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8/31/91

A G R E E M E N T

BETWEEN

CRESTWOOD SCHOOL DISTRICT

AND

CRESTWOOD TEACHERS' ORGANIZATION

SEPTEMBER 1, 1988 - AUGUST 31, 1991

Crestwood School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This Agreement is entered into this 10th day of July, 1989, by and between the Crestwood School District (hereinafter called the School District), and the Crestwood Teachers' Organization (hereinafter called the Organization).

PREAMBLE

WHEREAS, the School District and the Organization recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the Statements of Policy contained therein; and

WHEREAS, the School District and the Organization have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment;

The School District and the Organization do hereby set forth and memorialize this, their full agreement.

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ARTICLE I

RECOGNITION

SECTION A: EMPLOYEES COVERED

The School District hereby recognizes the organization as the exclusive and sole bargaining agent as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel in the appropriate bargaining unit, described and defined as: currently contracted certified classroom teachers, librarians, speech correctionists, school psychologists, school social workers, and school consultants, excluding counselors, and administrative supervisory personnel such as Superintendent, Assistant Superintendents, Managers, Coordinators, Directors, Supervisors, Principals, Assistant Principals, and all other employees not within the definition above.

SECTION B: DEFINITION

The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Organization in the bargaining unit as defined above, and references to one gender shall include the other gender.

ARTICLE II

RIGHTS OF THE SCHOOL DISTRICT

SECTION A: SCHOOL DISTRICT RIGHTS

It is agreed that the School District hereby retains and reserves unto itself, without limitation and without prior negotiations with the Organization, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the School District, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees.
2. Hire all employees and determine their qualification and the conditions of their continued employment.
3. Promote, transfer and assign all employees.

4. Determine the size of the work force, and to expand or reduce the work force.
5. Establish, continue or revise policies and adopt work rules and regulations.
6. Dismiss, demote and discipline employees.
7. Establish, modify or change any work, business or school hours or days.
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of office, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

ORGANIZATION RIGHTS

SECTION A: SCHOOL FACILITIES

The Organization, its authorized agents, and its members, shall have the right to use school building facilities for

meetings to conduct Organization business, upon request and prior notice, provided such use does not interfere with the orderly operation of the School District. Time and location of the meeting shall be subject to coordination by the administration with other scheduled activities in the School District. When special custodial services are required, the School District may make a reasonable charge to the Organization therefor.

SECTION B: INTER-SCHOOL MAIL

The Organization shall have the right to place Organization material in school mailboxes of teachers.

SECTION C: POST NOTICES

The Organization shall have the right to post notices of activities and matters of the Organization on teacher bulletin boards located in faculty lounges.

SECTION D: EQUIPMENT

The Organization shall have the right, upon notification and approval of the Building Administrator, to use the following equipment located in the schools at reasonable times, when such equipment is not otherwise in use, for Organization business.

1. Copier machines.
2. Typewriters.
3. Calculating machines.
4. Overhead, film, and filmstrip projectors.

The Organization may make written request to the Superintendent for use of other equipment not listed above and, if approved, shall be subject to the same limitations set forth herein. The Organization shall pay the cost to the School District of all materials and supplies incident to, and damage, excluding normal wear and tear, directly attributable to such use.

SECTION E: MEETING WITH SUPERINTENDENT

Upon the request of the Organization or the Superintendent, a meeting shall be arranged between the Organization President and Superintendent to discuss assignments, transfers and the filling of vacancies.

SECTION F: RELEASE TIME

The Organization President may arrange for release time for conducting Organization business, not to exceed eleven (11) days per year, provided the Organization pays the cost of the substitute teacher.

SECTION G: DIRECTORY

On or before December 1 of every other school year, the Employer shall publish a staff directory, which shall include the names of teachers and administrators. The directory, or amendments, shall also list the home telephone numbers and addresses of those teachers and administrators providing written consent to the Employer by November 1.

In school years when a directory is not published, amendments, if any, will be provided to each teacher.

SECTION H: COPIES OF CONTRACT

Copies of this signed Agreement shall be reproduced at the expense of the Employer and presented to all teachers now employed or at the time of employment, to any teachers hereafter employed, during the term of this Agreement.

SECTION I: BOARD POLICIES

A copy of the School District Policy Manual shall be delivered to the Organization President and amendments/revisions of School District policies shall be delivered to the Organization President within fifteen (15) days of adoption by the School Board.

SECTION J: NOTICE OF BOARD MEETINGS, AGENDA AND MINUTES

The Organization shall provide two (2) telephone numbers by which the School District shall notify the Organization of any special meetings of the School Board. The School District shall provide the Organization with two (2) copies of the agenda and minutes of all public School Board meetings, special or regular.

SECTION K: DATA INFORMATION AVAILABILITY

The School District shall make available to the Organization at the office of the Superintendent within a reasonable time after its request the following records, if the records are available.

1. Financial audit.

2. Treasurer's reports.
3. Monthly membership reports.
4. Labor contracts of other employee groups.
5. Student projection counts as contained in the annual budget.
6. The number of students taking courses outside the District as of the fourth Friday count in each school year.

This Section does not require the School District to make a compilation, summary, or report of information.

SECTION L: POSTING OF SENIORITY LIST(S)

The Organization, no later than October 1 of each school year, shall be provided a copy of the seniority list(s) and the seniority list(s) shall be posted in the faculty lounge of each school building.

ARTICLE IV

ORGANIZATION SECURITY AND DEDUCTIONS FOR PROFESSIONAL DUES

SECTION A: DUES AND SERVICE FEES

All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall as a condition of employment pay monthly either:

1. Membership dues of the Organization, or
2. Service fees not in excess of the amount of dues uniformly required of members of the Organization.

The Organization shall certify to the School District at the beginning of each school year the membership of the Organization subject to deduction of membership dues or service fees and the amount of the monthly Organization dues or service fees to be deducted from the regular payroll check of those teachers who have voluntarily authorized in writing the deduction. These amounts so certified and deducted shall be forwarded to the Organization, provided that when a teacher objects to the proper amount of such deduction, the deduction as certified by the Organization shall be placed in an escrow account by the School District until a

determination of the proper amount of the deduction has been adjudicated in the proper administrative and/or judicial forums. In the event that the teacher refuses to pay the proper amount as adjudicated for the representation service fee or membership fees, the failure shall constitute reasonable and just cause for dismissal. The School District shall terminate said teacher at the end of the school year and no grievance shall arise nor shall any grievance be processed out of this termination.

SECTION B: PAYROLL DEDUCTIONS

The School District shall make payroll deductions upon written authorization from teachers for tax sheltered annuities with Metropolitan Life Insurance Company, Sherson Lehman, Annuity Services, Inc., Wayne Out-County Teacher Credit Union, and/or any other plan or program jointly approved by the Organization and the School District. Monies remitted to the respective agencies shall be paid every two (2) weeks or monthly, as the agency itself prefers. All payroll deductions shall be itemized and identified separately on each statement of earnings and deductions to the extent practical by the capacity of the accounting system.

SECTION C: INDEMNIFICATION

The Organization agrees to indemnify and hold the School District, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay damages and all court or administrative costs that may arise out of by reason of any action taken by the School District for the purpose of complying with this Article or because of clerical error in the administration thereof. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Organization to the demanding party and at no time shall the School District be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE V

TEACHER RIGHTS AND PROTECTION

SECTION A: JUST CAUSE

No teacher on continuing tenure shall be disciplined by reprimand, orally or in writing, without just cause. The teacher shall be provided a copy of any written disciplinary reprimand and shall be required to sign for the same.

SECTION B: RIGHT TO REPRESENTATION

A teacher shall at all times be entitled to have present his/her building representative when he/she is being reprimanded, warned, or disciplined for any reason except when such action is necessary to meet an immediate situation. Such reprimand, warning or discipline shall not be made in the presence of students or fellow teachers.

SECTION C: STUDENT REMOVAL

A teacher may remove a pupil from a class and send the pupil to the school office consistent with School District policy on student discipline. Within twenty-four (24) hours of the removal, the teacher shall be notified of what action has been taken. If no action has been taken, the teacher shall be informed of the reasons.

SECTION D: STUDENT ASSAULTS

Any cases of assault upon a teacher shall be promptly reported to the building principal. In the event that law enforcement or judicial authorities are involved in cases of assault upon a teacher or if any teacher is complained against or sued as a result of any action taken by the teacher while acting within the scope of employment, the School District will pay a reasonable and standard charge for a meeting with legal counsel of the teacher's choice to advise the teacher of his/her rights and obligations in such matter, provided that such protection is not available through the Organization or insurance coverage and if the teacher has not been negligent or at fault in the matter.

Time lost by a teacher in connection with any school related incident described above shall not be charged against the teacher if the teacher has not been held negligent or at fault.

SECTION E: TEACHER LIABILITY COVERAGE

Teachers shall be provided legal defense and comprehensive liability coverage in the amount of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence, in accordance with the terms and provisions of the School District's liability plan or policy. The School District shall provide the Organization President with a certification of coverage.

