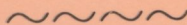


Aug. 31, 1971

Cherry Hill School District

TEACHER'S
MASTER
AGREEMENT

1969-1971



CHERRY HILL

SCHOOL DISTRICT

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

AN AGREEMENT
BETWEEN
THE CHERRY HILL BOARD OF EDUCATION
AND
THE CHERRY HILL EDUCATIONAL ASSOCIATION
FOR THE
SCHOOL YEARS 1969-1971

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	Agreement	1
I	Recognition	2
II	Association and Teachers' Rights	2 - 6
III	Professional Compensation	6 - 8
IV	Deductions for Professional Dues	8
V	School Calendar	8 - 9
VI	Teaching Hours	9 - 11
VII	Teaching Loads and Assignments	11
VIII	Qualifications, Assignment and Transfer	12 - 14
IX	Special Teaching Assignments	15
X	Teaching Conditions	16 - 18
XI	Student Discipline and Teacher Protection	19 - 21
XII	Sick Leave and Personal Leave	21 - 23
XIII	Sabbatical Leave	23 - 24
XIV	Unpaid Leaves of Absence	24 - 27
XV	Professional Improvement	27 - 28
XVI	Teacher Evaluation	28 - 29
XVII	Curriculum Council	29 - 30
XVIII	Reductions in Personnel and Annexations, Consolidations .	30 - 31
XIX	Insurance Protection	31 - 32
XX	Professional Grievance Procedure	32 - 36
XXI	Negotiation Procedures.	37 - 38
XXII	Agency Shop - Professional Responsibility	38 - 39

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XXIII	Miscellaneous Provisions	39 - 42
	Salary Schedule 1969-1970	43
	Schedule B - 1969-1971	44 - 45
	Schedule C - Continuing Membership Application	46
	Schedule D - School Calendar - 1969-1970	47
	Schedule E - School Calendar - 1970-1971	48
	Schedule F - Professional Grievance Report	49
	Schedule G - Negotiations for Master Contract	50
	Schedule H - Acknowledgement of Borrowed Sick Leave.	51
XXIV	Duration of Agreement	52

AGREEMENT 1969-1971

This AGREEMENT entered into this 3rd day of June, 1969, by and between the School Board of Cherry Hill, the City of Inkster, Michigan, hereinafter called the "BOARD" and the Cherry Hill Education Association, hereinafter called the "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the BOARD and the ASSOCIATION recognize and declare that providing a quality education for the children of the Cherry Hill District is their mutual aim and that the character of such education depends predominately 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 the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in the AGREEMENT,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, reading coordinators, coordinator of the federal and state aid programs, employed or to be employed by the BOARD (whether or not assigned to a public school building), but excluding supervisory and executive personnel, and all other non-teaching personnel not specifically enumerated above. 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.

ARTICLE II

ASSOCIATION AND TEACHERS' RIGHTS

A. Pursuant to the Michigan Public Employment Relations Acts, 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

ARTICLE II - A (continued)

will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution 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.

B. The rights granted to teachers under this AGREEMENT shall be deemed to be in addition to those provided elsewhere.

C. Upon written request to the Superintendent's office, or the office of his designee, the ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided such use shall not conflict with activities previously recorded as scheduled for the same specific area, and further provided that when the expense of special custodial or technical service is required, the BOARD may make appropriate charge therefor.

D. Duly authorized representatives of the ASSOCIATION and their respective affiliates shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and further provided that the Superintendent's office is given reasonable notification of all such meetings.

E. The ASSOCIATION shall have the right to use the equipment assigned to the high school business machines classrooms on any school day between the end of the last class of that day and 6:00 P.M., provided such equipment is not otherwise in use as part of the instructional program. Any other use of equipment must be

ARTICLE II - E. (continued)

approved by the building administrator in charge thereof. The ASSOCIATION agrees to pay \$100 on or before January 1, 1970, to cover the wear, tear and depreciation of such equipment for the 1969-70 school year. The ASSOCIATION shall have the option to extend this arrangement to the 1970-71 school year by notifying the BOARD of its intention to do so prior to the commencement of that year. Damage to equipment caused by the ASSOCIATION in excess of ordinary wear and tear shall be charged to the ASSOCIATION.

F. The ASSOCIATION shall have the right to post notices of its activities and matters of ASSOCIATION concern on teacher bulletin boards, at least one of which shall be provided in each school building. The ASSOCIATION may use the DISTRICT mail services and TEACHER mail boxes for communications to TEACHERS. No TEACHER shall be prevented from wearing insignia pins or other identification of membership in the ASSOCIATION either on or off school premises.

G. The BOARD agrees to furnish to the ASSOCIATION in response to its requests all available information concerning the financial resources of the DISTRICT, including but not limited to: annual financial reports, audits, register of certified personnel, tentative budgetary requirements when ready for public hearing, agendas and minutes of all BOARD meetings, treasurer's reports, releases to BOARD members which are not of a confidential nature, census and membership data, names and addresses of all teachers, 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.

ARTICLE II (continued)

H. There is hereby established a Standing Committee composed of the President of the Board, Superintendent of Schools, and the President and one representative from the ASSOCIATION for the discussion of all DISTRICT affairs in which either side may have an interest. The Committee will meet not less than once monthly.

I. 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. The private and personal life of any TEACHER is not within the appropriate concern or attention of the BOARD. This paragraph does not preclude the right of the BOARD to discipline or to discharge TEACHERS as permitted under the Tenure Act with regard to performance of professional duties.

J. 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 themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin.

K. 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, or any mediation as permitted by law, or an arbitrator appointed pursuant to the provisions of this AGREEMENT.

ARTICLE II (continued)

L. Delegations from the ASSOCIATION shall have the right to attend meetings of the BOARD and shall be accorded sufficient time to make presentations, provided that requests for such time shall be submitted to the office of the Superintendent no later than the Thursday preceding the meeting at which such presentation is to be made and the subject matter of such presentation shall be first discussed with the Superintendent.

M. No TEACHER shall be required while on duty to engage in any activity which is unduly hazardous to health, life or limb.

N. The BOARD shall provide to the President of the ASSOCIATION or his designee a maximum of ten (10) days release time from his classroom duties without loss of pay during each school year in order to allow him to attend meetings, conferences or seminars of the Michigan Education Association or its affiliates. It is understood that such paid release time shall not be utilized for activities designed to aid the ASSOCIATION in the preparation and/or development of collective bargaining materials or skills. The President of the ASSOCIATION or his designee may have sufficient additional release time to attend to other business of the ASSOCIATION, provided that any such additional release time shall be chargeable to the individual at the rate required to provide substitute services. Requests for release time under this paragraph shall be made to the office of the Superintendent at least forty-eight (48) hours prior to the commencement of such leave.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The basic salaries of TEACHERS covered by this AGREEMENT are set forth in Schedule A which is attached to and incorporated in this AGREEMENT.

