

6/30/67

66-67

2

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

NMEA
1216 KENDALE
E. Lans. Mi. AGREEMENT
48823

Between The

CRESTWOOD SCHOOL DISTRICT

And The

CRESTWOOD EDUCATION ASSOCIATION

Crestwood School District

Crestwood School District
Dearborn Heights, Michigan

AGREEMENT

THIS AGREEMENT is made this first day of July, 1966, by and between the Board of Education of the Crestwood School District of Dearborn Heights, Michigan, hereinafter called the "Board", and the Crestwood Education Association hereinafter called the "Association."

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the rates of pay, wages, hours of employment and other conditions of employment agreed upon between the parties as required by the Public Employment Relations Act, the same being Act 336 of the Public Acts of 1947, as amended.

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 certified classroom teachers, visiting teachers, speech correctionists, diagnosticians, counselors, type "c" teachers, remedial reading teachers, coordinator of cooperative education, adult education director, driver education director, employed or to be employed by the Board, but excluding the superintendent, administrative assistant, business manager, coordinator of student personnel services, coordinator of reading instruction, principals, assistant principals, head librarian, coordinator of music education and secondary departmental chairmen. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, applicable civil service laws and regulations, or any other rights granted to teachers under law.

ARTICLE II

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power and under color of law of the

State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

- B. The Board specifically recognizes the right of its teachers 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 for meetings, without charge, when notice of such request shall be provided the employer, who shall approve same for such time or location as may be coordinated with other scheduled activities. The use of such facilities shall not extend beyond 11:00 p. m. nor commence before the end of the school day. Different times for use of such facilities may be arranged with building administrators. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association. Bulletin boards in the teachers' lounge and/or work rooms, and school mail service shall be made available to the Association and its members, and the public address system shall, likewise, be made available after school hours upon request.
- D. The budget submitted for action shall be made available to the Association prior to approval by the Board.
- E. The Association shall be allowed to appear and be heard as a delegation at any regular Board meeting, provided, before noon of the Wednesday preceding the meeting, it specifies in writing to the Superintendent the matters to be discussed.
- F. 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 reason, except when such action is necessary to meet an immediate situation. Such reprimand, warning, or discipline shall not be made in the presence of students or fellow-teachers.
- G. No teacher shall be disciplined or reprimanded without just cause.

- H. No applicant or teacher shall be deprived of employment, disciplined or discriminated against on the grounds of race, color, religion, sex, national origin or political affiliation.
- I. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless such teacher is involved in a crime or morally reprehensible act.

ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this Agreement, other than the diagnosticians, are set forth below. Such salary schedules shall remain in effect during the term of this Agreement.

<u>EXPERIENCE</u> <u>CREDIT YEARS</u>	<u>BA</u>	<u>MA</u>	<u>ED. S.</u>	<u>DOCTORATE</u>
0	5650	6100	6550	7000
1	5950	6400	6850	7300
2	6250	6700	7150	7600
3	6550	7000	7450	7900
4	6850	7400	7850	8300
5	7250	7800	8250	8700
6	7650	8300	8750	9200
7	8100	8800	9250	9700
8	8550	9300	9750	10200
9	9000	9800	10250	10700
12		10300	10750	11200
15			11250	11700

Teachers shall be given credit on the salary schedule equal to the number of full years of outside teaching experience while certified.

Teachers may be given credit on the salary schedule for other teaching-related outside experience.

In no instance shall a teacher be given more than seven (7) years credit for outside experience.

Reimbursement for graduate hours beyond the Bachelors and Masters Degree shall be \$13.50 per semester hour up to a maximum of twenty-five (25) hours, provided such work is done at an accredited graduate school.

All credit hours for reimbursement between degrees are to be approved by the Superintendent or his designated representative.

\$300 above the existing schedule shall be allowed for special education personnel, including reading consultants.

