

AGREEMENT

Between the

CRESTWOOD SCHOOL DISTRICT

and the

CRESTWOOD EDUCATION ASSOCIATION

1971-1973

9-2-73

Crestwood School District

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 197_, 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 covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in 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, coordinator of instructional materials, coordinator of musical education, coordinator of physical education, driver education director, teachers of the emotionally disturbed, employed or to be employed by the Board, but excluding the superintendent of schools, assistant superintendent for instruction, assistant superintendent for personnel and community relations, business manager, coordinator of student personnel services, coordinator of instruction, principals, director of guidance and attendance, and secondary department 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 buildings 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 be allowed:
 - (1) Fifteen (15) minutes after the opening of the school building and not extending beyond five (5) minutes prior to the time teachers are scheduled to report to their building,
 - (2) During teacher lunch periods,
 - (3) At the end of the school day and not extending beyond 11:00 p.m. 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.

Article II, Association and Teacher Rights (Continued)

- 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 11:00 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 administrator in charge thereof. Damage to equipment as a result of Association usage in excess of ordinary wear and tear shall be paid by the Association. When special custodial services are required the Board may make a reasonable charge therefor. The Association shall pay to the Board cost of materials used.
- F. The Association shall have the exclusive 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 teachers' mail boxes for communications to teachers. No teachers 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

Article II, Association and Teacher Rights (Continued)

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 superintendent prior to said meeting the matters to be presented.
- J. At the beginning of each school year, the Association shall be credited with ten (10) days of released time which shall be used at the discretion of the Association by teachers who are officers or designees of the Association, provided that twenty-four (24) hours notice is given by the Association prior to such leave. Such notification shall be waived in cases of emergency.
- K. 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.
- L. 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

Article II, Association and Teacher Rights (Continued)

regard to race, creed, religion, color, national origin, age, sex, or marital status.

- M. Membership in the Association shall be open to all teachers regardless of race, creed, religion, color, natural origin, age, sex, or marital status.
- N. The rights granted herein to the Association shall be considered exclusive rights of the Association and shall not be granted to any competing organization.

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 July 1st and prior to September 1st 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 one-tenth (1/10) of membership dues shall be made from the last regular pay in September and the first regular pay of each month from October through June. By the end of the first week of school, the Board shall provide to the Association a current list of all teachers, by building, indicating those who utilized payroll deduction as members and those who utilized payroll deduction to pay the fee during the previous school year. The Board agrees to remit promptly to the local Association all monies so deducted, upon receipt of an invoice from the Association prior to the first payroll deduction, with a list of teachers from whom the deductions are to be made. Remittances to the Association shall be accompanied by a list of teachers from whom the deductions have been made. The Board shall notify the Association immediately, in writing, of the names and employment dates of all new teachers hired, and the names and termination dates of those teachers leaving during the school year.
- C. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense of such agreements:
 - 1. To this end any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment pay a fee to the Association; an amount equal to membership dues payable to the Association, the Michigan Education Association, and the National Education Association.

Article III, Deductions for Professional Dues (Continued)

2. A teacher may authorize payroll deductions for such fee in the same manner as provided in Sections A and B of this Article.
 3. The Board, in the event that a teacher within the thirty (30) day time limit above shall not have paid such fee directly to the Association or has not authorized payment of such fee through payroll deduction, as provided in Sections A and B, shall terminate the employment of such teacher upon written request of the Association. The parties expressly recognize that failure to comply with any provision of this Article is just and reasonable cause for discharge from employment.
- D. The Board shall make payroll deductions upon written authorization from teachers for annuities, credit union, saving bonds, and/or any other plan or program jointly approved by the Association and the Board. However, the number of carriers from whom the Board of Education will make deductions for annuities is limited to one, this one to be designated by the Crestwood Education Association. Monies remitted to the respective agencies shall be paid every two weeks or monthly, as the agency itself prefers. All payroll deductions shall be itemized and identified separately on each statement of earnings and deductions to the extent permitted by the capacity of the accounting equipment.

