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MASTER AGREEMENT

BETWEEN THE

CRAWFORD AUSABLE SCHOOL DISTRICT GRAYLING, MICHIGAN

AND THE

CRAWFORD AUSABLE FEDERATION OF TEACHERS

2008-2009
2009-2010

TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
	PREAMBLE	1
I	RECOGNITION	1
II	FINANCIAL RESPONSIBILITY	1
III	TEACHER AND MANAGEMENT RIGHTS	2
IV	PROFESSIONAL COMPENSATION	4
V	TEACHING HOURS AND CLASS LOAD	11
VI	TEACHING ASSIGNMENTS	12
VII	TEACHING CONDITIONS	12
VIII	VACANCIES AND PROMOTIONS	14
IX	TRANSFERS	15
X	LAYOFF	15
XI	SICK LEAVE	19
XII	PERSONAL LEAVE	19
XIII	LEAVES OF ABSENCE	20
XIV	TEACHER EVALUATION, PERSONNEL FILES	23
XV	PROTECTION OF TEACHERS	25
XVI	NEGOTIATION PROCEDURES	25
XVII	GRIEVANCE PROCEDURE	26
XVIII	MISCELLANEOUS PROVISIONS	28
XIX	ADULT EDUCATION	29
XX	DURATION OF AGREEMENT	29
Schedule A	Salary Schedules	30
Schedule B	Pay for Extra Services	32
Schedule C	Liaison Committee Form/Grievance Forms	36
Schedule D	School Calendar	42
	Topical Index	46

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

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

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

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

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

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, reading therapists, social workers and other educational specialists employed or to be employed by the Board (whether or not assigned to public school building), but excluding supervisory personnel. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined, and reference to one sex shall include the other.

B. Within thirty days of the beginning of their employment hereunder, the teachers may sign and deliver to the Board an authorization for deduction for credit unions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union. Such withholding may be changed once during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights under the revised School Code of 1996, as amended, all regulations pursuant thereto, the Michigan Teacher Tenure Act and other laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
FINANCIAL RESPONSIBILITY

A. Any teacher who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Union, which shall be an amount equal to the dues required to be paid by the members of the Crawford AuSable Federation of Teachers. The teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a teacher shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate

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

B. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Union shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.

2. If the teacher fails to comply, the Union shall file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extend that said teacher is protected by the Michigan Teacher Tenure Act, all proceedings shall comply with said Act. In the event the teacher complies with the financial responsibility provisions herein at any time prior to discharge, the Union may withdraw charges.

C. The Board agrees to remit service fees which are payroll deductible not less frequently than monthly to the Union.

D. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board for any cost for damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.

2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court of other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.

3. The Union has the right to select legal counsel to defend any such suit or action.

4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

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

ARTICLE III
TEACHER AND MANAGEMENT RIGHTS

A. Teacher Rights

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

2. The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings provided use of facility forms have been filed and a schedule conflict is not created. Special bulletin boards and other established methods of communication shall be made available to the Union and its members.

3. The Board agrees to furnish to the Union in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary data and allocations thereof, and such other information as will assist the Union in developing programs on behalf of the teachers and their students, together with information which may be necessary for the processing of any grievance or complaint arising herefrom.

4. Liaison Board - A Building Liaison Board will be established in each building, consisting of the Building Principal, Union building representative and one staff member, selected by the Union, on tenure. The Building Liaison Board shall meet each month on a designated day to discuss problems which may arise from time to time within the building which can be resolved by the building staff and principal and/or shall meet within 10 school days after the filing of an issue for consideration. A written record will be kept of all liaison issues discussed using the attached liaison committee form. The form is to be completed collaboratively by both parties in the event that an issue is to be taken to the district liaison board. Said form shall be forwarded to the superintendent with copies sent to the Union President, Union Vice President, building representative, and building principal.

   a. If a problem cannot be acceptably resolved by the Liaison Board, one member of the Liaison Board (selected by such Board) shall present the issue to the district liaison board which shall consist of the Superintendent, the Building Principal, the Union President, Vice President, Building Representative, plus one other member designated by the Superintendent within 10 school days following the building liaison board discussion. The district liaison board shall only meet only after being presented with an unresolved issue from a building liaison board. If this body fails to satisfactorily resolve the issue, then the formal grievance machinery shall be invoked.

   b. A special meeting may be called by the principal or the Union building representative. (See Article XVII, Section B, page 26)

B. Management Rights - All rights which ordinarily vest in and are conferred upon the Board by law, except those which are expressly relinquished or modified herein, shall continue to vest exclusively in the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration, and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment and the operations, and to direct the working forces and affairs of the Board.

2. Assign and direct work to its personnel, determine the number of shifts and hours of work, scheduling of the foregoing but not in conflict with the provisions of this Agreement.

3. Hire, promote, suspend and discharge, assign, transfer and determine the size of the work force. If an assignment is above an employee's classification, such assignment will be temporary and of a short duration.

4. Determine the qualifications of employees.

5. Determine the number and locations or relocations of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations of the administration of the school district.

7. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.

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

ARTICLE IV
PROFESSIONAL COMPENSATION

A. Salary - The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. All newly employed teachers shall be given credit on the salary schedule as determined by the Superintendent to a maximum vertical step of 5 unless the Union President and Superintendent agree to any steps above 5.

B. Benefits

1. The Board shall provide the following monthly contribution towards the employee's total health care insurance, including vision and dental, as outlined under options 1, 2, and 3. The Board and the Union agree that health care contribution rates are negotiable.

   Option 1 - Community Blue PPO Plan 1 with prescription drug co-pay of $10.00 for generic, $20.00 for formulary, and $40.00 for non-formulary drugs. Office visits and chiropractic office visits will have a co-pay of $20.00. Employees may submit copies of prescription co-pays, up to $150.00 per family, from the previous twelve months between May 15 and June 1 in that year for reimbursement by the Board. The Boards' monthly contribution for Option 1 is $388.57 for Single Subscriber, $876.00 for Two Person and $1,095.17 for Full Family.

   Option 2 - Community Blue PPO Plan 2 with prescription drug co-pay of $10.00 for generic, $20.00 for formulary and non-formulary drugs. Office visits and chiropractic office visits will have a co-pay of $10.00. Employees may submit copies of prescription co-pays, up to $150.00 per family, from the previous twelve months between May 15 and June 1 in that year for reimbursement by the Board. The Boards' monthly contribution for Option 2 is $385.25 for Single Subscriber, $868.55 for Two Person and $1,086.00 for Full Family.

   Option 3 – Community Blue PPO Plan 10 with prescription drug co-pay of $10.00 for generic and $20.00 for formulary and non-formulary drugs. Office visits and chiropractic office visits will have a co-pay of $10.00. Employees may submit copies of prescription co-pays, up to $150.00 per family, for the previous twelve months between May 15 and June 1 in that year for reimbursement. The Boards' monthly contribution for Option is $386.30 for Single Subscriber, $870.90 for Two Person and $1,088.95 for Full Family.

   If the cost of Option 3 falls below the Board's contribution, the difference will be paid to the employee in a Board purchased annuity in May of that school year.

   For the 2009-2010 school year, the Board and the Union agree to the following employer and employee contribution table for any increase in the health insurance premium. The contribution increase will not exceed the premium increase for 2009-2010.

	Full Family	Two-Person	Single
Employer	250.00	201.00	89.00
Employee	25.00	20.00	9.00
Employer	250.00	201.00	89.00
Employee	25.00	20.00	9.00
Employer	200.00	161.00	71.00
Employee	100.00	80.00	36.00
Employer	100.00	80.00	36.00
Employee	100.00	80.00	36.00
Employer	75.00	60.00	27.00
Employee	125.00	100.00	45.00
Employer	50.00	40.00	18.00
Employee	150.00	121.00	54.00
Employer	25.00	20.00	9.00
Employee	175.00	141.00	63.00

The health insurance contribution increase will be at the same rate on all Options based on Option 1. The employee contribution will not decrease and the annuity shall not increase for other plan options.

If the health insurance increase is 12.5% or higher, the Board and Union agree to form a committee consisting of two members appointed by the Board and two members appointed by the Union to rebid for comparable coverage. Health insurance may be rebid prior to the 12.5% increase if both parties agree.

The Board will not provide insurance coverage for Sponsored Dependents. The employee has the option of purchasing the Sponsored Dependent coverage for each fiscal year.

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

The health care insurance year will change from September 1 through August 31 to July 1 through June 30 beginning on September 1, 2008. Employee health care contributions will be deducted over sixteen pays starting on the second pay in September.

2. Dental Insurance – The Board shall provide to the employee dental insurance with $1,000.00 annual maximum and a payment schedule of 75% for preventive, 50% for restorative and 50% for dentures/bridges as provided within the guidelines of the insurance policy procedures. The Board's contribution will be as outlined in article IV,B,1. A self funded orthodontic benefit will be provided on a one time basis per dependent child under the age of 19 in the amount of $1,300.00. The benefit will be paid upon presentation of a receipt for services to the business office.

3. Optical Insurance – The Board shall provide at no cost to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. The Board's contribution will be as outlined in Article IV,B,1.

4. Individuals who are employed on a full-time basis may elect not to take their family health insurance coverage and substitute a Board purchased annuity in the amount of $1,800.00, or a cash payment in the amount of $1,800.00. If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article IV,B,1,2 and 3) a board purchased annuity in the amount of $2,000.00, or a cash payment in the amount of $2,000.00, will be substituted. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year.

Payment to the carrier and cash payment will be made no later than November 30 for employees starting the school year. Payment and annuity will be administered through a Section 125 plan.

5. Those persons whose spouses are employed by the school district may purchase an annuity in the name of the spouse who is a member of the bargaining unit and who is not listed as the health insurance insured, or a cash payment in an amount determined annually. This amount shall not exceed $1,800.00 and shall be at no net cost to the district. Notice to enroll in this portion of the plan must be given in writing to the Business Office no later than October 15. Payment and annuity will be administered through a Section 125 plan.

