

Crawford-AuSable  
(Hayling) (14)

1969-70

MASTER CONTRACT

Crawford - AuSable School  
1969-1970

Duration: Sept. 1, 1969 - Aug. 31, 1970

Crawford - AuSable Bd. of Ed.

MEA  
1216 KENDALE  
E. LANS., MI.  
48824

RECEIVED  
JUL 1 1969  
OFFICE OF  
PROFESSIONAL NEGOTIATIONS

Education Association Agreement

INDEX

<u>TITLE</u>	<u>ARTICLE NUMBER</u>	<u>PAGE NUMBER</u>
Pay for Extra Services	A	1
Salary Schedule	B	11
Professional Grievance Report	C	111
Pay for Extra Hours	D	v
Insurance	E	v
Credit for Outside Experience	F	v
Increments and/or Index Steps	G	v
Certification	H	v
Substitutes	I	vi
Pay Periods	K	vi
<del>Calendar</del>	<del>E</del>	<del>vii</del>
Preamble		1
Witnesseth		1
Recognition	I	2
Teachers Rights	II	3
Professional Compensation	III	4
Teaching Hours and Class Load	IV	6
Assignments	V	6
Conditions	VI	7
Vacancies and Promotions	VII	9
Transfers	VIII	10
Sick Leave	IX	10
Personal Business Leave	X	11
Leaves of Absence	XI	11
Teacher Evaluation	XII	14

Protection of Teachers	XIII	16
Negotiation Procedures	XIV	17
Professional Grievance Negotiation Procedure	XV	18
Miscellaneous Provisions	XVI	20
Duration of Agreement	XVII	21

PAY FOR EXTRA SERVICES

SERVICE

1.	Head Coach, Football	\$500. + 2%
2.	Head Coach, Basketball	500 + 2%
3.	Assistant Coach, Football	250 + 2%
4.	Junior Varsity Coach, Basketball	250 + 2%
5.	Junior Varsity Coach, Football	250 + 2%
6.	Track	250 + 2%
7.	Baseball	250 + 2%
8.	Ski	250 + 2%
9.	Golf	150 + 2%
10.	Intramural Peanwt League	200.00
11.	Intramural Jumbo League	200.00
12.	7th and 8th Grade Basketball	200.00
13.	Cheerleaders	150.00
14.	Yearbook	200.00
15.	Newspaper	100.00
16.	two plays	300.00
17.	Forensics	250 + 2%
18.	Band	500 + 2%
19.	Vocal Music	500 + 2%
20.	Ticket Manager	250.00
21.	Gymnastics	100.00
22.	Athletic Co-ordinator	150.00
23.	P. A. System	100.00
24.	Scoring	150.00
25.	Sponser - Senior Class	150.00
26.	Sponser - Junior Class	100.00
27.	Student Council	100.00
28.	A. V. Director	150.00
29.	School Forest	200.00
30.	Art Work on Plays	200.00
31.	Service Squad	100.00
32.	Safety Patrol	100.00
33.	Driver's Education Co-ordinator	300.00

% figures are based on the individual's base salary for the number of years he or she has supervised that extra service activity.

BASE B. A. \$6800.00

## SCHEDULE B

BASE M. A. \$7200.00

Increment - 4% per year Compounded

Years	Rate	Salary B. A.	Raise B.A.	Salary M.A.	Raise M.A.
0	0	6800.00	0	7200.00	0
1	4%	7072.00	272.00	7488.00	288.00
2	4%	7354.88	282.88	7787.52	299.52
3	4%	7649.08	294.20	8099.02	311.50
4	4%	7955.04	305.96	8422.98	323.96
5	4%	8273.24	318.20	8759.89	336.91
6	4%	8604.17	330.93	9110.29	350.40
7	4%	8948.34	344.17	9474.70	364.41
8	4%	9306.27	357.93	9853.69	378.99
9	4%	9678.52	372.25	10,247.84	394.15
10	4%	10,065.66	387.14	10,657.75	409.91

SCHEDULE C

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 as the Association recognized the Board as my collective bargaining representative 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:

\_\_\_\_\_

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

Date: \_\_\_\_\_

-----

Principal's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

-----

Superintendent's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association Disposition:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

D. 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.

E. Insurance--(1) The Board shall provide without cost to the teacher the following insurance protection plans:

Family Health care coverage, including basic hospital and major medical protection.

The Board shall make payment of insurance premiums for each teacher, including those teachers on sabbatical leave, to assure insurance coverage for the full twelve - month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

F. All teachers newly employed shall be given full credit on the salary schedule set forth in Schedule B for full years of outside teaching experience in any school district and other teaching experience for which credit is allowed. Teachers shall be advanced one step on the salary schedule for each year of mandatory military service, provided he was a member of a teaching staff when he was inducted.