ARTICLE III - A. (continued)

Such salary schedule shall remain in effect during the term of this AGREEMENT.

B. All TEACHERS shall be given full credit up to a maximum of five years on the Salary Schedule for outside teaching experience in any school district. Time spent in military service up to a maximum of three years shall be considered teaching experience for purposes of this paragraph. Credit for teaching experience beyond five years up to a maximum of ten years may be granted at the discretion of the Superintendent.

C. Each TEACHER who has earned at an NCATE accredited college or university ten graduate semester credit hours beyond the Bachelor's degree, MA, MSW, MAW+30, Ed. Spec., or Doctorate categories of the Salary Schedule shall receive \$100 in addition to the salary to which he would otherwise be entitled.

D. TEACHERS involved in extra duty assignments set forth in Schedule B which is attached to and incorporated in this AGREEMENT shall be compensated in accordance with the provisions thereof.

E. TEACHERS required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten cents per mile. The same allowance shall be given for required use of personal cars for field trips or other business of the DISTRICT.

F. TEACHERS working less than full time shall be compensated at a rate at least proportional to the full time salary as established in this AGREEMENT with the exception of substitute teachers employed on a daily basis.

ARTICLE III - A. (continued)

G. If a TEACHER completes the necessary prerequisites to qualify him for additional remuneration under this AGREEMENT during a contract year, the increase shall be pro-rated for the remainder of the contract year in the same relation as the remaining number of months bears to ten.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. TEACHERS may at any time sign and deliver to the BOARD an assignment in the form set forth in Schedule C authorizing deduction of membership dues of the ASSOCIATION (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the TEACHER in writing and copies thereof are delivered to the ASSOCIATION and the BOARD.

B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning to September and ending in June of each year and the BOARD agrees promptly to remit to the respective ASSOCIATIONS all monies so deducted, accompanied by a list of TEACHERS from whose pay the deductions have been made.

ARTICLE V

SCHOOL CALENDAR

A. The school calendar for the 1969-70 school year is set forth in Schedule D which is attached hereto and incorporated herein by reference.

B. The school calendar for the 1970-71 school year is set forth in Schedule E which is attached hereto and incorporated herein by reference.

ARTICLE V (continued)

C. The above calendars shall govern the work periods for all members of the bargaining unit except as to those individuals specifically named below whose work periods shall be altered in accordance with the following schedule:

<u>POSITION</u>	<u>EARLY COMMENCEMENT</u>	<u>LATE TERMINATION</u>
Counsellors	Two weeks	Two weeks
Librarians	Two weeks	Two weeks
Reading Coordinator	One week	One week
Social Workers	One week	One week
Co-op Director	Two weeks	None
Co-op Coordinator	One week	None

D. The school calendar may be affected by changes in Federal and/or State Legislation relative to an established starting date for school, as well as on three-day holiday week-ends. In the event of such changes, the school calendar shall be adjusted to reflect the altered holiday periods and/or starting date.

ARTICLE VI

TEACHING HOURS

A. The TEACHERS' hours in the secondary schools shall be as follows:

	<u>HIGH SCHOOL</u>	<u>JR. HIGH SCHOOL</u>
1. TEACHERS shall not be required to be in the building any earlier than	7:45 AM	8:00 AM
2. TEACHERS shall not be required to remain on school premises later than (except in case of emergency)	3:00 PM	3:00 PM

ARTICLE VI (continued)

B. The TEACHERS' hours in the elementary schools shall be as follows:

1. TEACHERS shall not be required to be on school premises any earlier than 8:30 A.M.
2. TEACHERS shall not be required to remain on school premises later than (except in case of emergency) 3:45 P.M.

C. Shared Time TEACHERS and special TEACHERS shall not be required to have longer hours than the regular classroom TEACHERS.

D. No TEACHER shall be required to work beyond the time stated above. It is understood that in a few areas the ASSOCIATION recognizes that there should be a measure of voluntary participation without compensation on the part of the professional staff. These should be held to a minimum, and where possible, these functions shall be performed during the school day.

E. All TEACHERS who are required to remain on the premises until 3:45 P.M. shall be entitled to not less than a fifty (50) minute, duty free, uninterrupted lunch period. All other TEACHERS shall be entitled to not less than a twenty-five (25) minute, duty free, uninterrupted lunch period. No TEACHER shall supervise a lunchroom except on a voluntary basis. TEACHERS who are short hours, can be used for lunchroom supervision as well as other functions to fulfill their work day. No TEACHER shall be required to remain in the building during his lunch hour.

F. Elementary classroom TEACHERS shall not be required to be present during periods when their classes are scheduled to receive art, music, and physical education instruction. If no TEACHER is available to provide such special instruction during the scheduled period, the classroom TEACHER shall be permitted to serve as a substitute at the pro-rated substitute pay. The

ARTICLE VI (continued)(F)

administration will endeavor to provide elementary TEACHERS with at least one fifteen (15) minute period each half day wherein he is freed of the obligation of student supervision.

G. TEACHERS of elementary physical education, music and art, all librarians, speech therapists, reading consultants, social workers, counselors, and special education teachers shall be provided with relief and preparation time equivalent to that of the other TEACHERS in the DISTRICT.

H. A TEACHER engaged during the school day in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

A. The weekly teaching load in the junior and senior high school shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this paragraph. The weekly teaching load in the elementary schools shall not exceed twenty-seven and one-half (27 1/2) hours of teaching or supervisory periods.

B. No TEACHER shall be required to undertake a teaching load in excess of that set forth in Paragraph A of this Article without his consent. Any secondary TEACHER accepting a sixth period of instruction shall be compensated at not less than \$4.50 per hour (pro-rated substitute pay) for assignments of less than three (3) weeks' duration and 1/1200 his annual salary for each such period if the assignment is for three (3) weeks' duration or longer.

ARTICLE VIII

QUALIFICATIONS, ASSIGNMENT AND TRANSFER

A. No new TEACHER shall be employed by the BOARD for a regular teaching assignment who does not have a Bachelor's degree from an NACTE accredited college or university, or who does not hold a valid life certificate issued by the Michigan Department of Education.

B. The employment of TEACHERS upon special certificates is to be permitted only where the TEACHER has outstanding credentials in accordance with the State Certification Code and the ASSOCIATION shall be so notified in each instance.

C. Since pupils are entitled to be taught by TEACHERS who are working within their area of competence, TEACHERS shall not be assigned outside the scope of their teaching certificates in the elementary schools, or their major or minor fields of

ARTICLE VIII - QUALIFICATIONS, ETC. C. (continued)

study in the secondary schools. The administration will strive to assign TEACHERS within their major fields of study where logical and possible.

D. The BOARD declares its support of a policy of filling vacancies, within the bargaining unit, from within its own teaching staff. Assignment and voluntary transfer of professional personnel shall be made by the Superintendent on the basis of the following criteria:

1. Qualification of the TEACHER
 - a. Degree of competency (professional preparation)
 - b. Extent of experience
 - c. Contributions which the TEACHER could make to students
2. Length of service in this school district (length of service shall be determined by totalling the amount of continuous employment in schools in the district, including substitute service, irrespective of tenure status, and shall include all periods when the TEACHER was on sabbatical leave, professional leave of absence, or engaged in teaching-related experience).