6. Adult education teachers with full-time status (35 hours or more per week) for the full adult education school year will be eligible for full health, dental, vision and life benefits. This provision applies when the district operates its own adult education program and does not apply when the adult education program operates through a consortium.

7. Job Sharing

   a. Job Sharing is defined as one full-time job being shared by two or more employees. It is not necessary that each teacher be responsible for 50 percent of the position; other combinations which are mutually agreeable may be used such as 60/40. The person initiating the Job Share must have been an employee for at least one (1) year and not be under a current I.D.P. Plan.

   b. Job Sharing is voluntary and requires the consent of the employees, employer and Federation. If the person initiating the Job Share position cannot find a present Federation member to share job duties, the employer will attempt to then hire from outside. The employer will determine the suitability of employees for Job Sharing, i.e. compatibility.

   c. Candidates for Job Sharing assignments must meet the qualification for the position.

   d. Compensation and benefits for the employees shall be prorated in accordance with the percentage of work performed by each Job Sharing member. Following current contract; Article IV B #5, employees hired on a half time or less basis shall receive single subscriber Blue Cross/Blue Shield benefits, single subscriber dental benefits, single subscriber vision benefits, life insurance, and long term disability insurance. A full-time employee who accepts a reduced schedule shall be subject to a reduction in Blue Cross/Blue Shield benefits as per above. A less than full-time employee may elect to purchase, during open enrollment period, full family insurance if he/she agrees to pay the difference between single subscriber and family rates.

   e. Seniority shall be defined as length of service in the district, beginning with the first day of service, including teaching or executive experience exclusive of layoff and unpaid leave periods which do not provide for experience credit on the salary schedule upon return to work. During such layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be frozen from commencement date to the termination date of the layoff and/or leave(s). Any full-time teacher hired before or during the first semester of a given year will accrue a full year of seniority. Any teacher hired after the first semester on a full-time basis will accrue one half (½) year seniority. A half teacher hired during the second semester will receive one fourth (¼) year credit for the purpose of seniority, but will be granted ½ step on the salary schedule. Contract Article VIII, A3, page 14.

   f. The responsibilities of the Job Sharing shall be divided and allocated according to a plan designed and agreed upon by the Job Sharers and their supervisor. This will be reviewed by the superintendent (or his/her designee) and the Federation.

g. Job Sharing shall be regarded as a permanent position, similar to any other full-time or part-time position. Job Sharing terminates when one of the employees voluntarily quits his/her part of the position. Job Sharing positions will normally be made at the beginning of the school year.

It will be recognized by the parties that if one of the Job Sharers terminates employment or becomes incapacitated or otherwise unavailable, the employer must be free to:

1. Offer to increase the work week of the remaining Job Sharer.

2. Recall a laid off employee who is fully qualified to fulfill the job responsibilities.

3. Accept a transfer to the assignment.

4. If all of the above fail, revert the position to a full-time assignment for the balance of the school year.

h. If the Job Sharing was established to alleviate a layoff, the employee can begin bumping rights procedures to regain his/her position.

i. The employer shall retain the option to terminate Job Sharing arrangements which are not working satisfactorily, after the employer attempts to resolve the problems through review, monitoring, and evaluation. The same process will be utilized as with other staff who are exhibiting problems in their work roles.

When a Job Sharing assignment is terminated at the instigation of the employer:

1. The higher seniority employee shall be entitled to hold the position and the other employee shall be entitled to exercise bumping rights.

2. If disciplinary action or long term suspension is exercised by the employer against either employee, the employer must exercise the option in G. (above) before terminating the Job Share assignment.

8. Employees hired on a half time or less basis, provided employee works three (3) hours per day, the block equivalent of a half day or the equivalent average of a two week period, shall receive single subscriber Blue Cross/Blue Shield benefits, single subscriber dental benefits, single subscriber vision benefits, life insurance, and long term disability insurance. A full-time employee who accepts a reduced schedule shall be subject to a reduction in Blue Cross/Blue Shield benefits as per above. A less than full-time employee may elect to purchase, during the open enrollment period, full family insurance benefits if he/she agrees to pay the difference between single subscriber and family rates.

9. Retirement

a. Teachers who qualify and draw retirement under the Michigan Public School Employee Retirement System and have worked ten (10) years as a teacher exclusive of leave with the Crawford AuSable School District will be reimbursed quarterly an amount equal to the insurance deduction made by MPSERS. This reimbursement will be made until the retiree is eligible for Medicare.

b. An employee who has attained fifteen (15) or more years of service as a teacher with the Crawford AuSable School District and who qualifies for and draws retirement under the Michigan Public School Employees Retirement System shall be entitled to receive an annual stipend of 3/8% of the highest year of salary compensation in the district multiplied by the number of years of service in the school district or a one time non-

elective employer paid contribution of $15,000 to the Legend Group. The one time non-elective employer paid contribution must be taken before the age of 62. The stipend shall be paid in a non-elective employer paid contribution to the Legend Group over a five year period or until the employee reaches the age of 62, whichever comes first. The stipend shall be calculated by using a seven year payout or less if the employee reaches the age of 62 within the seven year time frame. The total seven year or less calculation will be divided by five years or less depending on age. This calculation will be paid once a year for five years or less depending on age, subject to applicable contribution limits under the Internal Revenue Code (the "IRC"). If an employee has less than a five year payout, the one year calculation will be based on their time left in the plan. If the amount exceeds the employee's applicable contribution limit, the portion of the contribution in excess of the employee's applicable contribution limit shall be paid directly to the employee, subject to applicable employment withholding. Application for early retirement shall be made to the district in writing to the Superintendent by April 1 of each year. Retirement is defined to mean severance from regular or contractual employment with the district.

c. Teachers who are not eligible for the benefits under Article B (8) (b) and retiring from the Crawford AuSable School District who qualify for retirement under the Michigan Public School Employees Retirement System and have worked fifteen (15) years as teacher exclusive of leave with the Crawford AuSable School District will receive upon retirement $500.00 retirement compensation.

10. Life Insurance - The Board shall provide without cost to the employee, group term life insurance protection which shall pay to the employee's designated beneficiary the sum of $45,000 excluding substitute teachers with less than sixty (60) days of service in a specific teaching position.

11. Long Term Disability Insurance - The Board shall provide at no cost to the employee Long Term Disability Insurance from a private carrier with coverage beginning on the 61st calendar day providing payment of 66 2/3% of the employee's base salary up to the end of the disability. The insurance shall cover disability due to mental illness. Certification of disability and payments of benefits shall be determined by the insurance carrier.

12. Health Examinations - Any health examinations which are periodically required to maintain employment, shall be paid for by the Board.

13. Insurance Coverage During Unpaid Leave Periods - A teacher on unpaid leave may, at his/her option, maintain coverage under any of the insurance programs contained herein at his/her own expense, by making premium payments to the Board's designee at such time as each premium falls due provided such an arrangement is in compliance with the insurance carrier.

14. Sick and Personal Leave Incentive Plan - The school district shall purchase up to a maximum of three (3) days from the sick days of any employee who did not use more than two (2) days of sick and personal leave days combined in any school calendar year. The rate of compensation per day shall be the same as substitute pay for that calendar year. This payment will be made within two weeks after school has closed.

15. Professional Organization - The Board agrees to pay for one membership per teacher in a professional organization up to a maximum of $20.00 related to such teacher's area of specialization.
16. Benefits must be in compliance with provisions of the district insurance carrier(s).

17. During the 08-09 school year, the CAFT will participate in a committee charged with studying and formulating recommendations for insurance.

6. If more than two (2) teachers per building are requesting comp time for the same day, the availability of substitutes will be the determining factor. In order for an application for a comp day to be submitted, the day must have already been earned.

7. Any or all comp time hours not used must be cashed in at the regularly contracted rate at the end of each school year.

8. On the day immediately before or after a vacation or holiday, comp days will be limited to one per building with three days notice to the building principal. In order for the day to be approved, there must be guaranteed coverage for the person taking the comp day. If more than one person in a building makes a request for the same day, one person will be approved on a first come, first served basis.

J. Teachers required in the course of their work to drive personal vehicles from one school building to another, shall receive a vehicle allowance set equal to federal government standards rounded down to the nearest cent at July 1 annually. The same allowance shall be given for use of personal vehicles for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal vehicles are used as provided in this section.

K. Calendar

1. The school calendar shall be jointly worked out between the parties and shall be attached hereto and incorporated as Schedule D.

2. The school calendar shall be designed to meet or exceed all Michigan Department of Education standards regarding instructional time requirements.

3. The school calendar shall provide for all legal holidays agreed to by the Union and the Board; in addition, school shall not be in session the day after Thanksgiving, during the normal winter recess or spring recess.

4. New teacher orientation workshops shall be provided for in the calendar.

5. All professional staff shall be required to report sufficiently in advance of the first day of scheduled classes to prepare their rooms, offices and instructional facilities for the arrival of students.

6. The Board shall be entitled to reschedule any days lost if it is necessary to receive full state aid or in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. No additional pay shall be received for such rescheduled days. The Board and the Union shall meet to discuss when days will be rescheduled.

L. A teacher engaged during the school day in negotiations on behalf of the Union with any representative of the Board, or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary, sick days or personal business days.

M. Substitutes - Substitutes meeting the 90 hour requirement, but without at least a Bachelor's Degree, shall be paid at the rate of 41% of the step one base salary (divided by the number of teacher days) rounded to the nearest $1.00. Substitutes with at least a Bachelor's Degree shall be paid at the rate of 43% of the step one base salary (divided by the number of teacher days) rounded to the nearest $1.00. Substitutes who are retired public school teachers will be paid at the rate of 45% of the step one base salary (divided by the number of teacher days) rounded to the nearest $1.00. Substitutes shall receive at least one half day's pay at their appropriate substitute rate. The substitutes must assume all daily responsibilities of the teacher they are replacing. Substitutes will be paid at the end

C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. The teacher must deliver the jury duty pay or a record of the jury duty pay to the central office.