B. Teachers shall be paid \$5.50 per hour in addition to contracted salary for time spent in the following activities:

1. Adult Education
2. Summer School
3. Driver Training

C. Teachers will be paid a flat rate for the following activities:

<u>ACTIVITY</u>	<u>JR. HIGH</u>	<u>SR. HIGH</u>
Head Football Coach	\$ 350	\$ 575
Assistant Football Coach	300	425
Head Basketball Coach	350	575
Assistant Basketball Coach	300	425
Head Track Coach	300	400
Head Baseball Coach	300	400
Cross Country Coach		300
Swimming Coach		400
Golf Coach		250
Tennis Coach		350
Wrestling Coach	300	400
Cheerleaders	125	200
Intramural	150	150
GAA	125	125
Annual Sponsor		250
Newspaper Sponsor		250
Operetta (Each Production)		150
Drama (Each Production)	150	150
Audio-Visual Coordinator		400
Driver Education Coordinator		400
Adult Education Coordinator		600

- D. Assignments for extra-pay duties under Article III B and/or C shall be made on a year to year basis. The teacher serving such assignment shall not be granted continuing tenure in the assignment even though he may have continuing tenure as a classroom teacher in the district.

Wherever possible, extra-pay assignments shall be assigned to qualified personnel serving in the school with which the activity is connected.

- E. The following schedule for diagnostician shall be in effect during the term of this agreement:

<u>Position</u>	<u>Salary Range</u>	<u>Weeks in Contract</u>
Diagnostician	\$8,500 - \$11,000	42

A diagnostician holding a Specialist Degree shall be compensated \$450 above the regular diagnostician's salary schedule. A diagnostician with a Doctoral Degree shall be compensated \$900 above said schedule. University certification of the completion of one (1) full year of course work beyond the Masters Degree toward an approved doctoral program will be considered equivalent to the Specialist Degree.

ARTICLE IV

Teaching Conditions

- A. There is a relationship between class size, the effectiveness of instruction in school and the cost of operation of schools. The following distribution shall be adhered to wherever reasonably possible:

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
a. Kindergarten	25 pupils	30 pupils
b. First-Second	25 pupils	30 pupils
c. Third-Sixth	27 pupils	33 pupils

2. <u>In the Secondary Schools</u>	<u>Optimum</u>	<u>Maximum</u>
English)		
Social Studies)		
General Education)		
Mathematics)		
Science)	30 pupils	35 pupils
Language)		
Business)		
Typing)		
Drafting)		
Industrial Arts	20 pupils	25 pupils
Vocational Shops	20 pupils	25 pupils
Homemaking	20 pupils	25 pupils
Music	35 pupils	40 pupils
Art	25 pupils	30 pupils
Health Education	40 pupils	50 pupils
Pool	30 pupils	35 pupils
Hygiene	30 pupils	35 pupils
Reading Development	18 pupils	22 pupils
3. <u>Special Education</u>		
Physically handicapped	12 pupils	15 pupils
Mentally handicapped	12 pupils	15 pupils
Emotionally and Socially disturbed	5 pupils	8 pupils
Sight saving	9 pupils	12 pupils
Hearing conservation	9 pupils	12 pupils

In no event shall the ratio of students to classroom teachers within the district exceed 27 to 1.

- B. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are the tools of the teaching profession.
- C. The Board shall make available in each school facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking and eating shall be permitted. In the event any new schools are established, separate rooms for faculty lounge and lunching area

shall be provided, unless otherwise agreed upon by the parties.

- D. Vending machines may be installed in the teachers' lounge area upon the request of the Association, at the discretion of the building administration. Up to \$300 of the proceeds from such vending machines shall be placed in a fund for student scholarship purposes. Such scholarship fund shall be administered jointly by the Association and the Administration.
- E. Parking facilities shall be made available to teachers for their exclusive use as building conditions permit.

ARTICLE V

School Calendar

A. Fiscal Year

The fiscal and statistical year shall begin on the first day of July in each year and end on June 30 of the following year.

B. School Year

The period of time covered in the school calendar shall constitute "ten months" as used in teacher contracts. The week following Easter shall be considered as a paid contract week.