E. While it is the right of the Superintendent to transfer TEACHERS as he deems necessary, such transfers shall be for good cause, and he will in all such cases confer with any TEACHER to be so transferred, and will give due consideration to the desires of the TEACHER.

F. Every TEACHER shall be given written notice of his assignment for the forthcoming year no later than the preceding fifteenth day of May. In the event that changes in such assignment are proposed, every TEACHER affected shall be notified promptly and consulted. In no event shall changes in the TEACHER'S assignment be made later than the 15th day of August preceding the commencement of the school year,

ARTICLE VIII (Continued) F.

unless all reasonable alternatives have been exhausted and it is deemed to be necessary under the circumstances. No change shall be made in a TEACHER's assignment after August 15 if administration knew of the change earlier but failed to notify the TEACHER affected within a reasonable time.

G. Whenever any vacancy occurs or a newly created position is established within the bargaining unit, 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 between the commencement of any school year and May 1 of any school year except on a temporary basis, unless such vacancy shall have been posted for at least ten (10) days.

H. Any TEACHER may apply for such vacancy. In filling such vacancy, the BOARD agrees to make its decision based on those criteria in Section D of this Article.

I. No TEACHER shall be denied the right to apply for transfer to a job vacancy for which he is qualified. Any applicant with less service in the system shall not be awarded such a position unless his qualifications are substantially superior to applicants with greater service. The BOARD shall continue a policy of promotions from within its own teaching staff including promotions to supervisory and executive levels.

J. 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 IX

SPECIAL TEACHING ASSIGNMENTS

A. Assignments for the Driver Education and Summer School Programs shall be made by the BOARD on the basis of preference to TEACHERS possessing permanent, life, or provisional certificates, regularly employed as TEACHERS in the DISTRICT during the normal school year. Assignments for substitute teaching internally shall be made by the BOARD on the basis of preference to TEACHERS possessing permanent, life, or provisional teaching certificates, regularly employed as TEACHERS in the DISTRICT during the normal school year. No TEACHER shall be assigned to teach driver education or summer school program without his consent.

B. The BOARD agrees at all times to maintain an adequate list of substitute teachers. Once a TEACHER has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute TEACHER. Substitutes who are not currently under contract shall be certified substitutes and shall be compensated at a rate of not less than \$22.50 per day for a teaching day and load as defined above.

C. No TEACHER shall be assigned to supervise a student TEACHER unless he has tenure status and has consented to the assignment.

D. Summer School positions shall be posted in accordance with ARTICLE VIII and shall follow the posting procedure in effect for the regular school year as in Article VIII.

ARTICLE X (continued)

Building Principal will make every effort to balance and equalize class sizes.

The BOARD will have ready on or before May 1 of the preceding year a student projection considering all alternatives affecting class size, i.e., classroom availability, retention and promotion statistics, etc. The BOARD shall then discuss class loads as an agenda item in special conference with the ASSOCIATION.

B. The BOARD recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual 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 and the BOARD undertakes promptly to implement all joint decisions thereon made by its representatives and the ASSOCIATION. The BOARD agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. The ADMINISTRATION shall strive to hold to a minimum any obligation on the part of TEACHERS to collect monies and to eliminate this duty wherever possible. In no event shall elementary TEACHERS be required to collect milk monies more than once a month.

D. Under no circumstances should a TEACHER be required to drive a school bus.

E. The BOARD shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for TEACHER use and at least one room, appropriately furnished, shall be reserved for use as a faculty lounge.

ARTICLE X (continued)

F. Adequate paved parking facilities shall be made available to TEACHERS for their exclusive use and said facilities shall be properly maintained, including removal of snow and debris.

G. The BOARD and the ASSOCIATION agree that a minimum allocation of ONE HUNDRED DOLLARS (\$100.00) is to be granted each school year for each of the seven (7) schools of the District for TEACHER resource materials. Proposed selections for TEACHER resource materials shall be submitted to the building librarian who shall order said materials subject to review by the Building Principal.

H. The BOARD shall provide a telephone in the Junior High School and Senior High School buildings for TEACHER use. The Standing Committee of the BOARD and the ASSOCIATION shall compose reasonable rules and regulations relative to such use. This paragraph is in no way intended to restrict the telephone privileges currently enjoyed by the elementary school TEACHERS.

I. The BOARD and the ASSOCIATION will meet to develop a Code of Ethics.

ARTICLE XI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Since the TEACHER'S authority and effectiveness in his classroom are enhanced by administrative support, the BOARD recognizes its responsibility to give all reasonable assistance to TEACHERS with respect to maintenance of control and discipline in the classroom. Whenever it is determined by a qualified person that a particular pupil requires the attention of special counselors, social workers, law enforcement authorities, physicians or other professional persons, the BOARD shall take steps to provide the assistance of such professional persons to the extent and in the manner required by the person who made such evaluation. The BOARD further recognizes that a TEACHER may not fairly be expected to assume nor shall he be charged with responsibility for emotionally disturbed children when the presence of such a child in the classroom is unduly detrimental to the education of the other pupils.

B. A TEACHER may send a student to the office when the grossness of the offence, the persistence of misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher shall simultaneously furnish the principal or other appropriate person, a written report containing full particulars of the incident. Within 24 hours of the submission of this report, the TEACHER shall be similarly notified in writing of the action taken by the administration to prevent a recurrence of the situation which led to the exclusion. If no action has been taken, the TEACHER shall be notified in writing of the reasons therefor.

C. Any case of assault or battery upon a TEACHER sustained in the course of his employment shall promptly be reported to the BOARD or its designated representative. The BOARD will provide legal counsel to advise the TEACHER of

ARTICLE XI - C. (continued)

his rights and obligations with respect to such assault or battery, and shall render all reasonable assistance to the TEACHER in connection with the handling of the incident at all levels, including involvement of law enforcement and judicial authorities, provided the TEACHER signs a complaint as a result of the matter.

D. If any TEACHER is complained against or sued by reason of disciplinary action taken by the TEACHER against a student while said TEACHER was in the course of his employment, the BOARD shall provide legal counsel and render all necessary assistance to the TEACHER in his defense.

E. Time lost by a TEACHER in connection with any incident mentioned in this Article shall not be charged against the TEACHER.

F. The BOARD shall reimburse TEACHERS up to \$150 for each occurrence of loss, damage, or destruction of clothing or personal property suffered while on duty while on school premises, or as a result of their employment, except that if reimbursement of such loss, destruction, or damage is otherwise provided by some policy of insurance or other source, then the BOARD shall not be liable for that amount reimbursed by such other sources. Nothing contained in this Article shall obligate the BOARD to reimburse TEACHERS for monies lost or stolen as a result of their own negligence.