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. Secondary teachers shall report to their school no later than fifteen (15) minutes before the opening of the pupil's school day in the morning. Elementary teachers shall report to their school no later than five (5) minutes before their planning period. Each principal shall develop for his building a schedule for the supervision of students entering the building during the ten (10) minute period prior to the beginning of the pupil school day. This schedule shall require a ratio for supervision not greater than one (1) teacher to three (3) classes. Such ratio shall be based on the number of classes scheduled for the beginning of the student day. It is understood that this schedule will equally divide the responsibility for supervision among all the teachers of the building. It is further understood that no teacher may be assigned the responsibility for more than one (1) week out of every three (3) weeks. All teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher 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 assignment for a teacher in the high school shall not exceed twenty-five (25) assigned periods and five (5) unassigned preparation periods, the daily assignment shall be six (6) successive 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 the following schedule:

7:00 a.m. to 4:25 p.m.

Article V, Teaching Hours and Class Loads (Continued)

The weekly assignment for a teacher in the middle school shall not exceed twenty-five (25) assigned periods and five (5) un-assigned 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 the following schedule:

8:30 a.m. to 2:55 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:

8:50 a.m. - 9:20 a.m.	Planning
9:20 a.m. - 9:30 a.m.	Students enter building
9:30 a.m. - 12:05 p.m.	Instruction
12:05 p.m. - 12:55 p.m.	Lunch
12:55 p.m. - 3:30 p.m.	Instruction

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.

Recess periods, other than lunch recess, are considered a part of the instructional day in the elementary school. A ratio of one (1) teacher to three (3) classes shall be used to determine the supervision of such recesses. There shall be one (1) 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 for each period taught beyond his schedule.

Article V. Teaching Hours and Class Loads (Continued)

- 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 is provided. Teachers will attend any necessary building meetings called by the principal, or department meetings called by the department chairman, provided that such meetings are scheduled for and held on Mondays immediately after school, and that attendance shall not be required more than three (3) meetings per month, each meeting lasting no longer than forty (40) minutes. With the consent of the teachers involved the limitations of this provision may be waived.

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, provided that with notification to and agreement from the Association, the Board may employ a non-degreed teacher for a State or Federal Vocationally Certified Program.
- B. The employment of full time teachers with special certificates is to be permitted only in cases of absolute necessity, or where the teacher has outstanding credentials. In any event, the employment of teachers with special certificates shall be permitted only with notification to and agreement from the Association. If a teacher is employed with a special certificate out of necessity, such teacher shall be employed only on a semester basis. If the availability of a fully certified teacher occurs whose competency is acceptable to the district, the specially certified teacher shall be replaced upon the termination of his contract.
- 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

Article VI, Qualifications, Assignments and Transfers (Continued)

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 this article.
6. A copy of the transfer request with a record of the final action shall be furnished to the teacher, and the Association. One copy shall be retained in the personnel office.

*Transfer request form shall be mutually agreed on.

ARTICLE VI, Qualifications, Assignments & Transfers (Continued)

- F. Teachers who desire reassignment within their own building for the following year shall make the request known to their building principal by April 27th of the school year.
- G. 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.
- H. 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.
- I. The Association shall be notified of all vacancies to be filled or newly created positions as soon as reasonably possible after their occurrence.
- J. 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 ten (10) days.

Article VI. Qualifications, Assignments & Transfers (Continued)

- K. 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.
- L. 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.
- M. 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.
- N. 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 consent 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. <u>ELEMENTARY</u>	<u>CLASS SIZES</u>
K-5	30
Combination grades	28
2. <u>SECONDARY</u>	
English; Foreign Language)	
Social Studies)	
Business; Typing)	
General Education)	
Mathematics)	35
Science)	
Drafting)	
Pool)	
Vocal Music)	
Instrumental Music)	
Industrial Arts)	
Vocational Shop)	28
Home Economics)	
Physical Education)	
Hygiene)	45
Art	31
Reading Development	25

Article VII, Teaching Conditions (Continued)

3. SPECIAL EDUCATION

CLASS SIZES

Special classes for handicapped or mentally retarded	15
Special sightseeing and hearing conservation classes	12
Emotionally disturbed classes	10

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 materials when it is possible to schedule such in advance without increasing present clerical personnel.

Article VII, Teaching Conditions (Continued)

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.
7. 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 or student insurance.

G. The Board shall make available in each school, lunchroom, rest-room 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.

