

Aug 31, 1974

# PROFESSIONAL AGREEMENT

BETWEEN THE  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Michigan State University

## CRAWFORD AUSABLE SCHOOL DISTRICT

GRAYLING, MICHIGAN

AND THE

## CRAWFORD AUSABLE EDUCATION ASSOCIATION

1973-1974

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GRAYLING

Appendix A - Master Contract

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CRAWFORD AUSABLE  
EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into the 1st day of September, 1973, by and between the Crawford AuSable Education Association, a Voluntary, unincorporated Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Crawford AuSable School District, hereinafter called the "Board", shall be the sole parties to this Agreement.

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 particularly qualified to assist in formulating policies and programs designed to improve education standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

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

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

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 counselors, librarians, and reading therapists employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisors or teachers.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining of negotiating unit as above defined, and references to male teachers shall include female teachers.

B. Within thirty days of the beginning of their employment hereunder, the teachers may sign and deliver to the Board an assignment authorizing deduction for credit unions, as savings bonds a pay, and 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. Such withholdings may be changed once during the period of this contract.

C. 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 and Managements Rights

#### TEACHERS RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employe of the Board shall have the right freely to organize, join and support the Association for the purpose of engage in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power and under the 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 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 rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

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. Special 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. All Teachers are expected to participate in a committee that has been organized to improve some phase of the school program. Participation should be active and include regular attendance at committee meetings. In most instances, these committees will be considered curriculum committees and will come under direction of the Curriculum Council. Each committee will be initiated by the building principal under policies and priorities established by the Curriculum Council.

Each committee will be composed of teachers, one of whom will be designated chairman and the building principal who will serve as an ex-official member and be in attendance at least three times during the year.

The committees will meet regularly at least on a monthly basis. Meetings shall be called by the committee chairman and a written report of each meeting will be submitted to the building principal. Included as part of this report will be a record of those in attendance. These reports will be submitted to the Curriculum Council.

Curriculum Council shall consist of the Superintendent, the building principals, a teacher representative from each school and student council representatives from both the high school and junior high.

The Council shall set the time and day of it's meetings at it's first meeting, and review the recommendations from the curriculum committees on such matters as teaching techniques, courses of study, textbooks, curriculum, pupil testing and evaluations, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters.

The Curriculum Council will, after reviewing these recommendations, make recommendations to the school board. The Curriculum Council shall also be the responsible organization for planning and conducting all in service training.

F. All non curricular matters that concern teachers such as public relations, school district policies, teacher evaluation prodedures, etc., shall be matters of concern to the Superintendent's Advisory Council. Said Council shall consist of each building principal, a teacher representative from each school, and the Superintendent. The Superintendent's Advisory Council shall at it's first meeting, set the day and time of it's subsequent meetings.

## MANAGEMENT RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direct of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties during the school day to employees (if above the employee's classification, such assignment will be temporary and of a short duration.) determine the size of the work force.
4. Determine the qualifications of employees, including physical conditions.
5. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations of the administration of the school district.
7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
8. Determine the policy affective the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

## ARTICLE III

### Professional Compensation

A. The basic salaries of teacher covered by this Agreement are set forth in Schedule B which, is attached to and incorporated in this Agreement. Such salary

schedule shall remain in effect during the term of this Agreement. All teachers employed shall be given full credit on the Salary Schedule set forth in Schedule B for seven (7) years of teaching in any school district in the State of Michigan and other teaching experience for which credit is allowed.

B. Insurance - The Board shall provide group coverage up to but not to exceed \$45.44 permonth to the teacher for 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 participations and coverage.

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

D. All teachers newly employed shall be credited with a maximum of seven (7) years credit on the salary schedule set forth in Schedule B for full years of outstanding 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.

E. Increments and or index steps become effective September 1st of each year and advancement under the salary schedule shall be required academic or professional courses.

F. The Salary Schedule, as set forth in Schedule B and C, is based upon the regular school calendar and the normal teaching load. For Classroom assignments, in excess of the normal teaching load, as set forth in Article 4, Part B, teachers will be compensated at one and one-half ( $1\frac{1}{2}$ ) times their individual hourly rates.

G. A teacher's hourly rate is to be determined by dividing his basic salary for the year by the six teaching hours in a standard school day times 190 days.

H. Teachers involved in extra duty assignments set forth in Schedule A which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

I. 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 (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.

J. Teachers shall not be required to report more than two (2) days prior to the beginning of classes in September or to remain more than two days after classes in June end, but not to exceed 190 days of membership in a school year. Teachers new to the system may be asked to attend an orientation workshop prior to the opening of school. Said workshop shall not exceed two days.

