

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

**CRESTWOOD FEDERATION OF
TEACHERS**

Effective June 14, 2010 - August 15, 2012

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AGREEMENT

This Agreement is entered into this 14th day of June, 2010, by and between the Crestwood School District (hereinafter called the "School District") and the Crestwood Federation of Teachers (hereinafter called the "Federation").

PREAMBLE

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

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

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

ARTICLE I - RECOGNITION

SECTION A: EMPLOYEES COVERED

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

SECTION B: DEFINITION

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

ARTICLE II - RIGHTS OF THE SCHOOL DISTRICT

SECTION A: SCHOOL DISTRICT RIGHTS

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

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

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

**ARTICLE III -
CRESTWOOD FEDERATION OF TEACHERS RIGHTS**

SECTION A: SCHOOL FACILITIES

The Federation, its authorized agents, and its members, shall have the right to use school building facilities for meetings to conduct Federation business, upon request and prior notice, provided such use does not interfere with the orderly operation of the School District. Time and location of the meeting shall be subject to coordination by the administration with other scheduled activities in the School District. When special custodial services are required, the School District may make a reasonable charge to the Federation therefor.

SECTION B: INTER-SCHOOL MAIL

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

SECTION C: POST NOTICES

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

SECTION D: EQUIPMENT

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

1. Copier machines.
2. Computers/Printers.
3. Video Playback Equipment.

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

SECTION E: MEETING WITH SUPERINTENDENT

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

SECTION F: RELEASE TIME

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

SECTION G: DIRECTORY

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

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

SECTION H: COPIES OF CONTRACT

Within thirty (30) days of ratification of this Agreement by the Board of Education, the Employer will produce and deliver a "redlined" copy of the contract to the Federation for its review. Once the parties are in agreement that the contract is ready for signature, a signature-ready copy of the contract will be produced by the Employer within thirty (30) days. Copies of this signed Agreement shall be reproduced at the expense of the Employer and presented to all teachers now employed or at the time of employment, to any teachers hereafter employed, during the term of this Agreement.

SECTION I: BOARD POLICIES

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

SECTION J: NOTICE OF BOARD MEETINGS, AGENDA AND MINUTES

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

SECTION K: DATA INFORMATION AVAILABILITY

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

1. Financial audit.
2. Treasurer's reports.

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

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

SECTION L: POSTING OF SENIORITY LIST(S)

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

ARTICLE IV - ORGANIZATION SECURITY AND DEDUCTIONS FOR PROFESSIONAL DUES

SECTION A: DUES AND SERVICE FEES

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

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

The Federation shall certify to the School District at the beginning of each school year the membership of the Federation subject to deduction of membership dues or service fees and the amount of the monthly Federation dues or service fees to be deducted from the regular payroll check of those teachers who have voluntarily authorized in writing the deduction. These amounts so certified and deducted shall be forwarded to the Federation, provided that when a teacher objects to the proper amount of such deduction, the deduction as certified by the Federation shall be placed in an escrow account by the School District until a determination of the proper amount of the deduction has been adjudicated in the proper administrative and/or judicial forums. In the event that the teacher refuses to pay the proper amount as adjudicated for the representation service fee or membership fees, the failure shall constitute reasonable and just cause for dismissal. The School District shall terminate said teacher at the end of the school year and no grievance shall arise nor shall any grievance be processed out of this termination.

SECTION B: PAYROLL DEDUCTIONS.

Upon written authorization from teachers, the school district shall withhold from compensation and contribute to the school district's 403(b) Plan in accordance with and subject to the terms of

the Board adopted 403(b) Plan. Such voluntary payroll deductions shall be remitted within three (3) days of being withheld from such wages to one or more of the following Board approved investment providers:

Ameriprise Financial
AXA Equitable
Consolidated Financial
Fidelity Investments
GLP & Associates
Michigan Educational Credit Union
Valic
FTJ Fund

SECTION C: INDEMNIFICATION

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

ARTICLE V - TEACHER RIGHTS AND PROTECTION

SECTION A: JUST CAUSE

No teacher shall be disciplined by reprimand, orally or in writing, without just cause, providing, nothing herein shall limit the School District's right with respect to the termination of services or failure to renew a probationary teacher. The teacher shall be provided a copy of any written disciplinary reprimand and shall be required to sign for the same.

SECTION B: RIGHT TO REPRESENTATION

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

SECTION C: STUDENT REMOVAL

A teacher may remove a pupil from a class and send the pupil to the school office consistent with School District policy on student discipline. Except in cases of extreme emergency, the

reason(s) that the student has been removed from class and sent to the school office shall be reduced to writing by the teacher on either of the Discipline Referral forms attached hereto, and will be submitted at the time that the student is sent to the office. The Discipline Referral - Long Form (attached hereto) will then be completed by the teacher, and submitted to the school office by the end of the day on which the student was removed from class and sent to the school office. No later than the end of the school day following the day on which the teacher has submitted the Discipline Referral - Long Form, the teacher shall be notified in writing of what action has been taken. If no action has been taken, the teacher shall be informed in writing of the reasons the teacher shall be notified of what action has been taken. If no action has been taken, the teacher shall be informed of the reasons.

SECTION D: STUDENT ASSAULTS

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

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

SECTION E: TEACHER LIABILITY COVERAGE

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

SECTION F: SPECIAL SERVICES

The School District will provide diagnostic evaluation, speech therapy, social work assistance, and other special education services that may be required to assist in handling students with special problems.

SECTION G: TEACHER AIDES

Teachers and administrators may involve teacher's aides in:

1. Performance of non-instructional duties.
2. Assistance to them in instructional related activities.

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

SECTION H: PERSONNEL FILE

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

ARTICLE VI - ASSIGNMENTS, VACANCIES AND TRANSFERS

SECTION A: ASSIGNMENTS

The Superintendent, or his designee, shall give each teacher written notice of his/her tentative teaching assignment for the forthcoming school year five (5) working days prior to the end of the teacher work year. Should changes in assignment thereafter be made, the teacher shall be notified immediately, in writing, the reasons for the change. In no event shall changes in a teacher's assignment be made later than fourteen (14) days preceding the commencement of the school year without good cause and the sufficiency of the cause shall either be subject to the grievance procedure or the teacher may resign his/her position in good standing. Any resignation shall be deemed to be for good cause for purposes under the Teacher Tenure Act.

In the event of a known change in grade level assignment at the elementary level for the coming school year, the principal will consider volunteers from the building grade level in question and meet with the teacher selected, and at the teacher's request, the Federation representative, to review the reason for the assignment change. The meeting will take place prior to the date of issuing tentative assignments for the forthcoming school year. The decision shall be based on the principal's determination as to the instructional requirements, student needs and the best interest of the District.

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

The District will review a tentative draft specials schedule with the Federation President, and a specials teacher designated by the Federation, to obtain the Union's input prior to publishing the schedule. Under normal circumstances, the draft schedule will be reviewed with the Federation on or before the last teacher workday in June. Subsequent changes shall be reviewed with the

Federation. In preparing a special schedule, consideration will be given to balancing assignments and travel between buildings.

SECTION B: VACANCIES

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

Newly created positions within the bargaining unit shall also be considered a vacancy and shall be posted and filled as provided in this Section B. Under normal circumstances, internal applicants meeting the minimum requirements will be offered interviews. The term “normal circumstances” assumes a relatively small number of qualified applicants apply. If a large number apply, the District will do a paper screen to find the best three or four internal applicants who would be interviewed. All other internal applicants who applied would be notified that their application had been reviewed but they had not been selected for interviews.

In filling a vacancy, the School District shall consider several factors, including, but not limited to, the applicants’ competency, teaching experience, academic preparation in the subject area and/or grade level to be taught, seniority in the bargaining unit and the best interests of the educational and instructional program. The Superintendent’s, or designee’s decision in filling the vacancy shall be final and the decision shall not be the basis of a grievance.