G. If a TEACHER is injured while in the line of duty, the BOARD shall assume all resulting expenses incurred within one (1) year of the date of injury provided that such expense was not covered by Workmen's Compensation or other policy of insurance.

H. 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

ARTICLE XI - H (continued)

any infraction of rules or delinquency 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.

I. 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 asserted by the BOARD or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis of disciplinary action upon the request of the affected TEACHER, shall be made available to the TEACHER and the ASSOCIATION.

ARTICLE XII

SICK LEAVE AND PERSONAL LEAVE

SICK LEAVE

A. All TEACHERS shall be allowed ten (10) fully compensated sick leave days per contractual year. Such days may be used for any illness of the TEACHER or member of his immediate family. If approved, sick leave days may also be used for attendance at the funeral service of any person whose relationship to the TEACHER warrants such attendance.

B. Each TEACHER shall be entitled to an accumulation of one hundred (100) days of the unused portion of each year's sick leave which shall be available in future years.

C. A tenure TEACHER who has exhausted his cumulative leave may borrow up to ten (10) days of additional sick leave for purposes of illness, providing he signs and delivers to the BOARD an acknowledgement of borrowed sick leave as attached in Schedule H.

ARTICLE XII - (continued)

PERSONAL LEAVE

A. TEACHERS shall be granted three (3) days of personal leave per year to attend to urgent business that can only be transacted during the normal school day, provided arrangements for such leaves are made with the principal at least two (2) days in advance, and are approved by the Superintendent of Schools.

B. Unused personal leave days may be added and accumulated as sick leave for the following year.

C. The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized by the BOARD OF EDUCATION as a personal leave day, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions, will, upon request, be reviewed by the Superintendent of Schools to determine whether such leave should be granted.

D. Leaves of absence with pay not chargeable against the TEACHER'S allowance shall be granted in the following instances:

1. A maximum of 5 days for each occurrence of death in the immediate family.
2. Absence when a TEACHER is called for jury service. The BOARD reserves the right to obtain jury duty exemption under this clause, but in the event a TEACHER must serve, the BOARD shall pay the difference between the jury duty fee and the TEACHER'S regular salary.
3. Court appearance as a witness in any case connected with the TEACHER'S employment or the school, or up to 5 days per year whenever the TEACHER is subpoenaed or other summons to attend any other proceedings.

4. Approved visitation at other schools or for attending educational conferences or conventions, including ASSOCIATION meetings.
5. Time necessary to take selective service physical examination.

ARTICLE XIII

SABBATICAL LEAVE

A. TEACHERS as defined in the AGREEMENT who have been employed by the Cherry Hill School system for seven years or more may be granted a sabbatical leave for one year for participation in any one year for participation in any one of the following programs:

1. Program of study at accredited college or university
2. Individual program of research
3. Program of investigative travel
4. Participation in programs of research, education, or the like, sponsored by governmental agencies, foundations, or similar institutions.

B. TEACHERS desiring such leave shall make application to the Superintendent and submit a detailed proposed sabbatical program, to the Curriculum Council for their approval. In the event the Curriculum Council rejects a proposed sabbatical program the applicant shall have the right to submit this program to the Superintendent for his review. An initial decision by the Curriculum Council, or by the Superintendent after review, that a proposed program is acceptable, shall be a final determination of that question.

C. The Superintendent shall have discretion in the selection of TEACHERS for sabbatical leave, but shall give preferential consideration to those applicants with longer service in the DISTRICT.

ARTICLE XIII - SABBATICAL LEAVE - B (continued)

D. Sabbatical leave shall be granted to up to 1% of the TEACHERS in the DISTRICT each year provided there are sufficient applicants: (1) with the requisite service in the DISTRICT, and (2) with acceptable sabbatical programs.

E. A TEACHER on sabbatical leave shall be considered to be in the employ of the BOARD, but shall receive no compensation or fringe benefits during the term of said leave. Upon return from such leave a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such periods.

F. No TEACHER shall be permitted a sabbatical leave within seven years of his return from sabbatical leave.

ARTICLE XIV

UNPAID LEAVES OF ABSENCE

A. A leave of absence of up to one (1) year shall be granted to any TEACHER upon application, for the purpose of engaging in study reasonably related to his professional responsibilities at an accredited college or university. Upon application by the TEACHER prior to April 15 of the year of the leave, the Superintendent may extend such leave for an additional period of up to one (1) year. Upon return from such leave, a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period.

B. A leave of absence of up to one (1) year shall be granted to any TEACHER, upon application for the purpose of participating in exchange teaching programs in other states, territories, or countries, provided said TEACHER

ARTICLE XIV - B (continued)

states his intention to return to the school system. Upon application by the TEACHER prior to April 15 of the year of the leave, the Superintendent may extend such leave for an additional period of up to one (1) year. Upon return from such leave, a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period.

C. A leave of absence of up to one (1) year shall be granted to any TEACHER upon application, for the purpose of participating in foreign or military teaching programs provided said TEACHER states his intention to return to the school system. Upon application by the TEACHER, prior to April 15 of the year of the leave, the Superintendent may extend such leave for an additional period of up to one (1) year. Upon return from such leave, a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period.

D. A leave of absence of up to one (1) year shall be granted to any TEACHER, upon application, for the purpose of joining the Peace Corps, Teachers' Corps or Job Corps as a full time participant in such program. Upon application by the TEACHER prior to April 15 of the year of leave, such leave shall be extended up to one (1) year more. Upon return from such leave, a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period.

E. A leave of absence of up to one (1) year shall be granted to any TEACHER, upon application, for the purpose of engaging in a cultural travel or work program related to his professional responsibilities. Upon application by the TEACHER prior to April 15 of the year of leave the Superintendent may extend such leave for an additional period of up to one (1) year. Upon return from such leave, a

ARTICLE XIV - E (continued)

TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period.

F. A military leave of absence shall be granted to any TEACHER who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a TEACHER shall be placed at the same position on the salary schedule as he would have been had he taught in the DISTRICT during such period. This person shall have been certified at the point of his induction or enlistment.

G. TEACHERS who are officers of the ASSOCIATION or are appointed to its staff shall, upon proper application, be given leave of absence without pay for the purpose of performing duties for the ASSOCIATION. A TEACHER returning from leave provided in this paragraph shall be credited with the same teaching experience as he had at the time that he left.

H. A leave of absence shall be granted to any TEACHER upon application for the purpose of campaigning for, or serving in, a public office. A TEACHER returning from leave provided in this paragraph shall be credited with the same teaching experience as he had at the time that he left.

I. A maternity leave shall be granted without pay commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the TEACHER may be permitted to complete the semester. At any time within two (2) years of such leave, a TEACHER shall be entitled to return to a teaching position for which she is qualified. A female TEACHER adopting a child may receive a similar leave which shall commence upon entry of an order by the probate court awarding custody to said TEACHER. A TEACHER returning from leave provided in this paragraph shall

ARTICLE XIV - I (continued)

shall be credited with the same teaching experience as he had at the time that she left.