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

H. Certification: All teachers must meet state requirements. Teachers will not be hired with substandard certification, if properly certified people are available. A non-degree teacher must get 6 hours of credit every

1 year or they will not be offered contracts. No new teacher shall be employed by  
2 the Board for a regular teaching assignment who does not have a bachelor's  
3 degree from an accredited college or university if satisfactory candidates are  
4 available.

5 I. Substitutes: Substitutes shall receive at least  $\frac{1}{2}$  day's pay at the  
6 substitute rate which is \$25.00 per day. The substitute must assume all daily  
7 responsibilities of the teacher they are replacing. Substitutes will be paid at  
8 the end of the regularly scheduled pay period in which they substitute. After  
9 30 consecutive school days of substitute teaching, the substitute teacher will be  
10 placed on full salary at their respective step in the salary schedule for the  
11 balance of the school year only. When a teacher substitutes for another teacher,  
12 he shall receive one-sixth of his own salary for each period. The Board will  
13 attempt at all times to maintain an adequate list of substitute teachers. Once  
14 a teacher has reported unavailability, it shall be the responsibility of the  
15 administration to arrange for a substitute teacher.

16 K. Teachers will be paid every other Friday, beginning with the first  
17 Friday the school is in session. Should the payday fall upon a Friday when school  
18 is not in session, teachers will be paid on the last day school is in session  
19 prior to said payday if possible.

CRAWFORD - AUSABLE SCHOOL DISTRICT  
1969-70 School Calendar

September 2, 1969	Organizational Meetings
September 3	Meet Students-Full Days Schedule
September 26	Membership Count
October 11	End of 1st 6-Weeks
October 17	Teacher Inservice Meetings No School
November 21	End of 2nd 6-Weeks
November 27, 28	Thanksgiving
December 19	School closes at 3:45 p.m. for Christmas Vacation
January 5, 1970	School reopens
January 19-23	Semester Exams
January 26	Second Semester
January 30	No School Inservice Meetings
March 6	End of 4th 6-Weeks
March 26	Close for Easter Vacation 3:45 Reopen Monday April 6
April 24	End of 5th 6-Weeks
June 7	Baccalaureate
June 11	Class Night
June 12	Commencement

EDUCATION ASSOCIATION AGREEMENT

1 This agreement entered into this 1st day of September, 1969, by and  
2 between the Board of Education of the Crawford-AuSable School District of the  
3 County of Crawford, Michigan, hereinafter called the "Board", and the Crawford-  
4 AuSable Education Association, hereinafter called the "Association."

WITNESSETH

5 Whereas the Board and the Association recognize and declare that  
6 providing a quality education for the children of Crawford AuSable is their  
7 mutual aim and that the character of such education depends predominately upon  
8 the quality and morale of the teaching service, and

9 WHEREAS the members of the teaching profession are particularly  
10 qualified to assist in formulating policies and programs designed to improve  
11 education standards, and

12 WHEREAS the Board has a statutory obligation, pursuant to Act 379 of  
13 the Michigan Public Acts of 1965, to bargain with the Association as the repre-  
14 sentative of its teaching personnel with respect to hours, wages, terms, and  
15 conditions of employment, and

16 WHEREAS the parties, following extended and deliberate professional  
17 negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I

Recognition

1           A. The Board hereby recognizes the Association as the exclusive  
2 bargaining representative, as defined in Section II of Act 379, Public Acts of  
3 1965, for all professional personnel, including personnel on tenure, probation  
4 and on per diem appointments, classroom teachers, substitute teachers, guidance  
5 counsellors, librarians, and reading therapists employed or to be employed by the  
6 Board (whether or not assigned to a public school building), but excluding  
7 supervisory and executive personnel and office and clerical employees. The  
8 term "teacher" when used hereinafter in this Agreement, shall refer to all  
9 employees represented by the Association in the bargaining or negotiating unit  
10 as above defined, and references to male teachers shall include female teachers.

11           B. The Board agrees not to negotiate with any teachers' organization  
12 other than the Association for the duration of this Agreement. Nothing contained  
13 herein shall be construed to prevent any individual teacher from presenting a  
14 grievance and having the grievance adjusted without intervention of the Association,  
15 if the adjustment is not inconsistent with the terms of this Agreement, provided  
16 that the Association has been given opportunity to be present at such adjustment.

17           C. Within thirty days of the beginning of their employment hereunder,  
18 the teachers may sign and deliver to the Board an assignment authorizing deduction  
19 of membership dues or assessments of the Association (including the National  
20 Education Association and the Michigan Education Association) upon such conditions  
21 as the Association shall establish such sum shall be deducted as dues from the  
22 regular salaries of all membership teachers and remitted not less frequently than  
23 monthly to the Association.