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

SECTION C: INVOLUNTARY TRANSFER TO POSITIONS/VACANCIES

An involuntary transfer is defined as movement of a teacher without consent from their assigned position during the school year to a position which is out of their present assigned subject area. No involuntary transfer shall be made, except in cases of emergency or to prevent undue disruption of the instructional program, prevent layoff or accommodate recall. In the event an involuntary transfer is made, the Superintendent shall notify the affected teacher and the Federation, in writing, of the reasons for the transfer. If the teacher objects to the involuntary transfer, the teacher may file a transfer request form for their prior position. If the teacher objects to such involuntary transfer, he/she may submit the dispute for resolution through the professional grievance procedure, or he/she shall have the opportunity to resign his position in good standing. Any resignation under the foregoing provision shall be deemed to be for good cause for purpose of the Tenure Act.

SECTION D: TRANSFER TO SUPERVISORY POSITIONS

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

SECTION E: EXTRACURRICULAR VACANCIES

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

SECTION F: EXCLUSIVITY OF LAYOFF AND RECALL PROVISIONS

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

ARTICLE VII - SCHOOL DAYS

SECTION A: GENERAL RESPONSIBILITIES

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

SECTION B: TIME SCHEDULE

All teachers in the secondary and middle schools shall have a seven (7) hour and four (4) minute day. All elementary schools shall have a seven (7) hour and thirty-four (34) minute day. The workday shall not begin prior to 7:00 a.m. nor end later than 4:00 p.m. Duty time shall be continuous except for the scheduled lunch period. Secondary and middle schools will have approximately seventy-three (73) minute class periods of four (4) teaching periods per day.

Secondary (9-12) and middle school (5-8) teachers shall report to their schools ten (10) minutes before the opening of the pupils' school day. Elementary (grades K-4) teachers shall report to their schools thirty-one (31) minutes before the opening of the pupils' school day.

SECTION C: LUNCH

Each secondary and middle school teacher shall have a twenty-five (25) minute duty-free lunch with a five (5) minute passing period before and after lunch. Each elementary teacher shall have a duty-free lunch period of forty-five (45) minutes.

SECTION D: PLANNING PERIODS

For any school year in which 1098 hours of instruction are required, and professional development time is counted as instruction, the following schedule applies:

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

Elementary teachers shall report to the building thirty-one (31) minutes prior to the beginning of instruction for purposes of planning and other professional responsibilities, such as conferences, child study and other meetings related to IDEA with the understanding that the use of such time by the principal shall be limited to not more than one (1) day per week.

SECTION E: SPECIAL INSTRUCTION AND RECESS TIME

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

In order to facilitate such unassigned planning time for full-time elementary positions, effective upon ratification of this Agreement by both parties and ending June 29, 2012:

- A. A special shall be scheduled in 40-minute increments, except at the kindergarten level, where the special may range from 20 to 40 minutes, unless otherwise agreed between the District and the Federation; and
- B. A minimum of four (4) such specials will be scheduled each full week of school, or approximately 160 minutes of planning time per full week. Three (3) such periods per full week of school will be unassigned, and the remaining period (40 minutes) will be used for PLC. During a week that is less than a full week of school, the number of three (3) unassigned periods will be prorated, and the PLC period will be held. In the event that the PLC period is cancelled due to the absence of a teacher, that period will be rescheduled within one (1) week in place of one (1) unassigned period in that week. In the event that the School District schedules five (5) such periods per week (or the prorated number of such periods in a week that is less than a full week), a teacher may be required to substitute for an absent teacher without additional compensation for one (1) of those periods.

This paragraph shall not constitute a term and condition of employment when this contract expires.

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

SECTION F: SUBJECT MATTER PREPARATION PERIODS

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

The Crestwood School District agrees to meet and discuss with the Crestwood Federation of Teachers the number and configuration of teacher assignments of more than three preparations as defined in Article VII, Section F, of the Bargaining Agreement and to give consideration to the Federation's input. This meeting shall occur by May 30, or as soon thereafter as the necessary scheduling information is available in any year when student course selections make teacher assignments of more than three preparations likely. It is the mutual goal of the parties to provide the maximum in curricular and educational opportunity for students, and to keep added teacher preparations to a minimum.

SECTION G: EXTRA ASSIGNMENTS

No secondary or middle school teacher shall be required to extend his/her services beyond the limits established in this Article (VII), but a teacher may agree to such extended service provided he/she is compensated at one-sixth (1/6) of his/her base salary for middle school teachers and at one-fifth (1/5) of his/her salary for high school teachers for each additional period assigned.

SECTION H: STAFF MEETINGS

Teachers shall attend any necessary meetings called by the principal, or department meetings called by department supervisors, provided that such meetings are scheduled for and held on Mondays immediately after school, and that attendance shall not be required more than two (2) meetings per month. Meetings shall last no longer than thirty (30) minutes. With the consent of the teachers involved, the limitations of this provision may be waived. Teachers who are involved in an extra-curricular assignment shall be excused from these meetings when there is a scheduled competition or performance. (Note: Practice is not a competition or performance.)

The Monday schedule for the year shall be established prior to the end of the first week of school. It is understood that shared time teachers will attend all staff meetings.

Each teacher shall complete six (6) hours of professional development beyond the four (4) days scheduled for professional development on the 2009-2010 calendar. This six (6) hours of

professional development shall be completed without additional compensation in (a) the professional development activities provided by the School District outside of the school day; and/or (b) in other professional development. Activities which occur outside the school day, and which are approved in advance by the School District, with documentation of attendance acceptable to the School District provided by the teacher. Teachers must sign in and out of professional development activities provided by the School District.

SECTION I: ANNUAL OPEN HOUSE

Teacher attendance at the Annual Open House shall be required. Teacher attendance at Parent-Teacher Organization meetings and other open houses shall be voluntary.

SECTION J: PARENT TEACHER CONFERENCES

For grades K-4, three (3) one-half days after the first marking period (or one full day which would include the evening), and two (2) one-half days after the third marking period (or a half-day and evening) shall be scheduled for the purpose of parent-teacher conferences. Two of these conferences may be held in the evening with one half-day release time given for each evening conference.

For grades 5-8, one afternoon and one evening in the first term, one evening in the second term and one afternoon in the third term shall be scheduled for the purpose of parent-teacher conferences. One half-day release time will be given for each evening conference.

For grades 9-12, one evening parent-teacher conference will be scheduled in each of the first two terms, and one afternoon parent-teacher conference will be scheduled in the third term. The first two conferences will be held in the evening with one-half day release time given for each evening conference.

Placement of half-days of release time from evening conferences will be determined annually by representatives of the Federation and Administration.

SECTION K: SCHEDULED CALENDAR DAYS

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

Middle school teachers shall have one half (1/2) day at the end of the each term for the purpose of marking report cards.

For high school teachers, two (2) one half (1/2) days for exams at the end of each term shall be provided and one records day will be provided at the end of each term for marking report cards.

SECTION L: REPORTING UNAVAILABILITY FOR WORK

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

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

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

SECTION M: CANCELLED STUDENT INSTRUCTION DAYS

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

ARTICLE VIII - WORKING CONDITIONS

SECTION A: STUDENT SUPERVISION

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

SECTION B: TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Federation and the School District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insurance that the energy of the teacher is primarily utilized to this end.

SECTION C: CLASS SIZE

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

Elementary Teachers

Neither of the following sums nor any other relief shall be due and owing for situations in which the applicable standard is exceeded for the first ten (10) consecutive or non-consecutive days on which elementary school students are present. For the next ten (10) consecutive or non-consecutive days on which elementary school students are present and that the applicable standard is exceeded, the teacher shall receive the sum of \$7.50 for each student in excess of the applicable standard for each day on which elementary school students are present and that the standard is exceeded. For each consecutive or non-consecutive day thereafter on which elementary school students are present and that the applicable standard is exceeded, the teacher shall receive, for each student in excess of the applicable standard, a sum equal to his/her base salary, divided by 185, with that quotient being divided by the applicable standard.