D. Teachers shall be advanced as described in Article IV, A for military service, provided such teacher was a member of the CASD teaching staff upon induction.

E. Application for credit for coursework for movement on the salary grid shall be made in writing. When an employee completes coursework in the summer which entitles him/her to additional pay, such employee shall be paid at the higher rate for the full year if application for such higher rate is made no later than the first week of classes. When an employee completes coursework during the school year which entitles him/her to additional pay, such employee shall be paid at the higher rate for the second semester if application for such higher rate is made no later than the first week of classes for the second semester upon notification to the Board that such coursework has been satisfactorily completed.

F. The salary schedule, as set forth in Schedule A and B, is based upon the regular school calendar and the normal teaching load. For classroom assignments in excess of normal teaching load, teachers will be compensated at one and one half times their individual hourly rates. Such assignments shall be voluntary on the part of the individual teacher.

G. A teacher's hourly rate for instructional time beyond the contracted assignment shall be $21.50 per hour. This section does not apply to items addressed in other portions of this Agreement.

H. Teachers who undertake extra duty assignments set forth in Schedule B, attached hereto and incorporated into this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation. Schedule B shall provide equal pay for both sexes.

I. Comp Time can only be earned for subbing during a teacher's own instructional planning time. Subbing during team planning time does not qualify the teacher for comp time, nor does it qualify the teacher for additional compensation. When an inclusion teacher is pulled from a regular classroom to substitute in another classroom, neither the inclusion teacher nor the regular classroom teacher in the inclusion classroom qualifies for comp time or additional compensation. If the inclusion teacher or the regular teacher in whose class an inclusion teacher is assigned is absent, and either teacher must handle the class alone, said teacher does not qualify for comp time or additional compensation. When elementary physical education or music is cancelled, the regular classroom teacher keeps the students during that period of time and does qualify for comp time as the teacher is substituting during personal planning time. Elementary physical education or music teachers, if pulled to substitute for another teacher, do not qualify for either comp time or additional compensation.

1. For every four (4) teaching instructional periods that a high school teacher substitutes, he/she will accrue one (1) day of comp time.

2. For every five (5) teaching instructional periods that a middle school teacher substitutes, he/she will accrue one (1) day of comp time.

3. For every two (2) teaching instructional periods that a high school teacher substitutes, he/she will accrue one half (1/2) day comp time.
4. For every three (3) teaching instructional periods that a middle school teacher substitutes, he/she will accrue one half (1/2) day comp time.

5. A comp day can be taken in hourly, ½ day or full day increments with a three (3) day notification request to the building principal.

of the regularly scheduled pay period in which they substitute. Half time teachers will be paid at substitute rates for the time period they substitute when not regularly employed. The Board will maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. It will be the responsibility of the Resource Room teachers to provide self-directing instructional plans for the students and these plans will be given to the classroom teachers and kept current, according to the ability of each child.

N. Teachers will be paid on the 15th and the last day of the month. Teachers may choose to be paid in 20 or 24 equal installments. Teachers will be paid beginning on the second pay in August. Installment payment options will comply with Section 409A of the Internal Revenue Code, therefore teachers must make their installment option choice by the end of the prior school year.

O. Professional Compensation, Termination Pay - When ending employment with the District after fifteen (15) years of service, the employee will receive termination pay for each unused sick day at the rate of 60% of the current contractual substitute teacher rate, with a cap of $10,000.00.

ARTICLE V
TEACHING HOURS AND CLASS LOAD

A. Teachers shall be expected to report for duty 20 minutes in advance of the start of school.

B. Hours of instruction in all buildings shall be equal.

C. Teachers shall be expected to remain in their building at the end of the instructional day for a minimum of 10 minutes to complete those professional duties which must be undertaken within the classroom and building. Teachers may leave their building at the end of the instructional day on Fridays or the last instructional day of the week.

D. The normal weekly teaching load in Middle School through High School will be 30 teaching periods and 5 unassigned preparation periods of approximately equal length. Assignment of a supervised study period shall be considered a teaching period for the purpose of interpreting this section.

E. All teachers shall be entitled to a duty-free, uninterrupted lunch period of no less than 25 minutes including passing time.

F. Elementary grades will be provided two fifteen minute recess periods per day and teachers in elementary grades will work a maximum of two assigned duty periods per week. Grade levels grouped together for recess periods will have teachers from the combined grade levels so grouped to supervise the entire recess period.

G. Teachers of music, art and the laboratory sciences, speech therapists, reading consultants, visiting teachers, librarians without a full-time paraprofessional, physical education and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers at their grade levels.

H. No departure from the provisions of this Article shall be made without the prior consent of the Union, except in case of emergency where such prior consent could not have reasonably been obtained. The duration of such emergency shall be limited to the interval between its arising and an expeditious arranging of a meeting with the Union.

I. If a teacher agrees to teach more than the normal teaching load as set forth herein, such teacher shall receive additional compensation at the rate of one and one half times his hourly rate for each teaching period in excess of such norms.

J. If staff conferences, committee meetings or parent/teacher conferences exceed ten (10) hours per month, inclusive of the time spent in the classroom after student dismissal, the Board will pay the teacher for any services in excess thereof at the teacher's hourly rate.

K. No high school or middle school teacher will be required to teach more than four (4) preparations. A high school or middle school teacher may accept more than four (4) preparations, but the decision will be his/hers.

L. High School Trimesters

1) Teachers will teach four (4) out of five (5) periods each trimester for a total of twelve (12) periods annually.

2) Teachers will be assigned one (1) preparation period per week as assigned by the administration. All teachers on a given preparation period will be assigned the same day. The administration shall notify the teacher of the assigned day of the week and of the assignment prior to the start of the trimester. The specific day of the week shall not change for the entirety of the trimester.

ARTICLE VI
TEACHING ASSIGNMENTS

A. Teachers shall not be assigned, except temporarily and for good use, outside the scope of their major/minor areas of study and their teaching certification. Such assignment shall be reported to the Union, and the Board and the Union agree to meet the earliest opportunity to review all available alternatives to such assignment in order to work out the best possible solution. All students in a classroom situation will be under the supervision of certified personnel.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the middle school and secondary schools will be notified and consulted by their principals as soon as possible. Such changes will be voluntary to the extent possible. In the event that an involuntary change of assignment is contemplated, the Board agrees to meet with the Union at the earliest opportunity in order that alternative solutions may be mutually explored. Every effort will be made to avoid reassigning elementary school teachers to new grade levels, unless so requested by the teacher.

ARTICLE VII
TEACHING CONDITIONS

A. Teachers are encouraged to be creative and innovative within the classroom insofar as the purposes of the curriculum are being fulfilled in a professional manner. It is understood that professional, legal and social standards must be observed within the context of a public school.

B. Outside the classroom, when a teacher speaks or writes as a citizen, she/he shall be free from institutional censorship and discipline. It shall be the responsibility of the teacher to make it clear that he/she speaks or writes as an individual and not in behalf of the district.

C. No materials gathered by means of any electronic communications device shall be admissible as evidence in any action against an employee. This does not preclude the gathering of this information based on reasonable cause or substantiated charges.

D. If an employee, acting under the rights granted in this Agreement (specifically excluding activities covered in B, above) or within the scope of Board policy, is subjected to court action with respect to exercise of those rights, the Board agrees to support such employee and to defend the contract provisions.

E. Any complaint by a parent directed against a teacher shall be called to the attention of the teacher if the complaint is considered serious enough to result in a written record and/or to become the basis for the disciplinary action against such teacher.

F. Disciplinary interviews will be considered in private. An affected teacher will, however, have the right, in all instances, to request the presence of a Union designated representative at said interview, and when such a request is made, the interview will not proceed until the representative is in attendance. The Board shall have a similar right to include a representative of its choice at such a meeting.

G. The parties recognize that since the primary duty of the teacher is to teach, the organization of the school year and school day shall be directed toward insuring that the activities of teachers are utilized to this end.

H. Class size maximums shall be as follows:

1.	Kindergarten	26 pupils
2.	Grades 1 - 5	28 pupils
3.	Grades 6 - 8	30 pupils, if possible, physical education, band, choir, study skills excluded
4.	Laboratory Classes (Middle and High School)	4 pupils per work station or 28, whichever is greater if possible
5.	Special Education Classes	All special Education programs and services shall be operated in accordance with the provisions of the Special Education Code, including staff/pupil ratios, instructional unit requirements and other pupil load requirements
6.	Grades 9 - 12	30 pupils, if possible, physical education, band, choir, study skills, excluded

In a year in which the district is in financial distress, class size limitations will revert to those in the 1997-2000 contract.

Exceeding Class Size Maximums - In grades K-5, for each student over the maximum class size, the teacher shall receive assistance on the following basis: 1-4 students over maximum, a half time paraprofessional; 5 students over maximum, a full-time paraprofessional; 6 or more students over maximum, the class shall be split. In all cases, a paraprofessional will be assigned only after an acceptable plan for use of such paraprofessionals has been submitted and after standard posting procedures, such paraprofessionals meet the requirements set forth in the No Child Left Behind Legislation.

I. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar teaching materials are the necessary tools of the profession. The parties will meet from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement all joint decisions reached by its representatives and the Union. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

J. Monies for supplies and stamps are to be collected from the students in the office.

K. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

L. The Board shall make available in each school adequate lunchroom and lavatory facilities exclusively for staff use and at least one room appropriately furnished which shall be reserved for use as a staff lounge.

M. Telephone facilities shall be made available to teachers for their reasonable use.

N. This Agreement shall be applied uniformly to all teachers within the bargaining unit.

O. The Board agrees that with respect to hiring, working conditions and promotion practices, neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Union. The Board, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who best fulfill these requirements. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities or prior membership or past participation in the activities of any employee organization.

P. The Board shall provide adequate parking for the staff.

Q. The Board will make an effort to minimize the number of classroom teachers with classroom assignments in more than one building.

R. The Board will involve appropriate members of the teaching staff in the development of new curricular programs prior to implementation.

