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OFFICE OF PROFESSIONAL NEGOTIATIONS Michigan Education Association

AGREEMENT

Between the

# CRESTWOOD SCHOOL DISTRICT

and the

CRESTWOOD EDUCATION ASSOCIATION

Crestwood School District Dearborn Heights, Michigan

2. yes 3. aug 31, 1968 4. No 5. yes

MEA 1216 Kendale E. Lansing, MI 48823

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#### AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_\_ day of September, 1967, by and between the School District of Crestwood, the City of Dearborn Heights, Michigan, hereinafter called the "Board", and the Crestwood Education Association, hereinafter called the "Association".

#### WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Crestwood 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 Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement,

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

# ARTICLE I

# Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Michigan Public Employees Relations Act, for all certified classroom teachers, social workers, speech correctionists, diagnosticians, counselors, type "c" teachers, reading consultants, coordinator of cooperative education, adult education director, driver education director, employed or to be employed by the Board, but excluding the superintendent, assistant superintendent for general administration, assistant superintendent for business administration, coordinator of student personnel services, principals, coordinator of instructional materials. coordinator of music education, coordinator of physical 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.

## ARTICLE II

## Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance,

complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. 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.
- C. The Association and its members shall have the right to use school building facilities for meetings, 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. When special custodial service is required, the board may make a reasonable charge therefor.
- D. Duly authorized representatives of the Association and the Michigan Education Association and the National Education Association shall be permitted to use the school building facilities for meetings when notice of such requests shall be provided the employer who shall approve the 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. When special custodial services are required the Board may make a reasonable charge therefor.
- E. The Association shall have the right to use the equipment assigned to the high school business machines classroom on any school day between the end of the last class of that day and 6:00 p.m., provided such equipment is not otherwise in use as part of the instructional program. Any other use of equipment must be approved by the building administration in charge thereof. The Association agrees to pay \$100 on or before January 3, 1968, to cover the wear and tear and depreciation of such equipment for the 1967-68 school year. Damage to equipment as a result of Association usage in excess of ordinary wear and tear shall be paid by the Association.
- F. The Association shall have the right to post notices of its activities and materials of Association concern within the area provided for exclusive teacher use. The Association may use the district mail service and teacher mail boxes

communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such information to which the general public has access, that 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.
- H. The Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration by forwarding a copy of the board agenda to the Association. The Association shall be given an opportunity to present its views to the administration and/or to the board at the meeting at which the action is to be taken. The presentation of the Association shall be made prior to the action of the Board if the Association has indicated in writing its intentions to make a presentation and representatives of the Association are in attendance at such meeting.
- I. The Association shall be allowed to appear and be heard as a delegation at any regular Board meeting and shall specify in writing to the superintendant prior to said meeting the matters to be presented.
- J. 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, unless such teacher is involved in a morally reprehensible act.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

#### ARTICLE III

#### Deductions for Professional Dues

- A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction from their pay of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from the first pay after execution, unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. The deduction of membership dues shall be made from one regular pay check each month for ten (10) months, beginning in September and ending in June of each year. The Board agrees promptly to remit to the local Association all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

## ARTICLE IV

## School Calendar

For the term of this Agreement the school calendar shall be set forth in Schedule A.

## ARTICLE V

#### Teaching Hours and Class Loads

- A. Teachers shall report to their school no later than fifteen (15) minutes before the opening of the pupil's school day in the morning. The principal shall develop with his staff a mutually agreed upon plan for supervision of students entering the building. All teachers shall be in the classroom at the beginning of the pupil's school day. 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. Cn 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 assignment for a teacher in the high school shall not exceed twenty-five (25) assigned periods and five (5) unassigned preparation periods. The duration of each of such periods shall be fifty-five (55) minutes. Each teacher in the Senior High shall have a daily assignment based on either one of the following schedules:
  - 1. 7:30 a.m. to 2:00 p.m.
  - 2. 8:30 a.m. to 3:00 p.m.

The weekly assignment for a teacher in the middle school shall not exceed twenty-five (25) assigned periods and five (5) unassigned preparation periods. The duration of each of such periods shall be fifty-five (55) minutes. Each teacher in the Middle School shall have a daily assignment based on either one of the following schedules:

8:00 a.m. to 2:30 p.m.
8:30 a.m. to 3:00 p.m.

No secondary school teacher shall be required to make more than three (3) subject matter preparations per day. In special areas such as business education and practical arts the guidelines established by the North Central Association shall prevail.