1 D. Nothing contained herein shall be construed to deny or restrict to  
2 any teacher rights he may have under the Michigan General School laws or applicable  
3 civil service laws and regulations. The rights granted to teachers hereunder  
4 shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### Teacher Rights

5 A. Pursuant to Act 379 of the Public Acts of 1965, the board hereby  
6 agrees that every employer of the Board shall have the right freely to organize,  
7 join and support the Association for the purpose of engaging in collective  
8 bargaining or negotiation and other concerted activities for mutual aid and  
9 protection. As a duly elected body exercising governmental power and under  
10 color of law of the State of Michigan, the Board undertakes and agrees that it  
11 will not directly or indirectly discourage or deprive or coerce any teacher in the  
12 enjoyment of any rights conferred by Act 379 or other laws of Michigan or the  
13 Constitutions of Michigan and the United States; that it will not discriminate  
14 against any teacher with respect to hours, wages or any terms or conditions of  
15 employment by reason of his membership in the Association, his participation in  
16 any activities of the Association or collective professional negotiations with  
17 the Board, or his institution of any grievance, complaint or proceeding under  
18 this Agreement or otherwise with respect to any terms or conditions of employment.

19 B. The Board specifically recognizes the rights of its employees  
20 appropriately to invoke the assistance of the State Labor Mediation Board, or a  
21 mediator from such public agency.

22 C. The Association and its members shall have the right to use school  
23 building facilities at all reasonable hours for meeting. No teacher shall be  
24 prevented from wearing insignia, pins or other identifications of membership

1 in the Association either on or off school premises. Special bulletin boards  
2 and other established media of communication shall be made available to the  
3 Association and its members.

4 D. The Board agrees to furnish to the Association in response to  
5 reasonable requests from time to time all available information concerning the  
6 financial resources of the district, tentative budgetary requirements and  
7 allocations and such other information as will assist the Association in devel-  
8 oping intelligent, accurate, informed and constructive programs on behalf of  
9 the teachers and their students, together with information which may be necessary  
10 for the Association to process any grievance or complaint.

### ARTICLE III

#### Professional Compensation

11 A. The basic salaries of teachers covered by this Agreement are set  
12 forth in Schedule A which is attached to and incorporated in this Agreement.  
13 Such salary schedule shall remain in effect during the term of this agreement.  
14 All teachers employed shall be given full credit on the Salary Schedule set  
15 forth in Schedule A for full years of outside teaching experience in any school  
16 district in the State of Michigan and other teaching experience for which credit  
17 is allowed.

18 B. For each semester hour of credit earned at an NCATE accredited  
19 college or university towards a degree above the bachelor's degree, or in his  
20 teaching field, \$10.00 shall be paid annually in addition to the teacher's base  
21 salary. Hours other than those mentioned above will be subject to approval by  
22 the specified teacher's committee, the principals, and the superintendent.

23 C. The Salary Schedule is based upon the regular school calendar as  
24 set forth in Schedule B and the normal teaching load. For classroom assignments

1 in excess of the normal teaching load, as set forth in Article 4, Part B,  
2 teachers will be compensated at one and one-half ( $1\frac{1}{2}$ ) times their individual  
3 hourly rates.

4 D. A teacher's hourly rate is to be determined by dividing his basic  
5 salary for the year by the number of hours in a standard school day times 190  
6 days.

7 E. Teachers involved in extra duty assignments set forth in Schedule  
8 B which is attached to and incorporated in this Agreement shall be compensated  
9 in accordance with the provisions thereof. All teachers shall be compensated  
10 in accordance with the provisions of this Article and the annexed Schedules  
11 without deviation.

12 F. Teachers required in the course of their work to drive personal  
13 automobiles from one school building to another shall receive a car allowance of  
14 ten cents per mile. The same allowance shall be given for use of personal cars  
15 for field trips or other business of the district. The Board shall provide  
16 property damage and liability insurance protection for teachers when their  
17 personal automobiles are used as provided in this section.

18 G. Teachers shall not be required to report more than two days prior  
19 to the beginning of classes in September or to remain more than two days after  
20 classes end in June, but not to exceed 190 membership days in a school year.

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

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

27 J. Teachers will retire in June if they turn 65 on or before the  
28 following August 31st.

## ARTICLE IV

### Teaching Hours and Class Load

1           A. No teacher shall be required to report for duty earlier than 30  
2 minutes before the opening of the pupils' regular school day in the morning.  
3 Teachers shall be permitted to leave 15 minutes after close of the pupils'  
4 regular school day. Teachers are encouraged to remain for a sufficient period  
5 after the close of the pupils' school day to attend to those matters which  
6 properly require attention at that time, including consultations with parents  
7 when scheduled directly with the teacher, except that on Fridays or on days  
8 preceding holidays or vacations, the teacher's day shall end at the close of  
9 the pupils' day.