Elementary Specials Teachers

For purposes of this paragraph, “incident” shall mean a class period in which the applicable standard is exceeded on a day on which elementary school students are present. Neither of the following sums nor any other relief shall be due and owing for situations in which the applicable standard is exceeded for the first ten (10) consecutive or non-consecutive incidents. For the next ten (10) consecutive or non-consecutive incidents that the applicable standard is exceeded, the teacher shall receive the sum of 1/8 of \$7.50 for each student in excess of the applicable standard for each incident. For each consecutive or non-consecutive incident thereafter that the applicable standard is exceeded, the teacher shall receive, for each student in excess of the applicable standard, a sum equal to his/her base salary, divided by 185, with that quotient being divided by the applicable standard, and that quotient being multiplied by 1/8.

Middle School Teachers

For purposes of this paragraph, “incident” shall mean a class period in which the applicable standard is exceeded on a day on which middle school students are present. Neither of the following sums nor any other relief shall be due and owing for situations in which the applicable standard is exceeded for the first ten (10) consecutive or non-consecutive incidents. For the next ten (10) consecutive or non-consecutive incidents that the applicable standard is exceeded, the teacher shall receive the sum of 1/6 of \$7.50 for each student in excess of the applicable standard for each incident. For each consecutive or non-consecutive incident thereafter that the applicable standard is exceeded, the teacher shall receive, for each student in excess of the applicable standard, a sum equal to his/her base salary, divided by 185, with that quotient being divided by the applicable standard, and that quotient being multiplied by 1/6.

High School Teachers

For purposes of this paragraph, “incident” shall mean a class period in which the applicable standard is exceeded on a day on which high school students are present. Neither of the following sums nor any other relief shall be due and owing for situations in which the applicable standard is exceeded for the first ten (10) consecutive or non-consecutive incidents. For the next ten (10) consecutive or non-consecutive incidents that the applicable standard is exceeded, the teacher shall receive the sum of 1/5 of \$7.50 for each student in excess of the applicable standard for each incident. For each consecutive or non-consecutive incident thereafter that the applicable standard is exceeded, the teacher shall receive, for each student in excess of the applicable standard, a sum equal to his/her base salary, divided by 185, with that quotient being divided by the applicable standard, and that quotient being multiplied by 1/5.

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

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

SECTION D: TEACHING FACILITIES

The School District shall provide:

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

SECTION E: BUILDING CONDITIONS

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

SECTION F: PARKING

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

SECTION G: MONEY COLLECTION

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

SECTION H: TELEPHONE

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

SECTION I: HEALTH AND SAFETY

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

SECTION J: EARLY DISMISSAL

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

SECTION K: SCHOOL CALENDAR

The calendar for 2009/10 is Schedule C-1. The calendar for 2010/11 is Schedule C-2. The calendar for 2011/12 is C-3.

If the school calendars set forth above do not provide a sufficient number of days/hours of student instruction required for the School District to receive full state aide and not suffer a reduction, the parties shall meet to add the number of day(s)/hours necessary to receive full state aide.

SECTION L: TRAVEL BETWEEN BUILDINGS

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

SECTION M: STUDENT PROMOTION/RETENTION

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

SECTION N: SUBSTITUTE PREFERENCE

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

SECTION O: SUPERVISION OF STUDENT TEACHERS

Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. The School District shall remit to the supervising teacher any monies received from the university which placed the student teacher.

SECTION P: SHARED TIME POSITIONS

K-4 Teachers

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

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

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

Teachers teaching full-time for one (1) semester would receive one-half the annual accumulated paid leave days granted to teachers in a full time assignment for a full school year, with one (1) full day deducted for each full day's absence.

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

bank (which was accumulated through full-time work) would be prorated based upon the teacher's assignment (one-half (1/2) day for one-half (1/2) time employment).

All shared time teachers will receive pro-rated insurance benefits. Furthermore, each shared time teacher will attend the nine (9) one-hour blocks of professional development and all staff meetings.

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

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

5-12 Teachers

The Superintendent may, in his discretion, approve shared teaching positions. Applications for a shared position during the first term of a school year must be received by May 1st of the prior school year. Applications for a shared position during the second term must be received by October 15th of that school year. Applicants for a shared position during the third term must be received by January 15th of that school year. Vacancies created by the establishment of shared teaching positions during the second or third terms of any school year will be posted. Teachers applying for and receiving a shared teaching position will remain in the position for a school year or the second or third term (as applicable) of a school year.

Shared teaching positions shall be defined as two (2) teachers sharing a position for a school year on a daily basis or 2 teachers teaching a combination of 3 terms, which would otherwise have been a single assignment for one teacher. Each teacher sharing a position will receive a prorated portion of his/her salary based upon the ratio of classes taught to the total classes normally taught, as shown in Schedule A. Salary would not begin for a shared time teacher until active employment begins.

Teachers teaching full-time for one (1) term would receive one-third the annual accumulated paid leave days granted to teachers in a full time assignment for a full school year, with one (1) full day deducted for each full day's absence.

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

bank (which was accumulated through full-time work) would be prorated based upon the teacher's assignment.

All shared time teachers will receive pro-rated insurance benefits based upon the ratio of classes taught to the total classes normally taught. Furthermore, each shared time teacher will attend all professional development and all staff meetings.

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

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

SECTION Q: COUNSELORS

Counselors will work the teacher year plus up to thirteen (13) additional days, paid at their per diem rate, scheduled continuous to the end or beginning of the school year as determined by the School District. Counselors will be notified of the scheduled dates of the additional days no later than May 15. Counselor's workday is continuous duty, excluding lunch. Counselors shall not receive a planning period.

ARTICLE IX - INSTRUCTIONAL IMPROVEMENT

SECTION A: INSERVICE

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

In addition to any inservice scheduled as part of the calendar, up to six (6) one-half (1/2) District and or building inservice days may be scheduled each school year. The dates shall be determined at the discretion of the Superintendent or his designee. In the case of District inservice, the dates and content of the inservice shall be established by the Superintendent, or his designee, after consultation with the Curriculum Council. In the case of building inservice, the dates and content of the inservice shall be established by the Superintendent or his designee, after consultation with the School Improvement Committee and the building representative.

SECTION B: PROFESSIONAL DEVELOPMENT INDUCTION

During the first three (3) years of employment in classroom teaching, a teacher shall be required to receive intensive professional development induction into teaching, including classroom management and instructional delivery. The intensive professional development shall consist of five (5) days, in each of the first three (3) years of employment, of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors. The five (5) days of professional development each year are in addition to the professional development days provided for in the regular school calendar, are without additional compensation, and, as a condition of continued employment, the five (5) days each year shall be completed by April 1 of each school year.

The administration shall make teachers aware of professional development seminars, workshops, inservices, and other activities which have been approved by the administration as qualifying for a professional development day. A teacher may also make application to the administration for the approval of professional development activities he/she may want to attend.

SECTION C: CONFERENCE ATTENDANCE

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

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

SECTION D: WAIVER PROCESS

The Crestwood School District (“the District”) and the Crestwood Federation of Teachers (“the Union”) agree that, from time to time, recommendations from a building’s school improvement committee or a desire on the part of the staff of a building to implement innovative ideas to improve the school may require the waiver or modification of the collective bargaining agreement. Therefore, the District and the Union have agreed to the following procedure and process for effectuating such proposed waivers and modifications.

1. A proposal for waiver or modification will be developed in writing by those proposing the waiver or modification with concurrence of the building principal and shall include both the current contract language and proposed waiver or modification.

2. The proposal will be given to the building membership at least five (5) working days prior to a vote.
3. If 75% of the building membership votes in favor of the proposal, it will be referred to the Executive Board of the Union and the District's administration.
4. The Union's Executive Board shall accept or reject the proposal on the Union's behalf and shall so notify the District's administration, in writing, within twenty-five (25) working days of building's vote on the proposal.
5. The District's administration shall accept or reject the proposal and so notify the Union's Executive Board, in writing, within five (5) working days of receipt of notification of acceptance from the Union.
6. Waivers and modifications accepted by the District and the Union will take effect as specified in the proposal, but shall expire on the expiration date of the then applicable collective bargaining agreement.

SECTION E: TEACHER EVALUATION

The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed at least twice during the school year; at least once between October 1 and December 1, and once between January 15 and March 15. A year-end evaluation shall follow the last observation. Tenured teachers should be observed and evaluated at least once every other year.