The school calendar shall:

1. Continue for no more than 41 consecutive weeks commencing with Labor Day.
2. Provide for the following vacation days:
 - a. Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day--which are legal holidays.
 - b. The Friday after Thanksgiving.
 - c. Good Friday.

- d. The week following Easter.
 - e. The preceding Monday when Memorial Day falls on a Tuesday.
 - f. The following Friday when Memorial Day falls on a Thursday.
3. Provide for at least five week days of recess during the Christmas holidays excluding Christmas and New Year's, with the understanding that the recess period shall begin no later than the 22nd of December at the end of the normal school day.

ARTICLE VI

Assignment and Transfer

- A. Teachers shall be assigned in areas of their major or minor field unless circumstances require assignments to the contrary. In such circumstances no teacher will be assigned outside of his major or minor field without the agreement of the Association and the individual teacher.
- B. Assignment and transfer of professional personnel shall be made by the Superintendent on the basis of the following criteria:
 1. Qualification of the teacher
 - a. Degree of competency
 - b. Extent of experience
 - c. Contributions which the teacher could make to students
 2. Desire of the teacher regarding the assignment or transfer.
 3. Length of service in this school district. (Length of service shall be determined by totaling the amount of continuous employment in schools of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause except to engage in teaching-related experience.)

4. Other things being equal, when an assignment or transfer involves a promotion, preference shall be given to the teachers serving at that time.

C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected by said changes shall be notified and, upon request of the teacher, consulted if reasonably possible. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

The Association shall be notified of all vacancies to be filled or newly created positions as soon as reasonably possible after their occurrence.

D. No teacher shall be arbitrarily transferred from one building to another. In the event that transfers of teachers from one building to another are necessary, lists of available positions in other schools shall be provided for transferring teachers. These teachers shall receive first priority for similar positions.

E. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) days.

Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to make its decision based on those criteria defined in Section B of this Article. The Board shall give first consideration to promotions from within its own teaching staff, including promotions to supervisory and executive levels.

No teacher shall be denied the right to apply for transfer to a job vacancy for which he is qualified. Vacancies that occur during the school year may be filled with outside personnel until the end of the school year. These placements shall be considered tentative, however, and will be open for application at the end of the school year at which time the preference, assignment, and transfer provisions of this Article shall obtain.

ARTICLE VII

Teaching Responsibilities

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day in the morning. All teachers shall remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher or on behalf of the teacher with his consent. It is understood that the requirements of this provision are to be met on an individual basis in accordance with the high standard of responsibility which is inextricably a part of the teaching profession.
- B. On days preceding holidays, teachers are free from duty at the close of the pupils' school day.
- C. An elementary teacher shall have a fifty (50) minute lunch period, free from duty. A secondary teacher shall have not less than a twenty-five (25) minute lunch period free from duty with flexibility to meet the needs of secondary scheduling.
- D. The weekly assignments for teachers in the senior high school shall not exceed twenty-one (21) assigned periods and four (4) unassigned periods or its time equivalent. The duration of each of such periods shall not exceed seventy (70) minutes. The weekly assignments for teachers in the junior high school shall not exceed twenty-five (25) assigned periods and five (5) unassigned periods. The duration of each of such periods shall not exceed fifty-five (55) minutes. Exceptions to the above scheduling may be made with the consent of and payment to the teacher affected.

In the event administrative scheduling causes a change in the length of the secondary class period, secondary teachers will be provided unassigned preparation time of at least 16%. In no event shall the student day commence earlier than 8:00 a. m. nor shall it run longer than six hours and forty-five minutes.

The weekly assignments for teachers in the elementary school will be twenty-seven and one-half (27 1/2) hours per week. Assigned

periods of special area teachers in the classroom may be used as unassigned preparation time by the classroom teacher at his discretion. Special area teachers shall not be accorded less unassigned preparation time than the classroom teacher.

