZE THAT THE AVAILABILITY OF OPTIMUM SCHOOL FACILITIES FOR BOTH STUDENT AND TEACHER IS DESIRABLE TO INSURE THE HIGH QUALITY OF EDUCATION THAT IS THE GOAL OF BOTH TEACHER AND THE BOARD. IT IS ALSO ACKNOWLEDGED THAT THE PRIMARY DUTY AND RESPONSIBILITY OF THE TEACHER IS TO TEACH AND THAT THE ORGANIZATION OF THE SCHOOL AND THE SCHOOL DAY SHOULD BE DIRECTED AT INSURING THAT THE ENERGY OF THE TEACHER IS PRIMARILY UTILIZED TO THIS END.

A. BECAUSE THE PUPIL-TEACHER RATIO IS AN IMPORTANT ASPECT OF AN EFFECTIVE EDUCATIONAL PROGRAM, THE PARTIES AGREE THAT OPTIMUM CLASS SIZE SHOULD BE MAINTAINED AT ALL TIMES.

B. THE BOARD RECOGNIZES THAT APPROPRIATE TEXTS, LIBRARY REFERENCE FACILITIES, MAPS AND GLOBES, LABORATORY EQUIPMENT, AUDIO-VISUAL EQUIPMENT, ART SUPPLIES, ATHLETIC EQUIPMENT, CURRENT PERIODICALS, STANDARD TESTS AND QUESTIONNAIRES, AND SIMILAR MATERIALS ARE THE TOOLS OF THE TEACHING PROFESSION. THE PARTIES WILL CONFER FROM TIME TO TIME FOR THE PURPOSE OF IMPROVING THE SELECTION AND USE OF SUCH EDUCATIONAL TOOLS. THE BOARD AGREES AT ALL TIMES TO KEEP THE SCHOOLS REASONABLY AND PROPERLY EQUIPPED AND MAINTAINED.

C. NOTWITHSTANDING THEIR EMPLOYMENT, TEACHERS SHALL BE ENTITLED TO FULL RIGHTS OF CITIZENSHIP AND NO RELIGIOUS OR POLITICAL ACTIVITIES OF ANY TEACHER OR THE LACK THEREOF SHALL BE GROUNDS FOR ANY DISCIPLINE OR DISCRIMINATION WITH RESPECT TO THE PROFESSIONAL EMPLOYMENT OF SUCH TEACHER.

D. THE PROVISIONS OF THIS AGREEMENT AND THE WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT SHALL BE APPLIED WITHOUT REGARD TO RACE, CREED, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX OR MARITAL STATUS OR MEMBERSHIP IN OR ASSOCIATION WITH THE ACTIVITIES OF ANY EMPLOYEE ORGANIZATION. THE BOARD AND THE ASSOCIATION PLEDGE THEM-

SELVES TO SEEK TO EXTEND THE ADVANTAGES OF PUBLIC EDUCATION TO EVERY STUDENT WITHOUT REGARD TO RACE, CREED, RELIGION, SEX, COLOR OR NATIONAL ORIGIN AND TO SEEK TO ACHIEVE FULL EQUALITY OF EDUCATIONAL OPPORTUNITY TO ALL PUPILS.

ARTICLE V11

VACANCIES AND PROMOTIONS

A. WHENEVER ANY VACANCY IN ANY PROFESSIONAL POSITION IN THE DISTRICT SHALL OCCUR, THE BOARD SHALL PUBLICIZE THE SAME BY GIVING WRITTEN NOTICE OF SUCH VACANCY TO THE ASSOCIATION AND PROVIDING FOR APPROPRIATE POSTING IN EVERY SCHOOL BUILDING. NO VACANCY SHALL BE FILLED, EXCEPT IN CASE OF EMERGENCY ON A TEMPORARY BASIS, UNTIL SUCH VACANCY SHALL HAVE BEEN POSTED FOR AT LEAST FIFTEEN DAYS.

B. ANY TEACHER MAY APPLY FOR SUCH VACANCY. IN FILLING SUCH VACANCY, THE BOARD AGREES TO GIVE DUE WEIGHT TO THE PROFESSIONAL BACKGROUND AND ATTAINMENTS OF ALL APPLICANTS, THE LENGTH OF TIME EACH HAS BEEN IN THE SCHOOL SYSTEM OF THE DISTRICT, AND OTHER RELEVANT FACTORS. AN APPLICANT WITH LESS SERVICE IN THE SYSTEM SHALL NOT BE AWARDED SUCH POSITION UNLESS HIS QUALIFICATIONS THEREFOR SHALL BE SUBSTANTIALLY SUPERIOR TO APPLICANTS WITH GREATER SERVICE. "SERVICE" IN THE SYSTEM, FOR PURPOSES OF THIS AGREEMENT, SHALL MEAN CONTINUOUS EMPLOYMENT IN A SCHOOL OF THE DISTRICT, INCLUDING SUBSTITUTE SERVICE, IRRESPECTIVE OF TENURE STATUS, BUT SHALL EXCLUDE ALL PERIODS WHEN THE TEACHER WAS ON LEAVE OF ABSENCE FOR ANY CAUSE.