The daily assignments for a teacher in the elementary school shall be in accordance with the following schedule:

9:00 a.m	1	11:40 a.m.	Instruction
11:40 a.m	1	12:30 p.m.	Lunch
12:30 a.m	1	3:30 p.m.	Instruction and Planning

All elementary teachers shall have a preparation period each day. On alternating days a teacher shall have: 1) A thirty-minute preparation period; 2) A twenty-minute preparation period and ten (10) minutes of student supervision.

No elementary teacher shall be required to be present in the classroom during the time students are receiving instruction from a specialist in the field of art, vocal music, or physical education. Such unassigned time shall be used as preparation time. If the district provides physical education and vocal music instructors so that each elementary teacher has two (2) hours of unassigned time the provisions of the above paragraph shall not apply. Recess periods, other than lunch recess, are considered part of the instructional day in the elementary school. A ratio of one (1) teacher to two (2) classes shall be used to determine the supervision of such recesses. There shall be one recess per day per grade level not to exceed fifteen (15) minutes.

No teacher shall be required to extend his services beyond the above limits, but a teacher may agree to such extended service provided he is compensated at one-sixth (1/6) of his daily rate.

- E. Teacher attendance at P. T.A. meetings shall be voluntary.
- F. Teachers will attend all regularly scheduled professional meetings, including institutes and workshops, when released time has been provided, and any necessary department and building meetings whenever called by the building principal or department chairman.

#### ARTICLE VI

#### Qualifications, Assignments, and Transfers

- A. No new full-time 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.
- B. The employment of full-time teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. 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.
- D. Assignment and voluntary transfer of professional personnel shall be made by the Superintendent on the basis of the following criteria:
  - 1. Qualification of the teacher
    - a. Degree of competency
    - b. Extent of experience
    - c. Contributions which the teacher could make to students.

- 2. Length of service in this school district. (Length of service shall be determined by totaling the amount of continuous employment in schools of the district, including substitute service, provided that for the duration of such service the teacher has held a degree, irrespective of tenure status and shall include all periods when the teacher was on sabbatical leave, professional leave of absence, or engaged in teaching-related experience.)
- 3. Other things being equal, when an assignment or transfer involves a promotion, preference shall be given to the teachers serving at that time.
- E. The transfer request form\* shall be the vehicle for entry of all data pertinent to the request by the teacher for transfer and shall be used in the processing of such transfer.
  - 1. The teacher shall complete in triplicate the transfer request form, which may be obtained from his supervisor or the personnel office.
  - 2. The supervisor shall discuss the transfer request with the teacher and enter his recommendation.
  - 3. A transfer request shall be forwarded to the personnel office by the supervisor.
  - 4. From the personnel office the request forms shall be forwarded to the receiving administrator who shall interview and make a written recommendation to the personnel office.
  - 5. Requests processed in the personnel office will receive one of the following actions of which the teacher shall immediately be notified:
    - a. Approval: transfer granted; copy forwarded to receiving supervisor.
    - b. Tentative approval: for vacancies which may develop prior to commencement of school.
    - c. Denial: based upon criteria established in Paragraph D, Article VII.
  - 6. A copy of the transfer request with a record of the final action shall be furnished to the teacher, sending supervisor, and the Association. One copy shall be retained in the personnel office.

\*Transfer request form shall be mutually agreed on.

F. No involuntary transfer shall be made, except in cases of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association in writing of the reasons for such transfer. If the teacher objects to such transfer, he may submit the dispute for resolution through the professional grievance procedure, or he shall have the opportunity to resign his position in good standing. Any resignation under the foregoing provision shall be deemed to be for good cause for purposes of the Tenure Act.

- G. Every teacher shall be given written notice of his assignment for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignment are proposed, every teacher affected shall be notified promptly and consulted. In no event shall changes in a teacher's assignment be made later than the 15th day of August preceding the commencement of the school year. In the event a teacher is given an assignment to which he is opposed, he may submit the dispute for resolution through the grievance procedure or he shall have the opportunity to resign his position in good standing. Any resignation under the foregoing provision shall be deemed to be for good cause for purposes under the Tenure Act.
- H. The Association shall be notified of all vacancies to be filled or newly created positions as soon as reasonably possible after their occurrence.
- I. 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.
- J. Any teacher may apply for any vacancy. In filling such vacancy, the Board agrees to make its decision based on those criteria defined in Section D of this Article.
- K. 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.
- L. Any teacher who shall be transferred to a supervisory or executive position and shall later return to 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.
- M. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule C and summer school courses, shall not be obligatory but shall be with the con-

sent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district, and in accordance with the criteria set forth in Section D of this Article.