10           B. The normal weekly teaching load in the junior and senior high  
11 school will be 30 teaching periods and five unassigned preparation periods.  
12 Assignment to a supervised study period shall be considered a teaching period for  
13 purposes of this Article. The normal weekly teaching load in the elementary  
14 schools will be 30 teaching periods.

15           C. All teachers shall be entitled to a duty-free uninterrupted lunch  
16 period.

## ARTICLE V

### Teaching Assignments

17           A. Since pupils are entitled to be taught by teachers who are working  
18 within their area of competence, teachers shall not be assigned, except tem-  
19 porarily and for good cause, outside the scope of their teaching certificates  
20 or their major or minor field of study.

21           B. Teachers who will be affected by a change in grade assignments  
22 in the elementary school grades and by changes in subject assignment in the

1 secondary school grades will be notified and consulted by their principals as  
2 soon as practicable and prior to June 1. Such changes will be voluntary to the  
3 extent possible. Every effort will be made to avoid reassigning probationary  
4 elementary school teachers to different grade levels unless the teacher requests  
5 such change.

## ARTICLE VI

### Teaching Conditions

6 The parties recognize that the availability of optimum school  
7 facilities for both student and teacher is desirable to insure the high quality  
8 of education that is the goal of both teacher and the Board. It is also  
9 acknowledged that the primary duty and responsibility of the teacher is to teach  
10 and that the organization of the school and the school day should be directed  
11 at the insuring that the energy of the teacher is primarily utilized to this  
12 end.

13 A. Because the pupil-teaching ratio is an important aspect of an  
14 effective educational program, the parties agree that class size should not  
15 exceed the following maxima:

- |  |           |
|--|-----------|
| 16 (1) Kindergarted  | 25 pupils |
| 17 (2) Elementary School Grades                                | 30 pupils |
| 18 (3) Special classes for handicapped or<br>mentally retarded | 15 pupils |

19 The maximum class size per teacher in the secondary schools shall be 25 or  
20 less pupils per class whenever possible unless the individual teacher indicates  
21 that he would like more.

22 B. The Board recognizes that appropriate texts, library reference  
23 facilities, maps and globes, laboratory equipment, audio-visual equipment, art

1 supplies, athletic equipment, current periodicals, standard tests and questionnaires,  
2 and similar materials are the tools of the teaching profession. The parties will  
3 confer from time to time for the purpose of improving the selection and use of  
4 such educational tools and the Board undertakes to implement all joint decisions  
5 thereon made by its representative and the Association. The Board agrees at  
6 all times to keep the schools reasonably and properly equipped and maintained.

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

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

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

15 F. Telephone facilities shall be made available to teacher for their  
16 reasonable use.

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

19 H. Notwithstanding their employment, teachers shall be entitled to  
20 full rights of citizenship and no religious or political activities of any  
21 teacher or the lack thereof shall be grounds for any discipline or discrimination  
22 with respect to the professional employment of such teacher. The private and  
23 personal life of any teacher is not within the appropriate concern or attention  
24 of the Board provided it is in line with the teachers code of ethics.

25 I. The provisions of this Agreement and the wages, hours, terms, and  
26 conditions of employment shall be applied without regard to race, creed, religion,  
27 color, national origin, age, sex, or marital status or membership in or association

1 with the activities of any employee organization. The Board and the Association  
2 pledge themselves to seek to extend the advantages of public education to every  
3 student without regard to race, creed, religion, sex, color, or national  
4 origin and to seek to achieve full equality of educational opportunity to all  
5 pupils.

## ARTICLE VII

### Vacancies and Promotions

6 A. Whenever any vacancy in any professional position or any new  
7 professional position in the district shall occur, the Board shall publicize the  
8 same by giving written notice of such vacancy to the Association and providing  
9 for appropriate posting in every school building. No vacancy shall be filled,  
10 except in case of emergency on a temporary basis, until such vacancy shall have  
11 been posted for at least fifteen days.

12 B. Any teacher may apply for such vacancy. In filling such vacancy,  
13 the Board agrees to give due weight to the professional background and  
14 attainments of all applicants, the length of time each has been in the school  
15 system of the district, and other relevant factors. An applicant with less  
16 service in the system shall not be awarded such position unless his qualifications  
17 therefor shall be substantially superior to applicants with greater service.  
18 The Board declares its support of a policy of promotions when merited from  
19 within its own teaching staff, including promotions to supervisory and executive  
20 levels. "Service" in the system, for the purposes of this Agreement, shall  
21 mean continuous employment in a school of the district, including substitute  
22 service, irrespective of tenure status, but shall exclude all periods when the  
23 teacher was on leave of absence for any cause.