- E. Attendance at P. T. A. meetings is considered part of a teacher's professional responsibility, however, such attendance shall be voluntary.
- F. No elementary teacher will be required to be present in the classroom during the time students are receiving instruction from specialist in the field of art, music, or physical education when such services are provided by the school district.
- G. Teacher will attend all regularly scheduled professional meetings including institutes and workshops when release time has been provided and necessary building meetings whenever called by the building principal.
- H. Department meetings shall be called only when necessary to the efficient functioning of the school program. They will not continue any longer than essential to accomplish the stated agenda of the meeting and normally shall be limited to one hour.
- I. The Board and the Association agree that some supervisory responsibilities at student functions should be shared among the teachers on a voluntary basis. Failure to secure sufficient voluntary supervision may result in cancellation of student activities. However, no reprisals shall be imposed against any teacher for failure to volunteer.
- J. Recess periods, other than noon recess, are considered part of the instructional day in the elementary schools. The classroom teacher is responsible for his students during such recess periods. The principal and his staff may determine a rotation basis for supervision with an adequate ratio of teachers to students to be supervised.

ARTICLE VIII

Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher

shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

- B. Each teacher shall have the right upon request to review the contents of his own personnel files maintained at the teacher's school or at the administration building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files.
- C. Personal references and university or other recommendations such as normally sought at the time of employment or advancement are specifically exempt from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- D. All communications, including evaluations by Crestwood administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion. Any complaint or other communication from nonprofessional sources not specifically brought to the attention of a teacher when received may not be used as a basis for subsequent disciplinary action.
- E. There shall be no standardized forms used for the evaluation of teachers on tenure. All evaluations of tenure teachers shall be the narrative form and in writing. The evaluator and the teacher shall sign the evaluation. Standardized forms may be used in the evaluation of all probationary teachers.

ARTICLE IX

Curriculum Council

The Board shall approve all instructional programs for the school district.

A. A curriculum council is hereby established for Crestwood School District to study, evaluate, and make recommendations to the superintendent of schools concerning curriculum study and revision. The purpose of the council shall be to promote continuity in the development and appraisal of the instructional program, kindergarten through the twelfth grade.

1. The council shall recommend textbooks and other materials and equipment for implementation of the instructional program.
2. The decisions of this council shall be reached by a majority vote of the members.
3. The council shall meet once a month during the regular school day.
4. The council shall determine its procedures for efficient operation.
5. The coordinator of instruction shall serve as chairman of the council.
6. The superintendent shall be an ex-officio, non-voting member of the council.
7. The decisions of this council shall be submitted to the board by the superintendent with his recommendations for action by the board.

B. The council shall be composed of:

1. The superintendent, ex-officio
2. The coordinator of instruction
3. The coordinator of student personnel services
4. The principal of the senior high school
5. The principal of the junior high school
6. Two elementary school principals, selected by the elementary principals of the district

7. One secondary teacher from each building elected by the staff of that building
 8. One elementary teacher from each building elected by the staff of that building
 9. One department chairman from each secondary school elected by the department chairmen from each building
 10. One teacher from the department of special services elected by the teachers of that department
- C. Matters which can be decided upon by the curriculum committee shall be initiated through the proper channels of communication as determined by the council as part of their organizational procedure.

ARTICLE X

Rights of the Board

- A. There is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement.
- B. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of this Agreement or violative of law. The Board agrees, however, that prior to taking action on any such rules or personnel policies established by it related to hours, wages, and working conditions of teachers, it shall give the Association reasonable notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before it takes action thereon. The parties agree that emergency situations may arise where prior notification and consultation are not possible.

ARTICLE XI

Sick and Personal Leave--Paid

- A. Sick and personal leave to a total of sixteen (16) days with pay shall be provided annually at the beginning of each school year for each full-time professional employee. The purpose of such leave shall be to insure the employee against loss of income because of absence due to illness or transaction of personal business which cannot be taken care of outside the regular school day.
- B. All earned but unused personal leave days shall be cumulative to one hundred (100) days.
- C. The following rules and regulations shall govern the use of paid personal leave days:
 1. Temporary or part-time employees are not eligible for paid personal leave.
 2. In cases of absences due to illness exceeding five days at any one time, the administration may require the employee to furnish a medical certificate to substantiate such illness.
 3. All absence reports shall contain a statement as to time and cause of absence. Statement of causes shall be:
 - a. Illness
 - b. Personal
 4. The term "personal" applies to leave within the following categories:
 - a. Death in the family
 - b. Funerals
 - c. Legal business
 - d. Unusual circumstances in the immediate family
 5. Other reasons are subject to administrative approval.
 6. Specific reason for personal leave must be filed with the principal or immediate supervisor if the reason is not categorically listed

in Item 4. The principal's or supervisor's record of absence shall be available to the superintendent for inspection at any time.