# ARTICLE VII

#### Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 toward insuring that the energy of the teacher is primarily utilized to this end.

A. The pupil teacher ratio is an important aspect of an effective educational program. The parties agree that class size shall not exceed the following standards, provided that in an emergency situation with the agreement of the Association, and the teacher involved, such standards may be modified.

1.

2.

	CLASS SIZES
ELEMENTARY	
K - 5	30
Combination grades	28
SECONDARY	
English; Foreign Language)Social Studies)Business; Typing)General Education)Mathematics)Science)Drafting)	35
Industrial Arts)Vocational Shop)Home Economics)	28
Art	31
Physical Education	45
Pool	35
Hygiene	45

	CLASS SIZES
Reading Development	25
Vocal Music	35
Instrumental Music	35
SPECIAL EDUCATION	
Special classes for handicapped or mentally retarded	15
Special sightsaving and hearing conservation classes	12
Emotionally disturbed classes	8

3.

- 4. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience. Special attention will be given to reducing class size where feasible, when special students are found in a regular classroom. Type A students will be excluded from consideration in this particular section.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools properly equipped and maintained.
- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in the district and include therein all texts which are reasonably requested by the teachers.
- D. The Board agrees to make available in each building adequate typing and ditto facilities to which teachers have first priority and clerical personnel to aid teachers in the preparation of instructional material when it is possible to schedule such in advance without increasing present clerical personnel.

- E. The Board shall provide:
  - 1. A separate desk with lockable drawer space for each teacher assigned to a classroom and comparable facilities for each transient teacher.
  - 2. Suitable space for each teacher to store coats, overshoes and personal articles.
  - 3. Suitable chalkboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use of all texts used in each of the courses he is to teach, together with any teaching manuals designated for such text.
  - 5. A dictionary in every classroom.
  - 6. Suitable storage space in each classroom for instructional materials.
  - Adequate class record books, paper, pencils, pens, chalk, erasers and other such material required in the daily teaching responsibility.
- F. No teacher shall be required to supervise patrol duties or collect moneys for milk, pictures, albums, or lunch.
- G. Under no conditions shall a teacher be required to drive a school bus.
- H. The Board shall make available in each school, lunchroom, restroom and lavatory facilities exclusively for faculty use and at least one room, properly furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities shall be made in all future buildings, however, this paragraph shall not be construed to require construction of additional facilities in present buildings.
- I. A telephone shall be made available in the teachers' lounge in each building for the exclusive use of the faculty, but no toll calls will be allowed on such instrument.
- J. 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.

K. Cff-street paved parking facilities shall be provided, a portion of which shall be designated exclusively for faculty use. Such space is to be determined by the needs of each building.

# ARTICLE VIII

## Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are enhanced by administrative support, the Board recognizes its responsibility to give all reasonable assistance to teachers with respect to maintenance of control and discipline in the classroom. The Board recognizes and supports the idea that the teacher cannot assume the responsibility for treatment, diagnosis, or therapy of disturbed children and will provide resource assistance, diagnostic evaluation, and support in working with the parents of children who have special problems.
- B. A teacher may suspend a pupil from a class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will send or bring the student to the office and furnish the principal, or other appropriate person, as promptly as his teaching obligations will allow, a written report containing full particulars of the incident. Within twenty-four hours of the submission of this report, the teacher shall be notified of what action has been taken to prevent a recurrence of the situation which led to the suspension. If no action has been taken, the teacher shall be informed of the reasons thereof.
- C. Any case of assault upon a teacher shall be promptly reported to his immediate supervisor. 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, acting as a committee, shall deem the teacher innocent in the incident, legal counsel shall be made available if not otherwise provided from the above sources.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense if such protection is not

provided by the local or state organization or insurance coverage and if the teacher has not been negligent or at fault in the problem. The determination of negligence or fault shall be made by the committee established in Section C of the Article.

- E. 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 not to be at fault as determined by the committee established in paragraph C above.
- F. A teacher shall at all times be entitled to have present his building chairman or building representative 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, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The reason for disciplinary action will be made available to the teacher and to the Association.

## ARTICLE IX

#### 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 sick and personal leave days shall be cumulative to one hundred ten (110) 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 (5) days at any one time, the administration may require the employee to furnish a medical certificate to substantiate such illness.