ARTICLE VIII

Transfers

1           A. Since the frequent transfers of teachers from one school to another  
2 is disruptive of the educational process and interferes with optimum teacher  
3 performance, the parties agree that unrequested transfers of teachers are to be  
4 minimized and avoided whenever possible.

5           B. In the event that transfers of teachers appear to be necessary,  
6 lists of available positions in other schools shall be posted in the same  
7 manner as provided in Article VII.

8           C. Any teacher who shall be transferred to a supervisory or executive  
9 position and shall later return to a teacher status shall be entitled to retain  
10 such rights as he may have had under this Agreement prior to such transfer to  
11 supervisory or executive status.

ARTICLE IX

Sick Leave

12           A. At the beginning of each school year each teacher shall be credited  
13 with a 10 day sick leave allowance to be used for absences caused by illness or  
14 disability of the teacher. The unused portion of such allowance shall accumulate  
15 to 110 days.

16           B. A teacher who is unable to teach because of personal illness or  
17 disability and who has exhausted all sick leave available shall be granted a  
18 leave of absence without pay for the duration of such illness or disability, till  
19 the end of the current school year and the leave of absence will be renewed each  
20 year upon written request by the teacher.

21           C. Absence due to injury or illness incurred in the course of the  
22 teacher's employment shall not be charged against the teacher's sick leave days,  
23 and the Board shall pay to such teacher the difference between his salary and benefits  
24 received under the Michigan Workmen's Compensation Act for the duration of such  
25 absence.

1 D. A teacher absent from work because of mumps, scarlet fever, measles or  
2 chicken pox shall not suffer diminution of compensation and shall not be charged  
3 with sick leave.

#### ARTICLE X

##### Personal Business Leave

4 A. At the beginning of every school year, each teacher shall be accredited  
5 with two (2) days to be used for the teacher's personal business. A personal  
6 business day may be used for any purpose at the discretion of the teacher. A  
7 teacher planning to use a personal leave day or days shall notify his principal  
8 at least one day in advance, except in cases of emergency. The teacher may be  
9 asked to explain the reason for any personal leave requested for a school day  
10 immediately before or after a holiday, week end, or vacation period, and  
11 reasonable restrictions may be imposed on personal leaves on such days.

12 B. A teacher called for jury duty or to give testimony before any  
13 judicial or administrative tribunal shall be compensated for the difference  
14 between the teaching pay and the pay received for the performance of such  
15 obligation.

#### ARTICLE XI

##### Leaves of Absence

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

- 18 (1) A maximum of five days per school year for a critical illness in  
the immediate family.
- 19 (2) One day when emergency illness in family requires a teacher to  
make arrangements for necessary medical or nursing care.

- 1 (3) Attendance at a ceremony awarding a degree to a staff member for such  
2 portion of the day as is necessary.
- 3 (4) One day, except when travel requires additional time, for attendance  
4 at the school graduation of a son, daughter, husband, or wife.
- 5 (5) Time necessary for the conduct of personal affairs which cannot  
6 normally be handled outside school hours, such as performance of  
7 religious obligations and medical and dental appointments when  
8 such appointments cannot be made at any other time.
- 9 (6) Time necessary for attendance at the funeral service of person whose  
10 relationship to the teacher warrants such attendance.
- 11 (B) Leaves of absence with pay not chargeable against the teacher's  
12 allowance shall be granted for the following reasons:
- 13 (1) A maximum of four days for a death in the immediate family; mother,  
14 father, husband, wife, or children.
- 15 (2) Approved visitation at other schools or for attending education  
16 conferences or conventions including Association meetings, prior  
17 approval of travel and lodging expenses must be obtained.
- 18 (3) Time necessary to take the selective service physical examination.
- 19 (C) Teachers who have been employed for seven years may be granted a  
20 sabbatical leave for one year. A teacher upon return from a sabbatical leave,  
21 shall be restored to his former position or to a position of like nature and  
22 status, and shall be placed at the same position on the salary schedule as he would  
23 have been had he taught in the district during such period.
- 24 D. (1) A leave of absence of up to two years may be granted to any  
25 teacher, upon written application, for the purpose of engaging in study to an  
26 accredited college or university reasonably related to his professional  
27 responsibilities, provided said teacher states his intention to return to the  
28 school system. Upon return from such leave, a teacher shall be placed at the  
29 same position on the salary schedule as he would have been had he taught in the  
30 district during such period.
- 31 (2) A military leave of absence shall be granted to any teacher, who  
32 shall be inducted or shall enlist for a first tour for military duty in any branch

1 of the armed forces of the United States. Upon return from such leave, a teacher  
2 shall be given time up to two years on the salary schedule as he would have been  
3 had he taught in the district during such period.