SECTION F: SPECIAL SERVICES

The School District will provide diagnostic evaluation, speech therapy, social work assistance, and other special

education services that may be required to assist in handling students with special problems.

SECTION G: TEACHER AIDES

Teachers and administrators may involve teacher's aides in:

1. Performance of noninstructional duties.
2. Assistance to them in instructionally related activities.

With respect to the use of teacher aides in the classroom, the teacher shall make the classroom education decisions, form lesson plans, select curriculum materials, formulate classroom objectives, and make any and all initial presentations of materials and concepts.

SECTION H: PERSONNEL FILE

Each teacher shall have the right upon request to review the contents of his/her own personnel files. A representative of the Organization may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Personal references and university or other recommendations such as normally sought at the time of employment or advancement are specifically exempt from review. The administrator shall in the presence of the teacher's authorized representative remove these credentials and confidential reports from the file prior to a review of the file by the teacher.

ARTICLE VI

ASSIGNMENTS, VACANCIES AND TRANSFERS

SECTION A: ASSIGNMENTS

The Superintendent, or his designee, shall give each teacher written notice of his/her tentative teaching assignment for the forthcoming school year five (5) working days prior to the end of the teacher work year. Should changes in assignment thereafter be made, the teacher shall be notified immediately, in writing, the reasons for the change. In no event shall changes in a teacher's assignment be made later than the 15th day of August preceding the commencement of the school year without good cause and the sufficiency of the cause shall either be subject to the grievance procedure or the teacher may resign his/her position in good standing. Any resignation shall be deemed to be for good cause for purposes under the Teacher Tenure Act.

Since students are entitled to be taught by teachers who are working within the area of their competence, teachers shall not be assigned or transferred outside the scope of their teaching certificates and their area of qualification as defined in Article XIIA. Provided, however, this provision may be waived for good cause upon written agreement of the Organization and the School District.

SECTION B: VACANCIES

A vacancy shall be defined as an assignment declared open for the forthcoming school year due to the death, retirement, dismissal or resignation of a teacher during the period of time from September 15th to June 30th of the current school year and which is not filled pursuant to the recall provisions of Article XII. The School District shall publicize the vacancy and provide for appropriate posting at least ten (10) days in every school building. A copy of the posting shall be sent to the President of the Organization at the last address provided by the Organization.

Teachers who are certified and qualified (as defined in Article XIIA) for the assignment, may bid on the vacancy during the ten (10) days of posting. The assignment shall be made to the bidding teacher for the next school year. If two (2) or more teachers bid on the vacancy, the award of the assignment shall be based on the competency, teaching experience and academic preparation in the subject area and/or grade level to be taught and the seniority of the applicants.

Vacancies that occur during the school year may be filled with outside personnel until the end of the school year.

SECTION C: TRANSFER REQUESTS

The transfer request form shall be the vehicle for entry of all data pertinent to the request by the teacher for transfer and shall be used by the Superintendent, or his designee, in considering the transfer.

1. Teachers who desire reassignment or transfer for the following year shall make the request known to the Superintendent's office by April 1st of the school year. Acknowledgement of the date of request shall be returned to the teacher.
2. The teacher shall complete, in triplicate, the transfer request form, which may be obtained from his/her supervisor or the Superintendent's office.
3. The supervisor shall discuss the transfer request with the teacher and enter his recommendation.
4. A transfer request shall be forwarded to the Superintendent's office by the supervisor.
5. From the Superintendent's office the request forms shall be forwarded to the receiving administrator who shall interview and make a written recommendation to the Superintendent's office.
6. Requests processed in the Superintendent's office will receive one of the following actions of which the teacher shall immediately be notified.
 - a. Approval: Transfer granted; copy forwarded to receiving supervisor.
 - b. Tentative approved: For vacancies which may develop prior to commencement of school.
 - c. Denial: Based upon criteria established in this Article.
7. A copy of the transfer request with a record of the final action shall be furnished to the teacher.

SECTION D: INVOLUNTARY TRANSFER TO POSITIONS/VACANCIES

An involuntary transfer is defined as movement of a teacher without consent from their assigned position during the school year to a position which is out of their present assigned subject area. No involuntary transfer shall be made, except in cases of emergency or to prevent undue disruption of the instructional program, prevent layoff or accommodate recall. In the event an involuntary transfer is made, the Superintendent shall notify the affected teacher

and the Organization, in writing, of the reasons for the transfer. If the teacher objects to the involuntary transfer, the teacher may file a transfer request form for their prior position. If the teacher objects to such involuntary transfer, he/she may submit the dispute for resolution through the professional grievance procedure, or he/she shall have the opportunity to resign his position in good standing. Any resignation under the foregoing provision shall be deemed to be for good cause for purpose of the Tenure Act.

SECTION E: TRANSFER TO SUPERVISORY POSITIONS

Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status, provided that seniority rights are consistent with Article XI, Seniority Rights.

SECTION F: EXTRACURRICULAR VACANCIES

Vacancies in extracurricular positions which arise at least thirty (30) days prior to commencement of the activity shall be posted for at least five (5) school days in every school building prior to being filled. All things being equal, the application from within the district shall be given preference. If teachers who are currently performing Schedule B positions do not sign to perform those duties by May 15, the position will be posted for application.

SECTION G: EXCLUSIVITY OF LAYOFF AND RECALL PROVISIONS

In the event of a reduction in personnel or recall, the provisions of this agreement regarding reductions in personnel and recall in Article XII shall be applied exclusively and shall supersede the provisions of this Article.

SECTION H: DRIVER EDUCATION VACANCIES

Members of the Organization shall be given preference for Driver Education vacancies. Vacancies in Driver Education positions which arise at least thirty (30) days prior to commencement of the course shall be posted for at least five (5) days in every school building prior to being filled.

ARTICLE VII

SCHOOL DAYS

SECTION A: GENERAL RESPONSIBILITIES

The teacher's regular workday shall include responsibility for supervision of the arrival and departure of students within the building, attendance at scheduled staff meetings, preparation for the performance of classroom responsibility, and availability for student and parent conferences. All teachers shall remain for a sufficient period after the close of the scheduled workday to attend to those matters which properly require attention at that time, including consultations with parents.

SECTION B: TIME SCHEDULE

All teachers in the secondary and middle schools shall have a six (6) hour and forty (40) minute day. All elementary schools shall have a six (6) hour and fifty-five (55) minute day. The workday shall not begin prior to 7:30 a.m. nor end later than 3:30 p.m. Duty time shall be continuous except for the scheduled lunch period. Secondary and middle schools will have approximately fifty-five (55) minute class periods of five (5) teaching periods per day.

Secondary (9-12) and middle school (5-8) teachers shall report to their schools ten (10) minutes before the opening of the pupils' school day. Elementary (grades K-4) teachers shall report to their schools thirty-five (35) minutes before the opening of the pupils' school day.

SECTION C: LUNCH

Each secondary and middle school teacher shall have twenty-five (25) minute duty-free lunch with a five (5) minute passing period before and after lunch. Each elementary teacher shall have duty-free lunch period of fifty (50) minutes with a five (5) minute passing period before and after lunch.

SECTION D: PLANNING PERIODS

Secondary and middle school teachers shall have at least five (5) unassigned planning periods per week of approximately fifty-five (55) minutes duration. Planning periods may be rotated to accommodate scheduling and need not provide staff with a common planning period.

Elementary teachers shall have a thirty (30) minute planning period prior to the opening of the pupil school day.

SECTION E: SPECIAL INSTRUCTION AND RECESS TIME

No elementary teacher shall be scheduled to be present in the classroom during the time students are receiving instruction from a specialist in the field of art, vocal music, or physical education. All such unassigned time shall be used as preparation time. All teachers shall accompany pupils to the specialist and remain until a learning atmosphere is established.

Recess periods, other than lunch recess, are considered a part of the instructional day in the elementary school. A ratio of one (1) teacher to three (3) classes shall be used to determine the supervision of such recesses. There may be one (1) recess per day per grade level, not to exceed fifteen (15) minutes.

SECTION F: SUBJECT MATTER PREPARATION PERIODS

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

SECTION G: EXTRA ASSIGNMENTS

No secondary or middle school teacher shall be required to extend his/her services beyond the limits established in this Article (VII), but a teacher may agree to such extended service provided he/she is compensated at one-sixth (1/6) of his daily rate of pay for each period taught beyond his schedule.

SECTION H: STAFF MEETINGS

Teachers shall attend any necessary meetings called by the principal, or department meetings called by department supervisors, provided that such meetings are scheduled for and held on Mondays immediately after school, and that attendance shall not be required more than three (3) meetings per month, each meeting lasting no longer than thirty-five (35) minutes. With the consent of the teachers involved, the limitations of this provision may be waived.

SECTION I: VOLUNTARY ATTENDANCE

Teacher attendance at Parent Teacher Organization meetings and open houses shall be voluntary.

SECTION J: PARENT TEACHER CONFERENCES

For grades K-4, four (4) one half days after the first marking period, and two (2) one half days after the third marking period shall be scheduled for the purpose of parent-teacher conferences. Two of these conferences may be held in the evening with one half day release time given for each evening conference. One of the half days of released time for the evening conference shall be given the Friday afternoon of the conference week.