J. Any TEACHER whose personal illness extends beyond the period covered by his accumulated sick leave shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. A TEACHER returning from leave provided in this paragraph shall be credited with the same teaching experience as he had at the time that he left.

K. A leave of absence of up to one (1) year may be granted to any TEACHER upon application, at the discretion of the BOARD OF EDUCATION, for any additional appropriate purpose. Upon application by the TEACHER prior to April 15 of the year of the leave, the Superintendent may extend such leave, the Superintendent may extend such leave for an additional period of up to one (1) year. A TEACHER returning from leave provided in this paragraph shall be credited with the same teaching experience as he had at the time that he left.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. At the request of the ASSOCIATION, or on the BOARD'S initiative, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All TEACHERS desiring to attend shall be allowed

ARTICLE XV - PROFESSIONAL IMPROVEMENT - B (continued)

to do so.

ARTICLE XVI

TEACHER EVALUATION

A. The work performance of all TEACHERS shall be evaluated in writing. Probationary TEACHERS shall be evaluated each semester during the school year. Tenure TEACHERS shall be evaluated at least once a year.

B. Evaluation shall be conducted by the TEACHER'S immediate supervisor or an administrator working in the same building or otherwise familiar with the TEACHER'S work.

C. It is recognized that the evaluation of TEACHERS is a continuous process, however, classroom observation shall not be less than 30 minutes per report. All monitoring or observation of the work of a TEACHER shall be conducted openly and with full knowledge of the TEACHER. The use of eavesdropping, closed circuit, television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

D. Within two weeks of the last observation, the administrator shall hold a personal interview with the TEACHER he observed and discuss his evaluation. Efforts shall be made to support opinions expressed in the written evaluation with examples observed by the evaluating administrator. All evaluations must be signed by the person who has been evaluated and the evaluating administrator, and a copy furnished to the TEACHER evaluated.

E. No later than April 1 of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary TEACHER. If the report contains any information not previously made

ARTICLE XVI - TEACHER EVALUATION - E. (continued)

known to and discussed with the probationary TEACHER, the TEACHER shall have an opportunity to submit additional information to the Superintendent. In the event a probationary TEACHER is terminated the BOARD will advise the TEACHER of the reasons therefor in writing and provide a hearing if requested by the TEACHER.

F. Each TEACHER shall have the right, upon request, to review the contents of his own personnel file with the exception of materials submitted to the SCHOOL DISTRICT in confidence. A representative of the ASSOCIATION, may, at the TEACHER'S request, accompany the TEACHER in this review.

G. TEACHERS shall be notified when any complaint is placed in their file by the BOARD or its duly appointed representative at the time of its inclusion.

ARTICLE XVII

CURRICULUM COUNCIL

It is hereby agreed that the Curriculum Council shall be continued in accordance with the provisions of this Article. The Council shall systematically review at regularly fixed meetings, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans and similar materials and procedures in the light of the purposes, philosophy and educational goals of the DISTRICT. Additional ad hoc committees may be established to review particular areas of the curriculum. The committees herein established shall investigate and submit recommendations to both the ASSOCIATION and the Assistant Superintendent in charge of curriculum.

- A. This Council shall consist of the following representatives:
1. Assistant Superintendent in charge of curriculum, chairman
 2. Two elementary principals, 2 secondary principals and
Director of Special Education

ARTICLE XVII (continued)

3. Two early elementary TEACHERS, two later elementary TEACHERS, and one kindergarten TEACHER selected by TEACHERS of the DISTRICT. No two elementary representatives shall be from any one building.
 4. Two secondary TEACHERS from each building elected from different disciplines by the staffs of the building
 5. One special service TEACHER of fine and practical arts elected by the staff in that area
 6. Reading Coordinator
- B. Sufficient released time shall be provided to the members of the Council in order to allow them to attend all sessions.
- C. The reports of this Council shall be prepared in written form and submitted to the Superintendent, the ASSOCIATION, and made available in each school library in the DISTRICT.
- D. The Council shall meet at least once a month devoting a minimum of one half day to each session and shall establish those procedures it deems appropriate for efficient operation.

ARTICLE XVIII

REDUCTIONS IN PERSONNEL AND ANNEXATIONS
AND
CONSOLIDATIONS OF DISTRICTS

- A. To the full extent permitted by law, this AGREEMENT shall be binding upon the BOARD and its successor personnel and upon any school DISTRICT into which or with which this DISTRICT shall be merged or combined.

ARTICLE XVIII (continued)

B. In the event this DISTRICT shall be combined with one or more districts, the BOARD shall use its best efforts to assure the continued recognition of the ASSOCIATION and the continued employment of its members in such consolidated DISTRICT.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of TEACHERS employed by the BOARD, the BOARD will retain, as nearly as possible, those TEACHERS with permanent teaching certificates having the longest service in the DISTRICT. The BOARD will further use its best efforts to assist all TEACHERS terminated for lack of work to secure employment in adjacent school district upon terms and conditions as nearly comparable as possible. Nothing contained herein shall be construed to relieve the BOARD from liability for failure to fulfill the terms of any contract with a TEACHER.

ARTICLE XIX

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617, of School Code of 1955, as amended, the BOARD agrees to furnish to all TEACHERS the following insurance protection:

A. The BOARD shall provide without cost to the TEACHER, comprehensive hospitalization, medical, and surgical protection, to the TEACHER and his immediate family under the Super Medical MEA Insurance plan or an equivalent plan at a comparable rate. Any TEACHER may elect in lieu of the above insurance, optional benefits offered by MEA up to the current rate of single subscriber hospitalization, medical and surgical insurance. It is understood that the BOARD is not obligated to provide hospitalization, medical, and surgical protection to any TEACHER who is a beneficiary under a similar plan provided

ARTICLE XIX - A (continued)

by an employer of that TEACHER or of a relative of that TEACHER.

B. The BOARD shall make payments of insurance premiums for each employee to provide insurance coverage for a full twelve (12) month period commencing September 1 and ending August 31, for each school year governed by this CONTRACT. Any TEACHER who terminates his services shall not receive insurance coverage beyond the end of the month of termination. Authorized leave of absence commencing at the beginning of a school year shall not be deemed termination so as to preclude payment of premiums falling due during the summer months preceding such leave.

C. The BOARD shall deduct from the salary of any TEACHER requesting additional insurance protection available under the group policy in effect in the DISTRICT, the amount authorized for such deduction by said TEACHER. At the individual TEACHER'S request an amount shall be deducted from his last salary sufficient to pay any such additional premium during the summer months. All monies deducted under this provision shall be transmitted to the proper carriers at the appropriate time.