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

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

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

N. Substitutes: Substitutes shall receive at least  $\frac{1}{2}$  day's pay at the substitute rate which is \$30.00 per day. The substitute must assume all daily responsibilities of the teacher they are replacing. Substitutes will be paid at the end of the regularly scheduled Pay period in which they substitute. After thirty (30) consecutive school days of substitute teaching, the substitute teacher will be placed on full salary at their respective step in the salary schedule for the balance of the school year only. When a teacher substitutes for another teacher, he shall receive one-sixth of his own salary for each period. The Board will attempt 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.

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

#### ARTICLE IV

##### Teaching Hours and Class Load

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



B. The Normal weekly teaching load in grades 7 through 12 will be 30 teaching periods and 5 unassigned preparation periods. The normal teaching load grades K through 6 shall not exceed 30 periods of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article.

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

D. Elementary grades will be provided two 15-minute recess periods each day. Each elementary teacher will be assigned recess duty not more than three periods per week. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. Teachers will be required to remain in their classroom with teaching consultants.

E. Teachers of music, art and the laboratory sciences, speech therapists, reading consultants, visiting teachers, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at their grade level.

F. No departure from these norms, except in case of emergency, shall be made 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 procedure hereinafter set forth.

G. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate for each teaching period in excess of such norms.

H. Daily preparation for effective teaching, correcting papers themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, and the like, which demands can readily become excessive. It is accordingly agreed that if such staff conferences, parent-teacher conferences, and the like shall exceed twelve hours per month, the Board will pay the teacher for any services in excess thereof at the teacher's hourly rate.

I. A teacher engaged during the school day in negotiating on 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.

## ARTICLE V

### Teaching Assignments

A. 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 major or minor field of study and their teaching certification. All students in a classroom situation will be under the supervision of certified personnel.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle and secondary schools 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 the insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teaching ratio is an important aspect of an effective educational program the parties agree that class size should not 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 thirty (30) or less pupils per class whenever possible unless the individual teacher indicates that he would like more.

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 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, rest room and lavatory facilities exclusively for teachers 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.

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 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 14 calendar days. The Association's secretary or designated replacement should be notified of such vacancies.

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 the 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 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

### Lay-Off

#### A. Reduction in Personnel.

1. No teacher shall be laid-off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is a substantial decrease in the revenues of the school district, or there are other substantial budgetary considerations which shall have a detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.

2. No teacher shall be discharged pursuant to a necessary reduction in personnel.

3. No teacher shall be laid-off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said lay-off at least sixty days to the commencement of the lay-off period.

## B. Seniority.

1. No later than thirty days following the ratification of this agreement and by every September 30, thereafter a seniority list shall be prepared.
2. Duly elected Association President, Vice President, Secretary and Treasurer, shall be placed at the top of the seniority list and shall remain at the top of the list during their terms of office.
3. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other teachers:
  - (a) Those teachers with the longest period of service in the school district who possess a permanent, life or provisional teaching certificate shall be retained; provided that, such certification qualifies a teacher for a position, and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph; and provided that, tenure teachers are retained over probationary teachers.
  - (b) If two or more teachers are found to have equal status in a. above, the teacher possessing the most teaching experience shall be retained.
  - (c) If two or more teachers are found to have equal status in a. and b. above, the teacher possessing the highest degree shall be retained.
  - (d) If two or more teachers are found to have equal status in a., b., and c., above, the teacher possessing the greatest number of hours beyond his degree shall be retained.
  - (e) If two or more teachers are found to have equal status in a., b., c., and d., above, the teacher originally employed by the district at the earliest date shall be retained.
4. The seniority list shall be published and copies furnished to the Association. Periodic revisions shall be derived, published and distributed in the same manner.
5. Seniority shall continue to accumulate when teachers are on approved leaves.
6. All seniority is lost when there is both a severance of employment and a break in service unless this is due to lay-off. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective date of lay-off.

### C. Staff Placement.

1. Beginning with the first name on the seniority list, each individual will be assigned according to the first applicable procedure listed below:

- (a) current grade or department within the same building
- (b) Current grade or department in another building
- (c) another grade or department for which he is certified in the same building
- (d) another grade or department for which he is certified in another building

2. When a choice of grade or department and/or building is possible the teacher being assigned will have his choice.

3. If no vacancy remains in any grade or department for which the teacher is certified, in any building, the teacher will be laid off. The effective date of any such lay-off shall be the same as described below.

4. Qualifications for placement in a position shall be determined by the valid state teaching certificate or license currently held by the teacher. No teacher may be assigned to a position that would affect the school's accreditation.