For grades 5-8, two (2) one half days after the first marking period, and two (2) one half days after the third marking period shall be scheduled for the purpose of parent-teacher conferences. Two of these conferences may be held in the evening with one half day release time given on each evening conference. One of the half days of released time for the evening conference shall be given the Friday afternoon of the conference week.

For grades 9-12, two (2) one half days after the first marking period, and one half (1/2) day after the third marking period shall be scheduled for the purpose of parent-teacher conferences. These conferences may be held in the evening with one half day release time given on each evening conference. One of the half days of released time for the evening conference shall be given the Friday afternoon of the conference week.

SECTION K: SCHEDULED CALENDAR DAYS

For elementary teachers, one half (1/2) day at the end of the first, third and fourth marking periods for the purpose of marking report cards.

For middle school teachers, one half (1/2) day at the end of the first, third and fourth marking periods for the purpose of marking report cards.

For high school teachers, two (2) one half (1/2) days for exams at the end of each semester.

SECTION L: REPORTING UNAVAILABILITY FOR WORK

Teachers shall report their unavailability for work at least one (1) hour prior to their regularly scheduled reporting time. The School District shall provide a telephone answering device which will enable teachers to report their unavailability for work during the time when the switchboard is not in operation.

Once the teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute.

If a substitute does not satisfactorily carry out the duties to be assigned to him, the classroom teacher may request a review by the administration of the eligibility of that substitute.

SECTION M: CANCELLED STUDENT INSTRUCTION DAYS

If in the discretion of the Superintendent, or his designee, scheduled student instruction days are cancelled due to conditions not within the control of the School District, such as, by way of example, severe storms, fires, epidemics, or health conditions as defined by City, County or State authorities, the cancelled scheduled student instruction days shall be made up immediately following the last student attendance day and the teacher workdays will be advanced accordingly. All make-up days shall be without additional compensation. The School District and the organization may make up the cancelled days through mutually agreed upon alternatives. Provided, however, the first two (2) cancelled days shall not be made up if those days are counted as days of pupil instruction under the laws of the State of Michigan and the Rules and Regulations of the State Board of Education and the Department of Education.

ARTICLE VIII

WORKING CONDITIONS

SECTION A: STUDENT SUPERVISION

Each principal shall develop for his/her building a schedule for the supervision of students entering the building during the ten (10) minute period prior to the beginning of the pupil school day. This schedule shall require a ratio for supervision not greater than one (1) teacher to three (3) classes. Such ratio shall be based on the number of classes scheduled for the beginning of the student day. It is understood that this schedule will equally divide the responsibility for the supervision among all the teachers of the building.

SECTION B: TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Organization and the School District. It is also acknowledged that

the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insurance that the energy of the teacher is primarily utilized to this end.

SECTION C: CLASS SIZE

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

<u>1. ELEMENTARY</u>	<u>CLASS SIZE</u>
K-4	30 - *
Combination Grades	28 - *
<u>2. MIDDLE SCHOOL</u>	
5-6	30 - *
7-8	Secondary Sizes
<u>3. SECONDARY 9-12</u>	
English; Foreign Language)	
Social Studies)	
Business; Typing)	
General Education)	34
Mathematics)	
Science)	
Drafting)	
Industrial Arts)	
Vocational Shop)	28
Home Economics)	
Consumer and/or General Math	28
Physical Education)	
Hygiene)	40
Art	29
Reading Development	25
Computer Programming	30

*See Letter of Understanding No. 1.

4. To promote a successful mainstreamed learning environment for students identified as learning disabled and/or emotionally impaired, an equitable assignment of those students shall be made among the classes available to fulfill the student's schedule.

SECTION D: TEACHING FACILITIES

The School District shall provide:

1. A desk for each teacher assigned to a classroom and comparable facilities for each transient teacher. Lockable drawer space will be provided each teacher.
2. Suitable space for each teacher to store coats, overshoes and personal articles. The School District assumes no responsibility for lost or stolen personal property where a lockable space is provided.
3. Suitable chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use of all texts used in each of the courses he/she is to teach, together with any teaching manuals designated for such text.
5. Adequate materials required in the daily teaching responsibility, including one classroom dictionary.
6. A teacher reference library in the district.

SECTION E: BUILDING CONDITIONS

The School District shall make available in each school, lunchroom and lavatory facilities exclusively for employee use and at least one room, properly furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities shall be made in all future buildings, however, this paragraph shall not be construed to require construction of additional facilities in present buildings.

SECTION F: PARKING

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

SECTION G: MONEY COLLECTION

No teacher shall be required to supervise or collect monies for milk, pictures, albums or lunch or student insurance.

SECTION H: TELEPHONE

A telephone shall be made available in the teachers' lounge in each building. The School District shall assume responsibility for the basic instrument charge and local calls. All telephone service shall be restricted to local calls.

SECTION I: HEALTH AND SAFETY

Teachers shall not be required to work under hazardous conditions or to perform tasks which endanger their physical health or safety.

SECTION J: EARLY DISMISSAL

In the event that a student body of a building is dismissed during regular school hours for adverse conditions, teachers shall be permitted to leave at the time of such dismissal provided that the school grounds have been cleared of students.

SECTION K: SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be as set forth in Schedule C.

SECTION L: TRAVEL BETWEEN BUILDINGS

Whenever a teacher is required to travel between buildings as part of his/her daily schedule, that teacher will be allowed not less than fifteen (15) minutes for travel time between work stations from the ending time of one class to the beginning time of the next class.

SECTION M: STUDENT PROMOTION/RETENTION

The Organization recognizes by law that the Superintendent shall determine the promotion, retention and/or placement of the student. However, consideration shall be given to the teacher's written recommendation concerning such promotion or retention. The teacher shall receive prior written notice of any exception to the teacher's recommendation.

SECTION N: SUBSTITUTE PREFERENCE

Teachers may submit their preference of substitute to the building principal for consideration.

SECTION O: SUPERVISION OF STUDENT TEACHERS

Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such

student teacher simultaneously. The School District shall remit to the supervising teacher any monies received from the university which placed the student teacher.

SECTION P: SHARED TIME POSITIONS

The Superintendent may, in his discretion, approve shared teaching positions. Applications for a shared position during the first semester of a school year must be received by May 1st of the prior school year. Applications for a shared position during the second semester must be received by December 15 of that school year. Vacancies created by the establishment of shared teaching positions during the second semester of any school year will be posted. Teachers applying for and receiving a shared teaching position will remain in the position for a school year or the second semester of a school year.

Shared teaching positions shall be defined as two (2) teachers sharing a position for a school year on a daily basis or a semester each, which would otherwise have been a single assignment for one teacher. Each teacher sharing a position will receive a pro rata portion of his/her salary, as shown in Schedule B. Examples are as follows:

1. Two (2) teachers sharing a position for one (1) semester each would receive fifty (50%) percent of their full salary. Teachers teaching the first semester may have their salary paid for the first semester (approximately ten (10) pays), or the school year (approximately twenty (20) pays), or through the summer (twenty-six (26) pays). Salary would not begin for those teachers teaching the second semester until employment begins, and could be paid at the request of the teacher over the balance of the second semester and through the summer.
2. Two (2) teachers sharing a position on a daily basis will receive a pro rata salary based on the ratio of classes taught to the total classes normally assigned, i.e., two (2) of six (6) periods would equal 33-1/3% salary.
3. Two (2) kindergarten teachers sharing a position on a daily basis for the school year (one for AM and one for PM) will receive fifty (50%) percent of their full salary.

Teachers teaching full-time for one (1) semester would receive one-half the annual accumulated paid leave days granted to teachers in a full time assignment for a full

school year, with one (1) full day deducted for each full day's absence.

Teachers teaching each day (but less than a full day) would receive the same number of annual accumulated paid leave days granted to teachers in full-time assignments for a full school year and would lose one (1) full day for each day's absence. Should a shared time teacher who has accumulated days in his/her sick leave bank while teaching full-time and who is teaching less than a full day (each day) be absent more than thirteen (13) days during the school year, then beginning with the fourteenth (14th) day of absence, the deduction from that teacher's sick leave bank (which was accumulated through full-time work) would be pro rated based upon the teacher's assignment (one-half (1/2) day for one-half (1/2) time employment).

All shared time teachers will receive full insurance benefits.

Each teacher participating in an approved shared teaching position will continue to accrue seniority on a full-time basis. Experience on the salary schedule shall be granted according to the schedule in Article XV B.

Teachers participating in a shared teaching program must give notice to the Superintendent by March 1 of their desire to continue in a shared teaching position for the next school year. This notice is the responsibility of the individual teacher. In the event a teacher elects not to continue in a shared teaching position, the involved teachers will be assigned a full-time position for the following school year, subject to reduction in personnel.