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

Within five (5) days of the written evaluation, at the request of either party, the administrator shall hold a conference with the teacher he/she observed and discuss his/her evaluation. Each teacher shall receive a copy of his/her evaluation. The teacher may attach a statement providing additional pertinent information, if desired.

No later than April 15 of each school year, the final written evaluation report will be furnished to the Superintendent for each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Superintendent, or his designee, will advise the teacher of the reasons therefore in writing.

Upon ratification of this Agreement by both parties, a committee will be formed of three (3) administrators selected by the School District and three (3) members of the bargaining unit

selected by the Federation to engage in bargaining regarding changes to the collective bargaining agreement necessitated by Section 1249 and 1250 of the Michigan School Code.

SECTION F: PERSONNEL FILE/COMMUNICATIONS AND EVALUATIONS

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

SECTION G: It is a professional responsibility of teachers and school improvement teams to provide a sufficient number of qualified mentors in each school. A list will be provided. The Building Principal will consult with the School Improvement Team to help put such a list together. A formal mentorship program has been developed. An annual stipend per each mentee will be provided. The stipend will be set forth in Schedule B.

ARTICLE X - CURRICULUM COUNCIL

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

1. All such programs, textbooks and equipment must be presented to and discussed with the building, department or grade level staff affected by the proposed program. Such presentation shall be made verbally to the affected group preceded by a distribution of available School District printed information regarding proposed program.
2. Following the presentation and discussion, members of the affected building, department or grade level staff may submit in writing to the Curriculum Council concurring and/or dissenting opinions. These opinions shall be forwarded in writing to the Curriculum Council prior to its consideration of the program.
3. Following implementation of stages (1) and (2) above, the proposed program shall be considered by the Curriculum Council. A recommendation will be developed by the Curriculum Council concerning the proposed program and will be forwarded to the Superintendent for presentation to the School Board, along with his/her own recommendations.
4. The decisions of this Council shall be reached by a majority vote of the members present; provided the teacher representatives comprise a majority of those in attendance.

5. The Council shall meet at least five (5) times a year from 4:00 p.m. until 6:00 p.m. Participants will be paid \$65.00 per meeting.
6. The Council shall determine its procedure for efficient operation.

SECTION B: The Council shall be composed of:

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

SECTION C: Matters for study by the Curriculum council shall be initiated through the proper channels of communication as determined by the Council as part of its organizational procedure.

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

ARTICLE XI - SENIORITY

SECTION A: DEFINITION OF SENIORITY

Seniority dates for current teachers and administrators shall be as set forth in the attached seniority list.

Seniority for new hires shall be defined as the total years of service as an employee of the School District in a bargaining unit position commencing from the first day worked as a regular contractual teacher (following the last date of hire), excluding all substitute work, whether day-to-day or permanent.

The seniority dates have been computed in accordance with existing contract provisions. The seniority list will be posted in each school for 15 days following ratification of the agreement. A teacher who believes his/her seniority date is in error may file a written request to correct the error within said 15 days. The written request will contain the proposed corrected date with any support documentation. It shall be submitted to the Superintendent with a copy to the Union

President. At the expiration of the 15-day posting period, seniority dates for all employees hired prior to June 1, 2004, shall be conclusive and final, except as modified by Section B below or as a result of a timely-appeal provided above.

SECTION B: TEACHER/ADMINISTRATIVE SENIORITY

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

SECTION C: COUNSELORS SENIORITY

The seniority list as revised on 6/10/97, and signed by the parties, sets forth the parties' agreements relative to the seniority dates of counselors and the dates shall be forever conclusive and final.

ARTICLE XII - REDUCTION OF PERSONNEL

SECTION A: In the event of a reduction of personnel, the School District shall, for purposes of layoff and recall only, first retain tenured teachers with the greatest seniority from the seniority list who are certified and qualified to teach the available positions. Certified is defined as holding a valid certification from the Michigan Department of Education in the designated subjects and grade levels. Qualified, in addition to complying with No Child Left Behind," is defined as:

1. For positions at the secondary level: possessing at least twenty-four (24) semester hours of academic preparation in the subject area to be taught and in compliance with the accreditation standards of the North Central Association of Colleges and Schools. In a reduction of personnel, if a teacher possesses at least eighteen (18) semester hours of academic preparation in the subject area to be taught, the teacher shall be eligible for initial placement in an available position and allowed one (1) school year grace period within which to acquire the necessary academic preparation to meet the twenty-four (24) semester hours requirement and comply with the accreditation standards of the North Central Association of Colleges and Schools. Proof of the necessary academic preparation and compliance with the accreditation standards must be filed with the School District no later than February 1 prior to the end of the grace period.
2. For positions at the seventh and eighth grade levels in Social Studies, Language Arts, Math or Science: possessing academic preparation in the subject area to be taught of at least eighteen (18) semester hours or previous teaching experience of at least two (2) years in the Crestwood School District (inclusive of experience gained in any annexed School District) in the subject area to be taught. For all other positions at the seventh and eighth grade levels, specific certification in the subject area to be taught is necessary.

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

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

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

1. Advanced academic degrees related to the subject area to be taught;
2. Other advanced degrees;
3. Total semester hours of academic preparation in the subject area to be taught;
4. Full-time equivalent teaching experience in the Crestwood School District (inclusive of any experience gained in any annexed School District);
5. Verifiable teaching experience in other educational institutions on file with the Crestwood School District;
6. Ranking by drawing of straws.

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

SECTION B: Under normal circumstances, notice of layoffs which are to be effective the start of the Fall term will be given by the first Board meeting in June. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of the said layoff at least forty-five (45) days prior to the actual effective date of the layoff.

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

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

**ARTICLE XIII -
DEPARTMENT CHAIRPERSONS**

SECTION A: DEFINITION

The Superintendent may appoint, at his discretion, department chairpersons in one or more of the following secondary subject areas, or other areas where he deems necessary:

1. English Language Arts and Library Science
2. World Languages
3. Social Studies
4. Science
5. Math
6. Business, Practical Arts, and Physical Education/Health
7. Counseling
8. Special Education

SECTION B: WAGES AND RELEASE TIMES

An appointed High School department chairperson shall receive \$3,500.00 per school year for the duties performed in that position. High School department chairs will also be provided three (3) days a school year of release time to be determined by the Principal and the Department Chair to be used for duties associated with department chairs.

SECTION C: SELECTION

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

SECTION D: DUTIES OF DEPARTMENT CHAIRPERSONS

1. Review lesson plans with all teachers in the department and establish procedures for the development of common goals and objectives for instructional improvement by teachers in their department.
2. Review all textbooks and recommend the purchase of supplementary textbooks and professional publications to the building principal.
3. Prepare and administer the department budget after consultation with the teachers in the department.

4. Maintain an inventory of the equipment and supplies within the department and administer the use of these materials.
5. Meet with the building principal to recommend revisions, deletions and new courses in the curriculum for that department.
6. Plan and conduct regularly scheduled department and subject area meetings; submit minutes of the meetings to the building principal.
7. Develop public relation promotions for the department such as displays, exhibits, special programs and news releases.
8. Provide orientation for all substitute teachers on a daily basis and provide the substitute with lesson plans, textbooks and all other materials necessary to successfully complete daily lessons.
9. Provide orientation for new teachers within the department including instruction as to how to obtain materials (necessary for that teacher's classes and assist the teacher when obtaining other supplies necessary).
10. Investigate and introduce modern teaching techniques, including review of professional periodicals necessary to promote ideas for improving the quality of education. The department chairperson shall also be responsible for informing the teachers within that department of professional articles and books which may be available for their study.
11. Assist the building principal in selection of teachers for that department through interviews, evaluations of teachers' credentials, and written recommendations.
12. Attend all meetings, open houses, parent nights, orientation, citizen meetings, staff meetings, etc.
13. Assist in the development of the master schedule for teaching assignment, number of sections, and course offerings, and consult with the department staff regarding these recommendations.
14. Actively participate in the AdvancEd Self-Study and assist the AdvancEd Visiting Team.