ARTICLE V111

TRANSFERS

A. SINCE THE FREQUENT TRANSFERS OF TEACHERS FROM ONE SCHOOL TO ANOTHER IS DISRUPTIVE OF THE EDUCATIONAL PROCESS AND INTERFERES WITH OPTIMUM TEACHER PERFORMANCE, THE PARTIES AGREE THAT UNREQUESTED TRANSFERS OF TEACHERS ARE TO BE MINIMIZED AND AVOIDED WHENEVER POSSIBLE.

B. IN THE EVENT THAT TRANSFERS OF TEACHERS APPEAR TO BE NECESSARY, LISTS OF AVAILABLE POSITIONS IN OTHER SCHOOLS SHALL BE POSTED IN THE SAME MANNER AS PROVIDED IN ARTICLE V11.

C. ANY TEACHER WHO SHALL BE TRANSFERRED TO A SUPERVISORY OR EXECUTIVE POSITION AND SHALL LATER RETURN TO A TEACHER STATUS SHALL BE ENTITLED TO RETAIN SUCH RIGHTS AS HE MAY HAVE HAD UNDER THIS AGREEMENT PRIOR TO SUCH TRANSFER TO SUPERVISORY OR EXECUTIVE STATUS.

ARTICLE 1X

LEAVE PAY

A. EACH TEACHER EMPLOYED BY THE BOARD OF EDUCATION SHALL BE ALLOWED TEN (10) DAYS SICK LEAVE EACH YEAR WITH FULL PAY IN THE CASE OF NON-COMPENSABLE ILLNESS OR INJURY. IN THE CASE OF ILLNESS OR AN INJURY COMPENSATED BY WORKMENS COMPENSATION THE TEACHERS PAY WILL BE THE DIFFERENCE BETWEEN HIS REGULAR SALARY AND THE AMOUNT PAID BY THE WORKMENS COMPENSATION INSURANCE. SICK LEAVE DAYS CHARGED IN SAME PROPORTION AS AMOUNT PAID BY BOARD OF EDUCATION.

B. UNUSED SICK LEAVE IS TO BE CREDITED TO EACH TEACHER'S SICK LEAVE ACCOUNT UNTIL A MAXIMUM OF FIFTY (50) DAYS IS REACHED, ALL ADDITIONAL ACCUMULATION BEYOND 50 TO BE USED ONLY FOR EXTENDED ILLNESS OF 30 DAYS OR MORE.

C. SICK LEAVE FOR TEACHERS EMPLOYED ON A PART TIME, OR FOR A PART OF A SCHOOL YEAR, WILL HAVE SICK LEAVE ALLOWANCE IN PROPORTION TO THE TIME EMPLOYED.

D. A STATEMENT OF HIS SICK LEAVE ACCOUNT WILL BE PRESENTED EACH TEACHER NOT LATER THAN SEPTEMBER 30TH OF EACH YEAR.

E. A TEACHER REPORTING FOR DUTY AT THE BEGINNING OF HIS WORK PERIOD WHO IS FORCED TO LEAVE BECAUSE OF ILLNESS OR ACCIDENT ANY TIME AFTER TWO HOURS OF DUTY WILL BE CONSIDERED ABSENT FOR SICK LEAVE PURPOSES ONE-HALF DAY. IF FORCED TO LEAVE ONE AND ONE-HALF HOURS AFTER THE BEGINNING OF THE AFTERNOON SESSION HE IS TO BE CONSIDERED PRESENT THE ENTIRE DAY AND NO DEDUCTION OF SALARY OR SICK LEAVE IS TO BE MADE.

F. THE TEACHER SHALL, ON REQUEST OF THE BOARD OF EDUCATION, PRESENT A DOCTORS CERTIFICATE OR OTHER PROOF OF ILLNESS SATISFACTORY TO THE BOARD COVERING THE FULL PERIOD OF ABSENCE FOR WHICH HE IS TO BE PAID.