ARTICLE IX

INSTRUCTIONAL IMPROVEMENT

SECTION A: INSERVICE

The School District and the Organization recognize that local inservice education is desirable. Therefore, teachers shall attend all regularly scheduled professional meetings, including institutes and workshops, when release time is provided. The Superintendent may designate portions of the normally scheduled school day for district, building or individual inservice educational workshops.

A minimum of two (2) one-half (1/2) district and/or building inservice days will be scheduled each school year. The

dates shall be determined at the discretion of the Superintendent.

SECTION B: CONFERENCE ATTENDANCE

Teacher attendance at conferences, workshops and conventions will be based upon the needs and interests of the District and teacher(s) and the financial limits allocated by the School District for such purpose or the funds available from other outside sources. Attendance may be granted upon the recommendation of the principal and the approval of the Superintendent, or his designee. The Superintendent, or his designee, shall determine at the time of approval the limits and items of expense which will be reimbursed by the School District and whether the teacher will attend without loss of compensation.

At the request of the Organization, and with the approval of the Superintendent, or at the request of the Superintendent, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs.

SECTION C: TEACHER EVALUATION

The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed and evaluated at least twice during the school year; at least once between October 1 and December 1, and once between January 15 and March 15. A second evaluation of a probationary teacher should not occur within sixty (60) days of the first. Tenure teachers should be observed and evaluated at least once every other year.

Evaluations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building or an administrator designated by the Superintendent who, in his opinion, is competent. If a teacher works in more than one building or under the direct supervision of a special area coordinator, he/she shall be evaluated by the principal of each building and a coordinator of that special area. Each observation shall be made in person, and one observation shall be for at least one full class session.

Within five (5) days of the last observation, at the request of either party, the administrator shall hold a conference with the teacher he observed and discuss his evaluation. The evaluation report shall state the reasons in support of any conclusions set thereon. Each teacher shall receive a

copy of his evaluation. The teacher may attach a statement providing additional pertinent information, if desired.

No later than March 30 of each school year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Superintendent, or his designee, will advise the teacher of the reasons therefor in writing.

SECTION D: PERSONNEL FILE/COMMUNICATIONS AND EVALUATIONS

All communications, including evaluations, by Crestwood administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion and signed by the teacher. Any complaint or other communication from nonprofessional sources not specifically brought to the attention of a teacher when received may not be used as a basis for subsequent disciplinary action. All notifications to the teachers covered in this paragraph shall be in writing.

ARTICLE X

CURRICULUM COUNCIL

SECTION A:

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

1. All such programs, textbooks and equipment must be presented to and discussed with the building, department or grade level staff affected by the proposed program. Such presentation shall be made verbally to the affected group preceded by a distribution of available school district printed information regarding proposed program.
2. Following the presentation and discussion, members of the affected building, department or grade level staff

may submit in writing to the Curriculum Council concurring and/or dissenting opinions. These opinions shall be forwarded in writing to the Curriculum Council prior to its consideration of the program.

3. Following implementation of stages (1) and (2) above, the proposed program shall be considered by the Curriculum Council. A recommendation will be developed by the Curriculum Council concerning the proposed program and will be forwarded to the Superintendent for presentation to the School Board, along with his/her own recommendations.
4. The decisions of this Council shall be reached by a majority vote of the members present; provided the teacher representatives comprise a majority of those in attendance.
5. The Council shall meet at least five (5) times a year.
6. The Council shall determine its procedure for efficient operation.

SECTION B:

The Council shall be composed of:

1. The Superintendent or his/her designee as chairman.
2. The Superintendent as ex-officio nonvoting member when not serving as chairman.
3. The principal of each school.
4. Two teachers elected from the high school level, two teachers elected from the middle school level, and one teacher from each elementary building.
5. One teacher of special education students.
6. Alternates may be elected to serve in the absence of a member who is unable to participate due to extenuating circumstances.
7. Teachers shall comprise a majority of the representatives on Curriculum Council.

SECTION C:

Matters for study by the Curriculum Council shall be initiated through the proper channels of communication as

determined by the Council as part of its organizational procedure.

SECTION D:

The School Board shall establish all instructional programs for the School District.

ARTICLE XI

SENIORITY

SECTION A: SENIORITY FOR EMPLOYEES HIRED AS OF JUNE 30, 1989

The parties have agreed to the seniority date of all teachers, and those qualified administrators, who were employed as of June 30, 1989. The seniority date of each is set forth on one of three separate lists. The first seniority list comprises those employees who were currently working on May 7, 1985 (hereinafter referred to as the "first list"). The second list comprises those employees who were on layoff as of May 7, 1985 (hereinafter referred to as the "second list"). The third list comprises those employees who were hired after May 7, 1985 (hereinafter referred to as the "third list"). As to those teachers and administrators listed on one of the first three lists, their seniority date shall be forever conclusive and final, except as modified by Section D below, as long as the listed teacher or administrator remains continuously employed by the School District. Any person whose continuous service was interrupted because of (1) resignation, (2) dismissal, (3) failure to return upon expiration of a leave of absence, (4) retirement, shall forfeit his/her original seniority date.

**SECTION B: SENIORITY FOR EMPLOYEES HIRED ON OR AFTER
JULY 1, 1989**

The seniority dates for new hires employed on or after July 1, 1989 (hereinafter referred to as the "fourth list") shall be in accordance with Section C below. The fourth list seniority dates shall be forever conclusive and final, except as modified by Section D below, as long as the employee remains continuously employed by the School District and the teacher does not object to his/her seniority date within ten (10) days after being first informed by the School District, in writing, of his/her seniority date.

SECTION C: DEFINITION OF SENIORITY FOR NEW HIRES

Seniority shall be defined, for those teachers employed on or after July 1, 1989, as the total years of service as an

employee of the School District in a bargaining unit position commencing from the first day worked as a regular contractual teacher (following the last date of hire), excluding all substitute work, whether day-to-day or permanent.

SECTION D: TEACHER/ADMINISTRATIVE SENIORITY

Administrative personnel employed by the School District after September 1, 1985 shall not accrue seniority in the bargaining unit, but shall retain all seniority previously accrued as a teacher in the bargaining unit should they subsequently return to a position in the bargaining unit from an administrative position. Administrative personnel employed by the School District prior to September 1, 1985 shall continue to accrue seniority.

ARTICLE XII

REDUCTION OF PERSONNEL

SECTION A:

In the event of a reduction of personnel, the School District shall, for purposes of layoff and recall only, first retain tenured teachers with the greatest seniority from the "first list", then shall retain tenured teachers with the greatest seniority from the "second list", then shall retain tenured teachers with the greatest seniority from the "third list", and lastly shall retain tenured teachers with the greatest seniority from the "fourth list"; provided, however, that the teachers retained, regardless of the particular "list", are certified and qualified to teach the available positions. Certified is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels. Qualified is defined as:

1. For positions at the secondary level: possessing at least twenty-four (24) semester hours of academic preparation in the subject area to be taught and in compliance with the accreditation standards of the North Central Association of colleges and Schools. In a reduction of personnel, if a teacher possesses at least eighteen (18) semester hours of academic preparation in the subject area to be taught, the teacher shall be eligible for initial placement in an available position and allowed one (1) school year grace period within which to acquire the necessary academic preparation to meet the twenty-four (24) semester hours requirement and comply with the accreditation standards of the North Central Association of Colleges and Schools.

Proof of the necessary academic preparation and compliance with the accreditation standards must be filed with the School District no later than February 1 prior to the end of the grace period.

2. For positions at the seventh and eighth grade levels in Social Studies, Language Arts, Math or Science: possessing academic preparation in the subject area to be taught of at least eighteen (18) semester hours or previous teaching experience of at least two (2) years in the Crestwood School District (inclusive of experience gained in any annexed school district) in the subject area to be taught. For all other positions at the seventh and eighth grade levels, specific certification in the subject area to be taught is necessary.

In a reduction of personnel, if a teacher possesses at least ten (10) semester hours of academic preparation in the subject areas to be taught, the teacher shall be eligible for initial placement in the available position and allowed one (1) school year grace period to meet the semester hour requirement. Proof of the necessary academic preparation and compliance with the accreditation standards must be filed with the School District no later than February 1 prior to the end of the grace period.

3. For positions at the elementary levels: possessing elementary certification, except for positions in special teaching areas such as Art, Physical Education, Vocal Music and Instrumental Music, for which the teacher must possess specific certification in the subject to be taught and meet the requirements of any federally funded or state aid program.

When two or more teachers employed prior to August 1, 1986 are equal in the above criteria, the teachers shall be given preference in rank order according to:

1. Advanced academic degrees related to the subject area to be taught;
2. Other advanced degrees;
3. Total semester hours of academic preparation in the subject area to be taught;
4. Full-time equivalent teaching experience in the Crestwood School District (inclusive of any experience gained in any annexed school district);

5. Verifiable teaching experience in other educational institutions on file with the Crestwood School district;
6. Ranking by drawing of straws.

Teachers hired after August 1, 1986 on the same date shall be ranked in seniority by drawing of straws.

SECTION B:

No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of the said layoff at least forty-five (45) days in advance.