SECTION E: MISCELLANEOUS

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

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

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

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

ARTICLE XIV - LEAVES

SECTION A: PAID LEAVE

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

Teachers who must leave during the work day because of sudden personal illness or accidental injury shall be charged with use of leave for the portion of the work day missed to the nearest one-sixth (1/6) of a work day for elementary and middle school and one-fifth (1/5) of a work day for the high school.

The following requirement and procedures shall apply to all teachers:

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

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

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

- b. A physician's certification verifying the physical illness or disability may be required when absences extend beyond three (3) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.
2. Each previously employed teacher may use a maximum of three (3) days leave with pay per school year to attend to matters of an urgent nature, which require the personal presence of the teacher and cannot reasonably be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available under this Agreement. Such leave absolutely shall not be granted to participate in the affairs and business of the Federation, to engage in ventures for profit, to render services to another employer or organization, or to engage in recreational activity or competition of any sort. Such leave shall not be used the day before or after a holiday or vacation period. Such leave shall be deducted from the teacher's personal illness leave. Prior approval of the administration must be secured at least forty-eight (48) hours in advance of the time needed for such leave. In cases of emergency, which precludes at least forty-eight (48) hours advance notice, the administration may waive such notice. To receive payment for such days, the teacher must submit a statement on the form attached to this Agreement as Appendix A, certifying the matter as urgent, requiring their personal presence and containing a general statement of the nature of the matter.
3. Full-time teachers may use a maximum of two (2) days leave with pay per occurrence to attend the funeral of a member of the teacher's immediate family. The Superintendent, at his discretion, may approve the use of additional days if required. Such additional days shall be deducted from the teacher's accumulated personal illness leave. Immediate family is defined as the teacher's spouse, children (natural or adopted), and father, mother, brother, sister, grandfather, grandmother and spouse's parent (natural or adopted).
4. A teacher called for jury duty, other than the grand jury, or under subpoena to give testimony before any judicial or administrative body as a non-party witness or as a party-defendant with the District, shall be compensated for the difference between the teacher's pay and the compensation received by the teacher from the judicial or administrative body or responsible party, as certified by the judicial or administrative body. Such time shall not be charged against a teacher's personal illness leave.
5. A teacher receiving benefits pursuant to the Michigan Worker's Compensation Act for a compensable injury arising out of and in the course of employment shall be paid one-half (1/2) of a day's pay deducted from their personal illness leave accumulation, for each day the teacher would have been working but for the injury, for the period of the benefits, but not to exceed beyond a sixty (60) working day period.

SECTION B: UNPAID LEAVE

Teachers may submit requests for leaves of absence without pay to the School District for consideration. The requests shall be in writing on the application provided by the School District

and contain a full explanation of the reason for the desired leave of absence. The application shall be submitted to the Superintendent for recommendation to the School Board. The School Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The School Board may indicate an alternative arrangement for leave of absence in its answer, which the teacher may accept by submission of an amendment to the original application. Upon the return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights if the teacher had been teaching in the District during the leave.

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

1. A military leave of absence shall be granted to any teacher who is drafted into any branch of the armed forces of the United States for the period of time the teacher is required to remain in the armed forces. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule and credited with seniority rights as if the teacher had been teaching in the District during the leave, if return after the initial year of leave.. Extensions shall not accrue seniority.
2. A leave of absence shall be granted to any teacher for the purpose of serving in a public office for one (1) term of office. The leave shall commence no earlier than the date of assuming office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching in the District during the leave, if return after the initial year of the leave. Extensions shall not accrue seniority.
3. A leave of absence of up to one (1) year duration shall be granted to any teacher for the purpose of caring for a member of the immediate family, who is critically ill or disabled. Immediate family shall be defined as husband, wife, children, father, mother, brother, sister or grandparents. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching in the District during the leave, if return after the initial year of leave. Extensions shall not accrue seniority.
4. A leave of absence shall be granted to a teacher, who is medically certified as physically unable to perform the duties of employment due to a personal illness or disability and who has exhausted all accumulated personal illness leave or paid leave for Worker's Compensation injuries, for the duration of the illness or disability, but not to exceed one (1) year. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave and credited with seniority rights as if the teacher had been teaching during the leave, if return after the initial year of the leave. Extensions shall not accrue seniority.

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

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

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

No seniority shall accrue while on an extension of a leave of absence beyond the initial year of the leave unless otherwise specifically provided by law or elsewhere in this Agreement.
2. Upon return from leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled at the effective date of the leave, unless otherwise specifically specified.
3. Except in emergencies which preclude such notice, the School District shall be provided notice of request for leave sixty (60) days in advance.
4. Prior to returning from leave, the School District may request a physician's statement regarding the teacher's physical fitness for employment.
5. Unless otherwise arranged with and approved by the School Board, leaves of absence shall be for the remainder of a term or school year or full term or school year, except in health-related situations where an earlier return may be approved by the Superintendent.

SECTION D: SABBATICAL LEAVE

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

SECTION E: TESTS AND EXAMINATIONS

The District may require a teacher to submit to physical and medical tests and examinations by a District-appointed doctor/physician when such tests and examinations are necessary to maintain a capable workforce, employee health and safety, etc., provided the District will pay the cost of such tests and examinations.

In the event there is a disagreement between the teacher's physician and the District's physician concerning the employee's ability to do his/her job or return to his/her job, at the written request of the teacher, the parties will appoint a specialist from Henry Ford Health System or the University of Michigan Medical Center whose decision on the employee's fitness to return to work shall be final and binding on the parties. The cost of the specialist shall be paid by the District.

ARTICLE XV - PROFESSIONAL COMPENSATION

SECTION A: SALARIES

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

2009-2010 - Salary Schedule for the 2009-2010 school year shall be identical to the Salary Schedule for the 2008-2009 school year.

2010-2011 - For the 2010-2011 school year, teachers shall move up 1/2 step on the 2009-2010 salary schedule. Any teacher on the top of the salary scale in the 2010-2011 school year shall receive a \$400.00 off-schedule payment on the first pay day in December of 2010, provided he/she remains employed by the School District on that date.

2011-2012 - For the 2011-2012 school year, teachers shall move up 1/2 step on the 2009-2010 salary schedule. Any teacher on the top of the salary scale in the 2011-2012 school year shall receive a \$400.00 off-schedule payment on the first pay day in December of 2011, provided he/she remains employed by the School District on that date.

Example:

Teacher A - On Step 5 of the BA in 09/10:

10/11 - Teacher A will go from Step 5 on the 09/10 BA schedule (\$51,407) to Step 5.5 of the BA schedule at the rate of \$52,534. Note: If Teacher A receives a Masters Degree prior to the start of the 10/11 school year, the teacher will be on Step 5.5 of the Masters schedule at a rate of \$63,275.

11/12 - Teacher A will go from Step 5.5 of the BA at \$52,534 to Step 6 of the BA schedule at \$53,665.

Teachers' salaries shall be paid in twenty-one (21) bi-weekly pays or, at the option of the teacher, twenty-six (26) bi-weekly pays. Notification by the teacher of the election to take twenty-six (26) bi-weekly pays must be received by the payroll office by the first teacher work day.

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

Section B: Extra-Curricular (See Attached)

SECTION B: COMPENSATION CREDIT FOR PROFESSIONAL EXPERIENCE

All teachers may be given full credit on the Salary Schedule for up to five (5) years of teaching experience outside the Crestwood School District upon verification of previous professional experience from employer(s). All teachers shall be given full credit on the Salary Schedule for years of teaching experience in the Crestwood School District.

Teachers may be given credit up to five (5) years on the Salary Schedule for other teaching-related outside experience upon approval of the Superintendent of Schools.

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

SECTION C: PAYMENT FOR GRADUATE CREDIT HOURS

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

1. No payment shall be made for credit hours earned prior to provisional certification.
2. After BA, additional compensation will be paid for completed blocks of 8, 18 and 30 graduate hours. No additional compensation will be paid until a Master's degree is achieved.
3. After MA, additional compensation will be paid for completed blocks of 8, 18 and 30 graduated hours. No additional compensation will be paid until a double Master's (MA/MA) or Specialist's degree is achieved.
4. Compensation for graduate hours beyond a degree shall be \$25 per hour for those hours in compliance with 2 and 3 above, provided such work is completed, after obtaining the degree, at an accredited graduate school.

