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8/27/2000

File: GDB-E

**MASTER AGREEMENT**

**BETWEEN THE**

**CRAWFORD AUSABLE**

**SCHOOL DISTRICT**

**GRAYLING, MICHIGAN**

**AND THE**

**CRAWFORD AUSABLE**

**FEDERATION OF TEACHERS**

**1997 - 1998**

**1998 - 1999**

**1999 - 2000**

*Crawford Ausable School District*

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This Agreement is entered into by and between the Crawford AuSable Federation of Teachers, Local 3425, affiliated with the AFT-MFT, AFL-CIO, hereinafter called the "Union" and the Crawford AuSable School District, hereinafter termed the "Board", who shall be the sole parties to this Agreement.

WHEREAS the Board and the Union recognize and declare that providing a quality education for the children of the Crawford AuSable School District is their mutual aim, and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

WHEREAS the parties have statutory obligations, pursuant to ACT 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

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

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed:

#### ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, reading therapists, social workers and other educational specialists employed or to be employed by the Board (whether or not assigned to public school building), but excluding supervisory personnel. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined, and reference to one sex shall include the other.
- B. Within thirty days of the beginning of their employment hereunder, the teachers may sign and deliver to the Board an authorization for deduction for credit unions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union. Such withholding may be changed once during the term of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights under the School Code of 1955, as amended, all regulations pursuant thereto, the Michigan Teacher Tenure Act and other laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

#### ARTICLE II FINANCIAL RESPONSIBILITY

- A. Any teacher who is not a member of the Union 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 service fee to the Union, which shall be an amount equal to the dues required to be paid by the members of the Crawford AuSable Federation of Teachers. The teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a teacher shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the



employment of such teacher. The parties recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.
  2. If the teacher fails to comply, the Union shall file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the Michigan Teacher Tenure Act, all proceedings shall comply with said Act. In the event the teacher complies with the financial responsibility provisions herein at any time prior to discharge, the Union may withdraw charges.
- C. The Board agrees to remit service fees which are payroll deductible not less frequently than monthly to the Union.
- D. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board for any cost for damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court of other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
  3. The Union has the right to select legal counsel to defend any such suit or action.
  4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

This Article shall be effective retroactively to the date of this Agreement, and all sums payable herein shall be determined from said date.

ARTICLE III  
TEACHER AND MANAGEMENT RIGHTS

A. Teacher Rights

1. The Board hereby agrees that every employee of the Board shall have the rights freely to organize, join and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the exercise of any right conferred by law or by this Agreement by reason of his membership in, or participation with, the Union or its activities.
2. The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings provided use of facility



forms have been filed and a schedule conflict is not created. Special bulletin boards and other established methods of communication shall be made available to the Union and its members.

3. The Board agrees to furnish to the Union in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary data and allocations thereof, and such other information as will assist the Union in developing programs on behalf of the teachers and their students, together with information which may be necessary for the processing of any grievance or complaint arising herefrom.
  4. Liaison Board - A Building Liaison Board will be established in each building, consisting of the Building Principal, Union building representative and one staff member, selected by the Union, on tenure. The Building Liaison Board shall meet each month on a designated day to discuss problems which may arise from time to time within the building which can be resolved by the building staff and principal and/or shall meet within 10 school days after the filing of an issue for consideration. A written record will be kept of all liaison issues discussed using the attached liaison committee form.
    - a. If a problem cannot be acceptably resolved by the Liaison Board, one member of the Liaison Board (selected by such Board) shall present the issue to the Superintendent, the Building Principal, the Union President, Vice President, Building Representative, plus one other member designated by the Superintendent within 10 school days following the building liaison board discussion. If this body fails to satisfactorily resolve the issue, then the formal grievance machinery shall be invoked.
    - b. A special meeting may be called by the principal or the Union building representative.
- B. Management Rights - All rights which ordinarily vest in and are conferred upon the Board by law, except those which are expressly relinquished or modified herein, shall continue to vest exclusively in the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Board.
  2. Assign and direct work to its personnel, determine the number of shifts and hours of work, scheduling of the foregoing but not in conflict with the provisions of this Agreement.
  3. Hire, promote, suspend and discharge, assign, transfer and determine the size of the work force. If an assignment is above an employee's classification, such assignment will be temporary and of a short duration.
  4. Determine the qualifications of employees.
  5. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations of the administration of the school district.
  7. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board

shall not abridge any rights from employees as provided for in this Agreement.

8. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon equitable and lawful criteria.

ARTICLE IV  
PROFESSIONAL COMPENSATION

A. Salary - The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. All newly employed teachers shall be given credit on the salary schedule through the following process: A committee of two union members and two members representing the Board (Superintendent and one other) will meet following the collection of applications but before interviews are conducted. The committee will set the maximum vertical step to be allowed for the position. If the committee can not agree, the teacher hired into the position shall be given full credit on the salary schedule set forth in Schedule A for teaching in any school district in the State of Michigan and other teaching experience for which credit is allowed.

B. Benefits

1. The Board shall provide without cost to the employee full family Blue Cross/Blue Shield as follows:

Comprehensive Hospital, Semiprivate Room, Riders D-45NM, CC, DCCR & SA; Michigan Variable Fee-1, Riders ML, CLC-2, PPNV-1, FAE-RC, VST, Reciprocity, DC & SD; Prescription Drug Program - \$2.00 copay; May 15th through June 1, employees may submit copies of prescription receipts from the previous 12 months. The drug's name may be covered at the employee's discretion. The school district will reimburse the employee to create a \$.50 copay rider for prescriptions. All requests for payment shall be made by June 1 of each year to be eligible for payment and payment will be made only once each 12 month period; Catastrophic Master Medical - Option IV, Rider MMC-PD; SAT-2, Comprehensive Preferred Dental (Free Standing), Riders CR-25-50-50, MBL-1000, CDC-DC; Exact Fill; COB-3.

Changes in family status shall be reported by the employees to the Central Office within 30 days of such change.

2. Individuals who are employed on a full time basis may elect not to take their family health insurance coverage and substitute a Board purchased annuity in the amount of \$1,500.00. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year. Payment to the carrier will be made no later than November 30 for employees starting the school year.
3. Those persons whose spouses are employed by the school district may purchase an annuity in the name of the spouse who is a member of the bargaining unit and who is not listed as the health insurance insured in an amount determined annually. This amount shall not exceed \$1,500.00 and shall be at no net cost to the district. Notice to enroll in this portion of the plan must be given in writing to the Business Office no later than October 15.
4. Adult education teachers with full time status (35 hours or more per week) for the full adult education school year will be eligible for full health, dental, vision and life benefits. This provision applies when the district operates its own adult education program and does not apply when the adult education program operates through a consortium.
5. Employees hired on a less than full time basis shall receive single subscription Blue Cross/Blue Shield benefits, single subscription dental



benefits, single subscription vision benefits, life insurance and long term disability insurance. A full time employee who accepts a reduced schedule shall be subject to a reduction in Blue Cross/Blue Shield benefits as per above. A less than full time employee may elect to purchase, during the open enrollment period, full family insurance benefits if he/she agrees to pay the difference between single subscriber and family rates.

6. Substitute teachers employed thirty (30) continuous days in a specific teaching position shall receive insurance benefits as described in paragraph B. 1, 5, 9, 11 and 12 and shall be eligible for the annuity option as described in paragraph B. 2 and 3 above. Such coverage shall cease on the last day of the month the substitute teacher is employed in that specific teaching position.
7. Retirement
  - a. Teachers who qualify and draw retirement under the Michigan Public School Employee Retirement System and have worked ten (10) years as a teacher exclusive of leave with the Crawford AuSable School District will receive the single subscriber rate for health insurance until age 62.
  - b. An employee who has attained fifteen (15) or more years of service as a teacher with the Crawford AuSable School District and who qualifies for and draws retirement under the Michigan Public School Employees Retirement System shall be entitled to receive an annual stipend of 3/8% of the highest year of salary compensation in the district multiplied by the number of years of service in the school district or a one time payment of \$15,000. The one time payment must be taken before the age of 62. The stipend shall be paid to the employee for seven years or until the employee reaches the age of 62, whichever comes first. Such stipend shall be paid to the retired employee on a monthly basis. Application for early retirement shall be made to the district in writing to the Superintendent by April 1 of each year. Retirement is defined to mean severance from regular or contractual employment with the district.
  - c. Teachers who are 62 years of age or older retiring from the Crawford AuSable School District who qualify for retirement under the Michigan Public School Employees Retirement System and have worked fifteen (15) years as teacher exclusive of leave with the Crawford AuSable School District will receive upon retirement \$500.00 retirement compensation.
  - d. For an employee who has attained fifteen (15) or more years of service as a teacher with the Crawford AuSable School District and who could qualify for and will draw retirement under the Michigan Public School Employee Retirement System by purchasing up to five years of service, the district will purchase up to the number of years (limit of 5) of service for the employee to qualify for and draw retirement. For any employee choosing this option, the cost of the purchase of years of service will be subtracted from the value of the benefits under B7a and B7b above with the difference, if any, paid over the same number of years as in B7a and B7b for that employee. This option is available only for retirement effective during or at the end of the 1997-98 school year. Application for this option must be to the district in writing to the Superintendent by April 1, 1998.
  - e. The cost of retirement benefits in sections B7a, B7b, B7c and B7d above may not exceed the savings to the district represented by the difference in the salaries the retirees would have drawn and the salaries of their replacements. Should the cost exceed the savings in any year, the amount of the excess cost will be prorated and subtracted equally from the amount paid to employees choosing B7d above and paid to those employees one year later. This subtraction will only be applied to employees for whom the cost of purchase of years of service exceeds the savings represented by the difference between the salary the retiree would have drawn and the salary of the retiree's replacement.