4 (3) A leave of absence of up to two (2) years shall be granted to any  
5 teacher upon application for the purpose of serving as an officer of the Association.  
6 Upon return from such leave such teachers shall be placed at the same position  
7 on the salary schedule as they would have been had they taught in the system  
8 during such period.

9 (4) A leave of absence shall be granted to any teacher upon application  
10 for the purpose of campaigning for, or serving in, a public office. Upon return  
11 from such leave, a teacher shall be placed at the same position on the salary  
12 schedule as he would have been had he taught in the system during such period.

13 (5) Maternity leave shall be granted, commencing not later than the end  
14 of the sixth (6th) month pregnancy, except that when this date falls within one  
15 school month of the end of the semester, the teacher may be permitted to  
16 complete the semester. Return from such leave will be with the Dr's approval.

17 A female teacher adopting a child may receive similar leave which shall commence  
18 upon entry of an order terminating the rights of the natural parents by the  
19 probate court. A teacher returning from leave provided in this paragraph shall  
20 be placed on that step of the salary schedule from which she went on leave. She  
21 may return the following semester if she so desires. She must inform the  
22 superintendent, in writing of her selection as to the time of her returning to  
23 teach, before she leaves for her maternity leave. If she does not express her  
24 desire of returning in writing she does not return to teach at the beginning of  
25 the following school year of three (3) months after the baby is born, whichever  
26 is the later time, her application for a contract will be considered as that of  
27 a new teacher.

ARTICLE XII

Teacher Evaluation

1 A. Each teacher shall have the right upon request to review the contents  
2 of his own personal file. A representative of the Association may be requested  
3 to accompany the teacher in such review.

4 B. A teacher shall at all times be entitled to have present a representative  
5 of the Association when he is being reprimanded, warned or disciplined for any  
6 infraction of discipline or delinquency in professional performance. When a re-  
7 quest for such representation is made, no action shall be taken with respect to  
8 the teacher until such representative of the Association is present.

9 C. No teacher shall be disciplined, reprimanded, reduced in rank or  
10 compensation or deprived of any professional advantage without just cause. Any  
11 such discipline, reprimand or reduction in rank, compensation or advantage,  
12 including adverse evaluation of teacher performance or violation of professional  
13 ethics asserted by the Board or any agent or representative thereof shall be  
14 subject to the professional grievance negotiations procedure hereinafter set  
15 forth.

16 D. All monitoring or observation of the work performance of a teacher  
17 shall be conducted openly and with full knowledge of the teacher. The use of  
18 eavesdropping, closed circuit television, public address or audio system, and  
19 similar surveillance devices shall be strictly prohibited.

20 E. (1) The performance of all teachers shall be evaluated in writing.  
21 Probationary teachers shall be evaluated three times during the school year;  
22 Tenure teachers shall be evaluated at least once yearly. (2) Evaluations  
23 shall be conducted by the teacher's building principal or the superintendent.

1 (3) Each observation will be made in person for a minimum of thirty  
2 consecutive minutes.

3 (4) A copy of the written evaluation will be submitted to the teacher,  
4 in triplicate, at the time of such personal interview or within three days there-  
5 after, two copies are to be signed and returned to the administrator, the other  
6 is to be retained by the teacher. Should a teacher feel that his evaluation was  
7 incomplete or unjust, he may put his objections in writing and have them attached  
8 to the evaluation report to be placed in his personal file.

9 F. A "Teaching Coach" shall be assigned by the building principal to  
10 every probationary teacher upon entrance of the teacher into the system. The  
11 "Teaching Coach", insofar as possible, shall be a tenure teacher with a minimum  
12 of five (5) years teaching experience and shall be engaged in teaching within  
13 the same grade, building or discipline as the probationary teacher. It shall be  
14 the duty of the teaching coach to assist and counsel the probationary teacher  
15 in acclimating to the teaching profession and the school system.

16 G. Teachers are expected to comply with reasonable rules, regulations,  
17 and directions from time to time adopted by the Board or its representatives which  
18 are not inconsistent with the provisions of this Agreement, provided that a  
19 teacher may reasonably refuse to carry out an order which threatens physical  
20 safety or well-being or is professionally demeaning.

21 H. The Association recognizes that abuses of sick leave or other leaves,  
22 chronic tardiness or absence, willful deficiencies in professional performance,  
23 or other violations of discipline by a teacher reflect adversely upon the teaching  
24 profession and create undesirable conditions in the school building. Alleged  
25 breaches of discipline or the Code of Ethics of the Education Profession shall  
26 be promptly reported to the offending teacher and to the Association. The  
27 Association will use its best efforts to correct breaches of professional behavior  
28 by any teacher, and in appropriate cases, may institute proceedings against the  
29 offending teacher.