5. The Association shall be notified of the date, time, and place when the above procedures are implemented and related assignments are made. The Association shall also be allowed to be in attendance during such implementation and while assignments are made.

### D. Lay-Off Period.

The lay-off period shall be defined as that length of time during which the Board is obligated to notify and recall any teacher who has been laid-off due to a necessary reduction in personnel, as defined in this article.

The lay-off period for a probationary teacher shall be one year. The lay-off period for a tenure teacher shall be as defined in the Michigan Tenure Act.

### E. Lay-Off Benefits.

1. A teacher who has acquired a minimum of thirty years of service and attained an age of at least fifty-five years, may at his option take an early retirement. The Board agrees to provide insurance benefits as provided herein until such time as the teacher qualifies for Medi-care.

2. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.

3. A laid-off teacher shall receive insurance benefits as herein provided for a period of six months following the effective date of his lay-off of until covered by subsequent employment.

A laid-off teacher shall upon application, be granted priority status on the district substitute teacher list. Such priority to be determined according to seniority.

F. Recall.

1. Laid-off teachers shall be recalled to the first vacancy for which they are qualified in reverse order of lay-off. All laid-off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.

2. A laid-off teacher shall be considered laid-off until he is reinstated in the district, refuses an offer from the Board of a position for which he is qualified, or fails to respond within fifteen days of its receipt, to a written offer of a position made by the Board.

3. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address.

4. If a teacher is not located he shall be given sixty days to notify the Board that he is interested in a position and an address through which he may be contacted. Failure to notify within sixty days shall be considered a resignation. If a teacher notifies the Board as required above, said teacher shall be placed on the lay-off list with all the rights to which he was entitled under this article to any subsequent opening for which is qualified.

5. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

6. No new teachers shall be employed by the Board while there are teachers of the district who are laid-off unless there is no laid-off Teacher with the proper certification to fill a vacancy which is created by attrition.

## ARTICLE X

### Sick Leave

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

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

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

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

#### ARTICLE XI Sick Leave Bank

A. At the beginning of each school year, all tenure teachers will contribute two (2) of the foregoing sick leave allowance to a common bank to be administered by the Association. Teachers may make reasonable withdrawals as determined by the Association, provided there are sufficient days in the bank and the following conditions are met:

1. The teacher must have accumulated and exhausted 30 days or more of sick leave.

2. A waiting period of ten (10) consecutive work days must have elapsed following the exhaustion of the teacher's accumulated personal sick leave.

3. Upon application, withdrawals may be made for up to the balance of the school year.

4. If the teacher is qualified to receive compensation from another source such as teachers retirement disability, or Social Security disability, they shall make application for same and upon approval for this source of compensation, stop drawing days from the sick leave bank. If their compensation is less than the teacher's salary, the sick leave bank will make up the difference in pay.

5. When the sick leave bank shall reach 750 days, no further contribution shall be made by the teachers until the bank has been reduced to 500 days, at which time the above procedure will again be initiated.



6. The administration of the bank shall be the responsibility of a committee composed of the building principal and three teachers elected for a three year period. This committee shall be appointed by the president with the initial appointment to consist of one (1) person for three years, one (1) person for two years, and one (1) person for one year. Should a committee member leave the system, the president shall appoint another member to fulfill the remaining term of the committee member.

## ARTICLE XII

### Personal Business Leave

A. At the beginning of every school year, each teacher shall be accredited with two (2) days to be used for the teacher's personal business. Unused personal business days will be accumulated as additional sick leave to a maximum of 120 days sick leave. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period and reasonable restrictions may be imposed on personal leave on such days.

B. The teachers agree they shall indemnify and save the Association and the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer complying with the provisions of this article.

## ARTICLE XIII

### Leaves of Absence

A. Leaves of absence with pay chargeable against the teacher's sick leave 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; mother, father, husband, wife, or children.
- (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, or spouse.

(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.

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

- (1) A maximum of four days for a death in the immediate family; mother, father, spouse, or children.
- (2) Approved visitation at other schools or for attending an educational conference or convention including Association meetings; prior approval of travel and lodging expenses must be obtained.
- (3) Time necessary to take the selective service physical examination.

C. Teachers who have been employed for seven years may be granted a sabbatical leave for one year. A teacher upon return from a sabbatical leave shall be restored to his former position or to a position of like nature and status, and 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 two years may be granted to any teacher, upon written application, for the purpose of engaging in study to an accredited college or university reasonably related to his professional responsibilities, provided said teacher states his intention to return to the school system. 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.