ARTICLE X

LEAVES OF ABSENCE

A. TEACHERS MAY BE GRANTED LEAVE OF ABSENCES FOR ANY OF THE FOLLOWING REASONS:

1. ILLNESS
2. PROFESSIONAL STUDY
3. TRAVEL
4. ENLISTMENT OR CONSCRIPTION IN THE ARMED SERVICES OF THE UNITED STATES.
5. MATERNITY LEAVE OF ABSENCES
6. PEACE CORPS

B. TEMPORARY LEAVE OF ABSENCES SHALL BE WITHOUT PAY UNLESS OTHERWISE STIPULATED AND FOR NOT MORE THAN ONE YEAR.

1. TEACHERS ON TEMPORARY LEAVE OF ABSENCE WHO ARE IN THE ARMED SERVICES MAY HAVE LEAVE OF ABSENCE EXTENDED FOR AN ADDITIONAL TWO YEARS.
2. UPON RETURN OF TEACHERS ON TEMPORARY LEAVE OF ABSENCE DUE TO SERVICE IN THE ARMED FORCES OF THE UNITED STATES THEY WILL BE GRANTED REGULAR INCREMENTS, SICK LEAVE ACCUMULATIONS, AND INCREASES IN PAY GIVEN TO OTHER TEACHERS DURING THEIR PERIOD OF SERVICE.

C. MATERNITY TEMPORARY LEAVE OF ABSENCE IS COMPULSORY AT FOUR MONTHS PREGNANCY OR AT THE DISCRETION OF THE SUPERINTENDENT.

D. EMERGENCY LEAVE

1. IN THE EVENT OF CRITICAL ILLNESS, OR OTHER EMERGENCY, IN THE TEACHERS OWN HOUSEHOLD, A REASONABLE AMOUNT OF LOST TIME WILL BE ALLOWED THE TEACHER WITHOUT LOSS OF PAY OR SICK LEAVE. THIS IS TO BE AT THE DISCRETION OF THE SUPERINTENDENT OF SCHOOLS.
2. IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY, FATHER, MOTHER, SPOUSE OR CHILD, THE TEACHER WILL BE GRANTED LEAVE WITHOUT LOSS OF PAY FROM THE OCCURANCE OF DEATH UNTIL THE BEGINNING OF THE WORKING DAY FOLLOWING THE FUNERAL. TOTAL LEAVE NOT TO EXCEED THREE CALENDAR DAYS.

E. A TEACHER ABSENT FROM WORK BECAUSE OF MUMPS, SCARLET FEVER, MEASLES OR CHICKEN POX SHALL SUFFER NO DIMINUTION OF COMPENSATION AND SHALL NOT BE CHARGED WITH SICK LEAVE.

ARTICLE X111

TEACHER EVALUATION

A. ALL MONITORING OR OBSERVATION OF THE WORK PERFORMANCE OF A TEACHER SHALL BE CONDUCTED OPENLY AND WITH FULL KNOWLEDGE OF THE TEACHER. THE USE OF EAVES-DROPPING, CLOSED CIRCUIT TELEVISION, PUBLIC ADDRESS OR AUDIO SYSTEMS, AND SIMILAR SURVEILLANCE DEVICES SHALL BE STRICTLY PROHIBITED.

B. EVALUATION OF TENURE TEACHERS IS TO BE MADE IN WRITING TO THE SUPERINTENDENT OF SCHOOLS BY THE PRINCIPAL ATLEAST ONCE EACH YEAR. THE TEACHER IS TO RECEIVE A COPY OF EACH EVALUATION MADE OF HIS STATUS.

C. EVALUATION OF PROBATIONARY TEACHERS IS TO BE MADE IN WRITING TO THE SUPERINTENDENT OF SCHOOLS BY THE PRINCIPAL ATLEAST PRIOR TO THE MEETING OF THE TENURE COMMITTEE AND ATLEAST ONCE DURING THE REMAINDER OF THE YEAR. THE TEACHER IS TO RECEIVE A COPY OF EACH EVALUATION MADE OF HIS STATUS.

D, EACH TEACHER SHALL HAVE THE RIGHT UPON REQUEST TO REVIEW THE CONTENTS OF HIS OWN PERSONNEL FILE. A REPRESENTATIVE OF THE ASSOCIATION MAY BE REQUESTED TO ACCOMPANY THE TEACHER IN SUCH REVIEW.