ARTICLE VIII
VACANCIES AND PROMOTIONS

A. All vacancies whether created by expansion, resignation, discharge, transfer, promotion or leave (for one year or more), shall be filled by the most qualified applicant.

1. For the purpose of this Agreement, qualifications shall be considered to mean formal training, applicable (or related) work experience and other demonstrably valid criteria. Where certification requirements for a particular position have been established by the State of Michigan, these requirements shall be assumed to fulfill the formal training requirements.

2. Where the qualifications of two or more applicants for a vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with greatest seniority in the district.

3. Seniority shall be defined as length of service in the district, beginning with the first day of service, including teaching or executive experience, exclusive of layoff and unpaid leave periods which do not provide for experience credit on the salary schedule upon return to work. During such layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave(s). Any full-time teacher hired before or during the first semester of a given year will accrue a full year of seniority. Any teacher hired after the first semester on a full-time basis will accrue one half (½) year of seniority. A half time teacher hired during the second semester will receive one fourth (1/4) year credit for the purpose of seniority, but will be granted a ½ step on the salary schedule. Adult education teachers will accumulate seniority on a separate Adult Education seniority schedule. They will not earn seniority on the K-12 seniority schedule.

    a. People hired as administrators after July 1, 2004, who are new to the district, shall not be placed on the seniority list.

    b. Milli Haug, Janet Gaffke, and Mike Dunckel shall be removed from the seniority list.

    c. Current administrators shall retain their seniority on the seniority list and shall continue to gain seniority.

d. Teachers from the CAFT bargaining unit who become administrators after June 30, 2004, are frozen on the seniority list at the position at which they left the CAFT bargaining unit.

B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Union and providing for appropriate posting in every school building. No vacancy shall be filled, except in emergency on a temporary basis, until such vacancy shall have been posted for at least 14 calendar days. The Union Secretary or designated replacement should be notified of such vacancies.

C. All positions that become available while school is in session must be posted in all school buildings before school is dismissed for the summer.

D. All positions that become available in June, July or August shall be mailed to each qualified, currently employed teacher who registers interest with the Superintendent by the last day of the preceding school year and said position shall not be filled for a period of twelve (12) days after the mailing, except on a temporary basis, to provide all teachers with a reasonable opportunity to apply.

ARTICLE IX
TRANSFERS

A. Transfers within a building and between buildings shall be available, provided positions are vacant at the request of the applying teacher and, further, provided such teacher possesses the required certification for the vacant position.

B. When a transfer must be made or denied on a non-voluntary basis, management will meet with the affected teachers and the Union to discuss the rationale for the transfer or transfer request denial and to explore alternatives. If a solution agreeable to the teacher(s) involved, the Union and management is reached, that solution will be implemented. If no agreement is reached, the affected teacher(s) will be given written explanation of the educationally sound reasons for the action. Absent the above, involuntary transfer or change of assignment shall be accomplished on the basis of inverse seniority among those certified for the position in question.

C. Positions which must be filled by internal transfers shall be posted in the same manner as provided in Article VIII.

D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X
LAYOFF

A. Reduction in Personnel

1. No teacher shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have a detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.

2. No teacher shall be discharged pursuant to a necessary reduction in personnel.

3. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said layoff at least sixty (60) days prior to the commencement of the layoff period.

B. Seniority

1. No later than thirty days following the ratification of this Agreement and by September 30 thereafter, a seniority list shall be prepared by the Board and submitted to the Union for approval. The Union shall have fourteen (14) calendar days to submit this approval to the Board.

2. The duly elected Union President, Vice President, Secretary, Treasurer and Union Chief Negotiator shall be placed at the top of the current seniority list and shall remain at the top of the list during their term of office.

3. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other teachers:

   a. Any teacher who requests layoff will be laid off first.

   b. Teachers on voluntary layoff must notify the district in writing no later than April 1 of his/her intent to remain on layoff or return in the fall. Failure to notify the district will result in continued layoff. The layoff period for a probationary teacher shall be equal to the length of time such teacher has taught in the district, up to three (3) years. After the layoff period has expired, all seniority rights are forfeited. Teachers choosing to return will fill the position of the lowest person on the seniority list of which they are qualified and certified.

   c. Those teachers with the greatest seniority in the district who possess a permanent, life or provisional teaching certificate shall be retained; provided that such certification qualifies a teacher for a position and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph; and provided that tenured teachers are retained over probationary teachers.

   d. If two or more teachers are found to have equal status in (c) above, the teacher possessing the most teaching experience shall be retained.

   e. If two or more teachers are found to have equal status in (c), and (d) above, the teacher possessing the highest degree shall be retained.

   f. If two or more teachers are found to have equal status in (c), (d) and (e) above, the teacher originally employed by the district at the earliest date shall be retained.

4. The seniority list shall be published and copies furnished to the Union by October 1 of each year. If the Union has objections to the list, these must be submitted by October 15. Thereafter the list is final and conclusive.

5. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.

6. If a person hired specifically into a grant-funded position is laid off due to elimination or reduction of the grant, that person shall be hired into a non-grant funded position only if a vacancy exists for which the person is qualified and certified.

C. Staff Placement

1. Teachers whose positions are being eliminated will be assigned to fill a vacancy for which he/she is highly qualified and certified.

2. Beginning with the first name on the seniority list, each individual will be assigned according to the first applicable procedure listed below:

   a. Current grade or department within the same building.

   b. Current grade or department in another building.

   c. Another grade or department for which he/she is certified in same building.

   d. Another grade or department for which he/she is certified in another building.

3. If there is no position for which he/she is highly qualified, he/she will be placed into a position for which highly qualified does not apply if he/she is certified for that position.

4. If no vacancy remains in any grade or department for which the teacher is certified, in any building, the teacher will be laid off. The effective date of any such layoff shall be the same as described below.

5. Certification for placement in a position shall be determined by the valid state teaching certificate or license currently held by the teacher. In addition to the foregoing requirement, teachers seeking assignments in grades 6, 7 and 8 (Middle School) in the areas of Music and/or Foreign Languages shall be required to possess an endorsement on their teacher certificate authorizing them to instruct those subjects. Certification in "all subjects 7-8" shall not be considered satisfactory in these subject areas.

6. The Union shall be notified of the date, time and place when the above procedures are implemented and related assignments are made. The Union shall also be allowed to be in attendance during such implementation and while assignments are made.

7. A non-special education teacher will not be allowed to take a position of a currently employed special education teacher who is working toward special education certification.

D. Layoff Periods

1. The layoff period shall be defined as that length of time during which the teacher is relieved of regular teaching duties.

2. The Board shall give notice by certified mail of any vacancy for which a laid off teacher is certified and eligible for recall.

3. The layoff period for a probationary teacher shall be equal to the length of time such teacher has taught in the district up to three years. After the layoff period has expired, all seniority rights are forfeited.

E. Layoff Benefits

1. A teacher who has acquired thirty years of service may, at his/her option, take an early retirement. The Board agrees to provide insurance benefits as provided herein until such time as the teacher qualifies for Medicare.

2. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.

3. A laid off teacher shall receive insurance benefits as herein provided for a period of nine months following the effective date of his/her layoff, or until equally covered by a subsequent employer, whichever is less.

4. The Board and the Union shall jointly establish a priority substitution list, based upon seniority and certification as described herein, including all bargaining unit members affected by layoff. Such list shall be used in the selection of members to substitute for any teachers on sick leave or other types of leaves.

F. Recall

1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.

2. Laid off teachers shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff. Teachers who choose a voluntary layoff will be called back in order of seniority into a position for which they are highly qualified and certified.

3. A non-voluntary laid off teacher shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is qualified or fails to respond within fifteen days of its receipt to a written offer of a position made by the Board.

4. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the teacher's last known address.

5. A laid off teacher shall be given fifteen (15) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fifteen (15) days can be considered a resignation. If a teacher notifies the Board as required above, said teacher shall be placed on the layoff list with all the rights to which he/she was entitled under this Article to any subsequent opening for which he/she is qualified.

6. A voluntary laid off teacher will be notified of all new vacancies for which he/she is highly qualified and certified and the teacher shall be given fifteen (15) days to notify the board that he/she is interested in that position or not. A tenured teacher shall be removed from the recall list if he/she has not been recalled within three (3) years of the effective date of voluntary lay off.

7. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

8. No new teachers shall be employed by the Board while there are teachers in the district who are laid off, unless there is no laid off teacher with the proper certification to fill a vacancy which is created by attrition.

9. A tenured teacher shall be removed from the recall list if he/she has not been recalled within three (3) years of the effective date of layoff. A non-tenured teacher shall have recall rights equivalent to the number of years the teacher taught in the district up to three (3) years.

ARTICLE XI
SICK LEAVE

A. At the beginning of each school year, each teacher shall be accredited with an eight (8) day sick leave allowance. Sick leave for teachers hired for a partial year shall be pro-rated dependent on the portion of the year they work. The unused portion of such allowance shall accrue on a year-to-year basis.

B. A teacher who has exhausted all sick leave available shall be granted a leave of absence without pay (except for benefits derived under long term disability provisions) for the duration of such illness or disability until the end of the current school year. The leave of absence will be renewed each year upon written request by the teacher.

C. Absence due to injury incurred in the course of a teacher's employment shall not be charged against the teacher's sick leave days only when approved by the district Worker's Compensation carrier. The Board shall pay to such teacher the difference between his/her salary and any other benefits received under the terms of this Agreement and/or under the Michigan Worker's Compensation Act for the duration of such absence provided such practices are in compliance with the district carrier's provisions.

D. A teacher absent from duty with medical verification (excepting head lice) due to mumps, scarlet fever, measles, chicken pox, head lice, scabies or pink eye shall not suffer diminution of compensation and shall not be charged with sick leave.

E. Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre and postnatal). All disabilities must, at the option of the Board, be verified in writing by the employee's attending doctor.

F. Catastrophic situations shall be reviewed by the Superintendent and the CAFT President on an individual basis to examine the need to extend FMLA.