7. Prior approval of the principal or immediate supervisor must be secured at least forty-eight (48) hours in advance of the time personal leave, for the purposes other than illness, is scheduled to begin. In case of emergency, the forty-eight hour provision may be waived by the principal or immediate supervisor.
8. The principal or supervisor shall give due consideration to effective school operation in approving paid personal leave.
9. A teacher who has been on duty for a period of two or more hours in either the morning or afternoon session of the school day and must leave for emergency reasons during the session, shall not be charged for any sick or personal leave time for the half-day session during which the leave occurred.

ARTICLE XII

Leave of Absence

A. Procedure.

Leave of absence for professional reasons may be granted only to tenure teachers in Crestwood School District. Application for leave of absence for personal or professional reasons must be made in writing to the office of the superintendent. No leave of absence shall serve to terminate continuing tenure previously acquired under the Michigan Teacher Tenure Act. Unless otherwise stated, any leave of absence shall be granted for one year only and may be renewed at the discretion of the Board upon application of the party concerned.

B. Leave to Care for Ill Members of the Immediate Family.

Upon application to the superintendent, leave may be granted to a teacher to care for ill members of the immediate family. A teacher

on such a leave shall receive credit for any regularly scheduled salary adjustments excluding increments.

The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, and close relatives-in-law or close associates.

C. Leave for Jury Duty.

A teacher called for jury duty, should he serve, shall be compensated for the difference between the teaching pay and the jury pay during the teacher's term of jury duty.

D. Leave for Physical or Mental Causes, Voluntary.

Upon application to the superintendent, a teacher may be granted a leave of absence for physical or mental causes. (A teacher absent on such leave, upon return to duty shall receive any regularly scheduled salary increases granted to employees in service, excluding increments.)

E. Leave for Physical or Mental Causes, Involuntary.

When a teacher's physical or mental condition is such that he is unable to act in his own behalf, a leave of absence shall be initiated by the superintendent for him, with due consideration of any allowable sick leave days accumulated by said teacher.

Should an examination be requested by either the teacher or the Board at any time during this leave or at its conclusion, the report of three physicians shall be required. One physician shall be selected by the teacher, one by the Board, and the third mutually agreed upon by both parties. At least one of these must specialize in the field of the teacher's disability.

No increment for such leave shall be allowed in the salary schedule.

F. Sabbatical Leave

Sabbatical leave of two semesters may be granted a teacher who has served seven consecutive years in Crestwood School District, provided he possesses a Michigan Life or Permanent Certificate, and

provided the number of teachers on professional leave does not exceed five percent of the teaching staff at one time.

Teachers granted sabbatical leave must agree to return to Crestwood School District for period of not less than one year.

Remuneration to teachers on sabbatical leave shall be at one-half the salary they would receive for that year on the salary schedule.

A teacher on sabbatical leave shall receive any regularly scheduled salary increase granted teachers in service including increments and shall also be subject to any general salary adjustments which may be effected during such leave.

A teacher returning from sabbatical leave shall submit a report to the superintendent containing transcripts of all college or university work completed while on leave and/or all other items of information pertinent to an evaluation of their approved program.

G. Leave for Advanced Study.

Upon application to the superintendent, a leave for advanced study purposes may be granted for one year, but may be extended upon request with the approval of the Board.

Advanced study shall be defined as:

1. Study beyond the Bachelors Degree and toward a higher degree.
2. On-the-job experience directly related to the teaching field.