E. A TEACHER SHALL AT ALL TIMES BE ENTITLED TO HAVE PRESENT A REPRESENTATIVE OF THE ASSOCIATION WHEN HE IS BEING REPRIMANDED, WARNED OR DISCIPLINED FOR ANY INFRACTION OF DISCIPLINE OR DELIQUENCY IN PROFESSIONAL PERFORMANCE. WHEN A REQUEST FOR SUCH REPRESENTATION IS MADE, NO ACTION SHALL BE TAKEN WITH RESPECT TO THE TEACHER UNTIL SUCH REPRESENTATIVE OF THE ASSOCIATION IS PRESENT.

F. NO TEACHER SHALL BE DISCIPLINED, REPRIMANDED, REDUCED IN RANK OR COMPENSATION OR DEPRIVED OF ANY PROFESSIONAL ADVANTAGE WITHOUT JUST CAUSE. ANY SUCH DISCIPLINE, REPRIMAND OR REDUCTION IN RANK, COMPENSATION OR ADVANTAGE, INCLUDING ADVERSE EVALUATION OF TEACHER PERFORMANCE OR VIOLATION OF PROFESSIONAL ETHICS ASSERTED BY THE BOARD OR ANY AGENT OR REPRESENTATIVE THEREOF SHALL BE SUBJECT TO THE PROFESSIONAL GRIEVANCE NEGOTIATIONS PROCEDURE HEREINAFTER SET FORTH.

ARTICLE XIV

PROTECTION OF TEACHERS

A. SINCE THE TEACHER'S AUTHORITY AND EFFECTIVENESS IN HIS CLASSROOM IS UNDERMINED WHEN STUDENTS DISCOVER THAT THERE IS INSUFFICIENT ADMINISTRATIVE BACKING AND SUPPORT OF THE TEACHER, THE BOARD RECOGNIZES ITS RESPONSIBILITY TO GIVE ALL REASONABLE SUPPORT AND ASSISTANCE TO TEACHERS WITH RESPECT TO THE MAINTENANCE OF CONTROL AND DISCIPLINE IN THE CLASSROOM. THE BOARD FURTHER RECOGNIZES THAT THE TEACHER MAY NOT FAIRLY BE EXPECTED TO ASSUME THE ROLE OF WARDEN OR CUSTODIAN FOR EMOTIONALLY DISTURBED STUDENTS NOR TO BE CHARGED WITH RESPONSIBILITY FOR PSYCHOTHERAPY. WHENEVER IT APPEARS THAT A PARTICULAR PUPIL REQUIRES THE ATTENTION OF SPECIAL COUNSELORS, SOCIAL WORKERS, LAW ENFORCEMENT PERSONNEL, PHYSICIANS OR OTHER PROFESSIONAL PERSONS, THE BOARD WILL TAKE REASONABLE STEPS TO RELIEVE THE TEACHER OF RESPONSIBILITIES WITH RESPECT TO SUCH PUPIL.

B. ANY CASE OF ASSAULT UPON A TEACHER SHALL BE PROMPTLY REPORTED TO THE BOARD OR ITS DESIGNATED REPRESENTATIVE. THE BOARD WILL PROVIDE LEGAL COUNSEL TO ADVISE THE TEACHER OF HIS RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH ASSAULT AND SHALL RENDER ALL REASONABLE ASSISTANCE TO THE TEACHER IN CONNECTION WITH HANDLING OF THE INCIDENT BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES.

C. IF ANY TEACHER IS COMPLAINED AGAINST OR SUED BY REASON OF DISCIPLINARY ACTION TAKEN BY THE TEACHER AGAINST A STUDENT, THE BOARD WILL PROVIDE ALL NECESSARY ASSISTANCE TO THE TEACHER IN HIS DEFENSE.

D. TIME LOST BY A TEACHER IN CONNECTION WITH ANY INCIDENT MENTIONED IN THIS ARTICLE SHALL NOT BE CHARGED AGAINST THE TEACHER, PROVIDED THE TEACHER HAS ACTED IN A PROFESSIONAL AND LEGAL MANNER.

E. THE BOARD WILL REIMBURSE TEACHERS FOR ANY LOSS, DAMAGE OR DESTRUCTION OF CLOTHING OR PERSONAL PROPERTY OF THE TEACHER WHILE ENGAGED IN SCHOOL BUSINESS DUE TO NEGLIGENCE OR INADEQUATE FACILITIES PROVIDED BY THE BOARD. IF A TEACHER IS INJURED WHILE IN THE LINE OF DUTY, FREE MEDICAL, SURGICAL OR HOSPITAL CARE WILL BE FURNISHED BY THE BOARD AT A DESIGNATED HOSPITAL.