H. 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.

Article VII, Teaching Conditions (Continued)

- I. Vending machines may be installed in the teachers' lounge area upon 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.
- J. Off-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.
- K. Teachers shall not be required to work under hazardous conditions or to perform tasks which endanger their physical health or safety.
- L. In the event that a student body of a building is dismissed during regular school hours for adverse conditions or special drills, teachers shall be permitted to leave at the time of such dismissal provided that the building has been cleared of students.

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 (24) 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.
- 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.

Article VIII, Student Discipline and Teacher Protection (Continued)

- 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.
- 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 which shall be used for sick leave only. A report of this accumulation from prior years shall be included with the first pay of the school year.
- 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.
 - 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.

Article IX, Sick and Personal Leave--Paid

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 (48) 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 (2) 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 compensable 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 sixty (60) 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) years consecutively 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 (5%) of the teaching staff at one time, and further provided that application for such leave is submitted prior to January 1st of the year in which leave will begin.

Teachers granted sabbatical leave must agree to return to Crestwood School District for a period of not less than one (1) year.

Remuneration to teachers on sabbatical leave shall be at one-half (1/2) 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, excluding Sections F & I, shall pertain only to teachers who have attained tenure in the Crestwood School District. The mandatory provisions of Sections F & I of this article shall pertain to all teachers of 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 limitations, the Superintendent of Schools shall determine who shall have such leave provided the above number is maintained.

A leave of absence shall begin at the time determined by the teacher requesting such leave. The ending date of such leave shall be the beginning of a semester; provided that, if the teacher desires a year's leave of absence and the return at a semester break would prohibit said teacher from a full year leave, said teacher shall be granted upon his written request an extension of such leave to the beginning of the next semester. The written request must be submitted at least thirty (30) days prior to the initial date of the extension.

All teachers on leave will be returned to a position in the district for which they are certified.

- 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

Article XI, Unpaid Leaves of Absence (Continued)

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.

Article XI, Unpaid Leaves of Absence (Continued)

- 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 year shall be granted to a member of the bargaining unit upon written request and upon proper certification of pregnancy by the employee's physician.

The leave will commence at a time solely determined by the employee in consultation with her physician provided that such date shall be at least thirty (30) days following the written request. In cases of emergency the thirty (30) day notice may be waived at the discretion of the superintendent. Any teacher who desires to continue her employment beyond the fifth month of pregnancy shall provide the Board with a monthly statement from her physician certifying that her physical condition permits continuation of employment. Should a teacher be unable to return to her position on the termination date as indicated upon certification by her physician, said teacher shall be entitled to a leave as defined in Section J of this article.

A member of the bargaining unit adopting a child may receive similar leave which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent.

At the request of the teacher, the Board may extend the leave for one year.

Article XI, Unpaid Leaves of Absence (Continued)

A teacher returning from leave provided in this paragraph shall be placed at the position on the salary schedule commensurate with her prior teaching experience.

- 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

- A. To enhance the opportunity of attracting and interviewing the most competent teacher candidates, the Board and the Association recognize that a teacher who intends to retire ought to notify the Board of this intention sixty (60) days prior to the day of retirement.
- B. Mandatory retirement may be required by the Board of any teacher who is sixty-five (65) years of age or older provided that any teacher reaching sixty-five (65) years of age on or after the first day of September shall be continued in employment as a teacher for the duration of the school year with full tenure rights.
- C. The Board may employ a teacher who is sixty-five (65) years or older by issuing a contract for one year. This contract shall be subject to and consistent with the terms and conditions of this Agreement. Prior to the issuance of such a contract the Board may require a physical examination of said teacher. The examination shall be made by a physician chosen by the said teacher and the expense of such an examination shall be borne by the Board.
- D. In recognition of services to the school district the Board will pay the sum of \$950 for the 1971-72 school year and \$1100 for the 1972-73 school year, 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 that said teacher has been employed in the district for 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 professional conferences selected by the administration. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of substitute teachers 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 XIV

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, he shall be evaluated by the principal of each such building and a co-ordinator 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

Article XIV, Teacher Evaluation (Continued)

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 terms of this contract that may exist on behalf 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 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. All notifications to the teacher covered in this paragraph shall be in writing.