ARTICLE XX

PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance is a complaint submitted in writing by a teacher or the ASSOCIATION, hereinafter referred to as the "grievant", involving any alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

B. The TEACHER shall first discuss his complaint with his principal or supervisor in an attempt to resolve it informally. All complaints which may ultimately become grievances shall be brought to the principal or supervisor by the TEACHER within five (5) school days of the alleged violation.

ARTICLE XX (continued)

C. If the complaint has not been resolved by the principal or supervisor within three (3) school days after being presented the grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule F signed by the grievant and the grievant's ASSOCIATION representative or an officer of the ASSOCIATION, which form shall be available for the ASSOCIATION representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him. Such a written grievance may not be filed later than twenty (20) school days after the alleged violation.

D. Within three (3) school days of receipt of the written grievance, the principal or supervisor shall meet the ASSOCIATION in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the ASSOCIATION.

E. If the grievance is not resolved, or if no disposition has been made within three (3) school days of such meeting, if one is held, (or four (4) school days from the date of submission, if no such meeting has been held), the grievance may be transmitted to the Superintendent. Referral to the Superintendent may not be made later than thirty (30) school days after the alleged violation.

F. Within three (3) school days of receipt of the grievance, the Superintendent or his designee shall meet with the ASSOCIATION in an effort to resolve the grievance. He shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the ASSOCIATION.

ARTICLE XX (continued)

G. If the grievance is not resolved, or if no disposition has been made within three (3) school days of such meeting (or four (4) school days from the date of filing with the Superintendent, if no such meeting has been held), the grievance may be transmitted to the BOARD by filing a written copy thereof with the Secretary or other designee of the BOARD. Appeal to the BOARD may not be made later than forty (40) school days after the alleged violation.

H. The BOARD no later than its next regular meeting, or two calendar weeks, whichever shall be sooner, shall hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the BOARD shall be made no later than ten (10) calendar days thereafter. A copy of such disposition shall be furnished to the ASSOCIATION.

I. If the grievance is not resolved, or if no disposition has been made nor any consideration given to the grievance within the periods above provided, the grievance, at the option of the ASSOCIATION, may be submitted to binding arbitration before an impartial arbitrator selected by the parties. Request for submission to arbitration may not be made later than seventy (70) school days after the alleged violation. If the parties cannot agree as to the arbitrator within five (5) days of the request, he shall be selected by the American Arbitration Association in accordance with its rules, which rules shall also govern the arbitration proceeding. The BOARD and the ASSOCIATION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, discard, modify, add to or subtract from the terms of this Agreement. The parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered

ARTICLE XX - I. (continued)

in any court of competent jurisdiction.

J. The fees and expenses of the arbitrator shall be shared equally by the parties.

K. The arbitrator shall have no power to establish new salary schedules.

L. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Failure to re-employ any probationary teacher or the placing of any non-tenure teacher on a third year of probation;
2. The termination of any extra-curricular assignment to which a teacher has been assigned (it is understood between the parties that extra-curricular positions are non-tenure in status; and that he has the right of appeal in the event that his services are terminated).
3. Any claim or complaint which may be subject to the procedures specified in the Teacher Tenure Act (Act No. 4 of the Public Acts, Extra Session, 1937, Michigan, as amended).

M. It is further understood that the binding arbitration clause is subject to Article XII, Section C, of this Agreement which states that if binding arbitration is found illegal by the courts, or is contrary to law, then this provision shall become null and void.

N. If any TEACHER for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XX (continued)

O. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 7 of any year, and strict adherence to the time limits may result in hardship to any party, the BOARD shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

P. If an individual TEACHER has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the ASSOCIATION and opportunity for an ASSOCIATION representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the TEACHERS shall be the sole responsibility of the ASSOCIATION.

Q. During the pendency of any proceeding 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.

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

S. Notwithstanding the expiration of this Agreement, any grievance in process arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE XXI

NEGOTIATION PROCEDURES

A. It is contemplated that the terms and conditions of employment provided herein shall remain in effect for the duration of this AGREEMENT unless altered by the mutual consent of the parties as expressed in a written instrument signed by each of them. Because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion in such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering and striving to resolve such matters. Any resolution altering, changing, adding to, or deleting from, or modifying this AGREEMENT shall be made voluntarily and with the mutual consent of each of the parties as expressed in a written AGREEMENT signed by each of them.

B. On or before March 15, 1971, the parties will begin negotiations for a new AGREEMENT covering wages, hours, terms and conditions of employment.

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 the BOARD OF EDUCATION and the ASSOCIATION, but the parties mutually pledged that the selected representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make 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 or take any other lawful measures it may deem appropriate.

E. CONTRACT negotiations shall hereafter be conducted on the basis of one-half release time and one-half time outside the school day.

ARTICLE XXII

AGENCY SHOP

PROFESSIONAL RESPONSIBILITY

Note: (This clause shall not be effective until the 1970-71 school year)

A. Consistent with the Code of Ethics of the Education Profession, membership in the ASSOCIATION shall be open to all TEACHERS regardless of race, creed, sex, marital status or national origin.

B. All TEACHERS as a condition of continued employment shall either join the ASSOCIATION and pay their dues directly or through the payroll deduction plan set forth in this AGREEMENT, or cause to be paid to the ASSOCIATION a representation fee equivalent to the dues and assessments levied by THE CHERRY HILL EDUCATION ASSOCIATION or its members, provided that if such dues and assessments exceed FIFTY (\$50) DOLLARS, the described representation fee shall be limited to FIFTY (\$50) DOLLARS. In the event that a TEACHER fails to meet the obligations of this paragraph for a period of one (1) year after its effective date or the date of his employment, whichever is later, the BOARD agrees that in order to effectuate the purposes of the P.E.R.A. and this AGREEMENT, the services of any such TEACHER shall be discontinued at the end of the one (1) year default. The refusal of any TEACHER to contribute his share of the costs as set forth in this paragraph is recognized by

ARTICLE XXII - B (continued)

the parties as reasonable and just cause for termination of employment.

C. No TEACHER shall have his employment terminated under this Article until the validity of the "Agency Shop" clause is upheld by the Supreme Court of the State of Michigan.

D. The ASSOCIATION agrees to hold the BOARD harmless from any and all losses suffered as a result of any litigation by a TEACHER whose services have been terminated under this Article.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. No polygraph or lie detector device shall be used in any investigation of any TEACHER.

B. This AGREEMENT shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this AGREEMENT.

C. Any individual CONTRACT between the BOARD and an individual TEACHER, heretofore executed shall be subject to and consistent with the terms and conditions of this AGREEMENT AND ANY INDIVIDUAL CONTRACT hereafter executed shall be expressly made subject to and consistent with the terms of this AGREEMENT or subsequent AGREEMENTS to be executed by the parties. If an individual contract contains any language inconsistent with this AGREEMENT, this AGREEMENT, during its duration shall be controlling.

D. This AGREEMENT shall supersede any rules, regulations, or practices of the BOARD which shall be contrary to or inconsistent with its terms. The provisions of this AGREEMENT shall be incorporated into and be considered part of the established policies of the BOARD.