ARTICLE XIII

Protection of Teachers

1 A. Since the teacher's authority and effectiveness in his classroom is  
2 undermined when students discover that there is insufficient administrative backing  
3 and support of the teacher, the Board recognizes its responsibility to give all  
4 reasonable support and assistance to teachers with respect to the maintenance  
5 of control and discipline in the classroom. The Board further recognizes that  
6 the teacher may not fairly be expected to assume the role of warden or custodian  
7 for the emotionally disturbed students nor to be charged with responsibility  
8 for psychotherapy. Whenever it appear that a particular pupil requires the  
9 attention of special counsellors, social workers, law enforcement personnel,  
10 physicians, or other professional persons, the Board will take reasonable steps  
11 to relieve the teacher of responsibilities with respect to such pupil.

12 B. Any case of assault upon a teacher shall be promptly reported to the  
13 Board or its designated representative. The Board will provide legal counsel  
14 to advise the teacher of his rights and obligations with respect to such  
15 assault and shall render all reasonable assistance to the teacher in connection  
16 with handling of the incident by law enforcement and judicial authorities.

17 C. Time lost by a teacher in connection with any incident mentioned in  
18 this Article shall not be charged against the teacher, unless he shall be judged  
19 guilty by a court of complete jurisdiction.

20 D. The Board will reimburse teachers for any undue loss, damage, or  
21 destruction of clothing or personal property of the teacher while on duty in the  
22 school or on the school premises. If a teacher is injured while in the line of  
23 duty, free medical, surgical or hospital care will be furnished by the Board at  
24 a designatred hospital.

1 E. Any complaints by a parent of a student directed toward a teacher  
2 shall be promptly called to the teachers attention if deemed serious and would be  
3 placed in the teachers personal file or used for reprimanding the teacher.

4 F. Teachers shall be expected to exercise reasonable care with respect  
5 to the safety of pupils and property, but shall not be individually liable,  
6 except in the case of gross negligence or gross neglect of duty, for any damage  
7 or loss to person or property.

#### ARTICLE XIV

##### Negotiation Procedures

8 A. It is contemplated that matters not specifically covered by this  
9 Agreement but of common concern to the parties shall be subject to professional  
10 negotiations between them from time to time during the period of this agreement  
11 upon request by either party to the other. The parties undertake to cooperate  
12 in arranging meetings, selecting representatives for such discussions, furnishing  
13 necessary information and otherwise constructively considering and resolving any  
14 such matters.

15 B. In the event the salary schedule is reopened for negotiation, by  
16 either party, as provided in Article II of this Agreement, the parties will  
17 promptly negotiate for the purpose of reaching an agreement upon a revised  
18 salary schedule. No later than March 15th, the parties shall initiate negotiation  
19 for the purpose of entering into a successor agreement for the forthcoming year.

20 C. In any negotiations described in this Article, neither party shall  
21 have any control over the selection of the negotiation or bargaining representatives  
22 of the other party and each party may select its representatives from within or  
23 outside the school district. It is recognized that no final agreement between  
24 the parties may be executed without ratification by a majority of the Board of  
25 Education and by a majority of the membership of the Association, but the parties  
26 mutually pledge that representatives selected by each shall be clothed with all  
27 necessary power and authority to make proposals, consider proposals, and make

1 concessions in the course of negotiations or bargaining, subject only to such  
2 ultimate ratification.

3 D. If the parties fail to reach an agreement in any such negotiations,  
4 CIPDP may invoke the mediation machinery of the State Labor Mediation Board  
5 or take any other lawful measures it may deem appropriate, including the imposition  
6 by the Association of professional sanctions to discourage teachers from working  
7 in the absence of contract.

#### ARTICLE XV

##### Professional Grievance Procedure

8 A. A claim by a teacher or the Association that there has been a violation,  
9 misinterpretation or misapplication of any provision of this agreement or any  
10 existing rule, order or regulation of the Board may be processed as a grievance  
11 as hereinafter provided.

12 B. The grievant may invoke the formal grievance procedure on the form  
13 set forth in annexed Schedule C, signed by the grievant and a representative  
14 of the Association, which form shall be available for the Association repre-  
15 sentative in each building. A copy of the grievance form shall be delivered  
16 to the principal or supervisor. If the grievance involves more than one  
17 school building, it may be filed with the superintendent or a representative  
18 designed by him.