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. No teacher shall be laid off pursuant to any necessary reduction in personnel unless there is a substantial decrease in the students enrolled at the elementary and/or secondary levels in the school district; or there is a substantial decrease in the revenues of the school district or other substantial budgetary considerations that will have a detrimental effect on the school district. The above reference to elementary and secondary levels shall not be construed so that the seniority rights of a teacher are limited to a specific level of the school district.
- C. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of the said lay-off at least forty-five (45) days prior to the last teaching day of the previous school year. No teacher shall be laid off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- D. In the event of lay-off, the following procedures will be utilized; with certification and seniority, as defined in Article VI, Section D.2. as the sole factors. No teachers will be laid off until all teachers in his area of certification with lesser seniority have been laid off.
 - 1. Specially certified teacher(s) will be laid off first, provided there are certified teachers to replace the laid off teacher(s).
 - 2. If reduction is still necessary, then probationary teachers will be laid off in accordance with the criteria established above, provided there are certified teachers to replace the laid off teacher(s).

ARTICLE XV, Reduction in Personnel (Continued)

3. If reduction is still necessary, then tenure teachers will be laid off in accordance with the criteria established above.
 4. In the event two or more teachers are found to have equal seniority, the following criteria shall be used in order listed to determine which teacher(s) shall be retained:
 - a. Total teaching experience
 - b. Highest college degree
 - c. Hours beyond highest degree
 - d. Lots shall be drawn
- E. The Board shall furnish to the Association a seniority list based on Section D of this article pursuant to any reduction in personnel as defined in this article.
- F. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off; provided that the certification requirements of Section D of this Article are maintained, Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

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. Teachers shall have the option to be paid either twenty-one (21) pays or twenty-six (26) pays, provided that such choice is made known to the superintendent's office on or before September 11. If no choice is made by this date the teachers shall be paid on the basis of twenty-one (21) pays. On the Friday after Labor Day all teachers shall receive \$200 of their annual salary. The annual salary less \$200 shall be paid in regular bi-weekly payments of equal amounts which will commence on the second Friday after Labor Day reflecting the choice of twenty-one (21) or twenty-six (26) equal pays. If a pay day should fall on a day when teacher attendance is not required during the school year, teachers shall receive their pay on the last teacher attendance day prior to the holiday. A teacher who elects to be paid on twenty-six (26) pays shall have the right to the difference between his contracted salary and the remuneration he will receive through June 22 by requesting said difference on or before June 1. The difference shall be paid on June 22.
- 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 nine (9) 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 nine (9) 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 \$19 per semester hour in 1971-72 and \$20 per semester hour in 1972-73, up to a maximum of thirty (30) hours, provided such work is done at an accredited graduate school.
- D. A teacher involved in 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 diagnostician shall be reimbursed \$1,000 over the salary schedule which would apply in relation to his degree. The salary shall be determined by placing him at a step on such schedule which is equal to the years of teaching experience, experience as a diagnostician, and related experience. The first step of the Master's schedule shall be considered the zero (0) step for a diagnostician with a Master's 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 \$7.35 per hour for the 1971-72 school year and \$7.75 for the 1972-73 school year.
- 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. The Board shall remit to the supervising teacher any monies received from the university which placed the student teacher.

ARTICLE XVIII

Assignment of Substitute Teachers

- A. The Board shall maintain an adequate list of qualified substitute teachers at all times.
- B. Teachers shall report their unavailability for work at least one (1) hour prior to their regularly scheduled reporting time. The Board shall provide a telephone answering device which will enable teachers to report their unavailability for work during the time when the switchboard is not in operation.
- 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 insurance protection which shall pay to the teacher's designated beneficiary the sum of \$11,000 upon his death with provision for double indemnity in the event of accidental death. Such coverage shall be effective one week following receipt of the fact finder's report.
- B. The Board shall provide without cost to the teacher, coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semi-private accommodations under the comprehensive hospital care certificate of Michigan Hospital Service with MVF-2 and Master Medical with sponsored dependent, G 65-D, and coordination of benefits riders; and the surgical-medical expense benefits provided under the employment group benefits certificate of Michigan Medical Service with Master Medical, MVF-2, sponsored dependent, member liability, and coordination of benefit riders. Such coverage shall be effective one week following receipt of the fact finder's report.
- C. The Board shall make payment of Blue Cross-Blue Shield and life insurance premiums for each employee to provide insurance coverage for the full twelve-month 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.
- D. A teacher on unpaid leave of absence may purchase the benefits provided in paragraph B of this article as a member of the Crestwood Employees Group at the rate determined by the insurance company.
- E. 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.

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.