8. Life Insurance - The Board shall provide without cost to the employee, group term life insurance protection which shall pay to the employee's designated beneficiary the sum of \$45,000 excluding substitute teachers with less than thirty (30) days of service in a specific teaching position.
9. Long Term Disability Insurance - The Board shall provide at no cost to the employee Long Term Disability Insurance from a private carrier with coverage beginning on the 61st calendar day providing payment of 66 2/3% of the employee's base salary up to the end of the disability or to age 65, whichever is earlier. Such insurance shall carry a social security freeze rider and have integration of benefits with the Michigan Public School Employees Retirement System. The insurance shall cover disability due to mental illness. This insurance will not cover substitute teachers with less than thirty (30) days of service in a specific teaching position. Certification of disability for payments of benefits shall be determined by the insurance carrier.

Persons receiving disability payments during the 1987-90 time period shall remain covered under the provisions of the 1987-1990 contract.

10. Dental Insurance - The Board shall provide at no cost to the employee dental insurance with \$1,000.00 annual maximum and a payment schedule of 75% for preventive, 50% for restorative and 50% for dentures/bridges as provided within the guidelines of the insurance policy procedures. Employees may submit copies of preventive exam receipts from the previous 12 months between May 15 and June 1 in that year. If proof of annual exams are received, the district will pay on a covered individual basis for preventive the difference between the insurance coverage and 100%.

A self funded orthodontic benefit will be provided on a one time basis per dependent child under the age of 19 in the amount of \$1,000.00. The benefit will be paid upon presentation of a receipt for services to the business office.

11. Optical Insurance - The Board shall provide at no cost to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. Frames and contact lenses shall be covered up to \$50.00 above the Blue Cross/Blue Shield reasonable and customary charge for frames upon receipt of an invoice.
12. Health Examinations - Any health examinations which are required for initial employment, or which are periodically required to maintain employment, shall be paid for by the Board. For initial employment, the Board reserves the right to designate the physician. The Board will pay up to \$75.00 toward the cost of a physical exam every other year. The bill must be submitted within 90 days of the exam with a statement from the physician certifying that the teacher is able to continue employment.
13. Professional Organization - The Board agrees to pay for one membership per teacher in a professional organization up to a maximum of \$20.00 related to such teacher's area of specialization.
14. Insurance Coverage During Unpaid Leave Periods - A teacher on unpaid leave may, at his/her option, maintain coverage under any of the insurance programs contained herein at his/her own expense, by making premium payments to the Board's designee at such time as each premium falls due provided such an arrangement is in compliance with the insurance carrier.
15. Sick and Personal Leave Incentive Plan - The school district shall purchase up to a maximum of three (3) days from the sick days of any employee who did not use more than two (2) days of sick and personal leave days combined in any school calendar year. The rate of compensation per day shall be the same as substitute pay for that calendar year. This payment will be made within two weeks after school has closed.



- C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- D. Teachers shall be advanced one step on the salary schedule for each year of military service, provided such teacher was a member of a teaching staff upon induction.
- E. Application for credit for coursework for movement on the salary grid shall be made in writing. When an employee completes coursework in the summer which entitles him/her to additional pay, such employee shall be paid at the higher rate for the full year if application for such higher rate is made no later than the first week of classes. When an employee completes coursework during the school year which entitles him/her to additional pay, such employee shall be paid at the higher rate for the second semester if application for such higher rate is made no later than the first week of classes for the second semester upon notification to the Board that such coursework has been satisfactorily completed.
- F. The salary schedule, as set forth in Schedule A and B, is based upon the regular school calendar and the normal teaching load. For classroom assignments in excess of normal teaching load, teachers will be compensated at one and one half times their individual hourly rates. Such assignments shall be voluntary on the part of the individual teacher.
- G. A teacher's hourly rate for instructional time beyond the contracted assignment shall be \$21.50 per hour. This section does not apply to items addressed in other portions of this Agreement.
- H. Teachers who undertake extra duty assignments set forth in Schedule B, attached hereto and incorporated into this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation. Schedule B shall provide equal pay for both sexes.

Comp Time

1. For every six (6) class periods that a teacher substitutes, he/she will accrue one (1) day of comp time.
  2. A comp day can be taken in hourly, ½ day or full day increments with a three (3) day notification request to the building principal.
  3. If more than two (2) teachers per building are requesting comp time for the same day, the availability of substitutes will be the determining factor. In order for an application for a comp day to be submitted, the day must have already been earned.
  4. Any or all comp time hours not used must be cashed in at the regularly contracted rate at the end of each school year.
  5. On the day immediately before or after a vacation or holiday, comp days will be limited to one per building with three days notice to the building principal. In order for the day to be approved, there must be guaranteed coverage for the person taking the comp day. If more than one person in a building makes a request for the same day, one person will be approved on a first come, first served basis.
- I. Teachers required in the course of their work to drive personal vehicles from one school building to another, shall receive a vehicle allowance set equal to federal government standards rounded down to the nearest cent at July 1 annually. The same allowance shall be given for use of personal vehicles for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal vehicles are used as provided in this section.

J. Calendar

1. The school calendar shall be jointly worked out between the parties and shall be attached hereto and incorporated as Schedule D.
  2. In conformance with standards designed by the Michigan Department of Public Instruction, the school calendar shall be designed on the basis of providing a minimum of 180 instructional days and the number of hours of instruction required by the State of Michigan for full funding plus 15 hours.
  3. The school calendar shall provide for all legal holidays agreed to by the Union and the Board; in addition, school shall not be in session the day after Thanksgiving, during the normal winter recess or spring recess.
  4. New teacher orientation workshops shall be provided for in the calendar.
  5. All professional staff shall be required to report sufficiently in advance of the first day of scheduled classes to prepare their rooms, offices and instructional facilities for the arrival of students.
  6. The Board shall be entitled to reschedule any days lost if it is necessary to receive full state aid or in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. No additional pay shall be received for such rescheduled days. The Board and the Union shall meet to discuss when days will be rescheduled.
- K. A teacher engaged during the school day in negotiations on behalf of the Union with any representative of the Board, or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary, sick days or personal business days.
- L. Substitutes - Substitutes with at least a Bachelor's Degree shall be paid at the rate of \$60.00 per day (\$61.00 for 1998-99 and \$62.00 for 1999-2000). Substitutes meeting the 90 hour requirement but without at least a Bachelor's degree shall be paid at the rate of \$55.00 per day (\$56.00 for 1998-99 and \$57.00 for 1999-2000). Substitutes shall receive at least one half day's pay at their appropriate substitute rate. The substitutes must assume all daily responsibilities of the teacher they are replacing. Substitutes will be paid at the end of the regularly scheduled pay period in which they substitute. After 30 consecutive school days of substitute teaching in the same assignment, the substitute teacher will be placed on a full salary at his/her respective step on the salary schedule for the balance of the school year. Half time teachers will be paid at substitute rates for the time period they substitute when not regularly employed. The Board will maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It will be the responsibility of the Resource Room teachers to provide self-directing instructional plans for the students and these plans will be given to the classroom teachers and kept current, according to the ability of each child.
- M. Teachers may choose to be paid in 20 or 26 equal installments, beginning the first Friday school is in session. Teachers will be paid every other Friday. Should the payday fall upon a Friday when school is not in session, teachers will be paid on the last day school is in session prior to said payday, if possible. A maximum of 10 teachers may elect to be paid in 20 equal installments rather than 26. Requests shall be made in writing by September 1 with no requests considered beyond September 1. If more than 10 people apply, requests will be granted to those with greatest seniority.
- N. Professional Compensation, Termination Pay - When ending employment with the District after fifteen (15) years of service, the employee will receive termination pay for each unused sick day at the rate of 60% of the current contractual substitute teacher rate, with a cap of \$7,500.00.