SECTION C:

The School District shall furnish to the Organization a personnel list enumerating the seniority, certification and majors and minors of all teachers prior and pursuant to any reduction in personnel as defined in the Article.

SECTION D:

Tenure teachers on layoff shall be recalled in order of greatest seniority, in accordance with the lists priorities, to the next available position for which they are certified and qualified as defined in Section A above.

ARTICLE XIII

DEPARTMENT CHAIRPERSONS

SECTION A: DEFINITION

The Superintendent may appoint, in his discretion, department chairpersons in one or more of the following secondary subject areas:

1. English and Foreign Language
2. Social Studies
3. Science
4. Math
5. Business
6. Practical Arts

SECTION B: WAGES AND RELEASE TIMES

An appointed department chairperson shall receive \$2,000.00 per school year for the duties performed in that position or an hour of release time each day, whichever method is determined by the Superintendent.

SECTION C: SELECTION

Department chairpersons shall normally be appointed for a one (1) year term. Any secondary teacher may apply for the department chairperson positions. After all applications have been received, the administration shall select a department chairperson from the applicants.

SECTION D: DUTIES OF DEPARTMENT CHAIRPERSONS

1. Review lesson plans with all teachers in the department and establish procedures for the development of common goals and objectives for instructional improvement by teachers in their department.
2. Review all textbooks and recommend the purchase of supplementary textbooks and professional publications to the building principal.
3. Prepare and administer the department budget after consultation with the teachers in the department.
4. Maintain an inventory of the equipment and supplies within the department and administer the use of these materials.
5. Meet with the building principal to recommend revisions, deletions and new courses in the curriculum for that department.
6. Plan and conduct regularly scheduled department and subject area meetings; submit minutes of the meetings to the building principal.
7. Develop public relation promotions for the department such as displays, exhibits, special programs and news releases.
8. Provide orientation for all substitute teachers on a daily basis and provide the substitute with lesson plans, textbooks and all other materials necessary to successfully complete daily lessons.
9. Provide orientation for new teachers within the department including instruction as to how to obtain

materials (necessary for that teacher's classes and assist the teacher when obtaining other supplies necessary).

10. Investigate and introduce modern teaching techniques, including review of professional periodicals necessary to promote ideas for improving the quality of education. The department chairperson shall also be responsible for informing the teachers within that department of professional articles and books which may be available for their study.
11. Assist the building principal in selection of teachers for that department through interviews, evaluations of teachers credentials, and written recommendations.
12. Attend all meetings, open houses, parent nights, orientation, citizen meetings, staff meetings, etc.
13. Assist in the development of the master schedule for teaching assignment, number of sections, and course offerings, and consult with the department staff regarding these recommendations.
14. Actively participate in the North Central Association Self Study and assist the North Central Association Visiting Team.

SECTION E: MISCELLANEOUS

Department chairpersons shall not be considered administrative personnel and shall not be responsible nor empowered with the ability to discipline other bargaining unit members.

Department chairpersons shall only be asked to act as substitute teachers in emergency situations.

Department chairpersons shall not have teacher tenure in the position of department chairperson and may be removed from the position during the school year in the discretion of the Superintendent.

The Superintendent, or his designee, may add to or delete from the prescribed duties set forth in Section D above.

ARTICLE XIV

LEAVES

SECTION A: PAID LEAVE

1. Annually at the beginning of the school year, each previously employed full-time teacher, continuing from the previous school year or a leave of absence, shall be provided a total of thirteen (13) days leave with pay to be used as protection against loss of income because of absence due to personal illness or accidental injury. Newly employed full-time teachers shall be provided an initial grant of four (4) days leave effective September 15 and a subsequent grant of four (4) days leave effective February 15 of their first school year of employment to be used only as protection against loss of income because of absence due to personal illness or accidental injury. All earned but unused leave days shall be cumulated to one hundred forty (140) days maximum accumulation. Days accumulated while teaching less than full-time and subsequently withdrawn shall be used as the portion of the work day the teacher worked when earned. At the beginning of the school year, each teacher shall be provided with a statement of their accumulation as of the end of the previous school year.

Teachers who must leave during the work day because of sudden personal illness or accidental injury shall be charged with use of leave for the portion of the work day missed to the nearest one-sixth (1/6) of a work day.

The following requirement and procedures shall apply to all teachers:

- a. All teachers aware of an impending period of physical disability or illness shall notify the administration of such as soon as possible. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date and duration of disability or illness. Said notification shall be filed with the Superintendent of Schools.

The teacher may be required to furnish medical certification of continued ability to perform the duties of employment once a month following initial notification.

To receive sick leave payment, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties.

- b. A physician's certification verifying the physical illness or disability may be required when absences extend beyond three (3) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.
2. Each previously employed teacher may use a maximum of three (3) days leave with pay per school year to attend to matters of an urgent nature, which require the personal presence of the teacher and cannot reasonably be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available under this Agreement. Such leave absolutely shall not be granted to participate in the affairs and business of the Organization, to engage in ventures for profit, to render services to another employer or organization, or to engage in recreational activity or competition of any sort. Such leave shall not be used the day before or after a holiday or vacation period. Such leave shall be deducted from the teacher's personal illness leave. Prior approval of the administration must be secured at least forty-eight (48) hours in advance of the time needed for such leave. In cases of emergency, which precludes at least forty-eight (48) hours advance notice, the administration may waive such notice. To receive payment for such days, the teacher must submit a statement on the form attached to this Agreement as Appendix A, certifying the matter as urgent, requiring their personal presence and containing a general statement of the nature of the matter.
3. Full-time teachers may use a maximum of two (2) days leave with pay per occurrence to attend the funeral of a member of the teacher's immediate family. The Superintendent, at his discretion, may approve the use of additional days if required. Such days shall be deducted from the teacher's accumulated personal illness leave. Immediate family is defined as the teacher's spouse, children (natural or adoptive), father, mother, brother, sister, grandfather, grandmother and spouse's parent (natural or adoptive).
4. A teacher called for jury duty, other than the grand jury, or under subpoena to give testimony before any judicial or administrative body, shall be compensated for the difference between the teacher's pay and the

compensation received by the teacher from the judicial or administrative body or responsible party, as certified by the judicial or administrative body. Such time shall not be charged against a teacher's personal illness leave.

5. A teacher receiving benefits pursuant to the Michigan Worker's Compensation Act for a compensable injury arising out of and in the course of employment shall be paid one-half (1/2) of a day's pay deducted from their personal illness leave accumulation, for each day the teacher would have been working but for the injury, for the period of the benefits, but not to exceed beyond a sixty (60) working day period.

SECTION B: UNPAID LEAVE

Teachers may submit requests for leaves of absence without pay to the School District for consideration. The requests shall be in writing on the application provided by the School District and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the School Board. The School Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The School Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Upon the return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching in the district during the leave.

Upon the submission of a request by a teacher, the School District shall grant a leave of absence for the reasons and under the conditions as follows:

1. A military leave of absence shall be granted to any teacher who is drafted into any branch of the armed forces of the United States for the period of time the teacher is required to remain in the armed forces. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and credited with seniority rights as if the teacher had been teaching in the district during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.
2. A leave of absence shall be granted to any teacher for the purpose of serving in a public office for one (1)

term of office. The leave shall commence no earlier than the date of assuming office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching in the district during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.

3. A leave of absence of up to one (1) year duration shall be granted to any teacher for the purpose of caring for a member of the immediate family, who is critically ill or disabled. Immediate family shall be defined as husband, wife, children, father, mother, brother, sister or grandparents. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching in the district during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.
4. A leave of absence shall be granted to a teacher, who is medically certified as physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated personal illness leave or paid leave for Worker's Compensation injuries, for the duration of the illness or disability, but not to exceed one (1) year. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.
5. A maternity leave of absence shall be granted, to a teacher selecting not to use personal illness leave for childbirth, for the purpose of childbirth and subsequent childcare, for a duration of up to one (1) year. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching during the leave, if return after initial year of leave. Extensions shall not accrue seniority.

6. A leave of absence shall be granted to a teacher adopting an infant child for the purpose of childcare, for a duration of up to one (1) year, which shall commence upon the entry of a court order awarding custody to the adoptive parent. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.

SECTION C: ALL UNPAID LEAVES OF ABSENCE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS

1. All leaves of absence shall not be extended unless specifically approved by the School Board.

No seniority shall accrue while on an extension of a leave of absence beyond the initial year of the leave unless otherwise specifically provided by law or elsewhere in this Agreement.

2. Upon return from leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave, unless otherwise specified.
3. Except in emergencies which preclude such notice, the School District shall be provided notice of request for leave sixty (60) days in advance.
4. Prior to returning from leave, the School District may request a physician's statement regarding the teacher's physical fitness for employment.
5. Unless otherwise arranged with and approved by the School Board, leaves of absence shall be for the remainder of a semester or school year or full semester or school year, except in health-related situations where an earlier return may be approved by the Superintendent.

SECTION D: SABBATICAL LEAVE

The School Board may grant a teacher a sabbatical leave for such period of time, under such conditions and with such rights as are specified in Section 1235 of the School Code of 1976.