A teacher on an advanced study leave shall receive any regularly scheduled salary increases granted to teachers in service including increments, and shall also be subject to any general salary adjustments which may be effected.

A teacher returning from an advanced study leave shall submit a report to the superintendent containing transcripts of all college or university work completed while on leave and/or all other items of information pertinent to an evaluation of their approved program.

A teacher returning from this type of leave shall return to the specific department he left (i. e., secondary or elementary) if

applicable, or to a position comparable to the one he held previous to his departure.

H. Leave for Exchange Teaching and/or Assignment, and Peace Corps.

In order to qualify for exchange teaching and/or assignment positions, or Peace Corps, a teacher must have taught in the Crestwood School District for a period of five years.

A leave of absence for exchange, and a leave of absence for Peace Corps may be granted for a two year period.

Opportunities for exchange teaching assignments shall be advertised by the superintendent's office.

A teacher on exchange teaching or related educational assignments shall receive any regularly scheduled salary increases granted teachers in service including increments, and shall also be subject to any general salary adjustments which may be effected during such leave.

A teacher returning from exchange teaching, related educational assignments or Peace Corps work shall submit a report to the superintendent containing items of information pertinent to an evaluation of the program.

A teacher returning from this type of leave shall be reinstated in a position comparable to the one held upon his departure.

I. Leave for Special Assignments.

The Board of Education at its discretion may grant a leave of absence to a teacher in order that said teacher may accept a special assignment. This assignment must be related to his field of preparation, and must meet the approval of the superintendent and the board.

A teacher on such leave shall receive any scheduled salary increases including increments.

J. Leave for Foreign Country or Military (Dependent Childrens') School Teaching and/or Assignment.

A teacher may be granted a leave of absence for teaching in a foreign country or military (dependent childrens') school for a period of one

year. Such leave may be extended upon application to the superintendent and upon approval by the board.

A teacher absent on this type of leave shall receive any regularly scheduled salary increases granted to teachers in service including increments and shall also be subject to any general salary adjustments which may be effected.

A teacher returning from this type of leave shall submit a report to the superintendent containing items of information pertinent to an evaluation of the program.

K. Maternity Leave

When a teacher requests a leave of absence for maternity, she shall file her request not later than the third month of pregnancy. The date of leaving shall be agreed upon by the teacher and the superintendent based upon the best interests of the teacher and the school. The teacher shall be prepared to leave her position not later than the beginning of the fifth month of pregnancy. Due consideration shall be given to the closeness of a vacation period or to the end of the semester.

Maternity leave shall be granted for a period of one year. A teacher will receive scheduled salary increases excluding increments during such leave.

Date of return from a maternity leave prior to the termination of the leave may be approved at the request of the teacher, and must have the approval of the teacher's physician and the superintendent. The Board may request an examination of the teacher by another physician. Consideration shall be given to semester beginnings and endings.

L. Military Leave.

A teacher entering any of the branches of the armed services of the United States is covered by the provisions of the Michigan School Code.

When a teacher must take temporary military leave (not to exceed fifteen school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay as well as provide a substitute for the teacher.

ARTICLE XIII

Retirement Compensation

The Board of Education will pay a lump sum of \$500 to a teacher upon retirement, provided that the teacher has passed his sixtieth (60th) birthday and has served the Crestwood School District for a minimum of ten (10) years.

ARTICLE XIV

Hospitalization

The Board shall pay the full cost of hospitalization, surgical and major medical insurance as provided by that portion of the Michigan Education Special Services Association Insurance.

ARTICLE XV

Protection of Teachers

- A. The Board and its administrators shall give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Implementation of this policy shall be thoroughly reviewed, as provided under Article XVII for a joint study committee for this purpose.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. In the event that law enforcement and/or judicial authorities are involved, the teacher shall be provided with legal counsel and any other necessary assistance by the Board without cost to the teacher if not provided by his local organization, state organization, or insurance coverage, in order to advise said teacher of his legal rights. If the professional study committee and the superintendent shall deem the teacher innocent of the

charges, legal counsel shall be made available if not otherwise provided from the above sources.

- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if the teacher is found to be not at fault.

ARTICLE XVI

Grievance Procedure

A grievance is an unsettled complaint by a ^{member of the} bargaining unit or by the Association on its own behalf concerning (1) an alleged violation of this agreement; (2) any alleged violation of the policies, rules, and regulations concerning teaching conditions of employment hereafter established by the Board from time to time; (3) any disciplinary action.

A. Level One: Informal Procedure

1. A teacher with a grievance shall first discuss the grievance with his building principal or other such supervisor alone or together with a representative of the Association.
2. If the aggrieved teacher is not satisfied with the disposition of the grievance, the teacher shall seek the advice of an Association representative if said representative was not present at the initial interview. The representative and the grievant shall consult with the building principal or supervisor within five (5) school days to attempt a solution.

If any grievance is adjusted by the building principal or other supervisor while the grievant is not accompanied by an Association representative, the Association shall be notified of said adjustment and shall have the right to appeal the same in its own name.

3. When steps 1 and 2 have been exhausted and the matter is still unsettled, the grievant may invoke Formal Grievance Procedure.

B. Level Two: Formal Grievance Procedure

1. If a grievance is not satisfactorily resolved, the grievant may invoke level two of the grievance procedure by presenting the grievance in writing to the Association and to his principal or supervisor. Such written grievance shall be filed not later than thirty (30) days after the informal discussion required under level one.
2. Within three (3) school days of receipt of the written grievance the grievant's principal or supervisor shall state his decision in writing concerning the grievance together with the supporting reasons therefor, and furnish one copy to the grievant and two copies to the Association.
3. In the event the Association is not satisfied with the disposition of the grievance by the building principal or supervisor, or if no decision has been rendered within three (3) school days after presentation of the Formal grievance, it may file the written grievance and the decision of the building principal or supervisor if there is one, with the Superintendent's office within five (5) school days.
4. The superintendent's office shall schedule a meeting with the grievant and the Association representative within five (5) school days of the receipt of the grievance. Within three (3) school days after said meeting the Superintendent's office shall issue a written decision and furnish one copy to the grievant and two copies to the Association representative.

C. Level Three: Formal Hearing

In the event the Association is not satisfied with the disposition of the grievance by the Superintendent's office, or if no decision has been rendered within three (3) school days of the meeting with the Superintendent's office, it may refer the grievance within five (5) school days to the Board of Education. The Board shall hold a formal hearing at its next scheduled meeting if the grievance is submitted to the Superintendent before noon of the Wednesday preceding such meeting. If the grievance is received after noon of said Wednesday, the hearing will be held no later than

two weeks from such meeting date. The Board shall render its decision in writing within five (5) days of the hearing and furnish one copy to the grievant and two copies to the Association.

D. Level Four: Arbitration Committee

1. Resolution through Mutual Agreement

Stage I

In the event the Association is not satisfied with the decision of the Board of Education, it may request, within five (5) school days, that the matter be referred to a Professional Arbitration Committee convened for that purpose. Such Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Association together with a fifth impartial qualified person selected by the other four (4) members. The Committee shall commence proceedings within five (5) school days of the date of the request. Resolution at this stage shall be by a written agreement accepted by the representatives of both parties.

Stage II

In the event that the Committee reaches an impasse in its proceedings, within five (5) school days, thereafter the Committee shall reconvene and each party shall be represented by counsel who shall attempt to resolve the grievance. Resolution at this stage shall be by a written agreement accepted by the representatives of both parties.

2. Disposition through Binding Arbitration

If the Committee is unable to resolve the grievance by mutual agreement, the original five (5) members thereof shall be automatically impaneled as a Board of Arbitrators to review through formal hearing, or otherwise if so stipulated, the position of both parties and to render a decision thereon. Formal hearings shall commence within five (5) school days of the impaneling of the Arbitration Board. The Arbitration Board shall resolve said difference by gaining a majority vote upon any of the previously proposed resolutions of the grievance or, in lieu thereof by gaining majority vote on a proposition submitted by the

fifth member of the Board. All decisions of the Board of Arbitrators shall be dispositive of the matter.