5. All members of the staff as of August 1, 1977, shall be paid \$25 per graduate hour for each hour earned prior to September 1, 1977. Future hours must comply with the above provisions.
6. No additional hours will be paid for after a Master's+30, or Educational Specialist degree.

SECTION D: EDUCATION SPECIALIST DEGREE

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

SECTION E: EXTRACURRICULAR ASSIGNMENTS

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

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

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

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

ARTICLE XVI - INSURANCE PROTECTION

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

SECTION A: HEALTH

The District will pay the premiums as set forth herein to provide health care to regular, full-time teachers. Part-time and shared-time teachers will be provided health insurance on a pro-rated basis.

As soon as practicable after ratification of this Agreement by both parties, the coverage shall be the Blue Cross Community Blue Option 1 PPO with a \$5 generic/\$30 brand prescription drug rider, with MOPD 2x and the PDCM, PCD riders, in-network deductible of \$250/\$500, out-of-network deductible of \$375/\$750, \$20 Office Visit (including Chiropractic).

Each member of the bargaining unit receiving health insurance benefits during all or any portion of a calendar month will contribute by payroll deduction a monthly amount equal to \$50.00.

SECTION B: DENTAL

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

SECTION C: VISION

Coverage for vision benefits shall be comparable to SET SEG Plan IV.

SECTION D: LIFE

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

SECTION E: LONG-TERM DISABILITY COVERAGE

The Employer shall make payment of premiums for a long term disability insurance plan for each teacher eligible for coverage, meeting all requirements for active at-work employment, the benefits of which shall provide a monthly benefit at the rate of sixty (60%) percent of the monthly Schedule A salary of the teacher at the point of disability, not to exceed a monthly benefit of Three Thousand (\$3,000.00) Dollars, which shall commence after the teacher has exhausted all of his/her accumulated paid leave or a sixty (60) calendar day waiting period, whichever is the longer period of time. The monthly benefit shall be subject to standard offsets, exclusions, exemptions and limitations, including a two (2) year limitation for drug abuse/alcoholism and nervous/mental conditions and limited benefits for disabilities occurring after attaining the age of sixty (60) years as permitted by the Age Discrimination in Employment Act.

SECTION F: PERIOD OF COVERAGE

Premiums for insurance protection shall be paid for the period September 1 to August 31 of each year. Teachers who fulfill their contractual teaching obligation for the school year shall be provided coverage through August 31. Exceptions to these provisions are: (1) newly hired teachers will have coverage commencing no later than the first of the month following a thirty

(30) day waiting period; (2) teachers who are discharged, or cease their teaching duties prior to conclusion of the school year, shall not be covered beyond the last date employed.

SECTION G: COVERAGE - LEAVE OF ABSENCE

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

SECTION H: Coverage and benefits under the above plans are subject to the terms and conditions contained in the contracts between the District and the carrier/provider in existence on the date of ratification. In the event of a change by the carrier/provider, the District will meet with the Federation to negotiate the matter.

Except as otherwise provided under COBRA, the insurance coverage listed above shall be discontinued at the end of the month in case of layoff or unpaid leave of absence, except for FMLA leaves.

It shall be the responsibility of the teacher to notify the Business Office of any change in her/his status, with respect to eligibility for coverage, including dependent coverage.

For the period July 1, 2004 to December 31, 2004, the District shall set aside up to \$5,000 to continue to reimburse teachers for contraceptive prescription drugs upon proof of purchase. Effective January 1, 2005, the new prescription drug rider will become effective.

ARTICLE XVII - RETIREMENT

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

SECTION B: A teacher retiring from the Crestwood School District under the provisions of the Michigan Public School Employee Retirement System with ten (10) years or more of teaching in the Crestwood District shall be eligible to receive a lump sum retirement stipend of \$3,500, provided the following conditions are met:

1. The teacher must notify the District in writing of his/her intent to retire on or before January 15th.
2. The teacher must retire from the District at the end of the school year.
3. No unemployment compensation claim must be filed by the teacher against the School District in the 12-month period following the teacher's retirement.

The retirement stipend shall be paid in two parts – half within thirty (30) days following the end of the school year and half after the expiration of the one (1) year period provided in Paragraph 3

above. In the event of death of the retiree prior to the expiration of the one (1) year waiting period, the stipend shall be paid to the estate of the retiree.

ARTICLE XVIII - GRIEVANCE PROCEDURE

SECTION A: A grievance is defined as a written complaint by a member of the bargaining unit or the Federation that administrative action, discipline or policy has resulted in a violation, misinterpretation or misapplication of the terms and conditions of this Agreement. The following matters and issues shall not constitute a grievance subject to this procedure, notwithstanding being addressed or mentioned elsewhere in this Agreement.

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

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

SECTION C: The grievant shall have the right at all times during the grievance procedure to have a Federation representative present.

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

SECTION E: Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;

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

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

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

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

SECTION H: Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the School District (except a grievance involving a remedy directly benefitting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

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

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

GRIEVANCE PROCEDURE:

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

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

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

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

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

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

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

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

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

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

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

1. If the grievance is fully denied, the Federation shall be responsible for the fees and expenses.
2. If the grievance is fully granted, the School District shall be responsible for the fees and expenses.

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

**ARTICLE XIX -
CONTINUITY OF OPERATIONS**

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

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

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

**ARTICLE XX -
MISCELLANEOUS PROVISIONS**

The District and the Federation agree to comply with the requirements of No Child Left Behind (NCLB).

**ARTICLE XXI -
NEGOTIATION PROCEDURE**

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

**ARTICLE XXII -
DURATION OF AGREEMENT**

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

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

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

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

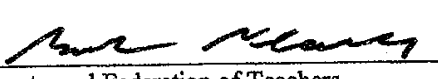
SECTION E: This Agreement shall become effective on the 14th day of June, 2010, and shall continue in effect through the 15th day of August, 2012, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

RATIFIED:

RATIFIED:



Crestwood School District



Crestwood Federation of Teachers

6-14-10

Date

6/14/10

Date

SCHEDULE A

BACHELOR'S DEGREE

Step	2009/10	2010/11	2011/12
0	\$40,131	\$38,124	\$38,124
0.5	\$41,241	\$41,241	\$41,241
1	\$42,372	\$42,372	\$42,372
1.5	\$43,499	\$43,499	\$43,499
2	\$44,632	\$44,632	\$44,632
2.5	\$45,757	\$45,757	\$45,757
3	\$46,890	\$46,890	\$46,890
3.5	\$48,018	\$48,018	\$48,018
4	\$49,147	\$49,147	\$49,147
4.5	\$50,273	\$50,273	\$50,273
5	\$51,407	\$51,407	\$51,407
5.5	\$52,534	\$52,534	\$52,534
6	\$53,665	\$53,665	\$53,665
6.5	\$56,760	\$56,760	\$56,760
7	\$57,888	\$57,888	\$57,888
7.5	\$59,018	\$59,018	\$59,018
8	\$60,146	\$60,146	\$60,146
8.5	\$61,279	\$61,279	\$61,279
9	\$62,405	\$62,405	\$62,405
9.5	\$63,535	\$63,535	\$63,535
10	\$64,695	\$64,695	\$64,695
10.5	\$65,018	\$65,018	\$65,018
11	\$66,985	\$66,985	\$66,985