ARTICLE XV

PROFESSIONAL COMPENSATION

SECTION A: SALARIES

The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.* Such salary schedule shall remain in effect during the term of this Agreement.

Teachers' salaries shall be paid in twenty-one (21) bi-weekly pays or, at the option of the teacher, twenty-six (26) bi-weekly pays. Notification by the teacher of the election to take twenty-six (26) bi-weekly pays must be received by the payroll office by the first teacher work day. The first pay day for the 1989-90 school year shall be September 8. The first pay day for the 1990-91 school year shall be September 7. The twenty-first (21st) pay day shall fall on the last day of the school year.

If a pay day should fall on a day when teacher attendance is not required during the school year, teachers shall receive their pay on the last teacher attendance pay prior to the holiday.

SECTION B: COMPENSATION CREDIT FOR PROFESSIONAL EXPERIENCE

All teachers shall be given full credit on the salary schedule for up to five (5) years of teaching experience outside the Crestwood School District upon verification of previous professional experience from former employer(s). All teachers shall be given full credit on the salary schedule for years of teaching experience in the Crestwood School District. Teachers may be given credit up to five (5) years on the salary schedule for other teaching-related outside experience upon approval of the Superintendent of Schools.

150 days	= 1 year
75-149 days	= 1/2 year
74 days or less	= No experience credit granted

SECTION C: PAYMENT FOR GRADUATE CREDIT HOURS

Compensation for each additional semester hour earned prior to September 1st of each year shall be paid as follows -- provided that transcripts for the course work are submitted by November 1st:

*See Letter of Understanding No. 2.

2. After BA, additional compensation will be paid for completed blocks of 8, 18 and 30 graduate hours. No additional compensation will be paid until a Master's degree is achieved.
3. After MA, additional compensation will be paid for completed blocks of 8, 18 and 30 graduate hours. No additional compensation will be paid until a double Master's (MA/MA) or Specialist's degree is achieved.
4. Compensation for graduate hours beyond a degree shall be \$25 per hour for those hours in compliance with 2 and 3 above, provided such work is completed, after obtaining the degree, at an accredited graduate school.
5. All members of the staff as of August 1, 1977, shall be paid \$25 per graduate hour for each hour earned prior to September 1, 1977. Future hours must comply with the above provisions.
6. No additional hours will be paid for after a Master's + 30, or Educational Specialist degree.

SECTION D: EDUCATION SPECIALIST DEGREE

One Thousand (\$1,000.00) Dollars above the Master's degree shall be paid for the Educational Specialist degree and/or a Specialist degree in the major subject area in which the person is teaching.

SECTION E: EXTRACURRICULAR ASSIGNMENTS

A teacher involved in extracurricular assignments set forth in Schedule B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions thereof.

ARTICLE XVI

INSURANCE PROTECTION

The School District shall provide, without cost, to all full-time teachers the following insurance benefits:

SECTION A: HEALTH

Coverage for hospital-surgical-medical benefits shall be as provided under the Blue Cross/Blue Shield coverage in effect July 1, 1982. The Employer may provide alternative coverage through a Health Maintenance Organization (HMO) as an option which employees may elect, the cost of which shall not

exceed the premium to be paid for the employee under the Blue Cross/Blue Shield coverage.

SECTION B: DENTAL

Coverage for dental benefits shall be comparable to that in effect July 1, 1982, providing eighty (80%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for the orthodontics with a Seven Hundred Fifty (\$750) Dollar calendar year maximum on routine and major treatment and Seven Hundred Fifty (\$750) Dollar lifetime maximum on orthodontics, each per member of the family. Said plan to cover the employee and dependents. Dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

SECTION C: LIFE

Effective on the first day of the next month following thirty (30) days after ratification of this Agreement, each teacher shall be provided group term life insurance protection in an amount of Thirty-Five Thousand (\$35,000.00) Dollars payable to the designated beneficiary upon death.

SECTION D: LONG TERM DISABILITY COVERAGE

The Employer shall make payment of premiums for a long term disability insurance plan for each teacher eligible for coverage, meeting all requirements for active at-work employment, the benefits of which shall provide a monthly benefit at the rate of sixty (60%) percent of the monthly Schedule A salary of the teacher at the point of disability, not to exceed a monthly benefit of Two Thousand (\$2,000.00) Dollars, which shall commence after the teacher has exhausted all of his/her accumulated paid leave or a sixty (60) calendar day waiting period, whichever is the longer period of time. The monthly benefit shall be subject to standard offsets, exclusions, exemptions and limitations, including a two (2) year limitation for drug abuse/alcoholism and nervous/mental conditions and limited benefits for disabilities occurring after attaining the age of sixty (60) years as permitted by the Age Discrimination in Employment Act.

SECTION F: PERIOD OF COVERAGE

Premiums for insurance protection shall be paid for the period September 1 to August 31 of each year. Teachers who fulfill their contractual teaching obligation for the school year shall be provided coverage through August 31. Exceptions to these provisions are: (1) newly hired teachers

will have coverage commencing no later than the first of the month following a thirty (30) day waiting period; (2) teachers who are discharged, or cease their teaching duties prior to conclusion of the school year, shall not be covered beyond the last date employed.

SECTION G: COVERAGE - LEAVE OF ABSENCE

A teacher on an approved unpaid leave of absence may purchase the hospital-medical-surgical benefits provided in this Article, as a member of the employees group, at the rate determined by the insurance company. The monthly premium is to be delivered to the business office by at least the 15th of each month. The first payment shall be equal to two (2) monthly amounts, and all subsequent payments are to be for the monthly premium.

ARTICLE XVII

RETIREMENT

SECTION A:

The Board may adopt a mandatory retirement policy which requires retirement of teachers at the minimum age permitted by law.

SECTION B:

A retirement stipend of One Thousand (\$1,000.00) Dollars shall be provided to all teachers retiring from the Crestwood School District under the provisions of the Michigan Public School Employee Retirement System with ten (10) years or more of teaching in the district. Such stipend shall be paid only after the expiration of one (1) year from the date of retirement upon the condition that no unemployment compensation claim has been filed by the teacher against the School District. In the event of death of the retiree prior to the expiration of the one (1) year waiting period, the stipend shall be paid to the estate of the retiree.

ARTICLE XVIII

GRIEVANCE PROCEDURE

SECTION A:

A grievance is defined as a written complaint by a member of the bargaining unit that administrative action, discipline

or policy has resulted in a violation, misinterpretation or misapplication of the terms and conditions of this Agreement. The following matters and issues shall not constitute a grievance subject to this procedure, notwithstanding being addressed or mentioned elsewhere in this Agreement.

1. The termination of services of or failure to re-employ any tenure or probationary teacher and/or the placing of a non-tenure teacher on a third year of probation;
2. Any matter within the appeal jurisdiction of the State Tenure Commission or any action requiring a hearing before the School District pursuant to the Teacher Tenure Act.
3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule;
4. The content of a teacher's evaluation. This does not preclude grieving an action resulting from an adverse evaluation;
5. Any matter for which there is a specified procedure and/or administrative agency for recourse according to state or federal laws, provided that the School District shall grant a hearing for these matters within twenty (20) days of receipt of a request, in writing, except where the School District is otherwise obligated by law to provide a hearing pursuant to a specified procedure.

SECTION B:

The Organization shall designate one (1) representative per building to handle a grievance when requested by the grievant. The School District hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent, or his designated representative, to act at Level Two as hereinafter described. The Superintendent may provide release time to Organization officials for the processing of grievances.

SECTION C:

The grievant shall have the right at all times during the grievance procedure to have an Organizational representative present.

SECTION D:

The term "days" as used herein shall mean business days in which the School District is in operation, excluding Christmas and Spring recess.

SECTION E:

Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation, if known;
6. It shall specify the relief requested.

The grievance shall be submitted on the grievance form attached to this Agreement as Appendix B.

SECTION F:

The Organization shall be granted up to ten (10) days of released time during the school year to be used by the Organization officials and/or the grievant, at its discretion, for the purpose of preparation and presentation of grievances at the mediator level.

SECTION G:

No record whatsoever shall appear in the personnel file of any teacher indicating his/her institution or pursuit of proceedings under this Article. No teacher shall be discriminated against on the basis of his/her institution or processing a proceeding under this Article.

SECTION H:

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the School District (except a grievance involving a remedy directly benefiting

the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

SECTION I:

The Organization shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval, in writing.

SECTION J:

The Organization shall have the right to initiate a grievance in its own behalf for matters which affect its rights under the Agreement.

SECTION K:

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

SECTION L:

Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the Grievance Procedure until resolution.

GRIEVANCE PROCEDURE:

LEVEL ONE: Informal Procedure

A teacher alleging a violation of the express provisions of this contract shall, within twenty (20) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

LEVEL TWO: Formal Grievance Procedure

The grievant may invoke Level Two of this grievance procedure by presenting the grievance, in writing, to the Organization and to his/her principal or supervisor.