- E. The costs of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.
- F. Two Association members shall be released from their class duties, each on a separate day, commencing at 2:00 p.m. each month for the purpose of handling grievances. When the schedule of the grievant permits and the deadline provisions of this Article will not be violated, the various meetings of the grievance procedure are to be scheduled during these release periods.

The Association shall assume the responsibility for providing teaching personnel for those classes from which the Association members are released under the terms of this Article. Teachers covering for released personnel shall be compensated at the hourly rate for this extra duty.

- G. No record whatsoever shall appear in the file of any teacher indicating his institution or pursuit of proceedings under this Article. No teacher shall be discriminated against on the basis of his institution or processing of a proceeding under this Article.
- H. Failure to appeal to the next step within the time prescribed shall be deemed an acceptance of the decision disposing of said grievance.

ARTICLE XVII

Professional Study Committee

- A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. This committee shall commence by October 1 to set up their organizational procedure and meet bi-weekly thereafter beginning at 3:30 p.m. The Professional Study Committee shall investigate the following matters and submit advisory recommendations to the superintendent.

- B. The Committee shall consider but not be limited to the following questions:
1. How can teacher evaluation be improved?
 2. What criteria and procedures should be used concerning student exclusion?
 3. What should be the procedure for forming and approving school clubs? What should the job description be for advisors of these clubs?
 4. How can the system of procuring substitute teachers be improved?
- C. Each Association representative on the Committee shall be compensated at the hourly rate up to 1-1/2 hours each per bi-weekly session. The clerical expenses of such Committee shall be borne by the Board.

ARTICLE XVIII

Miscellaneous Provisions

- A. Substitutes
1. The Board shall maintain an adequate list of qualified substitute teachers at all times.
 2. Requesting substitutes:
 - a. Elementary teachers shall be required to report their unavailability for work before 7:30 a.m. Secondary teachers shall be required to report their unavailability for work before 7:00 a.m.
 - b. Once the teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute.
 3. Conditions affecting classroom teachers:
 - a. No teacher will be required to substitute during his unassigned

preparation period.

- b. No teacher will be required to teach or supervise another class or portions of other classes while teaching his scheduled classes.
4. If a substitute does not satisfactorily carry out the duties assigned to him, the classroom teacher may request a review by the administration of the eligibility of that substitute.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher.
 - C. The Association shall deal with ethical problems arising under the Code of Ethics of the Michigan Education Association in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Michigan Education Association is considered by the Association and its membership to define criteria of professional behavior.
 - D. Policies, rules, and regulations of the Board which are not contrary to or inconsistent with this agreement shall have full force and effect, but not as part of this agreement. Policies, rules and regulations of the Board which are contrary to or inconsistent with this agreement are hereby superseded. This agreement 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.
 - 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 the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX

Strike Prohibition

The Association shall at no time direct, instigate, participate in, encourage, or support any strike against the Board or the School District by any teacher or group of teachers.

ARTICLE XX

Duration of Agreement

- A. This agreement shall be effective as of July 1, 1966 and shall continue in effect for one (1) year until June 30, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Upon written notice to the other party, anytime after February 1, 1967, either party may request the opening of negotiations for a new contract. Negotiating sessions held during the school year shall begin at 3:30 p.m. Three members of the Association team will be reimbursed at the rate of \$8.25 each per week for time spent negotiating. Reimbursement for negotiation time will not exceed 12 weeks.

ARTICLE XXI

Ratification

This agreement and all of its provisions shall become effective July, 1, 1966, without further retroactivity and continue for one year after. Notwithstanding the foregoing, however, this agreement shall not become effective unless and until it is;

Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose; and

Approved by the Board of Education of the Crestwood School District of Dearborn Heights, Michigan by resolution duly adopted.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on the _____ day of _____, 1966.

CRESTWOOD EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its Secretary

and

CRESTWOOD SCHOOL DISTRICT

BY _____
Its President

BY _____
Its Secretary