F. ANY COMPLAINTS BY A PARENT OF A STUDENT DIRECTED TOWARD A TEACHER SHALL BE PROMPTLY CALLED TO THE TEACHER'S ATTENTION.

G. TEACHERS SHALL BE EXPECTED TO EXERCISE REASONABLE CARE WITH RESPECT TO THE SAFETY OF PUPILS AND PROPERTY, BUT SHALL NOT BE INDIVIDUALLY LIABLE, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR GROSS NEGLECT OF DUTY, FOR ANY DAMAGE OR LOSS TO PERSON OR PROPERTY.

ARTICLE XV

NEGOTIATION PROCEDURES

A. IT IS CONTEMPLATED THAT MATTERS NOT SPECIFICALLY COVERED BY THIS AGREEMENT BUT OF COMMON CONCERN (REGARDING WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT) TO THE PARTIES SHALL BE SUBJECT TO PROFESSIONAL NEGOTIATIONS BETWEEN THEM FROM TIME TO TIME DURING THE PERIOD OF THIS AGREEMENT UPON REQUEST BY EITHER PARTY TO THE OTHER. THE PARTIES UNDERTAKE TO COOPERATE IN ARRANGING MEETINGS, SELECTING REPRESENTATIVES FOR SUCH DISCUSSIONS, FURNISHING NECESSARY INFORMATION AND OTHERWISE CONSTRUCTIVELY CONSIDERING AND RESOLVING ANY SUCH MATTERS.

B. IN THE EVENT THE SALARY SCHEDULE IS REOPENED FOR NEGOTIATION, BY EITHER PARTY, AS PROVIDED IN ARTICLE 11 OF THIS AGREEMENT, THE PARTIES WILL PROMPTLY NEGOTIATE FOR THE PURPOSE OF REACHING AN AGREEMENT UPON A REVISED SALARY SCHEDULE. AT LEAST SIXTY DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT, THE PARTIES WILL LIKEWISE BEGIN NEGOTIATIONS FOR A NEW AGREEMENT COVERING WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT OF TEACHERS EMPLOYED BY THE BOARD.

C. IN ANY NEGOTIATIONS DESCRIBED IN THIS ARTICLE, NEITHER PARTY SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING OR BARGAINING REPRESENTATIVES OF THE OTHER PARTY AND EACH PARTY MAY SELECT ITS REPRESENTATIVES FROM WITHIN OR OUTSIDE THE SCHOOL DISTRICT. IT IS RECOGNIZED THAT NO FINAL AGREEMENT BETWEEN THE

PARTIES MAY BE EXECUTED WITHOUT RATIFICATION BY A MAJORITY OF THE BOARD OF EDUCATION AND BY A MAJORITY OF THE MEMBERSHIP OF THE ASSOCIATION, BUT THE PARTIES MUTUALLY PLEDGE THAT REPRESENTATIVES SELECTED BY EACH SHALL BE CLOTHED WITH ALL NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS, AND MADE CONCESSIONS IN THE COURSE OF NEGOTIATIONS OR BARGAINING, SUBJECT ONLY TO SUCH ULTIMATE RATIFICATION.

D. IF THE PARTIES FAIL TO REACH AN AGREEMENT IN ANY SUCH NEGOTIATIONS, EITHER PARTY MAY INVOKE THE MEDIATION MACHINERY OF THE STATE LABOR MEDIATION BOARD.

ARTICLE XV1

GRIEVANCE PROCEDURE

1. DEFINITIONS

- A. A "GRIEVANCE" IS A CLAIM BASED UPON AN EVENT OR CONDITION WHICH AFFECTS THE CONDITIONS OR CIRCUMSTANCES UNDER WHICH A TEACHER WORKS, ALLEGEDLY CAUSED BY MISINTERPRETATION OF INEQUITABLE APPLICATION OF ESTABLISHED LAW, POLICY, OR THE TERMS OF THIS AGREEMENT.
- B. THE TERM "TEACHER" MAY INCLUDE ANY INDIVIDUAL OR GROUP OF TEACHERS WHO ARE CERTIFICATED AND WHO ARE MEMBERS OF THE BARGAINING UNIT.
- C. A "PARTY OF INTEREST" IS THE PERSON OR PERSONS MAKING THE CLAIM AND ANY PERSON OR PERSONS WHO MIGHT BE REQUIRED TO TAKE ACTION OR AGAINST WHOM ACTION MIGHT BE TAKEN IN ORDER TO RESOLVE THE PROBLEM.
- D. THE TERM "DAYS" WHEN USED IN THIS SECTION SHALL, EXCEPT WHERE OTHERWISE INDICATED, MEAN WORKING SCHOOL DAYS.