(2) A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for a first tour for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be given time up to two years on the salary schedule as he would have been had he taught in the district during such period.

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

(4) A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the next position on the salary schedule as he was when he left the system.

(5) Maternity Leave--The Board shall grant to any teacher a leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

Provided, however, that at the option of the teacher, the leave of absence may extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:

1. The reinstatement shall be to the teacher's former position.
2. 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. The leave may be extended up to a total of five (5) years, by the written request of the teacher and the approval of the Board. If she does not express her desire of returning in writing or does not return to teach at the beginning of the agreed upon school year, her application for a contract will be considered as that of a new teacher.
3. In the event of a miscarriage prior to the start of maternity leave, the sick leave provision of this collective agreement shall apply.
4. Upon return from maternity leave, a teacher shall be given credit on the salary schedule for the school year in which she went on leave.
5. A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement for the balance of the school year.

## ARTICLE XIV

### Teacher Evaluation

- A. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated.
- B. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least once during each of the first three marking periods. Tenure teachers shall be observed for the purpose of evaluation at least once every year.
- C. 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 in the evaluation process.
- D. Each observation will be made in person for a minimum of thirty consecutive minutes.
- E. All evaluations shall be reduced to writing and a copy given to the teacher within three (3) days of the observation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- F. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and what assistance may be available from the administrator and other staff members. In the subsequent evaluation reports, the evaluator shall note change or lack of any previous negative comments.
- G. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator within six school days of the observation for purposes of clarifying the written evaluation report.
- H. Complaints against a teacher that are deemed serious shall be brought to the attention of the teacher as soon as possible. No action on any complaint shall be taken without first consulting the teacher. Any complaint not deemed serious may not be brought up later in evaluating or reprimanding a teacher.

I. No material may be in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material placed in his file is inappropriate or in error, he may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the teacher should refuse to sign material to be placed in his file, it shall be signed by that teacher's building representative and building chairman. These signatures shall indicate that said teacher has been made aware of this material, but has refused to sign it.

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

K. 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 request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

L. 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 agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

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

N. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be reported to the offending teacher and to the Association within three (3) school days of alleged breach. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

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

## ARTICLE XV

### 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 counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

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

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

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 that are deemed serious shall be promptly called to the teachers attention before being placed in the teachers personal file or used for reprimanding the teacher.

F. Within three (3) school days of a notice received by a teacher of alleged breach of conduct, that will be placed in his file, he shall have the opportunity to file a rebuttle of such alleged breach of conduct.

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

## ARTICLE XVI

### 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 co-operate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. No later than March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation 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 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 XVII

### Professional Grievance Procedure

A. A grievance is a claim based upon a teachers, group of teachers or the Crawford AuSalbe Education Associations belief that there has been a violation, misinterpretation or mis-application of any provision on this Agreement or any existing rule, order or regulation of the Board specifically establishing a procedure for redress relating to wages, hours, terms, or conditions of employment. The "grievance" procedure shall not apply to any matter which is prescribed by law, or state regulations or over which the Board is without power to act. No dispute over the modification of this contract shall be made the subject of a grievance. A grievance may be filed by an aggrieved teacher, or by the Association. If a teacher, or the Association, does not file a grievance in writing with the principal or other designated board representative within five (5) school days after the occurrence, than the grievance shall be considered as waived.

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative 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.

C. Within three (3) school days or three (3) calendar weeks or whichever may occur first of receipt of the grievance, the principal or supervisor shall meet with the Association grievance committee in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the Associations Grievance Committee on the grievance and 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 Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration within (7) seven days before an impartial arbitrator. 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 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, add to or subtract from the terms of this Agreement. His authority shall be limited to deciding whether a specific article or section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General Schools Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the function of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement. Both parties agree to be bound by the award of the arbitrator, if within the scope of his authority as set forth, and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

H. 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.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waive of any future appeal concerning the particular grievance. The failure of the administration to communicate its decision to the teacher within the specific time limit shall permit the teacher to proceed to the next step in the Grievance Procedure. In the event a grievance is filed May 15th 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.

J. 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.

K. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

## ARTICLE XVIII

### Miscellaneous Provisions

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

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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 six (6) hours of credit every year or they will not be offered contracts. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university if satisfactory candidates are available.

#### ARTICLE XIX

This Agreement shall be affective as of September 1, 1973, and shall continue in effect for One (1) year until August 31, 1974. This Agreement shall extend orally and it is expressly understood that it shall expire on the date indicated.

