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Crawford AuSable  
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OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

Grayling

MASTER CONTRACT

Crawford AuSable School

1966-67

Crawford - AuSable Bd of Educ.

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

Proposed Education Association Agreement

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A. The following shall be the schedule of basic teacher salaries.

Base for B. A. = \$5,300

Base for M. A. = 5,700

Index = 1.40 top

Years	Rate	Raise B. A.	Salary B. A.	Raise M. A.	Salary M. A.
1	1.00	\$ 0	\$5,300	\$ 0	\$5,700
2	1.03	159	5,459	171	5,871
3	1.06	159	5,618	171	6,042
4	1.10	212	5,830	228	6,270
5	1.14	212	6,042	228	6,498
6	1.18	212	6,254	228	6,726
7	1.22	212	6,466	228	6,954
8	1.26	212	6,678	228	7,128
9	1.30	212	6,890	228	7,410
10	1.35	265	7,155	285	7,695
11	1.40	265	7,420	285	7,980

10  
yrs.

B. PAY FOR EXTRA SERVICES

Service

1. Head Coach, Football	\$521
2. Head Coach, Basketball	621
3. Assistant Coach, Football	371
4. Junior Varsity Coach, Basketball	371
5. Junior Varsity Coach, Football	371
6. Track	259
7. Baseball	259
8. Ski	259
9. Golf	159
10. Intramural Peanut League	100
11. Intramural Jumbo League	100
12. 7th and 8th Grade Basketball	100
13. Cheerleaders and GAA	150
14. Yearbook	100
15. Newspaper	100
16. Sophomore Play	150
17. Junior Play	150
18. Band	521
19. Vocal Music	400
20. Speech, Forensics	150
21. Ticket Manager	150
22. Book Store	450
23. Gymnastics	100
24. Athletic Co-ordinator	150
25. P. A. System	100
26. Scoring	100
27. Sponsor--Senior Class	100
28. Sponsor--Junior Class	75
29. Student Council	50
30. A. V. Director	100
31. Commerce	100
32. Science	100
33. Homemaking	100
34. Library	100
35. Shop	100
36. Art	100
37. School Forest	200
38. Art Work on Plays	200

C. Each teacher will be paid ten dollars (\$10.00) for each semester hour earned toward a degree (above the bachelor's degree) or in his teaching field. These hours must be approved by a specified committee of teachers, the principals and the superintendent. Hours other than those mentioned above will also be subject to approval by the specified teacher's committee, the principals and the superintendent.

D. When the money is available, hospitalization insurance for the individual teacher will be offered.

E. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first (10) years of experience but no credit shall be given for a fractional part of a year. Teachers shall be advanced one step on the salary schedule for each year of mandatory military service, provided he was a member of the teaching staff when he was inducted.

F. Increments and or index steps become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required academic or professional courses.

G. Certification: All teachers must meet state requirements. Teachers will not be hired with substandard certification if properly certified people are available. Non-degree teachers must get 6 hours of credit every year or they will not be offered contracts.

H. Substitutes: Substitutes shall receive at least  $\frac{1}{2}$  day's pay at the minium salary. The substitute must assume all daily responsibilities of the teacher they are replacing. When a teacher substitutes for another teacher, he shall receive one-sixth of the substitute rate for each period. Substitutes shall receive \$25.00 per day.

PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 6th day of September, 1966,  
by and between the Board of Education of the County of Crawford,  
Michigan, hereinafter called the "Board", and the Crawford AuSable  
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 Crawford  
AuSable 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 parti-  
cularly 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 re-  
spect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate pro-  
fessional negotiations, have reached certain understandings which  
they desire to memorialize.

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 11 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, and reading therapists employed or to be employed 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) upon such conditions as the Association shall establish.



Such sum shall be deducted as dues from the regular salaries of all membership 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 II

### 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 and 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, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identifications of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

D. 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.

E. Tenure:

Tenure Committee: System tenure committee shall consist of members elected only by tenure teachers. The superintendent shall be chairman. Other members shall be the principals, and two members of each building committee and past chairmen of building committees. It shall meet the second week of school for organization. It shall meet the



Agreement. Such salary schedule shall remain in effect during the 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. Teachers shall not be required to report more than two days prior to the beginning of classes in September or to remain more than two days after classes end in June, but not to exceed 190 membership days in a school year.

C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

D. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

E. A teacher shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

F. Retirement: Teachers will retire at 65; at the discretion of the Board, Retirement age may be extended to 66.

#### ARTICLE IV

##### Teaching Hours

A. The teacher's normal teaching hours in the secondary schools shall be as follows:

- (1) Teachers check in no later than 8:30 a.m.
- (2) Return from lunch 12:40 p.m.
- (3) Teachers shall leave school no earlier than 4:20 p.m.