2. PURPOSE

THE PRIMARY PURPOSE OF THE PROCEDURE SET FORTH IN THIS SECTION IS TO SECURE, AT THE LOWEST LEVEL POSSIBLE, EQUITABLE SOLUTIONS TO THE PROBLEMS OF THE PARTIES. BOTH PARTIES AGREE THAT THESE PROCEEDINGS SHALL BE KEPT AS CONFIDENTIAL AS MAY BE APPROPRIATE AT ANY LEVEL OF SUCH PROCEDURE. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY TEACHER HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH ANY APPROPRIATE MEMBER OF THE ADMINISTRATION.

3. STRUCTURE

- A. THERE SHALL BE ONE OR MORE ASSOCIATION REPRESENTATIVES FOR EACH SCHOOL BUILDING TO BE SELECTED IN A MANNER DETERMINED BY THE ASSOCIATION.

- B. THE ASSOCIATION SHALL ESTABLISH A BROADLY REPRESENTATIVE GRIEVANCE (PROFESSIONAL RELATIONS) COMMITTEE AND AN APPEAL COMMITTEE. NO MEMBER OF THE GRIEVANCE COMMITTEE SHALL BE A MEMBER OF THE APPEAL COMMITTEE. IN THE EVENT ANY REPRESENTATIVE OR MEMBER OF THESE COMMITTEES IS A PARTY IN INTEREST TO ANY GRIEVANCE BROUGHT, HE SHALL DISQUALIFY HIMSELF AND SHALL BE REPLACED BY THE ASSOCIATION.
- C. THE BUILDING PRINCIPAL SHALL BE THE ADMINISTRATIVE REPRESENTATIVE WHEN THE PARTICULAR GRIEVANCE ARISES IN ONE BUILDING.
- D. THE BOARD HEREBY DESIGNATES AS ITS REPRESENTATIVE THE SUPERINTENDENT OF SCHOOLS WHEN THE PARTICULAR GRIEVANCE ARISES IN MORE THAN ONE SCHOOL BUILDING.

4. PROCEDURE

IN THE EVENT A GRIEVANCE IS FILED ON OR AFTER THE FIRST OF JUNE, IT SHALL BE RESOLVED PRIOR TO THE BEGINNING OF THE NEXT SCHOOL YEAR. IN THIS CASE, THE TERM "DAYS" SHALL MEAN CALENDAR DAYS.

A. LEVEL ONE

THE TEACHER WITH AN ALLEGED GRIEVANCE SHALL FIRST DISCUSS THE MATTER WITH HIS ASSOCIATION REPRESENTATIVE. IF THE ASSOCIATION REPRESENTATIVE CONCURS THAT A GRIEVANCE EXISTS, MOVE TO LEVEL TWO. IF THE ASSOCIATION REPRESENTATIVE DOES NOT FEEL A GRIEVANCE EXISTS, THE AGGRIEVANT MAY APPEAL THE ASSOCIATION REPRESENTATIVE'S DECISION TO THE APPEAL COMMITTEE. THE APPEAL COMMITTEE SHALL RENDER ITS DECISION WITHIN FIVE (5) DAYS AS TO WHETHER A GRIEVANCE EXISTS AND MAY BE TAKEN TO LEVEL TWO OR DOES NOT EXIST AND MAY ONLY BE CONTINUED TO LEVEL TWO AS THE AGGRIEVANT'S OWN INITIATIVE WITHOUT ASSOCIATION SUPPORT.

B. LEVEL TWO

THE TEACHER WITH A GRIEVANCE SHALL DISCUSS THE MATTER WITH HIS PRINCIPAL, EITHER INDIVIDUALLY OR WITH HIS ASSOCIATION REPRESENTATIVE, WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY. THE PRINCIPAL SHALL MAKE HIS DECISION KNOWN WITHIN THREE DAYS.

C. LEVEL THREE

IN THE EVENT THE GRIEVANCE IS NOT SATISFACTORILY RESOLVED AT LEVEL TWO WITHIN THREE DAYS, THE GRIEVANT OR THE ASSOCIATION REPRESENTATIVE SHALL FILE THE GRIEVANCE IN WRITING WITH THE GRIEVANCE COMMITTEE WITHIN FIVE (5) DAYS AFTER THE DECISION AT LEVEL TWO. THE COMMITTEE SHALL WITHIN FIVE (5) DAYS MAKE A JUDGMENT ON THE DECISION. IF THE COMMITTEE DECIDES

THAT THE DECISION AT LEVEL TWO IS IN THE BEST INTERESTS OF THE EDUCATIONAL SYSTEM, IT SHALL SO NOTIFY THE TEACHER AND THE ASSOCIATION REPRESENTATIVE. IF THE COMMITTEE DECIDES THAT THE DECISION AT LEVEL TWO IS NOT SATISFACTORY, IT SHALL REFER SUCH GRIEVANCE IN WRITING TO THE SUPERINTENDENT OF SCHOOLS.