ARTICLE V  
TEACHING HOURS AND CLASS LOAD

- A. Teachers shall be expected to report for duty 20 minutes in advance of students. Teachers at the Grayling Elementary School, Frederic Elementary School, and AuSable Primary School will not have classroom instructional responsibilities for the first ten minutes.
- B. Teachers shall be expected to remain in their classrooms at the end of the instructional day for a minimum of 10 minutes to complete those professional duties which must be undertaken within the classroom. Such professional duties which properly require attention at that time shall include consultations with parents and students when scheduled directly with the teacher.
- C. The normal weekly teaching load in Middle School through High School will be 30 teaching periods and 5 unassigned preparation periods of approximately equal length. Assignment of a supervised study period shall be considered a teaching period for the purpose of interpreting this section.
- D. All teachers shall be entitled to a duty-free, uninterrupted lunch period.
- E. Elementary grades will be provided two fifteen minute recess periods per day and teachers in elementary grades will work a maximum of two assigned duty periods per week. Grade levels grouped together for recess periods will have teachers from the combined grade levels so grouped to supervise the entire recess period.
- F. Teachers of music, art and the laboratory sciences, speech therapists, reading consultants, visiting teachers, librarians without a full time paraprofessional, physical education and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at their grade levels.
- G. No departure from the provisions of this Article shall be made without the prior consent of the Union, except in case of emergency where such prior consent could not have reasonably been obtained. The duration of such emergency shall be limited to the interval between its arising and an expeditious arranging of a meeting with the Union.
- H. If a teacher agrees to teach more than the normal teaching load as set forth herein, such teacher shall receive additional compensation at the rate of one and one half times his hourly rate for each teaching period in excess of such norms.
- I. If staff conferences, committee meetings or parent/teacher conferences exceed ten (10) hours per month, inclusive of the time spent in the classroom after student dismissal, the Board will pay the teacher for any services in excess thereof at the teacher's hourly rate.
- J. No teacher will be required to teach more than four (4) preparations. A teacher may accept more than four (4) preparations, but the decision will be his/hers.

ARTICLE VI  
TEACHING ASSIGNMENTS

- A. Teachers shall not be assigned, except temporarily and for good use, outside the scope of their major/minor areas of study and their teaching certification. Such assignment shall be reported to the Union, and the Board and the Union agree to meet the earliest opportunity to review all available alternatives to such assignment in order to work out the best possible solution. All students in a classroom situation will be under the supervision of certified personnel.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle school and secondary schools will be notified and consulted by their principals as soon as possible. Such changes will be voluntary to the extent possible. In the event that an involuntary change of assignment is contemplated, the Board agrees to

meet with the Union at the earliest opportunity in order that alternative solutions may be mutually explored. Every effort will be made to avoid reassigning elementary school teachers to new grade levels, unless so requested by the teacher.

ARTICLE VII  
TEACHING CONDITIONS

- A. Teachers are encouraged to be creative and innovative within the classroom insofar as the purposes of the curriculum are being fulfilled in a professional manner. It is understood that professional, legal and social standards must be observed within the context of a public school.
- B. Outside the classroom, when a teacher speaks or writes as a citizen, she/he shall be free from institutional censorship and discipline. It shall be the responsibility of the teacher to make it clear that he/she speaks or writes as an individual and not in behalf of the district.
- C. No materials gathered by means of any electronic communications device shall be admissible as evidence in any action against an employee.
- D. If an employee, acting under the rights granted in this Agreement (specifically excluding activities covered in B, above) or within the scope of Board policy, is subjected to court action with respect to exercise of those rights, the Board agrees to support such employee and to defend the contract provisions.
- E. Any complaint by a parent directed against a teacher shall be called to the attention of the teacher if the complaint is considered serious enough to result in a written record and/or to become the basis for the disciplinary action against such teacher.
- F. Disciplinary interviews will be considered in private. An affected teacher will, however, have the right, in all instances, to request the presence of a Union designated representative at said interview, and when such a request is made, the interview will not proceed until the representative is in attendance. The Board shall have a similar right to include a representative of its choice at such a meeting.
- G. The parties recognize that since the primary duty of the teacher is to teach, the organization of the school year and school day shall be directed toward insuring that the activities of teachers are utilized to this end.
- H. Class size maximums shall be as follows:
  - 1. Kindergarten 28 pupils
  - 2. Grades 1 - 4 30 pupils
  - 3. Grades 5 - 6 32 pupils
  - 4. Laboratory Classes 4 pupils per work station or 28, whichever is greater if possible  
(Middle and High School)
  - 5. Special Education Classes All special Education programs and services shall be operated in accordance with the provisions of the Special Education Code, including staff/pupil ratios, instructional unit requirements and other pupil load requirements
  - 6. Grades 7 -12 30 pupils, if possible, physical education, band, choir, excluded

Exceeding Class Size Maximums - In grades K-5, for each student over the maximum class size, the teacher shall receive assistance on the following basis: 1-4 students over maximum, a half time paraprofessional; 5 students over maximum, a full time paraprofessional; 6 or more students over maximum, the class shall be split. In all cases, a paraprofessional will be assigned only after an acceptable plan for use of such paraprofessionals has been submitted.



- I. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar teaching materials are the necessary tools of the profession. The parties will meet from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement all joint decisions reached by its representatives and the Union. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- J. Monies for supplies and stamps are to be collected from the students in the office.
- K. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- L. The Board shall make available in each school adequate lunchroom and lavatory facilities exclusively for staff use and at least one room appropriately furnished which shall be reserved for use as a staff lounge.
- M. Telephone facilities shall be made available to teachers for their reasonable use.
- N. This Agreement shall be applied uniformly to all teachers within the bargaining unit.
- O. The Board agrees that with respect to hiring, working conditions and promotion practices, neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Union. The Board, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities or prior membership or past participation in the activities of any employee organization.
- P. The Board shall provide adequate parking for the staff.
- Q. The Board will make an effort to minimize the number of classroom teachers with classroom assignments in more than one building.
- R. The Board will involve appropriate members of the teaching staff in the development of new curricular programs prior to implementation.
- S. Interactive Television (ITV):
  - 1. ITV shall be defined as the teaching of students via a two-way interactive television system.
  - 2. An assignment to teach via ITV will be voluntary.
  - 3. Teachers presenting ITV classes which are scheduled beyond the 30 class period week provision or outside the normal school year shall be compensated according to the contract.
  - 4. Presenting teachers shall not be responsible for the behavior of the students at the remote sites where instruction is being sent by CASD. They are, however, responsible to report incidents of improper behavior at remote sites to the administration of that site.
  - 5. Teachers on the ITV system will be provided with initial and on-going training in instructional techniques for ITV. This training will be at no cost to the teacher.
  - 6. Teachers employed by the CASD presenting ITV classes shall be members of the CAFT bargaining unit.

7. The evaluation of a teacher of an ITV class shall be subject to the evaluation process contained in this bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. No observation for purposes of evaluation shall be done or conducted by electronic means.
8. ITV classes produced shall not be copied or reproduced in any manner which will cause any teacher to be replaced.
9. The use of ITV shall not cause any teacher to be laid off.

ARTICLE VIII  
VACANCIES AND PROMOTIONS

- A. All vacancies whether created by expansion, resignation, discharge, transfer, promotion or leave (for one year or more), shall be filled by the most qualified applicant.
  1. For the purpose of this Agreement, qualifications shall be considered to mean formal training, applicable (or related) work experience and other demonstrably valid criteria. Where certification requirements for a particular position have been established by the State of Michigan, these requirements shall be assumed to fulfill the formal training requirements.
  2. Where the qualifications of two or more applicants for a vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with greatest seniority in the district.
  3. Seniority shall be defined as length of service in the district, beginning with the first day of service, including teaching or executive experience, exclusive of layoff and unpaid leave periods which do not provide for experience credit on the salary schedule upon return to work. During such layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave(s). Any full time teacher hired before or during the first semester of a given year will accrue a full year of seniority. Any teacher hired after the first semester on a full time basis will accrue one half (1/2) year of seniority. A half time teacher hired during the second semester will receive one fourth (1/4) year credit for the purpose of seniority, but will be granted a 1/4 step on the salary schedule. Adult education teachers will accumulate seniority on a separate Adult Education seniority schedule. They will not earn seniority on the K-12 seniority schedule.
- B. 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 Union and providing for appropriate posting in every school building. No vacancy shall be filled, except in emergency on a temporary basis, until such vacancy shall have been posted for at least 14 calendar days. The Union Secretary or designated replacement should be notified of such vacancies.
- C. All positions that become available while school is in session must be posted in all school buildings before school is dismissed for the summer.
- D. All positions that become available in June, July or August shall be mailed to each qualified, currently employed teacher who registers interest with the Superintendent by the last day of the preceding school year and said position shall not be filled for a period of twelve (12) days after the mailing, except on a temporary basis, to provide all teachers with a reasonable opportunity to apply.