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- 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.
- D. Teachers employed by the Board during summer months will be granted two (2) days of sick and personal leave.
- E. A teacher shall receive the difference between his regular salary and the amount paid under the Michigan Workmen's Compensation Act for compensible injury arising out of and in the course of employment equal to the proration of the accumulated sick days.

Upon exhaustion of such sick days, such teacher shall receive the difference between the compensation from the aforementioned Act and his salary for a period not to exceed fifty (50) days.

F. A teacher called for jury duty or under subpoena 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.

# ARTICLE X

#### Sabbatical Leave

Sabbatical leave of two (2) semesters may be granted a teacher who has served seven (7) 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.

# ARTICLE XI

#### Unpaid Leaves of Absence

The mandatory provisions of this article shall pertain only to teachers who have attained tenure in the Crestwood School District. In no case shall the total number of teachers on leave exceed twelve (12) of the teaching staff, not counting those provided for in Sections F, I, J and K of this article. In case the number of leave requests exceeds the above limitation the superintendent of schools shall determine who shall have such leave provided the above number is maintained.

- A. A leave of absence of one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university, provided such study is reasonably related to his professional responsibilities. At the request of the teacher the Board may extend his leave for one year. Upon return from such leave, a teacher shall be placed at the position on the salary schedule as he would have been had he taught in the district during such period.
- B. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries, provided said teacher states his intention to return to the school system. At the request of the teacher the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- C. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in foreign or military teaching programs, provided said teacher states his intention to return to the school system. At the request of the teacher, the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- D. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of joining the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program. At the request of the teacher, the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- E. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purposes of engaging in a cultural travel or work program related to his professional responsibilities. At the request of the teacher, the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been entitled at the effective date of such leave.

- F. A military leave of absence shall be granted to any teacher who shall be inducted or who shall volunteer for draft in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- G. A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Crestwood Education Association, Michigan Education Association, and/or National Education Association. At the request of the teacher, the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule to which he would have been entitled at the effective date of such leave.
- H. A leave of absence shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule to which he would have been entitled at the effective date of such leave.
- I. Maternity leave of up to one (1) year shall be granted, commencing not later than the end of the fifth (5) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. At the request of the teacher, the Board may extend the leave for one year. Return from such leave will be no earlier than six (6) months after the termination of the pregnancy. A female teacher adopting a child shall receive similar leave which shall commence upon entry of an order by the probate court terminating the rights of the natural parents. A teacher returning from leave provided in this paragraph shall be placed at that position of the salary schedule to which she would have been entitled at the effective date of such leave.
- J. 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 for up to one (1) year, without pay, for the duration of such illness or disability, provided there is medical certification of the fact. Such leave may be renewed for an additional year upon written request by the teacher, medical certification of the fact, and approval of the superintendent of schools. Upon return from such leave, based upon written medical certification of good health, a teacher shall be placed at the position on the salary schedule to which he would have been entitled at the effective date of such leave.

- K. A leave of absence shall be granted to any teacher upon application for the purpose of caring for members of the immediate family who are sick or disabled. At the request of the teacher, the Board may extend the leave for one year. Upon return from such leave, a teacher shall be placed on the step of the salary schedule to which he would have been entitled at the effective date of such leave.
- L. A leave of absence may be granted to any teacher upon his request whenever the superintendent deems it appropriate.

# ARTICLE XII

## **Retirement Benefits**

In recognition of services to the school district the Board will pay a sum of \$650 to a teacher upon termination of employment provided that said teacher shall have been employed in the school district for ten (10) years and is sixty (60) years of age or said teacher has been employed in the district twenty-five (25) years.

# ARTICLE XIII

#### Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. The Board agrees to provide the funds for teachers selected by the administration to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant.
- C. Arrangements shall be made for after school workshops, conferences, and programs designed to improve the quality of instruction that are mutually agreed upon by the parties. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

#### ARTICLE IV

#### Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed and evaluated at least twice during the school year; at least once between October 1 to December 1, and once between January 15 to March 15. The second evaluation shall not occur within 60 days of the first. Tenure teachers shall be observed and evaluated at least once a year.
- B. Observations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building or an administrator who shall be competent in the subject matter being observed and who shall be designated by the Superintendent. If a teacher works in more than one building or under the direct supervision of a special area coordinator, they shall be evaluated by the principal of each such building and a coordinator of that special area. Each observation shall be made in person, and one observation shall be for at least one full class session.
- 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 other electronic devices shall be strictly prohibited.
- D. Within five (5) days of the observation, at the request of either party, the administrator shall hold a conference with the teacher he observed and discuss his evaluation. The evaluation report shall state the reasons in support of any conclusions set thereon. Each teacher shall receive a copy of his evaluation.
- E. No later than March 30 of each school year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association. Upon request of the teacher and the Association, the Board shall provide for a hearing at which time said teacher and/or his Association representative shall be heard. The result of said hearing shall not be grieved and the disposition of the Board shall be final; however, this article shall not be deemed to waive any legal rights outside of the teacher.