ARTICLE XII
PERSONAL LEAVE

A. At the beginning of every school year, each teacher shall be accredited with four (4) days to be used for the teacher's personal leave. Personal leave for teachers hired for a partial year shall be pro-rated dependent on the portion of the year they work. Unused personal leave days will be accumulated in the teacher's individual sick leave bank. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency. Personal days requested adjacent to a vacation day or period are generally denied unless the request is for an activity that can be done at no other time. Days to extend the vacation will be denied absent such extenuating circumstances. A vacation day is a week day during the school year that school is not in session other than days set aside for professional development. Teachers requesting personal days adjacent to a vacation period must make the request to the superintendent at least five (5) working days in advance.

B. The teachers agree they shall indemnify and save the Union and the Board harmless against claims, demands, suits and other forms of liability that may arise by reason of the Board complying with the provisions of this Article.

ARTICLE XIII
LEAVES OF ABSENCE

A. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted for the following reasons:

1. A maximum of five days per school year for serious illness in the teacher's (or teacher's spouse's) immediate family; husband, wife, children, parents, in-laws, or siblings (where the teacher is unavoidably responsible for their care).

2. One day when illness outside the immediate family requires a teacher to make necessary arrangements for medical or nursing care.

3. Attendance at a ceremony awarding a degree to a staff member for such time (including a portion of a day) as is necessary.

4. Time needed for attendance at the graduation of a child or spouse.

5. Time necessary for performance of medical and dental appointments or such other personal medical affairs as can not normally be undertaken outside duty hours.

6. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

B. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following:

1. Up to five days following a death in the immediate family. (Immediate family: spouse, children, parents, foster parents, parents-in-law, brother and sister in-law, grandparents, brothers, sisters or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.

2. Approved visitation at other schools for the purpose of observing an on-going or experimental program.

3. Leave will be granted, to the extent possible, for attendance at conventions, workshops and conferences connected with an employee's field of teaching. At any such convention, workshop or conference, employees shall receive, in addition to their regular pay, the reasonable costs of such attendance (e.g., assessed fees, meals, lodging, travel and/or mileage).

4. Fifteen days for the Union for Union business. Any additional time needed for Union business will be granted and the Union will reimburse the school for the amount of the pay of the substitute.

5. Time necessary to take the selective service physical examination.

6. Time necessary to fulfill a subpoena, jury duty, to give testimony before any judicial or administrative tribunal, or for cases with a direct relationship to the Crawford AuSable School District.

C. Leaves of absence for short periods of time, without pay, for the purpose of recreation, vacation, relaxation, professional workshops, special events, etc., may be granted only after application in writing to the teacher's building principal a minimum of one month prior to the dates requested. The application is subject to review by a committee composed of the principal, Superintendent, Union

President and the teacher's building representation. Criteria for the committee decision shall include: once in a lifetime type of activity, activity that can not be done at any other time, as well as a review of applicant's use of sick and personal leave. If the committee feels the teacher has a legitimate need to be absent for the purpose stated, the committee may award a leave of absence of up to two weeks.

D. A sabbatical leave of absence may be granted with one half salary by the Board, after seven (7) years of satisfactory service in the district for up to two (2) years, provided that the employee states his/her intention to return to the district and to teach one (1) year for each year of leave granted. A bond shall be furnished at the employee's expense in the amount equal to the salary granted during the leave. Such bond shall be forfeited on a prorated basis if the employee does not return to the district.

E. Leave of absence without pay for educational purposes may be granted by the Board.

F. A military leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for any tour in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be given time up to two years on the salary schedule as he/she would have been had he/she taught in the district during such period.

G. A leave of absence without pay for the term of tenure in office shall be granted to any teacher, upon written application, for the purpose of serving as an officer of the Union. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as they would have been had they taught during the period. Notification of extension of leave shall be made in writing by July 15th of each year.

H. A leave of absence without pay shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. A teacher returning from such leave will be placed into the next vacancy for which the teacher is certified and qualified according to the applicable terms of this contract. Upon return from such leave, a teacher shall be placed on the next position on the salary schedule above the position he/she was on when the leave was taken, unless he/she returns during the same year.

I. A leave of absence without pay shall be granted to any teacher upon written application for National Guard optional training while school is in session.

J. A one year leave of absence without pay may be granted by the school Board to a teacher who is unable to teach because of personal illness or disability. (This provision shall not conflict with the long term disability provision of this Agreement.)

K. A leave of absence without pay shall be granted for child care leave (up to the end of the current school year) under the following conditions (beginning August 1, 2009):

1. The Board shall grant to any teacher a child care leave provided that teachers apply in writing to the Board at least sixty (60) days prior to the date such leave is to commence. The leave will be granted with primary consideration being given to normal trimester breaks and the time of year such leave commenced. This leave will be granted once per minor dependent for a 12 month period from the first day of absence. Consecutive leaves will be considered Extended Child Care Leave under Article XIII, L.

2. A teacher on child care leave shall receive the health insurance benefits provided to this Agreement for up to twelve (12) weeks from the first day of the absence, inclusive of sick days, in which such leave takes effect provided such practice is in compliance with the district carrier's provisions. If the child care leave is taken through the end of the school year, the District will pay the employers contribution towards COBRA payments for June, July and August if the employee returns to work the first contract day of the next school year.

3. A teacher on child care leave is entitled to return to his/her former position. If the position has been abolished under provisions of layoff and recall, such provisions shall prevail.

4. Upon return from extended child care leave, a teacher shall be given credit on the salary schedule for the school year in which such leave became effective.

L. A leave of absence without pay shall be granted for extended child care leave (beyond child care leave as defined in Article XIII, K) under the following conditions:

1. The Board shall grant to any teacher an extended child care leave provided that the teacher applies in writing to the Board at least sixty (60) days prior to the date such leave is to commence.

2. An extended child care leave shall be granted for a period mutually agreed upon by the parties at the time of granting, with primary consideration being given to normal trimester breaks and the time of year such leave must commence. A teacher shall notify the Board no later than 60 calendar days before his or her intended date of return.

a. A teacher on extended child care leave will return from leave only if a vacancy for which the teacher is highly qualified and certified exists.

b. An extended child care leave may be annually renewed up to a total of five (5) years inclusive of time in Article III, K, upon the written request of the teacher and approval of the Board under the condition that the teacher will return from leave only if a vacancy for which the teacher is qualified and certified exists. Written application for an extension of the leave shall be made to the Board no later than April 1.

c. An extended child care leave which has been applied for and granted in anticipation of such need may be rescinded by the teacher at any time prior to its commencement if the position has not already been filled or if there is another vacancy for which the teacher is highly qualified and certified.

M. Leaves of absence from Schedule B positions will be granted or denied based on reason for leave. The application is subject to review by a committee composed of the Superintendent and the Union President.

N. Return from Leaves

1. A teacher shall be entitled to return to a position comparable to his/her former position upon return from leave. If possible, the teacher will be returned to his/her former position. If the position has been abolished under provisions of layoff and recall, such provisions shall prevail.

2. If a teacher desires to return from leave before the expiration date of the leave and arrangements can be made, such teacher shall be placed in a position for which he/she is qualified, pending the beginning of a new semester, at which time transfer to the teacher's original position shall be made. Notification of the teacher's desire for early return from leave shall be made in writing by July 15.

3. In cases where a teacher has been employed by the district to replace a teacher on leave (or following the period before the ending of a semester in which the teacher on leave is to return to his/her original position), such teacher shall be given seniority preference over other new applicants for the first vacancy occurring after the return of the teacher on leave; provided, however, such teacher has performed well in his/her teaching assignment, and, further provided such teacher is qualified to fill the teaching vacancy.

4. No posting of a position opening is required if the position is to be filled within one year with the teacher returning from leave.

O. A person on unpaid leave may continue group coverage in such fringe benefits as are then current by paying the Board for such coverage at such time as the premiums are due provided such an arrangement is in compliance with the insurance carrier.

ARTICLE XIV
TEACHER EVALUATION, PERSONNEL FILES

A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. When a teacher works in more than one building and is to be evaluated by more than one administrator, notification of criteria for the evaluation must be given by both administrators with preference to the administrators jointly providing the criteria. The first evaluation will be done by the administrator with the fewest number of evaluations to complete during the evaluation year. During the next evaluation period, the other building administrator will complete the evaluation, and then the evaluation cycle will alternate. A required Individualized Development Plan in such a case must be completed by the administrators collaboratively. If a Plan of Assistance is required, both administrators shall collaborate on said plan.

B. Probationary Teachers: Probationary teachers shall be observed for the purposes of evaluation at least two times during the school year, and then at least 60 days after the first observation.

1. Probationary teachers shall meet with administration for a planning conference to establish goals and to develop an Individualized Development Plan (IDP) during the first quarter.

2. Probationary teachers shall be observed for the purposes of evaluation at least two (2) times during the school year unless additional observations for the purposes of evaluation are requested by the teacher or deemed necessary by the administrator.

3. These observations shall occur at least once before the end of the second quarter and then at least 60 days after the first observation and before the end of the third quarter.

C. Tenured Teachers: Tenured Teachers will be evaluated every three (3) years unless an annual evaluation is requested by the teacher or deemed necessary by the administrator.

D. Monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. A goal setting conference must be held prior to October 31 for teachers to be evaluated during the current year. At that conference, the teacher will be informed regarding all aspects of the process to be followed for the teacher's evaluation.

E. In a majority of evaluations, a teacher will be informed in advance of the day on which an evaluation is to occur, in order that the objectives or purpose of the class being observed may be discussed in advance between the parties. Informal observations may occur without prior notice; however, written procedures, as outlined herein, pursuant to such observations shall be followed if the observer chooses a written record of the observation.

F. Each observation will be made in person for a period of time which is reasonably required to complete the observation.