ARTICLE IX  
TRANSFERS

- A. Transfers within a building and between buildings shall be available, provided positions are vacant at the request of the applying teacher and, further, provided such teacher possesses the required certification for the vacant position.
  - 1. Teaching vacancies created by a leave of absence are not subject to the transfer policy.
  - 2. The position will be held open one year for the teacher to return from leave.
- B. When a transfer must be made or denied on a non-voluntary basis, management will meet with the affected teachers and the Union to discuss the rationale for the transfer or transfer request denial and to explore alternatives. If a solution agreeable to the teacher(s) involved, the Union and management is reached, that solution will be implemented. If no agreement is reached, the affected teacher(s) will be given written explanation of the educationally sound reasons for the action. Absent the above, involuntary transfer or change of assignment shall be accomplished on the basis of inverse seniority among those certified for the position in question.
- C. Positions which must be filled by internal transfers shall be posted in the same manner as provided in Article VIII.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X  
LAYOFF

- A. Reduction in Personnel
  - 1. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have a detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.
  - 2. No teacher shall be discharged pursuant to a necessary reduction in personnel.
  - 3. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said layoff at least sixty (60) days prior to the commencement of the layoff period.
- B. Seniority
  - 1. No later than thirty days following the ratification of this Agreement and by September 30 thereafter, a seniority list shall be prepared by the Board and submitted to the Union for approval.
  - 2. The duly elected Union President, Vice President, Secretary, Treasurer and Union Chief Negotiator shall be placed at the top of the current seniority list and shall remain at the top of the list during their term of office.
  - 3. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other teachers:

- a. Any teacher who requests layoff will be laid off first.
  - b. Those teachers with the greatest seniority in the district who possess a permanent, life or provisional teaching certificate shall be retained; provided that such certification qualifies a teacher for a position and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph; and provided that tenured teachers are retained over probationary teachers.
  - c. If two or more teachers are found to have equal status in (b) above, the teacher possessing the most teaching experience shall be retained.
  - d. If two or more teachers are found to have equal status in (b), and (c) above, the teacher possessing the highest degree shall be retained.
  - e. If two or more teachers are found to have equal status in (b), (c) and (d) above, the teacher originally employed by the district at the earliest date shall be retained.
4. The seniority list shall be published and copies furnished to the Union. Periodic revisions shall be derived, published and distributed in the same manner.
  5. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.
  6. If a person hired specifically into a grant-funded position is laid off due to elimination or reduction of the grant, that person shall be hired into a non-grant funded position only if a vacancy exists for which the person is qualified and certified.

#### C. Staff Placement

1. Beginning with the first name on the seniority list, each individual will be assigned according to the first applicable procedure listed below:
  - a. Current grade or department within the same building.
  - b. Current grade or department in another building.
  - c. Another grade or department for which he/she is certified in same building.
  - d. Another grade or department for which he/she is certified in another building.
2. If no vacancy remains in any grade or department for which the teacher is certified, in any building, the teacher will be laid off. The effective date of any such layoff shall be the same as described below.
3. Qualifications for placement in a position shall be determined by the valid state teaching certificate or license currently held by the teacher. In addition to the foregoing requirement, teachers seeking assignments in grades 6, 7 and 8 (Middle School) in the areas of Music and/or Foreign Languages shall be required to possess an endorsement on their teacher certificate authorizing them to instruct those subjects. Certification in "all subjects 7-8" shall not be considered satisfactory in these subject areas.
4. The Union shall be notified of the date, time and place when the above procedures are implemented and related assignments are made. The Union shall also be allowed to be in attendance during such implementation and while assignments are made.



D. Layoff Periods

1. The layoff period shall be defined as that length of time during which the teacher is relieved of regular teaching duties.
2. The Board shall give notice by certified mail of any vacancy for which a laid off tenured teacher is certified.
3. The layoff period for a probationary teacher shall be equal to the length of time such teacher has taught in the district. After the layoff period has expired, all seniority rights are forfeited.

E. Layoff Benefits

1. A teacher who has acquired thirty years of service and attained an age of fifty five years may, at his/her option, take an early retirement. The Board agrees to provide insurance benefits as provided herein until such time as the teacher qualifies for Medicare.
2. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.
3. A laid off teacher shall receive insurance benefits as herein provided for a period of nine months following the effective date of his/her layoff, or until equally covered by a subsequent employer.
4. The Board and the Union shall jointly establish a priority substitution list, based upon seniority and certification as described herein, including all bargaining unit members affected by layoff. Such list shall be used in the selection of members to substitute for any teaches on sick leave or other types of leaves.

F. Recall

1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
2. Laid off teachers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
3. A laid off teacher shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is qualified or fails to respond within fifteen days of its receipt to a written offer of a position made by the Board.
4. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the teacher's last known address.
5. A laid off teacher shall be given fourteen (14) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fourteen (14) days can be considered a resignation. If a teacher notifies the Board as required above, said teacher shall be placed on the layoff list with all the rights to which he/she was entitled under this Article to any subsequent opening for which he/she is qualified.
6. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
7. No new teachers shall be employed by the Board while there are teachers in the district who are laid off, unless there is no laid off teacher with the proper certification to fill a vacancy which is created by attrition.

ARTICLE XI  
SICK LEAVE

- A. At the beginning of each school year, each teacher shall be accredited with an eight (8) day sick leave allowance. Sick leave for teachers hired for a partial year shall be pro-rated dependent on the portion of the year they work. The unused portion of such allowance shall accrue on a year-to-year basis.
- B. A teacher who has exhausted all sick leave available shall be granted a leave of absence without pay (except for benefits derived under long term disability provisions) for the duration of such illness or disability until the end of the current school year. The leave of absence will be renewed each year upon written request by the teacher.
- C. Absence due to injury incurred in the course of a teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his/her salary and any other benefits received under the terms of this Agreement and/or under the Michigan Workman's Compensation Act for the duration of such absence.
- D. A teacher absent from duty due to mumps, scarlet fever, measles, chicken pox, head lice or scabies shall not suffer diminution of compensation and shall not be charged with sick leave.
- E. Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre and postnatal). All disabilities must, at the option of the Board, be verified in writing by the employee's attending doctor.

ARTICLE XII  
PERSONAL LEAVE

- A. At the beginning of every school year, each teacher shall be accredited with four (4) days to be used for the teacher's personal leave. Personal leave for teachers hired for a partial year shall be pro-rated dependent on the portion of the year they work. Unused personal leave days will be accumulated in the teacher's individual sick leave bank. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, or vacation period, and reasonable restrictions may be imposed on personal leave on such days.
- B. The teachers agree they shall indemnify and save the Union and the Board harmless against claims, demands, suits and other forms of liability that may arise by reason of the Board complying with the provisions of this Article.

ARTICLE XIII  
LEAVES OF ABSENCE

- A. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:
  - 1. A maximum of five days per school year for serious illness in the teacher's (or teacher's spouse's) immediate family; husband, wife, children, parents, in-laws, or siblings (where the teacher is unavoidably responsible for their care).
  - 2. One day when illness outside the immediate family requires a teacher to make necessary arrangements for medical or nursing care.



3. Attendance at a ceremony awarding a degree to a staff member for such time (including a portion of a day) as is necessary.
  4. Time needed for attendance at the graduation of a child or spouse.
  5. Time necessary for performance of medical and dental appointments or such other personal medical affairs as can not normally be undertaken outside duty hours.
  6. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following:
1. Up to five days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, grandparents, brothers, sisters or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.
  2. Approved visitation at other schools for the purpose of observing an on-going or experimental program.
  3. Leave will be granted, to the extent possible, for attendance at conventions, workshops and conferences connected with an employee's field of teaching. At any such convention, workshop or conference, employees shall receive, in addition to their regular pay, the reasonable costs of such attendance (e.g., assessed fees, meals, lodging, travel and/or mileage).
  4. Fifteen days for the Union for Union business. Any additional time needed for Union business will be granted and the Union will reimburse the school for the amount of the pay of the substitute.
  5. Time necessary to take the selective service physical examination.
- C. Leaves of absence for short periods of time, without pay, for the purpose of recreation, vacation, relaxation, professional workshops, special events, etc., may be granted only after application to the teacher's building principal and review by a committee composed of the principal, Superintendent, Union President and the teacher's building representation. If the committee feels the teacher has a legitimate need to be absent for the purpose stated, the committee may award a leave of absence of up to two weeks.
- D. A sabbatical leave of absence may be granted with one half salary by the Board, after seven (7) years of satisfactory service in the district for up to two (2) years, provided that the employee states his/her intention to return to the district and to teach one (1) year for each year of leave granted. A bond shall be furnished at the employee's expense in the amount equal to the salary granted during the leave. Such bond shall be forfeited on a prorated basis if the employee does not return to the district.
- E. Leave of absence without pay for educational purposes may be granted by the Board.
- F. A military leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for a first tour of duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be given time up to two years on the salary schedule as he/she would have been had he/she taught in the district during such period.
- G. A leave of absence without pay for the term of tenure in office shall be granted to any teacher, upon written application, for the purpose of serving as an officer of the Union. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as they would have been had they

taught during the period. Notification of extension of leave shall be made in writing by July 15th of each year.

- H. A leave of absence without pay shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. A teacher returning from such leave will be placed into the next vacancy for which the teacher is certified and qualified according to the applicable terms of this contract. Upon return from such leave, a teacher shall be placed on the next position on the salary schedule above the position he/she was on when the leave was taken, unless he/she returns during the same year.
- I. A leave of absence without pay shall be granted to any teacher upon written application for National Guard optional training while school is in session.
- J. A one year leave of absence without pay may be granted by the school Board to a teacher who is unable to teach because of personal illness or disability. (This provision shall not conflict with the long term disability provision of this Agreement.)
- K. A leave of absence without pay shall be granted for extended child care leave under the following conditions:
  - 1. The Board shall grant to any teacher an extended child care leave provided that the teacher applies in writing to the Board at least sixty (60) days prior to the date such leave is to commence.
  - 2. An extended child care leave shall be granted for a period mutually agreed upon by the parties at the time of granting, with primary consideration being given to normal semester breaks and the time of year such leave must commence.
    - a. An extended child care leave may be annually renewed up to a total of five (5) years, upon the written request of the teacher and approval of the Board.
    - b. An extended child care leave which has been applied for and granted in anticipation of such need may be rescinded by the teacher at any time prior to its commencement.
    - c. Upon return from extended child care leave, a teacher shall be given credit on the salary schedule for the school year in which such leave became effective.
    - d. A teacher on extended child care leave shall receive the health insurance benefits provided in this Agreement for the balance of the school year in which such leave takes effect.
- L. Return from Leaves
  - 1. A teacher shall be entitled to return to a position comparable to his/her former position upon return from leave. If possible, the teacher will be returned to his/her former position. If the position has been abolished under provisions of layoff and recall, such provisions shall prevail.
  - 2. If a teacher desires to return from leave before the expiration date of the leave and arrangements can be made, such teacher shall be placed in a position for which he/she is qualified, pending the beginning of a new semester, at which time transfer to the teacher's original position shall be made. Notification of the teacher's desire for early return from leave shall be made in writing by July 15.
  - 3. In cases where a teacher has been employed by the district to replace a teacher on leave (or following the period before the ending of a semester in which the teacher on leave is to return to his/her original position), such teacher shall be given seniority preference over other new applicants for the first vacancy occurring after the return of the teacher on leave; provided, however, such teacher has performed well in his/her teaching



assignment, and, further provided such teacher is qualified to fill the teaching vacancy.