MASTERS DEGREE

Step	2009/10	2010/11	2011/12
0	\$44,518	\$44,518	\$44,518
0.5	\$46,222	\$46,222	\$46,222
1	\$47,930	\$47,930	\$47,930
1.5	\$49,633	\$49,633	\$49,633
2	\$51,339	\$51,339	\$51,339
2.5	\$53,043	\$53,043	\$53,043
3	\$54,750	\$54,750	\$54,750
3.5	\$56,453	\$56,453	\$56,453
4	\$58,160	\$58,160	\$58,160
4.5	\$59,866	\$59,866	\$59,866
5	\$61,572	\$61,572	\$61,572
5.5	\$63,275	\$63,275	\$63,275
6	\$64,982	\$64,982	\$64,982
6.5	\$66,687	\$66,687	\$66,687
7	\$68,390	\$68,390	\$68,390
7.5	\$70,096	\$70,096	\$70,096
8	\$71,804	\$71,804	\$71,804
8.5	\$73,509	\$73,509	\$73,509
9	\$75,212	\$75,212	\$75,212
9.5	\$76,915	\$76,915	\$76,915
10	\$78,631	\$78,631	\$78,631
10.5	\$79,025	\$79,025	\$79,025
11	\$81,414	\$81,414	\$81,414

SCHEDULE B
EXTRA-CURRICULAR/STIPENDS - ATHLETICS

MALE SPORTS		FEMALE SPORTS	
Sport	% of BA Step 0	Sport	% of BA step 0
Baseball		Basketball	
Varsity Head	9.0%	Varsity Head	11.0%
Junior Varsity	6.0%	Junior Varsity	8.0%
7/8 Grade	5.0%	9th Grade	6.0%
		8th Grade	6.0%
Basketball		7th Grade	6.0%
Varsity Head	11.0%	Bowling	
Junior Varsity	8.0%	Varsity Head	7.0%
9th Grade	6.0%	Cheerleading	
8th Grade	6.0%	Varsity Head	9.0%
7th Grade	6.0%	Junior Varsity	6.0%
Bowling		9th Grade	6.0%
Varsity Head	7.0%	8th Grade	5.0%
Cross Country		7th Grade	5.0%
Varsity Head	7.0%	Cross Country	
Football		Varsity Head	6.0%
Varsity Head	13.0%	Pom-Pom	
Varsity Assistant	9.0%	Varsity Head	9.0%
Varsity Assistant	9.0%	Junior Assistant	6.0%
Junior Varsity	7.0%	Junior Varsity	6.0%
Junior Varsity	7.0%	Soccer	
9th Grade	6.0%	Varsity Head	9.0%
9th Grade	6.0%	Junior Varsity	7.0%
8th Grade	7.0%	7/8 Grade	5.0%
8th Grade	6.0%	Softball	
7th Grade	7.0%	Varsity Head	9.0%
7th Grade	6.0%	Junior Varsity	6.0%
Golf		7/8 Grade	5.0%
Varsity Head	7.0%	Swimming	
Hockey		Varsity Head	8.0%
Varsity Head	10.0%	Varsity Assistant	5.0%
Varsity Assistant	5.0%	Tennis	
Soccer		Varsity Head	7.0%
Varsity Head	9.0%	Varsity Assistant	5.0%
Junior Varsity	7.0%		
7/8 Grade	5.0%		

MALE SPORTS		FEMALE SPORTS	
Sport	% of BA Step 0	Sport	% of BA step 0
Swimming		Track & Field	
Varsity Head	8.0%	Varsity Head	8.0%
Varsity Assistant	5.0%	Varsity Assistant	5.0%
Tennis		7/8 Grade Head	6.0%
Varsity Head	7.0%	7/8 Grade Asst.	5.0%
Junior Varsity	5.0%	Volleyball	
Track & Field		Varsity Head	9.0%
Varsity Head	8.0%	Junior Varsity	7.0%
Varsity Assistant	5.0%	9th Grade	6.0%
7/8 Grade Asst.	5.0%	8th Grade	6.0%
Wrestling		7th Grade	6.0%
Varsity Head	9.0%	Fitness Center	
Junior Varsity	5.0%	Supervisor	5.0%
		(Per Season)	

EXTRA-CURRICULAR STIPENDS (CO-CURRICULAR)

High School

<u>Activity</u>	<u>% of BA Step 0</u>
Band/Marching Director	11.0%
Flag Corp. Sponsor	4.0%
Student Council Advisor	5.0%
National Honor Society	5.0%
Newspaper Sponsor	5.0%
Annual Sponsor	5.0%
Musical Coach (per production)	3.0%
Drama Coach (per production)	3.0%
Olympics of Mind	3.0%
Talent Show (per production)	2.0%
Clubs	2.0%
Summer/After School Programs	\$36/hr.
Director of Class Activities	12.0%

Middle School

<u>Activity</u>	<u>% of BA Step 0</u>
Newspaper Sponsor	4.0%
Olympics of Mind/Science	3.0%
Olympiad	5.0%
Band	2.5%
Intramural Sponsors (per event) 11@	1.5%
Clubs	2.0%
Variety Show Director (per prod.)	4.0%
Variety Show Assistant (per prod.)	2.0%

Elementary

Musical Director	2.5%
Musical Assistant	1.5%
Science Olympiad	2.5%
Art Director	2.5%
Clubs	2.0%

Mentors	1.0%
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SCHEDULE C-1
2009-10 SCHOOL CALENDAR

ELEMENTARY SCHOOLS AND RIVERSIDE MIDDLE SCHOOL

Wednesday, September 2	Teacher Work Day
Thursday, September 3	Professional Development
Friday, September 4	Labor Day Recess - No School
Monday, September 7	Labor Day Recess - No School
Tuesday, September 8	First Day for Students
Monday, September 21	No School - Professional Development
Tuesday, November 3	No School - Professional Development
Tuesday, November 10	No School PM - 1/2 Day Records Day
Thursday, November 12	No School PM - Riverside Parent Teacher Conferences
Friday, November 20	No School Elementary - Parent Teacher Conferences
Thursday, November 26	Thanksgiving Day - No School
Friday, November 27	Thanksgiving Recess - No School
Monday, December 21	No School - Winter Break Begins
Friday, January 1	No School - Winter Break Ends
Friday January 29	Teacher Work Day
Monday, February 15	No School - Mid-Winter Recess
Tuesday, February 26	No School - Mid-Winter Recess
Wednesday, March 3	No School Riverside - Departmental Meetings AM/ Parent Teacher Conferences PM
Thursday, April 1	No School PM - 1/2 Day Records Day
Friday, April 2	No School - Spring Break Begins
Friday, April 9	No School - Spring Break Ends
Friday, April 16	No School PM Elementary-Parent Teacher Conferences
Tuesday, May 4	No School - Professional Development
Monday, May 31	No School - Memorial Day
Thursday, June 17	No School PM - 1/2 Day Records Day
Friday, June 18	Teacher Work Day

SCHEDULE C-1
2009-10 SCHOOL CALENDAR

HIGH SCHOOL

Wednesday, September 2	Teacher Work Day
Thursday, September 3	Professional Development
Friday, September 4	Labor Day Recess - No School
Monday, September 7	Labor Day Recess - No School
Tuesday, September 8	First Day for Students
Monday, September 21	No School - Professional Development
Thursday, October 15	Parent Teacher Conferences, Evening Only
Thursday, October 22	PLAN/MEAP - Partial Day
Tuesday, November 3	No School - Professional Development
Monday, November 23	Exams - 1/2 Day School
Tuesday, November 24	Exams - 1/2 Day School
Wednesday, November 25	Records Day - No School
Thursday, November 26	Thanksgiving Day - No School
Friday, November 27	Thanksgiving Recess - No School
Monday, December 21	No School - Winter Break Begins
Friday, January 1	No School - Winter Break Ends
Wednesday, January 20	Parent Teacher Conferences, Evening Only
Monday, February 15	No School - Mid-Winter Recess
Tuesday, February 16	No School - Mid-Winter Recess
Tuesday, March 9	MME/ACT
Wednesday, March 10	MME - 1/2 Day School
Thursday, March 11	MME - 1/2 Day School
Wednesday, March 17	Exams - 1/2 Day School
Thursday, March 18	Exams - 1/2 Day School
Friday, March 19	Records Day - No School
Friday, April 2	No School - Spring Break Begins
Friday, April 9	No School - Spring Break Ends
Thursday, April 29	Parent Teacher Conferences - 1/2 Day School
Tuesday, May 4	No School - Professional Development
Monday, May 31	No School - Memorial Day
Wednesday, June 16	Exams - 1/2 Day School
Thursday, June 17	Exams - 1/2 Day School
Friday, June 18	Records Day - No School