G. Non-classroom teachers (counselors, librarians, consultants, etc.) will meet with their evaluator within the first month of each school year to determine a process, timing, frequency, and method for formal observation for purposes of evaluation (if appropriate). The method by which items D and E of Article XIV will apply will be determined by mutual consent of the non-classroom teacher and

evaluator and reduced to writing and signed by both parties prior to the evaluation. If mutual consent is not achieved, the issue will be referred to the liaison process.

H. All evaluations shall be reduced to writing and a copy given to the teacher within five school days of the observation. If the teacher disagrees with the evaluation, within ten school days, the teacher may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

I. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the teacher is to improve and what assistance may be available from the administrator and other staff members. In the subsequent evaluation reports, the evaluation shall not change or lack of any previous negative comments.

J. Each evaluation of a teacher shall be followed by a personal conference between the teacher and evaluator within six school days of the observation for purposes of clarifying the written evaluation report.

K. Any complaint against a teacher which is not serious enough to create a written record thereof may not be brought up later in evaluating or reprimanding a teacher. For a complaint to be used later in an evaluation or reprimand, it is agreed that the creation of the written record must take place within five (5) working days following the complaint being registered. Copy of such written record

shall be presented to the teacher involved within the five (5) day time frame. This does not preclude a series of verbal notifications prior to escalation of a problem to the degree that there may be a need to reference the problem in an evaluation or reprimand. When this level of escalation is reached, the written notification must be made as outlined above, in order for the problem to be referenced in an evaluation or reprimand.

L. Personnel Files: The following refer to evaluative or disciplinary material or derogatory statements:

1. No materials may be in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material, within 10 working days, and the same shall be attached to the file copy of the material in question.

2. If a teacher believes that material placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file.

3. A teacher must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

4. If a teacher should refuse to sign material to be placed in his/her file, it shall be signed by that teacher's building representative or person designated by the Union President. The signature shall indicate that said teacher has been made aware of this material, but has refused to sign it.
5. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the teacher to accompany the teacher in such review. If a Union representative is not present, a Board representative will be asked to witness or accompany that teacher's review of the file.

M. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to all the machinery of the grievance procedure hereinafter set forth.

N. Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. A teacher may reasonably refuse to carry out an order which threatens his/her physical safety or well-being.

O. The Union will use its best efforts to secure correction of unprofessional behavior by any teacher, which behavior shall be reported by the Board or its representatives to the teacher and to the Union within three school days of occurrence.

P. A Mentor shall be assigned by the building principal to every probationary teacher upon entrance of the teacher into the system and for his/her first three (3) years of classroom teaching, as required by Section 1526 of the school Code. The Mentor, insofar as possible, shall be a tenured teacher with a minimum of five years teaching experience, and shall be engaged in teaching within the same grade, building, or discipline of the probationary teacher. The duties of the Mentor teacher are:

1. The relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor or probationary teacher.

2. At the request of the probationary teacher, the Mentor may be involved in the development of his/her Individualized Development Plan.

3. The Mentor may have, upon request and as approved by the principal, release time for the purpose of observation or direct work with the probationary teacher during the regular school day and school calendar year.

4. It shall be the duty of the Mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system.

ARTICLE XV
PROTECTION OF TEACHERS

A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he/she shall be judged guilty by a court of competent jurisdiction from whose decision no appeal has been taken.

D. If the personal property of an employee (brought into the classroom with the prior approval of the administrator in charge) is damaged, stolen or destroyed through no negligence of the employee, the employer agrees to reimburse the employee in the amount of the estimated loss, or to replace the article, whichever is most feasible. If an article is easily portable, it shall not be left in a room unless locked in a closet or desk. If a teacher is injured while in the line of duty, any medical, surgical or hospital fees in excess of that covered by existing health insurance policies herein provided shall be paid by the employer.

ARTICLE XVI
NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern

to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.

C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.

D. The Union agrees that the first negotiation meeting between the Crawford AuSable School District and the Crawford AuSable Federation of Teachers will begin between April 8 and April 12, 2010.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. A grievance is an unsettled complaint by a teacher, group of teachers, or the Union alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours or terms and conditions of employment.

1. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations over which the Board is without power to act.

2. No dispute over the modification of this Agreement shall be made the subject of a grievance.

3. If an employee elects to process a discharge through the Tenure Commission, such employee shall be stopped from access to the grievance procedure for such discharge.

4. A grievance must be filed within nine months following the incident giving rise to the grievance.

B. If the Building Liaison Board and the District-Wide Liaison Board are unable to resolve the issue within twenty (20) school days, a formal grievance may be filed within five (5) school days on the form set forth in Schedule C, annexed hereto, and signed by the grievant and Union representative, which form shall be made available to each Building Representative. A copy of the grievance form shall be delivered to the principal or supervisor. (See Article III, Section 4, Part a. page 3.)

C. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent.

D. Within three (3) school days or three (3) calendar weeks, whichever is earlier, after receipt of the grievance, the principal or supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing and the supporting reasons therefore, within three (3) days of such meeting and shall furnish a copy thereof to the Union.

E. Within twenty (20) school days or four (4) calendar weeks, whichever is earlier, after the delivery of the decision, the grievance may be appealed to the Superintendent.

F. Within ten (10) school days or three (3) calendar weeks, whichever is earlier, after delivery of the decision, the Superintendent or his designee shall meet with the Union Grievance Committee on the grievance and shall indicate his disposition of the grievance in writing, along with the reasons therefore, and shall furnish a copy thereof to the Union.

G. Within ten (10) school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by filing a written copy of the grievance accompanied by copies of previous decisions, with the Secretary or other designee of the Board.

H. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. At such hearing, the aggrieved shall have the right to be represented by Union Counsel. Participants in this hearing including witnesses shall be given at least three (3) days notice of the hearing.

I. Within seven (7) days after this hearing, the Board shall communicate its decision in writing, together with supporting reasons, to the principal, the Superintendent, the Union, Counsel for the Union (if any) and to the aggrieved.

J. Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.

K. General Principles

1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.

2. A grievance may be withdrawn at any level.

3. When hearings and conferences are held during duty hours, all persons who are entitled to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.

4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

5. Failure at any step of the grievance to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of a procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified at each step shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.

6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.

7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

8. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.

9. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.

10. It is the intention of the parties, where possible, that the issues to be arbitrated, the relevant facts comprising the issues, and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issues to the arbitrator in advance of the hearing.

11. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

L. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.

M. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. The Board and Union will meet to negotiate language when necessary.

B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil unless requested by the individual.

C. The Union shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Union shall, whenever possible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All individual teacher contracts shall be made subject to the terms of this Agreement.

E. Copies of this Agreement shall be printed at Board expense and presented to all teachers under employment at the earliest possible date.

F. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or endorsed, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiations and agreement on substitute language for the voided provisions.

G. This Agreement constitutes the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

H. Certification: All teachers must meet state requirements. Teachers will not be hired with substandard certification if properly certified teachers are available. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university if satisfactory candidates are available.

I. The Union agrees that during the term of this Agreement, and any extensions thereof, the Union shall neither condone, abet, nor participate in any form of work stoppage, including, but not limited to such activities as a slow down.

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

ARTICLE XIX
ADULT EDUCATION

A. Persons teaching in the adult education program shall be given seniority credit for that program, which seniority, coupled with satisfactory performance, shall be determinative in making future adult education teaching assignments.

B. Teachers in the adult education program shall be compensated for all mandatory meetings exceeding 9 hours per year.

ARTICLE XX
DURATION OF AGREEMENT

This Agreement shall be in effect August 31, 2008 - August 30, 2010.

BOARD OF EDUCATION

By: Carol E. Ramaswamy
President

By: Jane Lange
Secretary

Date: 7-15-08

FEDERATION OF TEACHERS

By: Karen K Leslie
President

By: D Lynn Thompson
Secretary

SCHEDULE A
2008-2009 SALARY SCHEDULE -- CRAWFORD AUSABLE SCHOOL DISTRICT

STEP	BA	BA + 18	MA**	MA+15***	Ed. Sp.
1	33,533	34,602	35,642	36,369	37,098
1.5	34,267	35,369	36,440	37,180	37,926
2	35,004	36,139	37,238	37,992	38,757
2.5	35,743	36,908	38,352	38,803	39,584
3	36,480	37,678	38,820	39,616	40,413
3.5	37,215	38,451	39,613	40,430	41,242
4	37,953	39,223	40,408	41,245	42,072
4.5	38,690	39,993	41,205	42,051	42,893
5	39,428	40,761	42,001	42,861	43,720
5.5	40,164	41,533	42,795	43,677	44,551
6	40,900	42,305	43,587	44,491	45,381
6.5	41,637	43,074	44,382	45,302	46,208
7	42,374	43,843	45,176	46,112	47,035
7.5	43,106	44,613	45,968	46,926	47,865
8	43,843	45,383	46,763	47,739	48,694
8.5	44,579	46,155	47,559	48,547	49,518
9	45,316	46,927	48,355	49,358	50,342
9.5	46,053	47,695	49,146	50,173	51,178
10	46,787	48,467	49,937	50,987	52,008
10.5	47,526	49,235	50,734	51,799	52,832
11	48,260	50,007	51,474	52,611	53,661
11.5	49,669	51,475	53,041	54,155	55,238
12	52,544	54,465	56,120	57,301	58,449

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

			BA	BA+18	MA**	MA+15***	Ed. Sp.
Longevity	(13-15)	1,825	54,369	56,290	57,945	59,126	60,274
Longevity	(16-18)	3,190	55,734	57,655	59,310	60,491	61,639
Longevity	(19-21)	3,400	55,944	57,865	59,520	60,701	61,849
Longevity	(22-24)	3,820	56,364	58,285	59,940	61,121	62,269
Longevity	(25-27)	4,450	56,994	58,915	60,570	61,751	62,899
Longevity	(28+)	5,500	58,044	59,965	61,620	62,801	63,949

** Teachers hired 6/90 or earlier may qualify for this scale with a MA or BA + 30
*** Teachers hired 6/90 or earlier may qualify for this scale with MA + 15 or BA + 45