4. No posting of a position opening is required if the position is to be filled within one year with the teacher returning from leave.
- M. A person on unpaid leave may continue group coverage in such fringe benefits as are then current by paying the Board for such coverage at such time as the premiums are due provided such an arrangement is in compliance with the insurance carrier.

ARTICLE XIV  
TEACHER EVALUATION, PERSONNEL FILES

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.
- B. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least once during each of the first three marking periods. Tenured teachers will be evaluated every other year unless an annual evaluation is requested by the teacher or deemed necessary by the administrator.
- C. Monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. In a majority of evaluations, a teacher will be informed in advance of the day on which an evaluation is to occur, in order that the objectives or purpose of the class being observed may be discussed in advance between the parties. Informal observations may occur without prior notice; however, written procedures, as outlined herein, pursuant to such observations shall be followed if the observer chooses a written record of the observation.
- E. Each observation will be made in person for a period of time which is reasonably required to complete the observation.
- F. Non-classroom teachers (counselors, librarians, consultants, etc.) will meet with their evaluator within the first month of each school year to determine a method and frequency for formal observation for purposes of evaluation (if appropriate). The method by which items D and E of Article XIV will apply will be determined by mutual consent of the non-classroom teacher and evaluator and reduced to writing. If mutual consent is not achieved, the issue will be referred to the liaison process.
- G. All evaluations shall be reduced to writing and a copy given to the teacher within five school days of the observation. If the teacher disagrees with the evaluation, within ten school days, the teacher may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- H. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the teacher is to improve and what assistance may be available from the administrator and other staff members. In the subsequent evaluation reports, the evaluation shall not change or lack of any previous negative comments.
- I. Each evaluation of a teacher shall be followed by a personal conference between the teacher and evaluator within six school days of the observation for purposes of clarifying the written evaluation report.
- J. Any complaint against a teacher which is not serious enough to create a written record thereof may not be brought up later in evaluating or reprimanding a teacher.

- K. Personnel Files: The following refer to evaluative or disciplinary material or derogatory statements:
1. No materials may be in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, within 10 working days, and the same shall be attached to the file copy of the material in question.
  2. If a teacher believes that material placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file.
  3. A teacher must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
  4. If a teacher should refuse to sign material to be placed in his/her file, it shall be signed by that teacher's building representative or person designated by the Union President. The signature shall indicate that said teacher has been made aware of this material, but has refused to sign it.
  5. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the teacher to accompany the teacher in such review. If a Union representative is not present, a board representative will be asked to witness or accompany that teacher's review of the file.
- L. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to all the machinery of the grievance procedure hereinafter set forth.
- M. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being.
- N. The Union will use its best efforts to secure correction of unprofessional behavior by any teacher, which behavior shall be reported by the Board or its representatives to the teacher and to the Union within three school days of occurrence.
- O. A "Teaching Coach" shall be assigned by the building principal to every probationary teacher upon entrance of the teacher into the system. The "Teaching Coach", insofar as possible, shall be a tenured teacher with a minimum of five years teaching experience, and shall be engaged in teaching within the same grade, building or discipline of the probationary teacher. It shall be the duty of the "Teaching Coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system.

ARTICLE XV  
PROTECTION OF TEACHERS

- A. The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.



- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he/she shall be judged guilty by a court of competent jurisdiction from whose decision no appeal has been taken.
- D. If the personal property of an employee (brought into the classroom with the prior approval of the administrator in charge) is damaged, stolen or destroyed through no negligence of the employee, the employer agrees to reimburse the employee in the amount of the estimated loss, or to replace the article, whichever is most feasible. If an article is easily portable, it shall not be left in a room unless locked in a closet or desk. If a teacher is injured while in the line of duty, any medical, surgical or hospital fees in excess of that covered by existing health insurance policies herein provided shall be paid by the employer.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

ARTICLE XVI  
NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.

ARTICLE XVII  
GRIEVANCE PROCEDURE

- A. A grievance is an unsettled complaint by a teacher, group of teachers, or the Union alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours or terms and conditions of employment.
  - 1. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations over which the Board is without power to act.
  - 2. No dispute over the modification of this Agreement shall be made the subject of a grievance.
  - 3. If an employee elects to process a discharge through the Tenure Commission, such employee shall be stopped from access to the grievance procedure for such discharge.

4. A grievance must be filed within nine months following the incident giving rise to the grievance.
- B. If the Building Liaison Board and the District-Wide Liaison Board are unable to resolve the issue within twenty (20) school days, a formal grievance may be filed within five (5) school days on the form set forth in Schedule C, annexed hereto, and signed by the grievant and Union representative, which form shall be made available to each Building Representative. A copy of the grievance form shall be delivered to the principal or supervisor. (See Article III, Section 4, Part a. page 3.)
- C. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent.
- D. Within three (3) school days or three (3) calendar weeks, whichever is earlier, after receipt of the grievance, the principal or supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing and the supporting reasons therefore, within three (3) days of such meeting and shall furnish a copy thereof to the Union.
- E. Within twenty (20) school days or four (4) calendar weeks, whichever is earlier, after the delivery of the decision, the grievance may be appealed to the Superintendent.
- F. Within ten (10) school days or three (3) calendar weeks, whichever is earlier, after delivery of the decision, the Superintendent or his designee shall meet with the Union Grievance Committee on the grievance and shall indicate his disposition of the grievance in writing, along with the reasons therefore, and shall furnish a copy thereof to the Union.
- G. Within ten (10) school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by filing a written copy of the grievance accompanied by copies of previous decisions, with the Secretary or other designee of the Board.
- H. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. At such hearing, the aggrieved shall have the right to be represented by Union Counsel. Participants in this hearing including witnesses shall be given at least three (3) days notice of the hearing.
- I. Within seven (7) days after this hearing, the Board shall communicate its decision in writing, together with supporting reasons, to the principal, the Superintendent, the Union, Counsel for the Union (if any) and to the aggrieved.
- J. Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.
- K. General Principles
  1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.
  2. A grievance may be withdrawn at any level.
  3. When hearings and conferences are held during duty hours, all persons who are entitled to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
  4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.



5. Failure at any step of the grievance to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of a procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified at each step shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
  6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
  7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
  8. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.
  9. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
  10. It is the intention of the parties, where possible, that the issues to be arbitrated, the relevant facts comprising the issues, and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issues to the arbitrator in advance of the hearing.
  11. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- L. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any other compensation or advantage, the same or its equivalent in money shall be paid to him/her.
  - M. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.
  - N. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.

ARTICLE XVIII  
MISCELLANEOUS PROVISIONS

- A. The Board and Union will meet to negotiate language when necessary.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil unless requested by the individual.
- C. The Union shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Union shall, whenever possible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All individual teacher contracts shall be made subject to the terms of this Agreement.

- E. The Board and Union agree to the Collaborative Problem Solving Committee approach for innovative and pilot programs as outlined in Schedule E.
- F. Copies of this Agreement shall be printed at Board expense and presented to all teachers under employment at the earliest possible date.
- G. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or endorsed, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiations and agreement on substitute language for the voided provisions.
- H. This Agreement constitutes the full and complete commitments between the 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.
- I. Certification: All teachers must meet state requirements. Teachers will not be hired with substandard certification if properly certified teachers are available. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university if satisfactory candidates are available.
- J. The Union agrees that during the term of this Agreement, and any extensions thereof, the Union shall neither condone, abet, nor participate in any form of work stoppage, including, but not limited to such activities as a slow down.

The Employer agrees that if the Union complies with the provisions in this Article, there shall be no lockout.

ARTICLE XIX  
ADULT EDUCATION

- A. Persons teaching in the adult education program shall be given seniority credit for that program, which seniority, coupled with satisfactory performance, shall be determinative in making future adult education teaching assignments.
- B. Teachers in the adult education program shall be compensated for all mandatory meetings exceeding 9 hours per year.

ARTICLE XX  
DURATION OF AGREEMENT

This Agreement shall be in effect August 25, 1997, - August 27, 2000.