SCHEDULE C-2
2010-11 SCHOOL CALENDAR

Tuesday, August 31	Professional Development
Wednesday, September 1	Teacher Work Day
Thursday, September 2	Professional Development
Friday, September 3	Labor Day Recess - No School
Monday, September 6	Labor Day Recess - No School
Tuesday, September 7	First Day for Students
Friday, September 10	No School - Professional Development
Tuesday, November 2	No School - Professional Development
Tuesday, November 9	Records Day - No School in PM, K-4 Only
Monday, November 22	CHS Exams/Records Day
Tuesday, November 23	CHS Exams/Records Day
Wednesday, November 24	Teacher Workday - Crestwood HS; Records Day/Teacher Workday - Riverside MS (No school for CHS and RMS Students)
Thursday, November 25	Thanksgiving Day - No School
Friday, November 26	Thanksgiving Recess - No School
Friday, December 17	Winter Recess Begins - End of School Day
Monday, January 3	School Reopens
Friday, January 28	Teacher Work Day - No School - Elementary Only
Monday, February 21	Presidents' Day - Midwinter Break - No School
Tuesday, February 22	Midwinter Break-No School (Make-up Day for Teachers)
Wednesday, February 23	School Reopens
Wednesday, March 9	CHS Exams/Records Day
Thursday, March 10	CHS Exams/Records Day
Friday, March 11	Teacher Workday - Crestwood HS; Records Day/Teacher Workday - Riverside MS (No school for CHS and RMS Students)
Friday, April 1	1/2 Records Day, No School in PM for Elementary Only
Friday, April 15	Spring Break Begins - End of School Day
Tuesday, April 26	School Reopens
Thursday, May 12	Professional Development
Monday, May 30	Memorial Day -No School
Wednesday, June 15	CHS Exams/Records Day
Thursday, June 16	Last Day of School - No School in PM
Friday, June 17	Teacher Work Day

SCHEDULE C-3
2011-12 SCHOOL CALENDAR

Tuesday, August 30	Professional Development
Wednesday, August 31	Teacher Work Day
Thursday, September 1	Professional Development
Friday, September 2	Labor Day Recess - No School
Monday, September 5	Labor Day Recess - No School
Tuesday, September 6	First Day for Students
Friday, November 4	Records Day-No School in PM for Elementary Only
Tuesday, November 8	Professional Development
Thursday, November 24	Thanksgiving Day - No School
Friday, November 25	Thanksgiving Recess - No School
Wednesday, November 30	CHS Exams/Records Day
Thursday, December 1	CHS Exams/Records Day
Friday, December 2	Teacher Workday - Crestwood HS; Records Day/Teacher Workday - Riverside MS (No school for CHS and RMS Students)
Friday, December 23	Winter Recess Begins - End of School Day
Monday, January 9	School Reopens
Friday, January 27	Teacher Work Day - No School - Elementary Only
Monday, January 30	Professional Development
Monday, February 20	Presidents' Day - Midwinter Break - No School
Tuesday, February 21	Midwinter Break-No School (Make-up Day for Teachers)
Wednesday, February 22	School Reopens
Wednesday, March 14	CHS Exams/Records Day
Thursday, March 15	CHS Exams/Records Day
Friday, March 16	Teacher Workday - Crestwood HS; Records Day/Teacher Workday - Riverside MS (No school for CHS and RMS Students)
Friday, March 30	1/2 Records Day-No School in PM for Elementary Only
Thursday, April 5	Spring Break Begins - End of School Day
Monday, April 16	School Reopens
Thursday, May 10	Professional Development
Monday, May 28	Memorial Day -No School
Wednesday, June 13	CHS Exams/Record Day
Thursday, June 14	Last Day of School - No School in PM, Records Day
Friday, June 15	Teacher Work Day

Grievance Report Form				
Name of Grievant:		Building:		
Assignment:		Date Filed:		
1. Date of Alleged Violation of Contract: (Cite contractual provisions allegedly violated)				
Relief Requested:				
Date:		Signature:		
2. Disposition by Principal:				
3. Position of Organization:				
Date:		Signature:		
4. Date Received by Superintendent or Designee:				
Disposition by Superintendent or Designee:				
Date:		Signature:		
Distribution:	Superintendent ()	Principal ()	Organization ()	Teacher ()

STUDENT'S NAME	DISCIPLINE REFERRAL Long Form CRESTWOOD SCHOOL DISTRICT	DATE OF INCIDENT
CURRENT GRADE		TIME OF DAY
TEACHER		

A PARENT CONTACT BY TEACHER SHOULD BE MADE FOR ALL OFFICE REFERRALS

Please describe behavior that led to this referral in detail.

Previous Teacher Interventions, If Applicable

HAD CONFERENCES WITH STUDENTS
ON: DATES- _____

STUDENT DETENTION BEFORE/AFTER
SCHOOL: DATES - _____

DIALOGUE WITH PARENT (PHONE, EMAIL,
MEETING): DATES - _____

- CONSULTED COUNSELOR
- CONSULTED ADMINISTRATION

Teacher interventions concerning this issue (before referral, if applicable):

ADDITIONAL COMMENTS:

ADMINISTRATIVE ACTION:

STUDENT'S NAME	DISCIPLINE REFERRAL Short Form <i>CRESTWOOD SCHOOL DISTRICT</i>	DATE OF INCIDENT
CURRENT GRADE		TIME OF DAY
TEACHER		

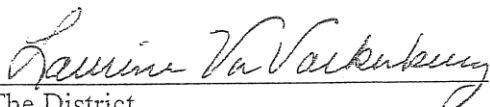
The above-named student is being sent to the School Office for the following reason(s):

- | | |
|--|---|
| <input type="checkbox"/> Out of Assigned Area/Skipping | <input type="checkbox"/> Insubordination |
| <input type="checkbox"/> Excessive Tardiness | <input type="checkbox"/> Rude/Discourteous |
| <input type="checkbox"/> Left Grounds w/o Authorization | <input type="checkbox"/> Excessive Talking |
| <input type="checkbox"/> Verbal/Physical Mistreatment | <input type="checkbox"/> Unacceptable Language |
| <input type="checkbox"/> Mistreatment/Destruction of School Property | <input type="checkbox"/> Fighting/Assault |
| <input type="checkbox"/> Disruptive/Uncooperative | <input type="checkbox"/> Throwing Objects |
| <input type="checkbox"/> Cell Phone, Pager, Electronic Device | <input type="checkbox"/> Cheating/Academic Misconduct |
| <input type="checkbox"/> Dress Code Violation | <input type="checkbox"/> Other _____ |

LETTER OF UNDERSTANDING
ELEMENTARY PLC

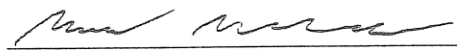
Upon the ratification of the 2009-2012 agreement, the District and the Federation agree to allow elementary teachers to schedule their PLC before school, one day per week for the fall term 2010-2012 school year. The Federation and the District agree to the following conditions:

- 1.) Teachers will report to school an additional ten (10) minutes early on PLC days to fulfill their forty (40) minute PLC requirement. There will not be additional compensation for this time.
- 2.) If all teachers are not in attendance, the PLC day will be rescheduled within one week.
- 3.) The date of PLC will be assigned by the building administrator.
- 4.) If it is determined by the district that this obligation is not being met, the wording of Article VII section E, as agreed to by the parties on May 12, 2010, will be carried out to the letter of the agreement for the remainder of the 2009-2012 contract.
- 5.) If it is determined by the district that the PLC obligation is being met, PLC before school will continue for the spring 2011 term.
- 6.) The Federation and the District will meet to discuss the continuation of this agreement for the 2011-2012 school year. If no agreement is reached, the tentative agreement as agreed to by the parties on May 12, 2010 will be carried out to the letter of the agreement for the remainder of the 2009-2012 contract.



The District

6/11/10
Date



The Federation

6/11/10
Date