Within five (5) days of receipt of the written grievance, the grievant's principal or supervisor shall state his/her decision, in writing, concerning the grievance, together with the supporting reasons therefor and furnish one (1) copy to the grievant and one (1) copy to the Organization.

In the event the Organization is not satisfied with the disposition of the grievance by the building principal or supervisor, or if no decision has been rendered within five (5) days after presentation of the Formal Grievance, it may file the written grievance and the decision of the building principal or supervisor if there is one with the Superintendent's office within five (5) days.

The Superintendent's office shall schedule a meeting with the grievant and the Organization representative within five (5) days of the receipt of the grievance. Within five (5) days after said meeting, the Superintendent's office shall issue a written decision and furnish one (1) copy to the grievant and one (1) copy to the Organization representative.

LEVEL THREE: ARBITRATION

In the event the Organization is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been rendered within the time lines for decision at Level Two, the Organization may refer the grievance to arbitration by filing a Demand for Arbitration, within ten (10) days of the Level Two disposition, with the American Arbitration Association, whose Voluntary Arbitration Rules shall govern the arbitration selection process and the conduct of the hearing. The arbitrator shall render a decision and remedy, if appropriate, based upon the interpretation of this Agreement and shall have no authority or power to alter, modify, add to, subtract from or ignore any of the terms of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the School District's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power to reverse or modify a discretionary decision of the School District or its administration where the ability to exercise managerial discretion is not expressly and clearly limited by the terms of this Agreement.

The decision of the arbitrator shall be final and binding, provided the decision is within the arbitrator's scope of authority as set forth herein.

Specifically, the arbitrator shall have no authority or power to render a decision in cases which are matters and issues not constituting grievance subjects as listed in Section A, 1-5, of this Article and such cases are expressly excluded from arbitration.

The fees and expenses of the arbitrator shall be apportioned as follows:

1. If the grievance is fully denied, the Organization shall be responsible for the fees and expenses.
2. If the grievance is fully granted, the School District shall be responsible for the fees and expenses.
3. If the grievance is denied in part and granted in part, the arbitrator shall apportion the responsibility for the fees and expenses between the parties on a percentage basis according to the degree to which each party did not prevail in its position.

ARTICLE XIX

CONTINUITY OF OPERATIONS

SECTION A:

The Organization agrees that it, its officers, its agents or its membership shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Employment Relations Act.

SECTION B:

The Organization agrees that in the event that any teacher engages in such strike activity or job action of any sort, it will act immediately and diligently to persuade the teacher to return to the full, faithful and proper performance of the duties of employment by sending notice to the teachers individually and publishing notice to the School District community that the Organization disapproves and repudiates the activity and that those involved should cease and return to work immediately.

SECTION C:

Should the Organization fail to adhere to the provisions of this Article, it shall assume liability for any damages, liabilities or costs incurred by the Crestwood School District attributable to such failure and shall forfeit its rights, privileges and benefits pursuant to this Agreement.

ARTICLE XX

NEGOTIATION PROCEDURE

Upon request of either party, on or after March 1, preceding the termination of this Agreement, negotiations shall commence, not later than thirty (30) days after receipt of such request by the other party, for the purpose of fulfilling the mutual obligation to negotiate in good faith regarding a successor Agreement. Neither party shall be obligated to engage in such negotiations prior to such request.

ARTICLE XXI

DURATION OF AGREEMENT

SECTION A:

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the School District and the Organization. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the School District and the Organization. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION B:

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

SECTION C:

Any individual contract between the School District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreement to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, during its duration, this Agreement shall be controlling.

SECTION D:

In the event of any conflict arising between the policies, rules and regulations of the School District and the provisions of this Agreement, the terms set forth herein shall prevail.

SECTION E:

This Agreement shall become effective upon ratification by a majority of the School Board and the membership of the Organization and shall continue in effect through the 31st day of August, 1991, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

RATIFIED: 07/10/89

RATIFIED: 07/10/89

President, Board of Education
Crestwood School District

President
Crestwood Teachers' Organization

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE A

Salary Schedule--1988-89 1st Semester

Bachelor's Degree			Master's Degree		
Step			Step		
Yrs. Exp.	*Code	Base	Yrs. Exp.	*Code	Base
0	0	\$21,027	0	0	\$23,326
0.5	1	21,609	0.5	1	24,219
1	2	22,202	1	2	25,113
1.5	3	22,793	1.5	3	26,006
2	4	23,385	2	4	26,901
2.5	5	23,976	2.5	5	27,794
3	6	24,569	3	6	28,688
3.5	7	25,160	3.5	7	29,581
4	8	25,752	4	8	30,475
4.5	9	26,343	4.5	9	31,368
5	10	26,936	5	10	32,262
5.5	11	27,527	5.5	11	33,155
6	12	28,119	6	12	34,049
6.5	13	29,740	6.5	13	34,942
7	14	30,332	7	14	35,836
7.5	15	30,924	7.5	15	36,729
8	16	31,516	8	16	37,623
8.5	17	32,107	8.5	17	38,516
9	18	32,699	9	18	39,410
9.5	19	33,291	9.5	19	40,303
10	20	33,898	10	20	41,201

*Computer Code

1st sem 88-89
8951

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE A

Salary Schedule--1988-89 2nd Semester

Bachelor's Degree			Master's Degree		
Step			Step		
Yrs. Exp.	*Code	Base	Yrs. Exp.	*Code	Base
0	0	\$21,844	0	0	\$24,232
0.5	1	22,449	0.5	1	25,160
1	2	23,064	1	2	26,089
1.5	3	23,678	1.5	3	27,016
2	4	24,293	2	4	27,945
2.5	5	24,907	2.5	5	28,873
3	6	25,523	3	6	29,802
3.5	7	26,137	3.5	7	30,729
4	8	26,752	4	8	31,658
4.5	9	27,366	4.5	9	32,586
5	10	27,982	5	10	33,515
5.5	11	28,596	5.5	11	34,442
6	12	29,211	6	12	35,371
6.5	13	30,895	6.5	13	36,299
7	14	31,510	7	14	37,227
7.5	15	32,125	7.5	15	38,155
8	16	32,740	8	16	39,084
8.5	17	33,354	8.5	17	40,012
9	18	33,969	9	18	40,940
9.5	19	34,583	9.5	19	41,868
10	20	35,215	10	20	42,801

*Computer Code

2nd sem 88-89
8951

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE A

Salary Schedule--1989-90

Bachelor's Degree			Master's Degree		
Step			Step		
Yrs. Exp.	*Code	Base	Yrs. Exp.	*Code	Base
0	0	\$22,936	0	0	\$25,444
0.5	1	23,571	0.5	1	26,418
1	2	24,217	1	2	27,393
1.5	3	24,862	1.5	3	28,367
2	4	25,508	2	4	29,342
2.5	5	26,152	2.5	5	30,317
3	6	26,799	3	6	31,292
3.5	7	27,444	3.5	7	32,265
4	8	28,090	4	8	33,241
4.5	9	28,734	4.5	9	34,215
5	10	29,381	5	10	35,191
5.5	11	30,026	5.5	11	36,164
6	12	30,672	6	12	37,140
6.5	13	32,440	6.5	13	38,114
7	14	33,086	7	14	39,088
7.5	15	33,731	7.5	15	40,063
8	16	34,377	8	16	41,038
8.5	17	35,022	8.5	17	42,013
9	18	35,667	9	18	42,987
9.5	19	36,312	9.5	19	43,961
10	20	36,976	10	20	44,941

*Computer Code

1989/90
8951

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE A

Salary Schedule--1990-91 1st Semester

Bachelor's Degree			Master's Degree		
Step			Step		
Yrs. Exp.	*Code	Base	Yrs. Exp.	*Code	Base
0	0	\$23,624	0	0	\$26,207
0.5	1	24,278	0.5	1	27,211
1	2	24,944	1	2	28,215
1.5	3	25,608	1.5	3	29,218
2	4	26,273	2	4	30,222
2.5	5	26,937	2.5	5	31,227
3	6	27,603	3	6	32,231
3.5	7	28,267	3.5	7	33,233
4	8	28,933	4	8	34,238
4.5	9	29,596	4.5	9	35,241
5	10	30,262	5	10	36,247
5.5	11	30,927	5.5	11	37,249
6	12	31,592	6	12	38,254
6.5	13	33,413	6.5	13	39,257
7	14	34,079	7	14	40,261
7.5	15	34,743	7.5	15	41,265
8	16	35,408	8	16	42,269
8.5	17	36,073	8.5	17	43,273
9	18	36,737	9	18	44,277
9.5	19	37,401	9.5	19	45,280
10	20	38,085	10	20	46,289