- F. Each teacher shall have the right upon request to review the contents of his own personnel files. 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. 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 view prior to a review of the file by the teacher.
- G. 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.

# ARTICLE XV

# Reductions in Personnel and Annexations and Consolidation of District

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board shall retain those teachers consistent with the provisions of Article VII. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. In the event of such termination a teacher will be given a written statement which stipulates that his termination of employment is due to the need for the reduction of teaching personnel in the district. No other information shall be volunteered by the Board. Nothing herein shall imply that a reduction in teaching staff under this Article may be made after commencement of the school year, except by attrition.

# ARTICLE XVI

# **Professional Compensation**

- A. The basic salaries of teachers 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.
- B. All teachers whether or not newly employed shall be given full credit on the salary schedule set forth in Schedule B for up to seven (7) years of teaching experience outside the Crestwood School District. All teachers shall be given full credit on the salary schedule for years of teaching experience in the Crestwood School District. Teachers may be given credit up to seven (7) years on the salary schedule for other teaching-related outside experience upon approval of the superintendent of schools.
- C. Compensation for graduate hours beyond a degree shall be \$15.00 per semester hour up to a maximum of twenty-five (25) hours, provided such work is done at an accredited graduate school.
- D. A teacher involved in all other extra duty assignments set forth in Schedule C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- E. The following schedule for diagnostician shall be in effect during the term of this agreement.

Position	Salary Range		
Diagnostician	\$9,000 - \$12,000		

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 XVII

## Special Teaching Assignments

- A. In making assignments for the Adult Education, Driver Education and Summer School programs, the Board shall give preference to teachers regularly employed in the district during the normal school year. Teachers shall be compensated for teaching in any of such programs at not less than \$5.75 per hour.
- B. No teacher will be required to substitute during his unassigned preparation period, nor shall he be required to teach or supervise another class or portions of other classes while teaching his scheduled classes.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

# ARTICLE XVIII

#### Assignment of Substitute Teachers

- A. The Board shall maintain an adequate list of qualified substitute teachers at all times.
- B. Elementary teachers shall report their unavailability for work before 7:30 a.m. Secondary teachers shall report their unavailability for work before 7:00 a.m.
- C. Once the teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute.
- D. 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.

# ARTICLE XIX

#### Insurance Protection

The Board agrees to furnish to all teachers the following insurance protection:

A. The Board shall provide without cost to the teacher group life in-

surance protection which shall pay to the teacher's designated beneficiary the sum of \$1,000 upon his death with provision for double indemnity in the event of accidental death.

- B. The Board shall provide without cost to the teacher Blue Cross-Blue Shield, comprehensive Certified M-75, full family, nondeductible hospital and surgical insurance protection with NC Rider and major medical, with options for S and F Riders.
- C. The Board shall maintain, for the protection of each teacher comprehensive public liability and hazardous work insurance in an amount not less than \$100,000 for each occurrence or accident. Coverage shall be sufficiently broad to protect teachers involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk of injury from unusual hazards incident to supervising athletics, teaching shop, driver training or art. Within thirty (30) days of the execution of this Agreement, the Board shall deliver to the Association a certified copy of such insurance policy.
- D. The Board shall make payment of Blue Cross insurance premiums for each employee to provide insurance coverage for the full twelvemonth period commencing September 1st and ending August 31st, provided that said employee shall serve in the district for the full teaching year in the regular school program. The Board may terminate coverage for any teacher who terminates employment prior to the conclusion of the full teaching year.