THE SUPERINTENDENT OF SCHOOLS SHALL DESIGNATE THREE PERSONS, WHO MAY INCLUDE HIMSELF, TO REPRESENT THE ADMINISTRATION. THE CHAIRMAN OF THE GRIEVANCE COMMITTEE SHALL DESIGNATE THREE PERSONS, WHO MAY INCLUDE HIMSELF, AS AN AD HOC COMMITTEE TO REPRESENT THE ASSOCIATION. WITHIN TEN (10) DAYS AFTER RECEIPT OF THE WRITTEN GRIEVANCE BY THE SUPERINTENDENT, THESE TWO REPRESENTATIVE GROUPS SHALL MEET TO CONSIDER THE PROBLEM AND TO ARRIVE AT AN EQUITABLE SOLUTION OF THE GRIEVANCE WITHIN FIVE (5) DAYS.

D. LEVEL FOUR

IF THE GRIEVANCE IS NOT RESOLVED BY THE SUPERINTENDENT OR HIS REPRESENTATIVES AND THE AD HOC COMMITTEE WITHIN FIVE (5) DAYS OF ITS CONSIDERATION BY THEM, IT SHALL BE REFERRED FOR CONSIDERATION TO THE BOARD OF EDUCATION'S REVIEW COMMITTEE. THIS COMMITTEE SHALL BE COMPOSED SOLELY OF MEMBERS OF THE BOARD OF EDUCATION. WITHIN TEN (10) DAYS AFTER RECEIPT OF THE WRITTEN REFERRAL BY THE BOARD, ITS REVIEW COMMITTEE SHALL MEET WITH THE AD HOC COMMITTEE FOR THE PURPOSE OF DISCUSSING THE MATTER AND DISPOSING OF IT IN A MUTUALLY SATISFACTORY MANNER.

E. LEVEL FIVE

(AT THIS LEVEL THE CONTRACT MAY INCLUDE ANY ONE OF THE FOLLOWING PROVISIONS.)

1. A THREE MEMBER MEDIATION PANEL; ONE CHOSEN BY THE BOARD, ONE BY THE ASSOCIATION, THE THIRD BY THESE TWO MEMBERS.
2. LABOR MEDIATION BOARD. (ALREADY A LEGAL RIGHT)

5. RIGHTS TO REPRESENTATION

ANY PARTY IN INTEREST MAY BE REPRESENTED AT ALL MEETINGS AND HEARINGS AT ALL STEPS AND STAGES OF THE GRIEVANCE PROCEDURE BY ANOTHER TEACHER OR ANOTHER PERSON. PROVIDED, HOWEVER, THAT ANY TEACHER MAY IN NO EVENT BE REPRESENTED BY AN OFFICER, AGENT OR OTHER REPRESENTATIVE OF ANY ORGANIZATION OTHER THAN THE ASSOCIATION, THE ASSOCIATION SHALL HAVE THE RIGHT TO BE PRESENT AND TO STATE ITS VIEWS AT ALL STAGES OF GRIEVANCE PROCESSION, EXCEPT WHERE THE GRIEVANCE INVOLVES ONLY QUESTIONS OF FACT PECULIAR TO THE INDIVIDUAL GRIEVANT.

6. MISCELLANEOUS

- A. DURING THE PENDENCY OF ANY PROCEEDINGS AND UNTIL A FINAL DETERMINATION HAS BEEN REACHED, ALL PROCEEDINGS SHALL BE PRIVATE AND ANY PRELIMINARY DISPOSITION WILL NOT BE MADE PUBLIC WITHOUT THE AGREEMENT OF ALL PARTIES.
- B. THERE SHALL BE NO REPRISALS OF ANY KIND BY ADMINISTRATIVE PERSONNEL TAKEN AGAINST ANY PARTY IN INTEREST OR HIS ASSOCIATION REPRESENTATIVE, ANY MEMBER OF THE GRIEVANCE COMMITTEE, APPEAL COMMITTEE, OR AD HOC COMMITTEES, OR ANY OTHER PARTICIPANT IN THE PROCEDURE SET FORTH HEREIN BY REASON OF SUCH PARTICIPATION.
- C. ALL DOCUMENTS, COMMUNICATIONS AND RECORDS DEALING WITH THE PROCESSING OF A GRIEVANCE SHALL BE FILED SEPARATELY FROM THE PERSONNEL FILES OF THE PARTICIPANTS.