SCHEDULE A
2009-2010 SALARY SCHEDULE -- CRAWFORD AUSABLE SCHOOL DISTRICT

STEP	BA	BA + 18	MA**	MA+15***	MA+30	Ed. Sp/Doc
1	33,868	34,948	35,998	36,733	37,469	38,469
1.5	34,610	35,723	36,804	37,552	38,305	39,305
2	35,354	36,500	37,610	38,372	39,145	40,145
2.5	36,100	37,277	38,736	39,191	39,980	40,980
3	36,845	38,055	39,209	40,012	40,817	41,817
3.5	37,587	38,836	40,009	40,834	41,654	42,654
4	38,333	39,615	40,812	41,657	42,493	43,493
4.5	39,077	40,393	41,617	42,472	43,322	44,322
5	39,822	41,169	42,421	43,290	44,157	45,157
5.5	40,566	41,948	43,223	44,114	44,997	45,997
6	41,309	42,728	44,023	44,936	45,835	46,835
6.5	42,053	43,505	44,826	45,755	46,670	47,670
7	42,798	44,281	45,628	46,573	47,505	48,505
7.5	43,537	45,059	46,428	47,395	48,344	49,344
8	44,281	45,837	47,231	48,216	49,181	50,181
8.5	45,025	46,617	48,035	49,032	50,013	51,013
9	45,769	47,396	48,839	49,852	50,845	51,845
9.5	46,514	48,172	49,637	50,675	51,690	52,690
10	47,255	48,952	50,436	51,497	52,528	53,528
10.5	48,001	49,727	51,241	52,317	53,360	54,360
11	48,743	50,507	51,989	53,137	54,198	55,198
11.5	50,166	51,990	53,571	54,697	55,790	56,790
12	53,069	55,010	56,681	57,874	59,033	60,033

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

			BA	BA+18	MA**	MA+15***	MA+30	Ed Sp /Doc
Longevity	(13-15)	1,825	54,894	56,835	58,506	59,699	60,858	61,858
Longevity	(16-18)	3,190	56,259	58,200	59,871	61,064	62,223	63,223
Longevity	(19-21)	3,400	56,469	58,410	60,081	61,274	62,433	63,433
Longevity	(22-24)	3,820	56,889	58,830	60,501	61,694	62,853	63,853
Longevity	(25-27)	4,450	57,519	59,460	61,131	62,324	63,483	64,483
Longevity	(28+)	5,500	58,569	60,510	62,181	63,374	64,533	65,533

** Teachers hired 6/90 or earlier may qualify for this scale with a MA or BA + 30
*** Teachers hired 6/90 or earlier may qualify for this scale with MA + 15 or BA + 45

Beginning Fall of 2009 addition of Masters + 30 and Doctorate to salary schedule. Change salary schedule for Education Specialist to include Doctorate. Educational Specialist/Doctorate receives a One Thousand Dollar ($1,000.00) addition to the pay scale. Masters + 30 salary will be at the former Ed. Specialist level. As of September 1, 2009, MDE accredited college credit beyond BA + 18 to be credited on the salary schedule shall be a part of a planned program that directly relates to CASD K-12 teaching and said program must be submitted to the district prior to classes being taken. Masters + 30 can be attained only if classes will result in a new K-12 certification or degree and payable once new certification or degree is submitted consistent with Article IV, E.

CAFT will receive a 1% increase on the Schedule A salary scale for the 2009-2010 school year.

For every additional student beginning at 1849 fall enrollment for school year 2008-2009 and 1835 fall enrollment for school year 2009-2010 will result in an additional increase of .025% with a maximum of 1%. If the State of Michigan enforces a proration that reduces the Districts' state aid payments, the amount of the proration will be reduced off the above formula. Schedule A will be recalculated and pay scales will be adjusted.

A stipend will be paid based on the above formula, if the enrollment falls about 1% maximum. The stipend is not part of Schedule A. The stipend will not pay more than 0.5%. This stipend shall be paid on the first payroll in June.

Eligible CAFT employees, as defined below, shall receive an annual stipend for $500.00 paid on the first payroll in December. One payment per CAFT employee is paid annually to eligible participants.

Teachers permanently residing within the CASD geographical boundaries and/or those that have their dependents attending CASD on a full time basis are eligible. The date of eligibility for the year is determined as of the official fall student count day.

SCHEDULE B
Pay for Extra Services

A. All extra-duty vacancies in Schedule "B" will be internally and externally posted simultaneously.

B. In the event that a Schedule "B" position is filled by a non-bargaining unit member, the Superintendent or his designee will contact the Union President with an explanation of his decision. That appointment will be regarded as annual and that position shall be posted as a vacancy prior to the next year/season in that activity. This provisional shall not limit the non-bargaining unit member from making application for the position.

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

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

E. Coaches:

1. When a new varsity head coach is hired, all coaching positions for that sport shall be posted as outlined in Section A above.

2. A maximum of two (2) weeks at $30 per regular practice day up to $150 per week for the Varsity Head Coach or $25 per regular practice day up to $125 per week for High School Assistant Coaches will be paid for coaching during summer vacations. This is for fall sports only.

F. Evaluations

1. All persons in a Schedule B coaching position will be evaluated.

2. Evaluations of coaching positions will be completed by the Athletic Director.

3. Coaching evaluations will be based on at least one observation of a practice session and one observation of a game.

4. Evaluations of Schedule B positions may be based in part on goals set collaboratively between the employee and Athletic Director during the first month of the school year.

5. All seasonal evaluations will be reduced to writing and a copy given to the employee within two (2) weeks of completion of the season.

6. If the evaluator finds the employee lacking, for reasons therefore shall be set forth in specific terms and specific goals for improvement and assistance can be provided if the District desires to re-employee the employee.

Group A – Varsity Coaches and Assistants

TITLE	CURRENT
Head Football	11%
Assistant Football	8%
Head Basketball	11%
Assistant Basketball Boys	8%
Head Basketball Girls	11%
Wrestling	10%
Volleyball	10%
Baseball	8%
Softball	8%
Track Boys	8%
Track Girls	8%
Soccer Boys	8%
Soccer Girls	8%
Cross Country	8%
Golf Boys	5%
Golf Girls	5%
Skiing	8%
Tennis Boys	5%
Tennis Girls	5%
Cheerleading	8% per season

Group B – Junior Varsity Coaches and Assistants

TITLE	CURRENT
Head Football	8%
Assistant Football Coach	8%
Wrestling	7%
Basketball Boys	8%
Basketball Girls	8%
Baseball	6%
Softball	6%
Volleyball	7%
Assistant A.D. High School	8%
Cheerleading	5%

Group C – Freshman Coaches and Assistants

TITLE	CURRENT
Head Football	8%
Assistant Football Coach	5%
Head Basketball	8%
Volleyball	7%

Group D – High School

TITLE	CURRENT
Band Director	10%
Assistant Band Director	7%
Class Sponsor – 12th Grade	2%

TITLE	CURRENT
Class Sponsor – 11th Grade	1.4%
Class Sponsor – 10th Grade	1.2%
Class Sponsor – 9th Grade	1%
Debate Director	5.5%
Forensic Director	5.5%
Assistant Forensic Director	3%
Honor Society	2%
Musical Director	6%
Musical Instrumental Director	2%
Musical Set Director	3%
Musical Vocal Director	4%
Newspaper Advisor	2%
Play Director	5% (2)
Artwork on Pays	1%
Student Council	5%
Vocal Music Director	6%
Yearbook Advisor	8%
Youth in Government	2%
Business Professionals of America	4%

Group E – Middle School Coaches and Assistants

TITLE	CURRENT
Basketball 7th Grade Boys	5%
Basketball 8th Grade Boys	5%
Basketball 7th Grade Girls	5%
Basketball 8th Grade Girls	5%
Track Boys (2)	5%
Track Girls (2)	5%
Volleyball	5%
Head Wrestling	5%
Assistant Wrestling Coach	2.5%
Skiing	4%
Cheerleading	4% per season
Pom Pon	2% per season
Athletic Director	6%
Intramurals	$8.50 per hour

Group F – Middle School

TITLE	CURRENT
Band Director	6%
Assistant Band Director	5%
Forensic Director	5%
Newspaper Advisor	2%
Play Director	5% (2)
Artwork on Plays	1%
Student Council	4%
Vocal Music Director	3%
Yearbook Advisor	5.5%

Group G – Elementary Schools

TITLE	CURRENT
Choir Director	1%
Odyssey of the Mind	1.5%
Student Council	2%
Advance Study Club	$200.00
Chess Club	2%
Safety Patrol Director	2%

Group H – Miscellaneous

TITLE	CURRENT
Adult Education	$20.00 hourly
Approved committee work outside the regular school day not covered elsewhere in this agreement.	$15.00 hourly
Approved instruction work outside the regular school day not covered elsewhere in this agreement.	$17.50 hourly
Chairperson of DIT or SIT	$150.00
Core Curriculum Chairperson	4%
Department Chairperson	2%
Driver Education	$17.50 hourly
District Media Chair	2%
Media Information	1% (per building)
Teacher Mentor Leader	4%
Mentor Teacher 1st Year	$200.00
Mentor Teacher 2nd Year	$200.00
Mentor Teacher 3rd Year	$200.00
NCA Chairperson	2%
Scoring 2 Events	$15.00
Scoring 1 Event	$10.00
Chairperson Student Assistant Team	2% (per building)
Technology Director	3%
Technology Department Chair (Elementary)	2% (3)
Timing 2 Events	$15.00
Timing 1 Event	$10.00

SCHEDULE C

LIAISON COMMITTEE FORM

LEVEL: BUILDING _____ DISTRICT _____

Date discussion regarding this issue was concluded _____

Union Members in Attendance _____ _____

_____ _____

District Members in Attendance _____ _____

_____ _____

THE ISSUE: Describe the issue.

THE RESOLUTION: Describe the resolution.

IF THE ISSUE IS UNRESOLVED:

THE POSITION OF THE UNION: Describe the Union position.