PAY FOR EXTRA SERVICES

1.	Head football coach	\$800 + 2%
2.	Assistant Football coach	\$550 + 2%
3.	Jr. Varsity football coach	450 + 2%
4.	Assistant Jr. Varsity football coach	350 + 2%
5.	Freshman football coach	450 + 2%
6.	Head basketball coach	800 + 2%
7.	Jr. Varsity basketball coach	450 + 2%
8.	Freshman basketball coach	350 + 2%
9.	Eighth grade basketball coach	200
10.	Seventh grade basketball coach	200
11.	Track coach	350 + 2%
12.	Cross Country coach	350 + 2%
13.	Head baseball coach	350 + 2%
14.	Jr. Varsity baseball coach	200 + 2%
15.	Ski coach	350 + 2%
16.	Golf coach —	350 + 2%
17.	Wrestling coach	550 + 2%
18.	Girl's basketball coach	250 + 2%
19.	Girl's volleyball coach	250 + 2%
20.	Girl's softball coach	250 + 2%
21.	Girl's field hockey coach	250 + 2%
22.	Middle school intramurals	5.50 per hr.
23.	Tennis coach	200
24.	Cheerleader coach	400
25.	Yearbook advisor	200
26.	Play Director--per play	175
27.	Forensics Director	450 + 2%
28.	High School Band Director	800 + 2%
29.	Middle School Band Director	400 + 2%
30.	High School Vocal Music Director	300
31.	Ticket Manager--Varsity and Jr. Varsity	7.50 per night
32.	Ticket Manager--Girls and Freshman	5.00 per night
33.	Ticket Manager--Middle School	5.00 per night
34.	P. A. System Supervisor	100
35.	Scoring	150
36.	Timing--Varsity and Jr. Varsity	7.50 per night
37.	Timing--Freshman and Middle School	5.00 two games
38.	Class Sponsors--two per class	
	Grades 7-8-9	25.00 ea.
	10	50.00 ea.
	11	100.00 ea.
	12	125.00 ea.
39.	Student Council--Sr. High	100.00
40.	Student Council--Middle School	50.00
41.	Audio-Visual Director	150.00
42.	School Forest Supervisor	200.00
43.	Art work on plays	100.00 per play
44.	Service Squad Supervisor	100.00

PAY FOR EXTRA SERVICES (Cont.)

45.	Safety Patrol Supervisor	\$100.00
46.	Dances--all school	12.50 (not sponsor)
47.	Dances--after game	7.50 (not sponsor)

(% figures are based on the individual's base salary)

SCHEDULE B

CRAWFORD AUSABLE SCHOOL DISTRICT

1973 - 74 SALARY SCHEDULE

Years of Experience	BA	BA + 10	BA + 20	MA	MA + 15
0	\$8,200	\$8,350	\$8,500	\$8,700	\$8,900
1	8,610	8,767.50	8,925	9,135	9,345
2	9,020	9,185	9,350	9,570	9,790
3	9,430	9,602.50	9,775	10,005	10,235
4	9,840	10,020	10,200	10,440	10,680
5	10,250	10,437.50	10,625	10,875	11,125
6	10,660	10,855	11,050	11,310	11,570
7	11,070	11,272.50	11,474	11,745	12,015
8	11,480	11,690	11,900	12,180	12,460
9	11,890	12,107.50	12,325	12,615	12,905

## SCHEDULE C

### LONGEVITY STEPS

Longevity steps (steps 11, 12, 13, 14, and 15) shall be added to the salary schedule. To qualify for these steps a person must be on the previous step at least five years and accumulate five professional improvement points during that five year period. The amount of each step shall be determined by the same formula used to determine steps one through ten.

Professional improvement points may be earned by:

1. One point for each semester hour of college credit.
2. One point for each year of leadership in the school, community or the CAEA.
3. One half point for each two weeks of travel. Visiting friends and/or relatives shall not be considered travel.
4. One fourth point per day for attendance at an education related workshop or conference.
5. One half point publishing educational work in a state or national magazine or journal.

Each teacher desiring professional improvement points shall submit a request through his building representative to a committee composed of the building principal, building chairman and building representative. In reviewing the request and assigning points, the committee may request an oral and/or written report.

Not more than two points may be earned in any one of the above areas. Points will be earned only in courses, leadership roles, travel or workshops completed after June 11, 1973.

Adjustments to pay will be made for the full year if the eligibility is completed before the opening of school in the fall or for a half year if the eligibility is completed before the beginning of the second semester.

SCHEDULE D

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 of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising from 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 signatures 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'S DISPOSITION:

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

DATE: \_\_\_\_\_

BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

EDUCATION ASSOCIATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

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