BOARD OF EDUCATION

FEDERATION OF TEACHERS

By: Jens Madill  
President

By: Dorothy M. Swafford  
President

By: Brian D. Banda  
Secretary

By: Nancy J. Lemmer  
Secretary

DATE: July 30, 1997



SCHEDULE A  
1997-98 SALARY SCHEDULE -- CRAWFORD AUSABLE SCHOOL DISTRICT

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
1	25,344.	25,908.	26,133.	26,919.	27,465.	28,013.
1.5	25,926.	26,390.	26,740.	27,548.	28,107.	28,669.
2	26,508.	26,871.	27,349.	28,179.	28,747.	29,323.
2.5	27,091.	27,466.	27,956.	28,803.	29,389.	29,977.
3	27,675.	28,060.	28,565.	29,430.	30,031.	30,631.
3.5	28,838.	29,254.	29,785.	30,685.	31,315.	31,942.
4	29,998.	30,450.	31,003.	31,938.	32,601.	33,254.
4.5	30,581.	31,047.	31,611.	32,569.	33,238.	33,903.
5	31,165.	31,644.	32,217.	33,198.	33,879.	34,557.
5.5	31,746.	32,242.	32,829.	33,825.	34,523.	35,213.
6	32,328.	32,841.	33,439.	34,451.	35,165.	35,870.
6.5	32,911.	33,437.	34,047.	35,080.	35,807.	36,523.
7	33,493.	34,033.	34,653.	35,708.	36,449.	37,177.
7.5	34,072.	34,631.	35,262.	36,335.	37,090.	37,833.
8	34,653.	35,227.	35,872.	36,962.	37,733.	38,488.
8.5	35,236.	35,826.	36,483.	37,591.	38,373.	39,140.
9	35,818.	36,425.	37,091.	38,219.	39,012.	39,792.
9.5	36,400.	37,022.	37,700.	38,845.	39,657.	40,451.
10	36,982.	37,618.	38,309.	39,472.	40,301.	41,107.
10.5	37,564.	38,213.	38,916.	40,100.	40,941.	41,759.
11	38,146.	38,808.	39,526.	40,727.	41,583.	42,414.
11.5	39,642.	40,460.	41,084.	42,334.	43,223.	44,088.
12	41,938.	42,927.	43,471.	44,791.	45,736.	46,651.

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
Longevity 1 (16-18)	43,938.	44,927.	45,471.	46,791.	47,736.	48,651.
Longevity 2 (19-20)	44,188.	45,177.	45,721.	47,041.	47,986.	48,901.
Longevity 3 (21-24)	44,438.	45,427.	45,971.	47,291.	48,236.	49,151.
Longevity 4 (25-28)	44,938.	45,927.	46,471.	47,791.	48,736.	49,651.
Longevity 5 (29-31)	45,188.	46,177.	46,721.	48,041.	48,986.	49,901.

Longevity will be paid at the following rate for professional service in the Crawford AuSable School District and including up to three (3) years service in another school district. Longevity payment is to be issued in a separate check the first scheduled pay period of December each year to those who qualify.

\* 6/90 hire or earlier only    \*\*\* 6/90 hire or earlier only  
 \*\* 6/90 hire or earlier only    MA + 15 or BA + 45  
 MA or BA + 30

SCHEDULE A  
1998-99 SALARY SCHEDULE -- CRAWFORD AUSABLE SCHOOL DISTRICT

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
1	26,105.	26,685.	26,917.	27,727.	28,289.	28,853.
1.5	26,704.	27,181.	27,542.	28,375.	28,950.	29,529.
2	27,303.	27,677.	28,169.	29,024.	29,610.	30,203.
2.5	27,904.	28,290.	28,795.	29,667.	30,271.	30,876.
3	28,505.	28,902.	29,422.	30,313.	30,932.	31,550.
3.5	29,703.	30,132.	30,678.	31,605.	32,255.	32,901.
4	30,898.	31,363.	31,933.	32,896.	33,579.	34,251.
4.5	31,498.	31,979.	32,559.	33,546.	34,235.	34,921.
5	32,100.	32,593.	33,184.	34,194.	34,895.	35,593.
5.5	32,698.	33,209.	33,814.	34,840.	35,558.	36,269.
6	33,297.	33,826.	34,442.	35,485.	36,220.	36,946.
6.5	33,898.	34,440.	35,068.	36,132.	36,881.	37,618.
7	34,497.	35,054.	35,693.	36,779.	37,542.	38,292.
7.5	35,095.	35,670.	36,320.	37,425.	38,203.	38,968.
8	35,693.	36,284.	36,948.	38,070.	38,865.	39,643.
8.5	36,293.	36,901.	37,577.	38,719.	39,524.	40,314.
9	36,893.	37,518.	38,204.	39,366.	40,183.	40,986.
9.5	37,492.	38,133.	38,831.	40,011.	40,847.	41,665.
10	38,092.	38,746.	39,458.	40,656.	41,510.	42,341.
10.5	38,691.	39,359.	40,084.	41,303.	42,170.	43,012.
11	39,290.	39,973.	40,712.	41,949.	42,831.	43,687.
11.5	40,633.	41,471.	42,111.	43,392.	44,304.	45,191.
12	42,986.	44,000.	44,558.	45,911.	46,879.	47,817.

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
Longevity 1 (16-18)	44,986.	46,000.	46,558.	47,911.	48,879.	49,817.
Longevity 2 (19-20)	45,236.	46,250.	46,808.	48,161.	49,129.	50,067.
Longevity 3 (21-24)	45,486.	46,500.	47,058.	48,411.	49,379.	50,317.
Longevity 4 (25-28)	45,986.	47,000.	47,558.	48,911.	49,879.	50,817.
Longevity 5 (29-31)	46,236.	47,250.	47,808.	49,161.	50,129.	51,067.

Longevity will be paid at the following rate for professional service in the Crawford AuSable School District and including up to three (3) years service in another school district. Longevity payment is to be issued in a separate check the first scheduled pay period of December each year to those who qualify.

\* 6/90 hire or earlier only      \*\*\* 6/90 hire or earlier only  
 \*\* 6/90 hire or earlier only      MA + 15 or BA + 45  
 MA or BA + 30



SCHEDULE A  
1999-2000 SALARY SCHEDULE -- CRAWFORD AUSABLE SCHOOL DISTRICT

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
1	26,888.	27,485.	27,725.	28,558.	29,138.	29,719.
1.5	27,505.	27,997.	28,368.	29,226.	29,818.	30,415.
2	28,122.	28,507.	29,014.	29,895.	30,498.	31,109.
2.5	28,741.	29,139.	29,659.	30,557.	31,179.	31,803.
3	29,360.	29,769.	30,305.	31,222.	31,860.	32,497.
3.5	30,594.	31,036.	31,598.	32,553.	33,222.	33,888.
4	31,825.	32,304.	32,891.	33,883.	34,586.	35,279.
4.5	32,443.	32,938.	33,536.	34,552.	35,262.	35,968.
5	33,063.	33,571.	34,179.	35,220.	35,942.	36,661.
5.5	33,679.	34,206.	34,828.	35,885.	36,625.	37,357.
6	34,296.	34,841.	35,475.	36,550.	37,307.	38,054.
6.5	34,915.	35,473.	36,120.	37,216.	37,988.	38,747.
7	35,532.	36,106.	36,764.	37,883.	38,668.	39,441.
7.5	36,147.	36,740.	37,410.	38,548.	39,349.	40,137.
8	36,764.	37,372.	38,056.	39,213.	40,031.	40,832.
8.5	37,382.	38,008.	38,704.	39,880.	40,710.	41,524.
9	38,000.	38,643.	39,350.	40,547.	41,388.	42,215.
9.5	38,617.	39,277.	39,996.	41,211.	42,072.	42,915.
10	39,234.	39,909.	40,642.	41,875.	42,755.	43,611.
10.5	39,852.	40,540.	41,287.	42,542.	43,435.	44,302.
11	40,469.	41,172.	41,933.	43,208.	44,116.	44,997.
11.5	41,649.	42,508.	43,164.	44,477.	45,411.	46,320.
12	44,061.	45,100.	45,672.	47,059.	48,051.	49,013.

<u>STEP</u>	<u>BA</u>	<u>BA + 10*</u>	<u>BA + 18</u>	<u>MA**</u>	<u>MA + 15***</u>	<u>Ed.S.</u>
Longevity 1 (16-18)	46,061.	47,100.	47,672.	49,059.	50,051.	51,013.
Longevity 2 (19-20)	46,311.	47,350.	47,922.	49,309.	50,301.	51,263.
Longevity 3 (21-24)	46,561.	47,600.	48,172.	49,559.	50,551.	51,513.
Longevity 4 (25-28)	47,061.	48,100.	48,672.	50,059.	51,051.	52,013.
Longevity 5 (29-31)	47,311.	48,350.	48,922.	50,309.	51,301.	52,263.

Longevity will be paid at the following rate for professional service in the Crawford AuSable School District and including up to three (3) years service in another school district. Longevity payment is to be issued in a separate check the first scheduled pay period of December each year to those who qualify.