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- (1) Teachers shall be at assigned place of duty no later than 8:30 a.m.
- (2) Teachers are to return to their classrooms after noon dismissal by 12:40 p.m.
- (3) Unless permission is granted by principal, teachers shall leave school no earlier than 4:20 p.m.
- (4) Hours of part time teachers shall be fixed by the principal at the beginning of each semester but shall in no event be longer than for foregoing.

The Board recognizes the principle of a standard forty-four work week 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.

C. Noon Hour Duty:

Elementary School:

- (1) Three supervisors are on duty each noon.
- (2) Supervisors on noon duty must be in the lunch room.
- (3) Supervise lunch room while students are eating.

- (4) No supervisor should allow a student to leave school grounds without permission of the building principal.

High School:

- (1) Two teachers will be assigned to the gym (cafeteria).
- (2) The teachers will supervise the lunch room.
- (3) If the weather is nice, students will go outside. In inclement weather, teachers will supervise play on the floor. No one will be allowed on the stage unless a third teacher is present for supervision. Those sitting in bleachers may play quiet games, checkers, etc. One teacher in the main building will lock outside end door at school dismissal and unlock it at 12:40. Bus students will be allowed back in the building before 12:30.
- (4) One teacher will supervise the study hall and library and one teacher to lower floors.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the secondary school will be 30 teaching periods and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching hours. 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 of 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 1. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

#### 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 class size should be lowered wherever possible and when possible not to exceed the following maxima:

- |                              |           |
|------------------------------|-----------|
| (1) Kindergarten             | 25 pupils |
| (2) Elementary school grades | 30 pupils |

- (3) Special classes for handicapped  
or mentally retarded 15 pupils

The maximum class size per teacher in the secondary schools shall be recommended as follows: 30 pupils per class.

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 and the Board undertakes to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

C. Money for supplies and stamps are to be collected from the students in the office.

D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

E. The Board shall make available in each school adequate lunch-room, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

F. Telephone facilities shall be made available to teachers for their reasonable use.

G. Adequate parking facilities shall be made available to teachers for their exclusive use.



H. 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board provided it is in line with the teachers code of ethics.

I. 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 and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position or any new 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. The Board declares its support of a policy of promotions when merited from within its own teaching staff, including promotions to supervisory and executive levels. "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 VIII

##### 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 VII.

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 IX

Leave Pay

A. Sick Leave: Ten (10) days cumulative to 110. Two days of the ten each year may be for personal business (shopping or vacations are not considered personal business). Funerals and critical illness of close relatives will be considered eligible for sick leave. Baby sitting when confined for minor ailments, for children of faculty members will not be considered for sick leave.

B. Sick leave credit for those transferring from other schools will be the accumulative sick leave earned in the other school or schools up to 100 days.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for a critical illness in the immediate family.
- (2) One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.

(4) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.

(5) Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time.

(6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

(1) A maximum of two days per school year for a death in the immediate family: mother, father, husband, wife, or children.

(2) Absence when a teacher is called for jury service.

(3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever teacher is subpoenaed to attend any proceeding.

(4) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.

(5) Time necessary to take the selective service physical examination.

D. Leaves of absence without pay shall be granted upon application for the following purposes:

(1) Study related to the teacher's license field.

(2) Study to meet eligibility requirements for a license other than that held by the teacher.

(3) Study, research or special teaching assignment involving probable advantage to the school system. If the project is less than a school year, the teacher may come back on full status. If the project is a school year or more, the returnee will be given first choice of any opening for which he is qualified.

The regular salary increment occurring during such period shall be allowed.

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.

F. Maternity Leave: No teacher may teach after she has reached her seventh month of pregnancy. She must inform the superintendent of her condition as soon as she is sure she is pregnant. She must remain out of school at least the balance of the semester in which the baby was born. She may return the following semester if she so desires. She must inform the superintendent, in writing, of her selection as to the time of her returning to teach, before she leaves for her maternity leave. If she does not express her desire of returning in writing or does not return to teach at the beginning of the following school year or three (3) months after the baby is born, whichever is the later time, her application for a contract will be considered as that of a new teacher.

G. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

H. Military leaves of absence shall be granted to any teacher who shall be inducted for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

## ARTICLE XI

### 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 eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. 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.

C. 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 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.

D. 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 XII

### 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 the emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, 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. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

D. The Board will reimburse teachers for any undue loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. 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.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. 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 XIII

##### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern 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 II of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) 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 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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

#### ARTICLE XIV

##### Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort

to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed

to the Education Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. 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 have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of any arbitration under this Article shall be paid by the Board.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

#### ARTICLE XV

##### Miscellaneous Provisions

A. Once a teacher has reported unavailability, it shall be the

responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil unless requested by the individual.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 XVI

##### Duration of Agreement

This Agreement shall be effective as of September 6, 1966, and shall continue in effect for one (1) year until the 5th day of September, 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