ARTICLE XXIII- (continued)

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 be invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Copies of this AGREEMENT and the current TEACHER policies of the DISTRICT shall be printed at the expense of the BOARD and presented to all TEACHERS now employed or hereafter employed by the CHERRY HILL SCHOOL DISTRICT.

G. All pay checks shall be issued to employees, in person, by their individual supervisors or his professional designee.

H. The Personnel Policy Manual of the School District shall continue in effect except as limited, altered or supplemented by this AGREEMENT, provided further that any provision in the Policy Manual that is inconsistent with the terms of this AGREEMENT is null and void. However, policies of the SCHOOL BOARD, as they apply to TEACHERS shall be reviewed by the Standing Committee.

I. In addition to those amounts provided elsewhere, the BOARD shall deduct, from each paycheck of any TEACHER upon his submission of a written authorization, that amount designated for any or all of the following purposes:

1. The purchase of United States Savings Bonds
2. Contributions to the Wayne Out-County Teachers' Credit Union
3. Premium payments for individual annuity policies as previously approved by the BOARD.

All monies deducted pursuant to written authorization shall be promptly forwarded to the appropriate agency or organization.

ARTICLE XXIII (continued)

J. The individual TEACHER shall, no later than ten (10) days prior to the end of the first pay period, notify the payroll office in writing of his choice of either of the following pay schedules for that year:

1. A schedule of twenty (20) pay periods occurring between September and June
2. A schedule of twenty-six (26) pay periods occurring between September and August
3. A schedule of twenty (20) pay periods occurring between September and June with 1/26 of annual salary being paid at the end of each of the first nineteen (19) pay periods and the balance of the annual salary being paid at the end of the twentieth (20th) pay period.

K. Failure to notify the payroll office within the above described period shall be deemed an election of Option #2. Any TEACHER desiring to change his election from Option #2 to Option #3 may do so by so notifying the payroll office by February 1 of the appropriate school year.

L. The direction of employees, the right to plan, direct and control school district operations, the right to hire, transfer, suspend or discharge for proper cause, the right to make reasonable rules governing the school district, the right to introduce new or improved methods or facilities, and the right to exercise the traditional prerogatives of administration are vested exclusively in the BOARD OF EDUCATION, except to the extent limited by the provisions of this AGREEMENT, the Public Employees Relations Act, or any other statute or constitutional provision of this State or of the United States.

ARTICLE XXIII (continued)

M. The ASSOCIATION will not engage in or encourage strike action prohibited by Act 379 of the Michigan Public Acts of 1965 for the duration of this AGREEMENT.

N. There shall be continued an administrative intern program for the purpose of identifying and training potential administrators among the professional staff. All applicants, regardless of age, shall receive due consideration in light of professional background and experience and shall be paid the stipend stipulated in Schedule B of this AGREEMENT.

O. No administrative intern shall be assigned to any function which shall cause him to become a supervisor within the meaning of the PERA.

SCHEDULE A

1969-70 SALARY SCHEDULE

<u>YEARS OF EXPERIENCE</u>	<u>60 SEM. HOURS</u>	<u>90 SEM. HOURS</u>	<u>BACHELOR'S DEGREE</u>	<u>BACHELOR'S DEGREE + 20</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S DEGREE+20</u>	<u>M.S.W. MA & 30 ED. SPEC.</u>	<u>M.S.W. MA & 30 ED SP + 20</u>	<u>DOCTORATE</u>
0	6,700	6,900	7,300	7,700	8,100	8,325	8,550	8,775	9,000
1	6,875	7,075	7,475	7,890	8,300	8,525	8,750	8,975	9,200
2	7,175	7,375	7,775	8,190	8,600	8,825	9,050	9,275	9,500
3	7,450	7,650	8,075	8,540	9,000	9,225	9,450	9,675	9,900
4	7,725	7,925	8,400	8,925	9,450	9,675	9,900	10,125	10,350
5	7,975	8,175	8,725	9,340	9,950	10,175	10,400	10,625	10,850
6	8,375	8,575	9,125	9,840	10,550	10,775	11,000	11,225	11,450
7	8,375	9,025	9,550	10,375	11,200	11,425	11,650	11,875	12,100
8	8,375	9,025	10,000	10,925	11,850	12,075	12,300	12,525	12,750
9	8,375	9,025	10,500	11,500	12,500	12,725	12,950	13,175	13,400
10	8,375	9,025	11,000	12,100	13,200	13,425	13,650	13,875	14,100

1969-1971
SCHEDULE B

High School

Junior High School

1. Mathematics
2. Science
3. English
4. Social Studies
5. Physical Education
6. Business
7. Industrial Arts
8. Counseling
9. Applied Arts

1. Mathematics
2. Science
3. Language Arts
4. Social Studies
5. Applied Arts

Each shall be compensated at the rate of \$400.00.

The following positions are established and shall be compensated with a stipend:

Senior High Newspaper	\$250.00
Junior High Newspaper	250.00
Yearbook	250.00
Cheerleaders	
Varsity & Junior Varsity	450.00
Freshman	200.00
Junior High	200.00
Senior Play	350.00
Junior Play	350.00
Elementary Librarian - \$50.00 base plus	75.00/100 Students - Min. \$350
Senior Class Sponsor (2)	200.00 each
Junior Class Sponsor (2)	150.00 each
Debate	400.00
Forensic	200.00
Audio Visual High School	400.00
Audio Visual Junior High School	400.00
Principal Intern	350.00
Concert & Marching Band - High School	500.00
Concert & Marching Band - Junior High	450.00
Safety Patrol Sponsor	200.00
Service Squad Sponsor	200.00
Auditorium Technicians (2)	200.00 each

There shall be the following directors in the high school:

1. Co-op Director - \$500 plus 5% of current salary based on two (2) additional weeks worked.
2. Activities Director - \$650 plus one (1) hour released time.
3. Athletic Director - \$750.00

There shall be the following coordinator positions:

1. Reading coordinator - 5% of current salary based on two (2) additional weeks worked.
2. Driver Training Coordinator - \$350.00
3. Federal Aid State Programs - base of \$1,000 for 1/2 time; \$500.00 for 1/4 time.
4. Auditorium Coordinator - \$350.00
5. Swimming Pool Coordinator - \$600.00
6. Co-op Coordinator - 2 1/2% based on one (1) additional week worked.