THE POSITION OF THE DISTRICT: Describe the district position.

_____ _____

For the Union For the District

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

Grievance Form

Step I - Building Level

To _____ Date Submitted _____

From _____ Date Liaison Board Completed Work _____

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

Remedy Sought (Specify)

_____
Signature

****

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

_____
Signature and Date

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

Grievance Form

Step II – Assistant Superintendent Level

To _____ Date Submitted _____

From _____ Date of Decision at Step I _____

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

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

_____
Signature

****

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

_____
Signature and Date

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

Grievance Form

Step III - Superintendent Level

To _____ Date Submitted _____

From _____ Date of Decision at Step II _____

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

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

_____
Signature

****

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

_____
Signature and Date

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

Grievance Form

Step IV - Board Level

To _____ Date Submitted _____

Date of Decision
From _____ at Step III _____

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

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

_____
Signature

****

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

_____
Signature of Board President

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

_____
Date

Grievance Form

Arbitration

To _____ Date Submitted _____

From _____ Date of Decision at Step IV _____

Statement of Intent to Arbitrate (Specify grievance being submitted to arbitration.)

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

Suggested Date(s): _____

_____
Union Signature

****

Board Response: (Date for conference, etc.)

_____
Signature and Date

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

CRAWFORD AUSABLE SCHOOL DISTRICT
SCHOOL CALENDAR 2008-2009 SCHOOL YEAR

August 26-28, 2008	Teacher Organizational Meetings
September 2	*School Opens for All Students*
October 8	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
November 5	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 3:30pm – 6:30pm
November 6	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
November 12	Staff Professional Development – NO SCHOOL
November 21	End of First Trimester
November 27 and 28	Thanksgiving Vacation -- NO SCHOOL
December 22	Winter Vacation Begins
January 5, 2009	School Resumes
January 21	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
February 13	Staff Professional Development – NO SCHOOL
February 16	Mid Winter Break -- NO SCHOOL
March 6	End of Second Trimester – Students ½ day – Teacher Records P.M.
March 18	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
April 3	Spring Vacation Begins -- NO SCHOOL
April 13	School Resumes
April 22	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
May 25	Memorial Day -- NO SCHOOL
June 5	Last Day of School – Students ½ day – Teacher Records P.M.

Total Instruction Days: 177
Total Staff Days: 182

½ Day Dismissal Times:
HS – 12:16 pm
MS – 12:30 pm
AP/GE – 12:41 pm

Early dismissal will apply for all district-wide scheduled in service exceeding one hour.

CRAWFORD AUSABLE SCHOOL DISTRICT
SCHOOL CALENDAR 2008-2009

AUGUST

S	M	T	W	T	F	S	S	T
					1	2	0	3
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	[26]	[27]	[28]	$29	30		
31								

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

STUDENT DAYS **177**
TEACHER DAYS **182**

FEBRUARY

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

MARCH

S	M	T	W	T	F	S	S	T
							22	22
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						

APRIL

S	M	T	W	T	F	S	S	T
			1	2	(3)	4	16	16
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				

MAY

S	M	T	W	T	F	S	S	T
					1	2	20	20
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								

JUNE

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

S Total days for students
T Total days for teachers
\# First Day of School
( ) No school for students/teachers
[ ] Days students not in class, but teachers on duty
* 1/2 day P/T Conf (AP, GE, MS) or Records
□ End of Trimester
△ HS Parent/Teacher Conf - Full Day School
⬡ Easter
^ Last Day of School
$ Payday (Summer - 7/15, 7/31, 8/14)

CRAWFORD AUSABLE SCHOOL DISTRICT
SCHOOL CALENDAR 2009-2010 SCHOOL YEAR

September 1-3, 2009	Teacher Organizational Meetings
September 8	*School Opens for All Students*
October 14	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
November 4	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 3:30pm – 6:30pm
November 5	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
November 13	Staff Professional Development – NO SCHOOL
November 25	End of First Trimester
November 26 and 27	Thanksgiving Vacation -- NO SCHOOL
December 23	Winter Vacation Begins
January 4, 2010	School Resumes
January 20	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
February 12	Staff Professional Development – NO SCHOOL
February 15	Mid Winter Break -- NO SCHOOL
March 5	End of Second Trimester – Students ½ day – Teacher Records P.M.
March 17	Parent/Teacher Conferences (MS, GE, AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
April 2	Spring Vacation Begins -- NO SCHOOL
April 13	School Resumes
April 21	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 3:30pm – 6:30pm
May 31	Memorial Day -- NO SCHOOL
June 10	Last Day of School – Students ½ day – Teacher Records P.M.

Total Instruction Days: 177
Total Staff Days: 182

½ Day Dismissal Times:
HS – 12:16 pm
MS – 12:30 pm
AP/GE – 12:41 pm

Early dismissal will apply for all district-wide scheduled in service exceeding one hour.

CRAWFORD AUSABLE SCHOOL DISTRICT

Proposed 2009-2010 Calendar

AUGUST

S	M	T	W	T	F	S	S	T
						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							

SEPTEMBER

S	M	T	W	T	F	S	S	T
		[1]	[2]	[3]	4	5	17	20
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					

OCTOBER

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

NOVEMBER

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

DECEMBER

S	M	T	W	T	F	S	S	T
		1	2	3	4	5	16	16
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)				

JANUARY

S	M	T	W	T	F	S	S	T
					(1)	2	20	20
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								

STUDENT DAYS **177**

TEACHER DAYS **182**

FEBRUARY

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

MARCH

S	M	T	W	T	F	S	S	T
	1	2	3	4	[5*]	6	23	23
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					

APRIL

S	M	T	W	T	F	S	S	T
				1	(2)	3	15	15
✡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			

MAY

S	M	T	W	T	F	S	S	T
						1	20	20
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)							

JUNE

S	M	T	W	T	F	S	S	T
		1	2	3	4	5	8	8
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					

S Total days for students

T Total days for teachers

\# First Day of School

( ) No school for students/teachers

[ ] Days students not in class, but teachers on duty

* 1/2 day

[ ] End of Trimester

△ HS Parent/Teacher Conf - Full Day School

✡ Easter

^ Last Day of School

$ Payday (Summer 7/15, 7/30, 8/13)

TOPICAL INDEX

-A-

ADULT EDUCATION Pg 6-B6, 29
ASSIGNMENTS Pg 12

-B-

BARGAINING UNIT Pg 1-A
BENEFITS Pg 4-B

-C-

CALENDAR Pg 10-K, 42-45
CERTIFICATION Pg 28-H
CLASS LOAD Pg 11
CLASS SIZE Pg 13-H
COMPENSATION:
- Comp Time Pg 9-I
- Credit for Experience Pg 9-E
- Hourly Rate Pg 9-G, 11-I
- Insurance Pg 4-B
- Negotiations Pg 10-L
- Salary Schedule Pg 9-F, 30
  - Schedule A Pg 30
  - Schedule B Pg 32-35
- Termination Pay Pg 11-O

-D-

DENTAL INSURANCE Pg 5-2
DISCIPLINE & DISCHARGE Pg 24-M, 28-L

-E-

EVALUATIONS Pg 23

-F-

FACILITIES & SUPPLIES Pg 13-I
FINANCIAL RESPONSIBILITY Pg 1-A

-G-

GRIEVANCE PROCEDURE Pg 26
- Grievance Forms Pg 36

-H-

HEALTH EXAMINATIONS Pg 8-12
HOURLY RATE Pg 9-G

-I-

INSURANCE
- Dental Insurance Pg 5-2
- Hospital/Medical Pg 4
- Life Insurance Pg 8-10
- Long Term Disability Pg 8-11
- Optical Insurance Pg 5-3
- Insurance Option Program Pg 5-4
- Unpaid Leave Periods Pg 8-13

-J-

JOB SHARING Pg 6-7
JURY DUTY Pg 9-C

-L-

LAYOFF Pg 15
LEAVES OF ABSENCE Pg 20
LIAISON BOARD Pg 3-A4
LIAISON COMMITTEE FORM Pg 36

-M-

MANAGEMENT RIGHTS Pg 3-B
MENTOR Pg 25-P
MILEAGE Pg 10-J
MISCELLANEOUS PROVISIONS Pg 28

-N-

NEGOTIATION PROCEDURES Pg 25
NONDISCRIMINATION Pg 14-O

-O-

ORTHODONTICS Pg 5-2

-P-

PART TIME BENEFITS Pg 7-8
PAY FOR EXTRA SERVICES Pg 32
PAYROLL DEDUCTIONS Pg 1-B
PERSONAL BUSINESS LEAVE Pg 19
PERSONAL PROPERTY Pg 25-D
PERSONNEL FILES Pg 24-L
PRESCRIPTION DRUGS Pg 4B
PROBATIONARY TEACHERS Pg 23-B
PROFESSIONAL COMPENSATION Pg 2-A, 11-O
PROFESSIONAL ORGANIZATION Pg 8-15

-Q-

QUALIFICATIONS
- Certification Pg 28-H

-R-

RECALL Pg 18-F
RELIEF PERIODS Pg 11-F
RETIREMENT Pg 7-9
RETURN FROM LEAVES Pg 22-N

-S-

SALARY SCHEDULES Pg 30
SCHOOL CALENDAR Pg 42-43
SENIORITY Pg 16-B
SICK LEAVE Pg 19
SICK/PERS LEAVE INCENT PROG Pg 8-14
SNOW DAYS Pg 10-6
SUBBING Pg 9-I
SUBSTITUTE TEACHERS Pg 10-M

-T-

TEACHER PROTECTION Pg 25
TEACHING COACH/MENTOR Pg 25-P
TEACHING CONDITIONS Pg 12
TEACHER RIGHTS Pg 2-A
TERMINATION PAY Pg 11-O
TRANSFERS Pg 15
TENURE TEACHERS Pg 23-C

-U-

UNION DUES Pg 1-B, 1-A

-V-

VACANCIES & PROMOTIONS Pg 14
VISION (Optical) INSURANCE Pg 5-3