ARTICLE XV11

PROFESSIONAL STUDY COMMITTEES

A. THERE IS HEREBY ESTABLISHED A PROFESSIONAL STUDY COMMITTEE COMPOSED OF FOUR MEMBERS, TWO MEMBERS SELECTED BY THE BOARD AND TWO MEMBERS SELECTED BY THE ASSOCIATION. THE PROFESSIONAL STUDY COMMITTEE SHALL INVESTIGATE MATTERS OF CONCERN TO THE SCHOOL DISTRICT AND SUBMIT A WRITTEN REPORT AND RECOMMENDATIONS TO THE PARTIES ON OR BEFORE APRIL 1,

ARTICLE XV111

MISCELLANEOUS PROVISIONS

A. THE ASSOCIATION SHALL BE DULY ADVISED BY THE BOARD OF FISCAL, BUDGETARY AND TAX PROGRAMS AFFECTING THE DISTRICT AND THE ASSOCIATION SHALL, WHENEVER FEASIBLE, HAVE THE OPPORTUNITY IN ADVANCE TO CONSULT WITH THE BOARD WITH RESPECT THERETO PRIOR TO GENERAL PUBLICATION.

B. THE ASSOCIATION SHALL DEAL WITH ETHICAL PROBLEMS ARISING UNDER THE CODE OF ETHICS OF THE EDUCATION PROFESSION IN ACCORDANCE WITH THE TERMS THEREOF AND THE BOARD RECOGNIZES THAT THE CODE OF ETHICS OF THE EDUCATION PROFESSION IS CONSIDERED BY THE ASSOCIATION AND ITS MEMBERSHIP TO DEFINE ACCEPTABLE CRITERIA OF PROFESSIONAL BEHAVIOR.

C. 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 FUTURE 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 POLICIES OF THE BOARD.

D. COPIES OF THIS AGREEMENT SHALL BE PRINTED AT THE EXPENSE OF THE BOARD AND PRESENTED TO ALL TEACHERS NOW EMPLOYED OR HEREAFTER EMPLOYED BY THE BOARD.

E. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THE AGREEMENT TO ANY EMPLOYEE OR GROUP OF EMPLOYEES SHALL BE FOUND CONTRARY TO LAW, THEN SUCH PROVISION OR APPLICATION SHALL NOT BE DEEMED VALID AND SUBSISTING EXCEPT TO THE EXTENT PERMITTED BY LAW, BUT ALL OTHER PROVISIONS OR APPLICATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

ARTICLE XIX

DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1966 AND SHALL CONTINUE IN EFFECT FOR ONE (1) YEAR UNTIL THE 30TH DAY OF JUNE, 1967. THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL EXPIRE ON THE DATE INDICATED.

BOARD OF EDUCATION

By _____
ITS PRESIDENT

By _____
ITS SECRETARY

EDUCATION ASSOCIATION

By _____
ITS PRESIDENT

By _____
ITS SECRETARY

SALARY SCHEDULE

1966-67

<u>EXP.</u>	<u>NON DEGREE</u>	<u>(PERM. CERT.)</u>		
		<u>A.B.</u>	<u>A.B.+ 15 HRS.</u>	<u>M.A.</u>
0	\$4500	\$5300	\$5450	\$5600
1	\$4600	\$5459 (3)	\$5609	\$5800
2	\$4700	\$5618 (3)	\$5768	\$6000
3	\$4800	\$5777 (3)	\$5927	\$6200
4	\$4900	\$5936 (3)	\$6086	\$6400
5	\$5000	\$6095 (3)	\$6245	\$6600
6	\$5100	\$6254 (3)	\$6404	\$6800
7	\$5200	\$6439.50 (3.5)	\$6589.50	\$7000
8	\$5300	\$6625.00 (3.5)	\$6775.00	\$7200
9	\$5400	\$6810.50 (3.5)	\$6960.50	\$7400
10	\$5500	\$6996.00 (3.5)	\$7146.00	\$7600
11	\$5600	\$7181.50 (3.5)	\$7331.50	\$7800
12	\$5700	\$7367.00 (3.5)	\$7517.00	\$8000