## ARTICLE XX

#### Professional 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
  - If a grievance is not satisfactorily resolved, the grievan 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) in accordance with the rules, regulations, and methods recommended by the American Arbitration Association. 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 auto-

matically 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 XXI

#### Curriculum Council

- A. A curriculum council is hereby established for the 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 devoting a morning to each session beginning at 8:45 a.m.
  - 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, nonvoting 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 high school
  - 5. The principal of the middle school
  - 6. Two elementary school principals, selected by the elementary principals of the district
  - 7. Two secondary teachers from Crestwood and one from Haston elected by the staff of each 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 of that building
- 10. One teacher from the department of special services elected by the teachers of that department
- C. Matters for study which can be decided upon by the curriculum council shall be initiated through the proper channels of communication as determined by the council as part of their organizational procedure.
- D. The Board shall establish all instructional programs for the school district.

#### ARTICLE XXII

# 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 3:45 p.m. The Professional Study Committee shall investigate any topic they deem appropriate for their consideration and submit advisory recommendations to the superintendent and the Association:
- B. Each Association representative on the Committee shall be compensated at the rate of \$9 per meeting. The clerical expenses of such Committee shall be borne by the Board.

## ARTICLE XXIII

# Negotiation Procedures

A. Upon request of either party, on or after August 1, 1968, negotiations will be undertaken for an agreement covering the 1968-1969 school year.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

## ARTICLE XXIV

## Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used in any investigation of any teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract here after executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- D. In the event of any conflict arising between the policies, rules and regulations of the Board and the express provisions of this agreement the terms set forth herein shall prevail.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid

and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

F. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed, or hereafter employed.

## ARTICLE XXV

#### 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 XXVI

# 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 the 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 rules 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.

# Duration of Agreement

This Agreement shall be effective as of September 25, 1967, and shall continue in effect until the 31st day of August, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Education Association			Board of Education			
By		By				
	Its President		Its President			
By		By				
	Its Secretary	-	Its Secretary			
By		By				
	Chairman, Negotiating Committee		Member			
By		By				
	Negotiating Committeeman		Member			
By		By				
	Negotiating Committeeman		Member			
By_	Negotiating Committeeman	By_				
	Negotiating Committeeman		Member			
By_	Negotiating Committeeman	By_				
	Negotiating Committeeman		Member			
	Dated this	da	y of			
		. 1	1967.			

# SCHEDULE A

# SCHOOL CALENDAR 1967-68

Monday, September 25	Pre-Opening Conferences A.M. School in Session P.M.
Tuesday, September 26	School in Session
Thursday, November 23	Thanksgiving DayNo Classes
Friday, November 24	Thanksgiving RecessNo Classes
Monday, November 27	Classes Resume
Friday, December 22	Christmas Recess Begins, End of School Day
Monday, January l	New Year's DayNo Classes
Tuesday, January 2	Classes Resume
Saturday, February 10	Teachers' Record Day
Friday, April 12	Good FridaySchool in Session A. M.
Monday, April 15	Easter Recess Begins
Monday, April 15 Monday, April 22	Easter Recess Begins Classes Resume
Monday, April 22	Classes Resume
Monday, April 22 Thursday, May 30	Classes Resume Memorial DayNo Classes
Monday, April 22 Thursday, May 30 Friday, May 31	Classes Resume Memorial DayNo Classes Teachers' Work DayNo Classes

# SALARY SCHEDULE -- 1967-68

STEP	<u>B.A.</u>	M.A.	ED.SP	DOCTORATE
0	\$ 6,300	\$ 6,800	\$ 7,300	\$ 7,800
1	6,600	7,150	7,650	8,150
2	6,900	7,500	8,000	8,500
3	7,250	7,900	8,400	8,900
4	7,600	8,300	8,800	9,300
5	8,000	8,750	9,250	9,750
6	8,400	9,200	9,700	10,200
7	8,900	9,650	10,150	10,650
8	9,400	10,150	10,650	11,150
9	9,950	10,650	11,150	11,650
10		11,200	11,700	12,200

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

\$500 above this schedule shall be allowed for school social workers.

# EXTRA PAY FOR EXTRA SERVICE

Activity	Middle School	High School
Head Football Coach	\$ 450	\$ 650
Assistant Football Coach	325	500
Head Basketball Coach	450	650
Assistant Basketball Coach	325	500
Head Track Coach	350	475
Head Baseball Coach	350	475
Cross Country Coach		375
Swimming Coach		475
Golf Coach		375
Tennis Coach		400
Wrestling Coach		400
Cheerleaders	175	225
Intramural	375	375
GAA	375	375
Annual Sponsor	275	350
Newspaper Sponsor		350
Operetta (Each Production)		175
Drama (Each Production)	175	175
Audio-Visual Coordinator	425	425
Driver Education Coordinator		500
Adult Education Coordinator		600

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