\* 6/90 hire or earlier only    \*\*\* 6/90 hire or earlier only  
 \*\* 6/90 hire or earlier only    MA + 15 or BA + 45  
 MA or BA + 30

SCHEDULE B  
Pay for Extra Services

Percent figures are based upon the BA scale at the salary step equal to the individual's years of coaching or directing experience in the area of the given activity. Percent figures for individuals currently employed for an activity will be based upon the BA scale at the step equal to their salary schedule as long as continuously employed for that activity.

1.	Head Varsity Football Coach .....	11%
2.	Assistant Football Coach .....	8%
3.	Varsity Basketball Coach .....	11%
4.	Assistant Basketball Coach .....	8%
5.	Middle School Basketball Coach (7-8) .....	5%
6.	Varsity Soccer Coach.....	8%
7.	Varsity Cross Country Coach .....	6%
8.	Golf Coach .....	5%
9.	Tennis Coach .....	5%
10.	High School Cheerleader Coach .....	5% per season
11.	Middle School Cheerleader Coach .....	2% per season
12.	Varsity Wrestling .....	10%
13.	Jr. Varsity Wrestling .....	7%
14.	Middle School Wrestling .....	5%
15.	Assistant Middle School Wrestling .....	2.5%
16.	Varsity Volleyball .....	10%
17.	Jr. Varsity Volleyball .....	7%
18.	Middle School Volleyball.....	5%
19.	Ski Coach .....	8%
20.	Middle School Skiing .....	4%
21.	Varsity Track Coach .....	8%
22.	Middle School Track Coach .....	5%
23.	Varsity Baseball/Softball .....	8%
24.	Jr. Varsity Baseball/Softball .....	6%
25.	Middle School Pom Pon Coach .....	2% per season
26.	Assistant Athletic Director - High School .....	8%
27.	Middle School Athletic Director .....	5%
28.	Middle School Intramurals .....	\$8.50/hr
29.	High School Band Director .....	10%
30.	Assistant High School Band Director .....	7%
31.	Middle School Band Director .....	6%
32.	Assistant Middle School Band Director .....	5%
33.	High School Vocal Music Director .....	5%
34.	Middle School Vocal Music Director .....	3%
35.	Elementary Choir Director .....	1%
36.	Play Director .....	5%
37.	Art Work on Plays .....	1%
38.	High School Musical Director.....	5%
39.	High School Musical Vocal Director.....	3%
40.	High School Musical Art Director.....	2%
41.	High School Yearbook Advisor.....	8%
42.	High School Newspaper Advisor.....	2%
43.	Middle School Yearbook Advisor .....	3%
44.	Middle School Newspaper Advisor.....	2%
45.	Forensics Director .....	5.5%
46.	Debate Director.....	5.5%
47.	Student Council - Sr. High .....	5%
48.	Student Council - Middle School .....	4%
49.	Student Council - Elementary .....	2%
50.	High School Sponsors: Grade 9 - 1%, Grade 10 - 1.2%, Grade 11 - 1.4%, Grade 12 - 2%	
51.	Chairperson of Student Assistance/Child Study Team	2%
52.	NCA Chairperson .....	2% per building
53.	Technology Coordinator .....	3%



SCHEDULE B Pay for Extra Services (Continued)

54. National Honor Society Sponsor .....	2%
55. District Media Committee Chairperson.....	2%
56. Chairperson of the DIT or SIT .....	\$150.00
57. Odyssey of the Mind .....	1.5%
58. Scoring .....	\$15.00/2 event, \$10/1 event
59. Timing .....	\$15.00/2 event, \$10/1 event
60. Driver Education .....	\$15.25/hr
61. Adult Education Classes .....	\$15.25/hr
62. Instruction/Approved Committee Work Outside the Regular School Day Not Covered Elsewhere in this Agreement .....	\$13.50/hr

A maximum of two weeks at \$30 per day up to \$150 per week (Varsity Head Coach) or \$25 per day up to \$125 per week (Assistant Coach) may be paid for coaching during school vacation periods if pre-approved by the Athletic Director.

A maximum of one week at \$30 per day up to \$150 per week may be paid for band direction and/or assistant direction during school vacation periods if pre-approved by the building principal.

SCHEDULE C

LIAISON COMMITTEE FORM

LEVEL: BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_

Date discussion regarding this issue was concluded \_\_\_\_\_

Union Members in Attendance \_\_\_\_\_  
\_\_\_\_\_

District Members in Attendance \_\_\_\_\_  
\_\_\_\_\_

THE ISSUE: Describe the issue.

THE RESOLUTION: Describe the resolution.

IF THE ISSUE IS UNRESOLVED:

THE POSITION OF THE UNION: Describe the Union position.

THE POSITION OF THE DISTRICT: Describe the district position.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the District

Copies: Union (2) President & Vice President  
District (2) Building Principal & Superintendent



SCHEDULE C

Grievance Form

Step I - Building Level

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date Liaison Board  
Completed Work \_\_\_\_\_

Statement of Grievance (Specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance. Attach additional sheets, if necessary.)

Remedy Sought (Specify)

\_\_\_\_\_  
Signature

Statement of Decision (State decision, cite contract sections and give reasons for decision based on the foregoing.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)

Grievance Form

Step II - Superintendent Level

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date of Decision  
at Step I \_\_\_\_\_

Statement of Grievance (Attached a copy of Step I, add here answers to decision at Step I with additional arguments, if any.)

Remedy Sought (Specify only if different from Step I.)

\_\_\_\_\_  
Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)



Grievance Form

Step III - Board Level

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date of Decision  
at Step II \_\_\_\_\_

Statement of Grievance (Attached copies of Step I and II; add here answers to both with additional arguments, if any. List witnesses needed for testimony, if any.)

Remedy Sought (Specify, only if different from Steps I and II)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

\_\_\_\_\_  
Signature of Board President

Copies: Grievant (1)  
Employer (3)  
Union (3)

\_\_\_\_\_  
Date

Grievance Form

Arbitration

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_ Date of Decision  
at Step III \_\_\_\_\_

Statement of Grievance (Specify grievance being submitted to arbitration.)

Request for Conference (Intent to work out joint and/or separate stipulations of facts and issues to be submitted to the arbitrator.)

Suggested Date(s): \_\_\_\_\_

\_\_\_\_\_  
Union Signature

Board Response: Date for conference, etc.) \_\_\_\_\_

\_\_\_\_\_  
Signature and Date

Copies: Grievant (1)  
Employer (3)  
Union (3)



CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1997-98 SCHOOL YEAR

Schedule D

August 25, 1997	Teacher Organizational Meetings
August 26	Professional Development -- NO SCHOOL
<i>August 27</i>	<i>School Opens for All Students</i>
September 1	Labor Day Vacation -- NO SCHOOL
September 29	No School for Students -- Staff Professional Development
October 27	½ Day Professional Development
October 31	End of Nine Week Marking Period
November 27 and 28	Thanksgiving Vacation -- NO SCHOOL
December 23	School Closes at 11:30 for Winter Vacation (½ day)
January 5, 1998	School Resumes
January 16	End of First Semester - Students ½ day - Teacher Records P.M.
February 16	Professional Development -- NO SCHOOL
March 16	½ Day Professional Development
March 20	End of Third Nine Week Marking Period
April 3	Spring Vacation Begins -- NO SCHOOL
April 14	School Resumes
May 25	Memorial Day -- NO SCHOOL
June 5	Last Day of School - Students ½ day - Teacher Records P.M.

Total Instruction Days: 182  
Total Staff Days: 186

Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour.

CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1997-98

AUGUST

S	M	T	W	T	F	S	S	T
					1	2	3	5
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								

SEPTEMBER

S	M	T	W	T	F	S	S	T
	1	2	3	4	5	6	20	21
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						

OCTOBER

S	M	T	W	T	F	S	S	T
			1	2	3	4	23	23
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	(27)	28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S	S	T
						1	18	18
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30								

DECEMBER

S	M	T	W	T	F	S	S	T
	1	2	3	4	5	6	17	17
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23*	24	25	26	27		
28	29	30	31					

JANUARY

S	M	T	W	T	F	S	S	T
				1	2	3	20	20
4	5	6	7	8	9	10		
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18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

FEBRUARY

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8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		

MARCH

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22	23	24	25	26	27	28		
29	30	31						

APRIL

S	M	T	W	T	F	S	S	T
				1	2	3	4	15 15
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19	20	21	22	23	24	25		
26	27	28	29	30				

MAY

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10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								

JUNE

S	M	T	W	T	F	S	S	T
							5	5
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		

S Total days for students  
T Total days for teachers

- No school for students/teachers
- Days students not in class, but teachers on duty
- ( ) ½ day Professional Development
- \* ½ day
- ◇ End of Marking Period
- △ Potential Make Up Day

STUDENT DAYS - 182  
TEACHER DAYS - 186



CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1998-99 SCHOOL YEAR

Schedule D

August 24, 1998	Teacher Organizational Meetings
August 25	Professional Development -- NO SCHOOL
<i>August 26</i>	<i>School Opens for All Students</i>
September 7	Labor Day Vacation -- NO SCHOOL
September 28	No School for Students -- Staff Professional Development
October 26	½ Day Professional Development
October 30	End of Nine Week Marking Period
November 26 and 27	Thanksgiving Vacation -- NO SCHOOL
December 23	School Closes at 11:30 for Winter Vacation (½ day)
January 4, 1999	School Resumes
January 22	End of First Semester - Students ½ day - Teacher Records P.M.
February 15	Professional Development -- NO SCHOOL
March 15	½ Day Professional Development
March 26	End of Third Nine Week Marking Period
April 2	Spring Vacation Begins -- NO SCHOOL
April 13	School Resumes
May 31	Memorial Day -- NO SCHOOL
June 3	Last Day of School - Students ½ day - Teacher Records P.M.