*Computer Code

1st sem 90-91

8951

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE B

1988-1991

Extra-Curricular Positions and Stipends

Crestwood High School

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Head Football Coach	\$3,000	\$3,150	\$3,308
Assistant Football Coach	2,000	2,100	2,205
Head Basketball Coach	2,400	2,520	2,646
Assistant Basketball Coach	1,400	1,470	1,544
Head Track Coach	1,491	1,566	1,644
Assistant Track Coach	1,107	1,162	1,220
Soccer Coach	1,419	1,490	1,565
Head Baseball Coach	1,419	1,490	1,565
Assistant Baseball Coach	1,100	1,155	1,213
Head Softball Coach	1,419	1,490	1,565
Assistant Softball Coach	1,100	1,155	1,213
Head Volleyball Coach	1,762	1,850	1,943
Assistant Volleyball Coach	1,405	1,475	1,549
Swimming Coach	1,762	1,850	1,943
Assistant Swimming Coach	1,068	1,121	1,177
Wrestling Coach	1,762	1,850	1,943
Assistant Wrestling Coach	1,068	1,121	1,177
Cheerleader Coach	1,762	1,850	1,943
Assistant Cheerleader Coach	1,132	1,189	1,248
Cross Country Coach	1,212	1,273	1,337
Golf Coach	1,100	1,155	1,213
Tennis Coach	1,100	1,155	1,213
Pom Pon Sponsor	1,762	1,850	1,943
Assistant Pom Pon Sponsor	1,132	1,189	1,248
Flag Corp Sponsor	981	1,030	1,082
Annual Sponsor	1,000	1,050	1,103
Newspaper Sponsor	981	1,030	1,082
Senior Class Sponsor	1,000	1,050	1,103
Junior Class Sponsor	517	543	570
Sophomore Class Sponsor	464	487	511
Freshman Class Sponsor	464	487	511
Student Council Sponsor	1,000	1,050	1,103
National Honor Society	1,000	1,050	1,103
Olympics of Mind	464	487	511
Musical Coach (per production)	663	696	731
Drama Coach (per production)	663	696	731
Talent Show (per person)	232	244	256
Band/Marching Band Director	2,573	2,702	2,837
Audio Visual Director	1,193	1,253	1,316
Driver Education Coordinator	1,325	1,391	1,461
Clubs	350*	368	386
Driver Education Instructor (per hour)	13.50	14.17	14.87

schedule b chs

6/2/89

*See Letter of Understanding No. 3.

**CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN**

SCHEDULE B

1988-1991

Extra-Curricular Positions and Stipends

Riverside Middle School

	<u>1986-89</u>	<u>1989-90</u>	<u>1990-91</u>
Head Football Coach	\$1,391	\$1,461	\$1,534
Assistant Football Coach	1,193	1,253	1,316
Head Basketball Coach	1,378	1,447	1,519
Assistant Basketball Coach	1,193	1,253	1,316
Soccer Coach	1,378	1,447	1,519
Head Track Coach	1,378	1,447	1,519
Assistant Track Coach	956	1,004	1,054
Head Baseball Coach	1,193	1,253	1,316
Head Softball Coach	1,193	1,253	1,316
Volleyball Coach	1,378	1,447	1,519
Cheerleader Coach	1,378	1,447	1,519
Intramural Coach (per event)	352	370	389
Newspaper Sponsor	762	800	840
Jazz Band	464	487	511
Olympics of the Mind/Science Olympiad	(464)	487	511
Clubs	300*	315	331
Computer Club	464	487	511
Variety Show (per production)	820/300	861/315	904/331
Audio Visual Coordinator	1,127	1,183	1,242

schedule b rms
6/1/89

*See Letter of Understanding No. 3.

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE B

1988-1991

Extra-Curricular Positions and Stipends

Elementary Schools

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Music Director	\$464	\$487	\$511
Science Olympiad	464	487	511

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6/9/89

**CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN**

SCHEDULE C

1989-90 SCHOOL CALENDAR

August						
20	21	22	23	24	25	26
27	28	29	30	31		2

September 1989						
S	M	T	W	T	F	S
					1	-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
						20

October						
1	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				
						22

November						
		1	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		
						20

December						
				1	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						
						16

January 1989						
-1	-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			
						17

February 1990						
S	M	T	W	T	F	S
					1	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		
						15

March						
					1	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						
						22

April						
1	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					
						15

May						
			1	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	
						22

June						
					1	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
						9

- Aug 28) Teacher Attendance
- 29) No Instruction
- 30) Students Report
- Sept 4) Labor Day
- 29) Fourth Friday
- Nov 23) Thanksgiving Day
- 24) " Holiday
- Dec 22) End of Day--Winter Recess Begins
- Jan 8) Return from Winter Recess
- 19) Record Day--No Instruction
- Feb 16) End of Day--Mid-Winter Recess Begins
- 26) Return from Mid-Winter Recess
- Apr 12) End of Day--Spring Recess Begins
- 23) Return from Spring Recess
- May 28) Memorial Day Observed
- June 13) Last Day for Students
- 14) Record Days
- 15) No Instruction

Total Instruction Days	180
0 Additional Teacher Attendance	5
TOTAL CONTRACT DAYS	185

CRESTWOOD SCHOOL DISTRICT
DEARBORN HEIGHTS, MICHIGAN

SCHEDULE C

1990-91 SCHOOL CALENDAR

August						
19	20	21	22	23	24	25
26	27	28	29	30	31	3

September 1990						
S	M	T	W	T	F	S
						-1
-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						19

October						
	1	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			23

November						
				1	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	20

December						
						1
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					15

January 1991						
	-1	-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		18

February 1991						
S	M	T	W	T	F	S
					1	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		15

March						
					1	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						20

April						
	-1	-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				17

May						
				1	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
						22

June						
						1
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						8

- Aug 27) Teacher Attendance
- 28) No Instruction
- 29 Students Report
- Sept 3 Labor Day
- 28 Fourth Friday
- Nov 22 Thanksgiving Day
- Nov 23 " Holiday
- Dec 21 End of Day--Winter Recess Begins
- Jan 7 Return from Winter Recess
- 18 Record Day--No Instruction
- Feb 8 End of Day--Mid-Winter Recess Begins
- 18 Return from Mid-Winter Recess
- Mar 28 End of Day--Spring Recess Begins
- Apr 8 Return from Spring Recess
- May 27 Memorial Day Observed
- June 12 Last Day for Students
- 13) Record Days
- 14) No Instruction

Total Instruction Days	180
0 Additional Teacher Attendance	5
TOTAL CONTRACT DAYS	185

NO. 1

LETTER OF UNDERSTANDING REGARDING CLASS SIZE

This Letter of Understanding sets forth the parties' agreement relative to exceeding the maximum class size limitations for grades K-6.

During the term of this collective bargaining agreement, the class size limitations in grades K-6 may be exceeded by two (2) students (from thirty (30) to thirty-two (32) students) after consultation with the Organization.* Provided, however, the class size limitation of thirty (30) students will not be exceeded in grades K-6 for "home room" teachers, excluding special area teachers (e.f., art, music, P.E., etc.) unless:

- A. the home room teacher agrees

or

- B. all home room classes at grade level, School District-wide, have thirty (30) students enrolled**

and

- C. the home room teacher is compensated as set forth below.

For the first student enrolled over the maximum class size of thirty (30), the home room teacher will be paid four (4%) percent of his/her Schedule A salary divided by one hundred and eighty (180) times the number of student days the total enrolled number of students remains at thirty-one (31). For the second student enrolled over the maximum class size of thirty (30), the home room teacher will be paid an additional four (4%) percent of his/her Schedule A salary divided by one hundred and eighty (180) times the number of student days the total enrolled number of students remains at thirty-two (32). Compensation shall be pro rated for home room teachers having less than a full-time assignment and for kindergarten teachers.

*Excluded from the count of the thirty-two (32) student limitation are handicap students assigned to special area teachers (e.f., art, music, P.E., etc.) from self-contained special education classrooms.

**The equalization to thirty (30) students at grade level must be accomplished within two (2) weeks from the date of exceeding the limitation.

Payment for such class size overload shall be made at the end of each semester based upon the presentation of a signed summary report, counter-signed by the principal, detailing the number of excess students and the inclusive dates of their enrollment in the class.

NO. 2

LETTER OF UNDERSTANDING REGARDING
RETROACTIVE SALARY AND STIPENDS FOR 1988-89

The 1988-89 salary set forth in Schedule A and the stipends set forth in Schedule B of the 1985-88 collective bargaining agreement, as amended by Schedule B of the 1988-91 collective bargaining agreement, shall be made retroactive to August 29, 1988, and shall be paid on or before *Sept. 22*, 1989. All other Articles, Sections and Schedules of the 1988-91 collective bargaining agreement shall become effective July 10, 1989; the date of ratification by the Board of Education and the members of the Organization.

NO. 3

LETTER OF UNDERSTANDING REGARDING
CLUB STIPEND BEGINNING THE 1989-90 SCHOOL YEAR

This Letter of Understanding sets forth the parties' agreement relative to the extracurricular compensation for sponsors of approved clubs.

The Superintendent, or his designee, in his sole discretion, shall each year designate those clubs, and the criteria which must be met, for sponsorship compensation. The duties of the sponsor and the activities of the club shall be approved by the building principal.

Sponsorship compensation shall be a prorated amount for those clubs which are not active the entire school year or in the event the sponsorship compensation has been terminated in the discretion of the Superintendent, or his designee.