The informal discussion must be requested by the teacher or representative of the Association no later than forty-five (45) school days from the occurrence of the grievance or no later than forty-five (45) school days from the time the grievant is aware of the grievance or reasonably should have been aware of the grievance. It is understood that any grievance which involves the loss of remuneration is exempt from this time limit. It is further understood that the time limit does not prohibit the filing of grievances which occurred during the period from the termination date of the 1970-71 Agreement to the date of the signing of this Agreement.

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.

Article XX, Professional Grievance Procedure (Continued)

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 (1) copy to the grievant and two (2) 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.

Article XX, Professional Grievance Procedure (Continued)

- D. If the Association is not satisfied with the decision of the Board or if no decision is rendered, the Association may request within ten (10) school days that the matter be decided by an impartial arbitrator. If the parties cannot agree upon an arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in the arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.
- E. The costs of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.
- F. The Association shall be granted up to ten (10) days of released time, during the school year, to be used at its discretion for the purpose of handling grievances.
- 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 proceedings 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 the 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, 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

Article XXI, Curriculum Council (Continued)

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 two 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

Negotiation Procedures

- A. Upon request of either party, on or after April 2, 1973, negotiations will be undertaken for the purpose of reaching a successor Agreement for the 1973-74 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 XXIII

Miscellaneous Provisions

- A. No polygraph or lie detector device shall be used by the Board 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 hereafter 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 signed Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed, or hereafter employed.
- G. A copy of all information made available to the public shall be mailed to the Association or forwarded through the inter-school mail to a designee of the Association.
- H. A teacher directory shall be published by the school district and a copy provided to each teacher in the district by November 1.

ARTICLE XXIV

Continuity of Operation

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 XXV

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.

ARTICLE XXVI

Professional Responsibilities

- A. The Board recognizes that the Code of Ethics of the National Education Association is considered by the Association and its membership to define acceptable criteria to determine standards by which the Association will deal with ethical problems.

- B. The Association recognizes that abuses such as chronic tardiness and unnecessary absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the National Education Association shall be promptly reported to the offending teachers and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases may institute proceedings against the offending teacher.

ARTICLE XXVII

Duration of Agreement

This contract shall remain in full force and effect for a period commencing September 1, 1971, and terminating September 2, 1973.

EDUCATION ASSOCIATION

Miles R. Winn
Its President

Jean Cielme
Its Secretary

BOARD OF EDUCATION

James W. Boutenight
Its President

Richard J. Kieck
Its Secretary

Dated this 19th day of
February, 1973.

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN
Schedule A
1972-73 School Calendar

September, 1972					
M	T	W	T	F	
X	⑤	⑥	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	17
October, 1972					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31	Teacher,			16
Strike					
November, 1972					
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	X	X	
27	28	29	30		17
December, 1972					
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
--	--	--	--	--	16
January, 1973					
M	T	W	T	F	
--	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			22

February, 1973					
M	T	W	T	F	
			1	②	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28			19
March, 1973					
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	22
April, 1973					
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	--	
--	--	--	--	--	
30					15
May, 1973					
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
X	29	30	31		22
June, 1973					
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	②1	②2	
--	--	--	--	--	14

September 4	Labor Day--Holiday
5)	Teacher Attendance
6)	--No Instruction
7	Students Report
29	Fourth Friday
November 23	Thanksgiving Vacation
24	Thanksgiving Vacation
December 22	Winter Recess begins-- end of school day
January 2	Return from Winter Recess
February 2	Record Day--No Instruction End of Semester-- Secondary Schools
April 19	Spring Recess begins --end of school day
30	Return from Spring Recess
May 28	Memorial Day Holiday
June 20	Last day of school for students
21)	Record Day--No
22)	Instruction

Total Student Instruction Days....	180
O -- Additional Teacher	
Attendance Days	5
X -- Holidays	4
Total Contract Days ...	189

Teacher attendance days may be used by a teacher, at the discretion of the teacher, for parent-teacher conferences and/or attendance at Crestwood in-service training meetings.