Total Instruction Days: 182  
Total Staff Days: 186

Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour.

CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1998-99

AUGUST

S	M	T	W	T	F	S	S	T
						1	4	6
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							

SEPTEMBER

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27	28	29	30					

OCTOBER

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NOVEMBER

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22	23	24	25	26	27	28		
29	30							

DECEMBER

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13	14	15	16	17	18	19		
20	21	22	23*	24	25	26		
27	28	29	30	31				

JANUARY

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31								

FEBRUARY

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21	22	23	24	25	26	27		
28								

MARCH

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28	29	30	31					

APRIL

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MAY

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23	24	25	26	27	28	29		
30	31							

JUNE

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6	7	8	9	10	11	12		
13	14	15	16	17	18	19		

S Total days for students  
T Total days for teachers

- No school for students/teachers
- Days students not in class, but teachers on duty
- ( ) ½ day Professional Development
- \* ½ day
- ◇ End of Marking Period
- △ Potential Make Up Day

STUDENT DAYS - 182  
TEACHER DAYS - 186



CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1999-2000 SCHOOL YEAR

Schedule D

August 26, 1999	Teacher Organizational Meetings
August 27	Professional Development -- NO SCHOOL
<i>August 30</i>	<i>School Opens for All Students</i>
September 6	Labor Day Vacation -- NO SCHOOL
September 27	No School for Students -- Staff Professional Development
October 25	½ Day Professional Development
October 29	End of Nine Week Marking Period
November 15	Opening Day of Deer Season -- NO SCHOOL
November 25 and 26	Thanksgiving Vacation -- NO SCHOOL
December 23	School Closes at 11:30 for Winter Vacation (½ day)
January 3, 2000	School Resumes
January 21	End of First Semester - Students ½ day - Teacher Records P.M.
February 21	Professional Development -- NO SCHOOL
March 20	½ Day Professional Development
March 24	End of Third Nine Week Marking Period
March 31	Spring Vacation Begins -- NO SCHOOL
April 11	School Resumes
April 21	Good Friday -- NO SCHOOL
May 29	Memorial Day -- NO SCHOOL
June 7	Last Day of School - Students ½ day - Teacher Records P.M.

Total Instruction Days: 182

Total Staff Days: 186

Early dismissal for parent/teacher conferences will commence at 12:15 p.m. at the Grayling Elementary and Frederic Elementary School. Early dismissal will apply for all district-wide scheduled inservice exceeding one hour.

CRAWFORD AUSABLE SCHOOL DISTRICT  
SCHOOL CALENDAR 1999-2000

AUGUST

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29	30	31						

SEPTEMBER

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19	20	21	22	23	24	25		
26	27	28	29	30				

OCTOBER

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31								

NOVEMBER

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DECEMBER

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JANUARY

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23	24	25	26	27	28	29		
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FEBRUARY

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20	21	22	23	24	25	26		
27	28	29						

MARCH

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			1	2	3	4	22	22
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12	13	14	15	16	17	18		
19	(20)	21	22	23	24	25		
26	27	28	29	30	31			

APRIL

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23	24	25	26	27	28	29		
30								

MAY

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14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					

JUNE

S	M	T	W	T	F	S	S	T
				1	2	3	5	5
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		

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- ( ) ½ day Professional Development
- \* ¼ day
- ◇ End of Marking Period
- △ Potential Make Up Day

STUDENT DAYS - 182  
TEACHER DAYS - 186



COLLABORATIVE PROBLEM SOLVING COMMITTEE  
(Innovative and Pilot Programs)

1. It is agreed that students of the Crawford AuSable School District are entitled to continued improvement of educational opportunities. To achieve this goal, it is agreed that from time to time innovative or pilot programs must be considered and/or implemented. The Collaborative Problem Solving Committee is established to approve innovative or pilot programs which differ from existing collective bargaining agreements or Board policy.

2. Definition - Innovative Programs: Innovative programs involve changes in the educational process which have implications system wide.

Examples of factors that may determine an innovative program: Staffing change, new budget money, calendar, multiple building changes or schedule changes.

Innovative programs shall be screened and evaluated yearly, or at the request of committee members, by members of the Collaborative Problem Solving Committee who shall recommend further evaluation, discontinuation, or system wide implementation.

Copies of the evaluation shall be forwarded to the Board of Education, to the Collaborative Problem Solving Committee, and to the appropriate Union.

3. Definition - Pilot Programs: Pilot programs involve changes in the educational process which do not have implications system wide.

It is agreed between the parties that pilot programs are an important facet in the improvement of educational opportunities for students.

Pilot programs which involve a teacher, a department or a building are to be encouraged.

Pilot programs prior to implementation should, to the degree possible, have the concurrence of staff, department or building.

Pilot programs shall be screened and evaluated yearly, or at the request of committee members, by members of the Collaborative Problem Solving Committee who shall recommend further evaluation, discontinuation, or system wide implementation.

Pilot programs shall have a yearly evaluation by the staff and administration affected.

Copies of the evaluation shall be forwarded to the Board of Education, to the Collaborative Problem Solving Committee, and to the appropriate Union.

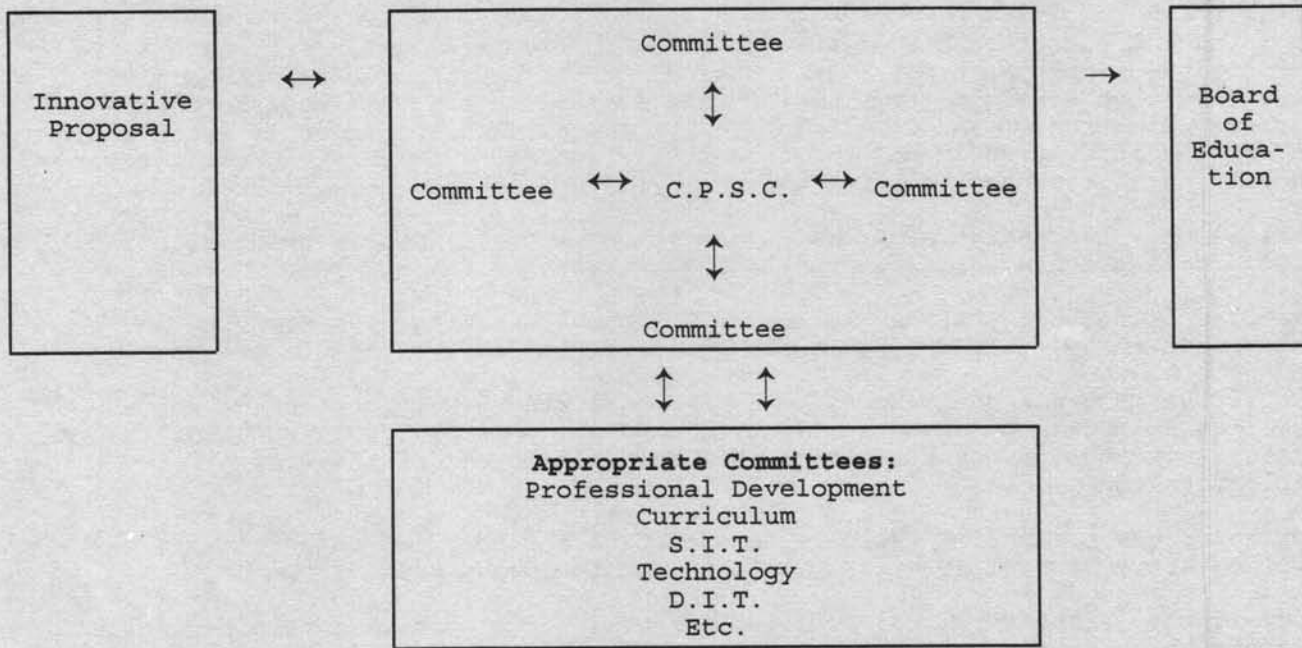
4. Any staff member not wishing to participate in innovative and/or pilot programs shall have the right to request a transfer, in accordance with the transfer policy of the Master Agreement.

5. Collaborative Problem Solving Committee - The Collaborative Problem Solving Committee shall be composed of the following: four Union members appointed by the Union President, a Central Office administrator, one Board member, and two building administrators.

The Committee shall appoint its chairperson and secretary.

The Committee shall meet within two weeks after receiving a proposal and will respond to the party submitting the proposal for review within two weeks.

The Committee shall establish the procedure for its operation and the process for receiving, reviewing and evaluating innovative programs as detailed in the following model.



6. Process: Innovative proposal/pilot program is first submitted to the appropriate committee(s) for review.

Proposals could be sent back to the submitting party, or could be forwarded to the Collaborative Problem Solving Committee directly.

Proposals will be sent back to the submitting committee from the Collaborative Problem Solving Committee.

If changes are made at any level, all parties must agree before submission to the School Board.



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