1969-1971

SCHEDULE B

Coaches shall be compensated at the following rates:

High School

Football, Head	#1
Basketball, Head	#1
Football, Asst.	#2
Football, Asst.	#2
Basketball, Asst.	#2
Basketball, Asst. Frosh	#3
Baseball, Head	#2
Track, Head	#2
Track, Asst.	#3
Baseball, Asst.	#3
Cross Country, Head	#3
Swimming, Head	#2
Tennis, Head	#3
Golf, Head	#3
G.A.A.	#4

Junior High School

Football, Head	#3
Basketball, Head	#3
Football, Asst.	#4
Basketball, Asst.	#4
Baseball, Head	#4
Track	#4

	Years of Experience			
	0	1	2	3
#1	550	600	650	700
#2	475	525	575	625
#3	400	450	500	550
#4	350	400	450	500

Elementary Schools

Football	\$100
Basketball	\$100

Plus twenty dollars (\$20.00) per additional year for Steps 4, 5 and 6, to a maximum of seven (7) years' experience.

The following positions shall be compensated in addition to regular salary schedule:

Mixed Grades	\$500
--------------	-------

Additional Rates:

Staff members required by contract to work additional weeks beyond the regular school year (i.e., counselors, secondary librarians, etc.) shall be compensated as follows:

2 weeks - 5% of current salary

4 weeks - 10% of current salary

Regular summer school rate is established at \$6.00 per hour

Driver Training is established at not less than \$4.50 per hour. Effective September 1, 1970 the rate shall be \$5.00 per hour.

Mileage shall be reimbursed at the rate of ten cents (.10¢) per mile.

SCHEDULE D
SCHOOL CALENDAR
1969-1970

Monday, September 1, 1969	-	Labor Day
Tuesday, September 2, 1969	-	Pre-Opening Conference No classes
Tuesday, September 3, 1969	-	Pre-Opening Conference No classes
Thursday, September 4, 1969	-	Classes begin
Thursday, November 27, 1969	-	Thanksgiving Day No classes
Friday, November 28, 1969	-	Thanksgiving Recess
Monday, December 1, 1969	-	Classes resume
Friday, December 19, 1969	-	Christmas Recess begins at end of day
Monday, January 5, 1970	-	Classes resume
Thursday, March 26, 1970	-	Easter Recess begins at end of day
Monday, April 6, 1970	-	Classes resume
Monday, June 1, 1970	-	Memorial Day Vacation No classes
Thursday, June 11, 1970	-	Record Day No classes
Friday, June 12, 1970	-	Teacher Check Out and Report Cards

Number of days teachers on duty 185

Number of days pupils in session 181

SCHEDULE E
SCHOOL CALENDAR
1970-1971

Monday, August 31, 1970	-	Pre-Opening Conferences - No school
Tuesday, September 1, 1970	-	Pre-Opening Conferences - No school
Wednesday, September 2, 1970	-	Classes begin
Monday, September 7, 1970	-	Labor Day - No classes
Thursday, November 26, 1970	-	Thanksgiving Day - No classes
Friday, November 27, 1970	-	Thanksgiving - No classes
Monday, November 30, 1970	-	Classes resume
Friday, December 18, 1970	-	Christmas Recess begins at end of day
Monday, January 4, 1971	-	Classes resume
Thursday, April 8, 1971	-	Easter Recess begins at end of day
Monday, April 19, 1971	-	Classes resume
Monday, May 31, 1971	-	Memorial Day Recess - No classes
Thursday, June 10, 1971	-	Record Day - No classes
Friday, June 11, 1971	-	Teacher Check Out - Report Cards
Number of days teachers are on duty	185	
Number of days pupils are in session	181	

SCHEDULE F

PROFESSIONAL GRIEVANCE REPORT

School District: _____ Grievance Number _____

School: _____ Date of Violation _____

Date of Grievance _____

Subject to provisions of the professional negotiations agreement between the BOARD and the ASSOCIATION, I hereby authorize the representative or representatives to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Date: _____

Signature of Grievant (Use reverse
side for additional signature if
more than one grievant).

Date: _____

Principal's Disposition:

Date: _____

Signature of Principal
Satisfactory _____ Unsatisfactory _____

Date: _____

Superintendent's Disposition:

Date: _____

Signature of Superintendent
Satisfactory _____ Unsatisfactory _____

Association Disposition:

Date: _____

SCHEDULE G

NEGOTIATIONS FOR MASTER CONTRACT

SEPTEMBER 1, 1970 - AUGUST 31, 1971

The following matters shall either be considered to be part of the Master Contract or shall be negotiated as part of the Master Contract for September 1, 1970 to August 31, 1971:

Salary:

The BOARD and the ASSOCIATION agree to reopen negotiations on the salary schedule. The BOARD and the ASSOCIATION agree that an additional amount of \$15,000.00 shall be spent in the area of fringe benefits and stipend payments which are to be mutually agreed upon by the parties.

The negotiations on the salary schedule and the distribution of the aforementioned \$15,000.00 for fringe benefits and stipend payments shall commence no later than March 15, 1970.

Contract Conditions:

It is further understood that effective September 1, 1970, Section M of Article XXIII, the "No Strike Clause", shall be null and void until there is an agreement and ratification for a salary schedule for the 1970-1971 school year.

In the event that a new salary schedule is not agreed upon prior to midnight, October 6, 1970, the entire Master Contract shall become null and void.

The BOARD and the ASSOCIATION further agree that salaries will be retroactive to the commencement of the school year, providing an agreement is reached no later than midnight, October 6, 1970. It is further understood that the salary will only be retroactive for days the teachers are performing all their assigned duties during that period.

SCHEDULE H

ACKNOWLEDGEMENT OF BORROWED SICK LEAVE

I, _____, acknowledge that I have received _____ days of borrowed sick leave from the CHERRY HILL SCHOOL DISTRICT, and in accordance with ARTICLE XII, Section C of the current Collective Bargaining Agreement, I hereby authorize said School District to deduct an equal number of days from my allotment of leave days for the next school year.

In the event that I do not return to employment with the Cherry Hill School District for the next school year, I hereby promise to pay the sum of _____ (\$ _____) in accordance with one of the following options:

1. Full payment prior to September 1 of the ensuing school year
2. If the teacher is on a twenty-six (26) pay option plan he may have repayment prorated and deducted from his last four (4) paychecks of the current contract year.
3. A mutual repayment agreement between the borrowing tenure teacher and the Board.

X _____
Teacher's Signature

X _____
Board of Education Representative

Dated: _____

ARTICLE XXIV

DURATION OF AGREEMENT

This AGREEMENT shall be effective as of September 1, 1969 and shall continue in effect until midnight August 31, 1971, except as otherwise provided herein.

CHERRY HILL EDUCATION ASSOCIATION

By: Misak Havarabedian
President

By: Caroline C. Rayshel
Secretary

By: Misak Havarabedian
Chairman, Negotiating Committee

By: Caroline C. Rayshel
Negotiating Committeeman

By: John J. Neff
Negotiating Committeeman

By: Francis K. Tuller
Negotiating Committeeman

By: Darell P. Saunders

CHERRY HILL BOARD OF EDUCATION

By: David Bryanski
President

By: Elvia C. Pinta
Secretary

By: K. E. Pearce
Member

By: Theodore E. Ridley
Member

By: W. Paul Myers
Member

By: Harry R. Sabbert
Member

By: Joseph J. Brien