SCHEDULE B
1971-72

<u>YEARS EXPERIENCE</u>	<u>B. A.</u>	<u>M. A.</u>	<u>ED. SP.</u>	<u>ED. D.</u>
0	\$ 8,400	\$ 9,400	\$ 10,150	\$ 10,900
1	8,960	10,090	10,840	11,590
2	9,520	10,780	11,530	12,280
3	10,080	11,470	12,220	12,970
4	10,640	12,160	12,910	13,660
5	11,200	12,850	13,600	14,350
6	11,760	13,540	14,290	15,040
7	12,320	14,230	14,980	15,730
8	12,880	14,920	15,670	16,420
9	13,440	15,610	16,360	17,110
10	14,000	16,300	17,050	17,800

Teaching experience credit is granted for a half-year (1/2) of experience. Teachers shall be paid one-half (1/2) of an appropriate increment for this credit.

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

The 1971-72 Schedule B shall be effective as of November 11, 1971, for the balance of the 1971-72 school year.

For the portion of the 1971-72 school year preceding November 11, 1971, the basic annual salary shall be that represented by payments made during the period.

SCHEDULE B
1972-73

YEARS EXPERIENCE	<u>B. A.</u>	<u>M. A.</u>	<u>ED. SP.</u>	<u>ED. D.</u>
0	\$ 8,800	\$ 9,800	\$10,550	\$11,300
1	9,350	10,516	11,266	12,016
2	9,900	11,232	11,982	12,732
3	10,450	11,948	12,698	13,448
4	11,000	12,664	13,414	14,164
5	11,550	13,380	14,130	14,880
6	12,100	14,096	14,846	15,596
7	12,650	14,812	15,562	16,312
8	13,200	15,528	16,278	17,028
9	13,750	16,244	16,994	17,744
10	14,300	16,960	17,710	18,460

Teaching experience credit is granted for a half-year (1/2) of experience. Teachers shall be paid one-half (1/2) of an appropriate increment for this credit.

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

The 1972-73 Schedule B shall be effective as of September 4, 1972.

SCHEDULE C
EXTRA PAY FOR EXTRA SERVICE
1971-72

<u>ACTIVITY</u>	<u>MIDDLE SCHOOL</u>	<u>HIGH SCHOOL</u>
Head Football Coach	\$ 630.00	\$ 966.00
Assistant Football Coach	532.35	745.50
Head Basketball Coach	630.00	966.00
Assistant Basketball Coach	532.35	745.50
Head Track Coach	525.00	708.75
Assistant Track Coach		546.00
Head Baseball Coach	525.00	708.75
Junior Varsity Baseball Coach		546.00
Cross Country Coach		611.10
Swimming Coach		966.00
Golf Coach		556.50
Tennis Coach		556.50
Wrestling Coach		966.00
Cheerleaders	262.50	336.00
Intramurals	556.50	556.50
GAA	556.50	556.50
Annual Sponsor		525.00
Newspaper	420.00	525.00
Operetta (Each production)		262.50
Drama (Each production)	246.75	262.50
Audio-Visual Coordinator	630.00	630.00
Driver Education Coordinator		735.00
Adult Education Coordinator		840.00
Band Director		666.75
Class Sponsors:		
Senior Class		326.55
Junior Class		163.80
Sophomore Class		130.20
Freshman Class		130.20

SCHEDULE C
EXTRA PAY FOR EXTRA SERVICE
1972-73

<u>ACTIVITY</u>	<u>MIDDLE SCHOOL</u>	<u>HIGH SCHOOL</u>
Head Football Coach	\$ 661.50	\$ 1,567.41
Assistant Football Coach	558.97	1,209.69
Head Basketball Coach	661.50	1,014.30
Assistant Basketball Coach	558.97	782.78
Head Track Coach	551.25	744.19
Assistant Track Coach		573.30
Head Baseball Coach	551.25	744.19
Junior Varsity Baseball Coach		573.30
Cross Country Coach		641.66
Swimming Coach		1,014.30
Golf Coach		584.33
Tennis Coach		584.33
Wrestling Coach		1,014.30
Cheerleaders	275.63	352.80
Intramurals	584.33	584.33
GAA	584.33	584.33
Annual Sponsor		551.25
Newspaper	441.00	551.25
Operetta (Each production)		275.63
Drama (Each production)	259.09	275.63
Audio-Visual Coordinator	661.50	661.50
Driver Education Coordinator		771.75
Adult Education Coordinator		882.00
Band Director		700.09
Class Sponsors:		
Senior Class		342.88
Junior Class		171.99
Sophomore Class		136.71
Freshman Class		136.71