19 C. Within three (3) school days of receipt of the grievance, the  
20 principal or supervisor shall meet with the Association grievance committee in  
21 an effort to resolve the grievance. The principal or supervisor shall indicate  
22 his disposition of the grievance in writing within three days of such meeting,  
23 and shall furnish a copy thereof to the Association.

24 D. If the Association is not satisfied with the disposition of the  
25 grievance, or if no disposition has been made within three school days of such  
26 meeting (or six school days from the date of filing, whichever, shall be later)  
27 the grievance shall be transmitted to the superintendent. Within five

1 school days the superintendent or his designee shall meet with the Associations  
2 Grievance Committee on the grievance and shall indicate his disposition of the  
3 grievance in writing within three school days of such meeting, and shall furnish  
4 a copy thereof to the Association.

5 E. If the Association is not satisfied with the disposition of the  
6 grievance by the superintendent or his designee, or if no disposition has been  
7 made within three school days of such meeting (or six school days from the  
8 date of filing, whichever shall be later), the grievance shall be transmitted  
9 to the Board by filing a written copy thereof with the Secretary or other  
10 designee of the Board. The Board, no later than its next regular meeting or  
11 two calendar weeks, whichever shall be later, may hold a hearing on the grievance,  
12 review such grievance in executive session, or give such other consideration  
13 as it shall be made no later than seven days thereafter. A copy of such  
14 disposition shall be furnished to the Association.

15 F. If the Association is not satisfied with the disposition of the  
16 grievance by the Board, or if no disposition has been made within the period  
17 above provided, the grievance may be submitted to arbitration before an impartial  
18 arbitrator. If the parties cannot agree as to the arbitrator, he shall be  
19 selected by the American Arbitration Association in accord with its rules which  
20 shall likewise govern the arbitration proceeding. The Board and the Association  
21 shall not be permitted to assert in such arbitration proceeding any ground or  
22 to rely on any evidence not previously disclosed to the other party. The arbitrator  
23 shall have no power to alter, add to or subtract from the terms of this Agreement.  
24 Both parties agree to be bound by the award of the arbitrator and agree that  
25 judgment thereon may be entered in any court of competent jurisdiction.

26 G. The fees and expenses of the arbitrator shall be shared equally by  
27 the parties.

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

6 I. The time limits provided in this Article shall be strictly observed  
7 but may be extended by written agreement of the parties. In the event a grievance  
8 is filed after May 15th of any year and strict adherence to the time limits may  
9 result in hardship to any party, the Board shall use its best efforts to process  
10 such grievance prior to the end of the school term or as soon thereafter as  
11 possible.

12 J. If an individual teacher has a personal complaint which he desires to  
13 discuss with a supervisor, he is free to do so without recourse to the grievance  
14 procedure. However, no grievance shall be adjusted without prior notification  
15 to the Association and opportunity for an Association representative to be  
16 present, nor shall any adjustment of a grievance be inconsistent with the terms  
17 of this Agreement. In the administration of the grievance procedure, the  
18 interests of the teachers shall be the sole responsibility of the Association.

19  
20  
21  
22  
23  
24  
25  
26  
ARTICLE XVI

Miscellaneous Provisions

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

23 B. The Association shall be duly advised by the Board of fiscal,  
24 budgetary and tax programs affecting the district and the Association shall, whenever  
25 feasible, have the opportunity in advance to consult with the Board with  
26 respect thereto prior to general publication.

1 C. The Association shall deal with ethical problems arising under the  
2 Code of Ethics of the Education Profession in accordance with the terms thereof  
3 and the Board recognizes that the Code of Ethics of the Education Profession is  
4 considered by the Association and its membership to define acceptable criteria  
5 of professional behavior.

6 D. This Agreement shall supersede any rules, regulations or practices  
7 of the Board which shall be contrary to or inconsistent with its terms. It shall  
8 likewise supersede any contrary or inconsistent terms contained in any  
9 individual teacher contracts heretofore in effect. All future individual teacher  
10 contracts shall be made expressly subject to the terms of this Agreement. The  
11 provisions of this Agreement shall be incorporated into and be considered part  
12 of the established policies of the Board.

13 E. Copies of this Agreement shall be printed at the expense of the Board  
14 and presented to all teachers now employed or hereafter employed by the Board.

15 F. If any provision of this Agreement or any application of the  
16 Agreement to any employee or group of employees shall be found contrary to law,  
17 then such provision or application shall not be deemed valid and subsisting except  
18 to the extent permitted by law, but all other provisions or applications shall  
19 shall continue in full force and effect.

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

#### ARTICLE EVII

##### Duration of Agreement

24 This Agreement shall be effective as of September 1, 1969, and shall  
25 continue in effect for one (1) year until August 31, 1970. This Agreement shall  
26

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