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OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

*Carman*  
*Ratified*  
**FILE 10**

AGREEMENT  
between the  
CARMAN EDUCATION ASSOCIATION  
and the  
CARMAN BOARD OF EDUCATION  
covering the period between  
August 30, 1966, and June 9, 1967

*Carman*  
*Bo*  
*of Educ.*

*M.E.A.*  
*1216 KENDALE*  
*E. LANS., MI.*  
*48824*

## CONDITIONS OF THE CONTRACT

This Agreement entered into this 30th day of August, 1966, by and between the Board of Education of the Carman School District, Flint, Michigan, hereafter called the Board, and the Carman Education Association, hereafter called the Association.

### WITNESSETH

The Carman Board of Education and the professional staff represented by the Carman Education Association, believe that it is our basic task to offer the best educational program possible. In so doing a cooperative effort by all facets of the professional staff with the Board of Education is necessary and proper.

It is with the above statements in mind that the following procedures are followed.

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

WHEREAS, the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, driver education instructors and summer recreation personnel, employed, or to be employed, by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used herein-

after in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers will include female teachers.

B. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association. Such sum shall be deducted at a rate not to exceed \$15 per month. All dues or assessments withheld shall be remitted to the Carman Education Association, Michigan Education Association or National Education Association, as directed by the Association.

D. Nothing contained herein shall be construed to deny any teacher's rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

E. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

## ARTICLE II Teachers' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the use of school facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. A bulletin board in

each building for exclusive Association use, and other established media of communication shall be made available to the Association and its members.

C. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

### ARTICLE III Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A. Such salary schedule shall remain in effect during the one year term of this Agreement.

B. The salary schedule applies to teachers' contracts which are effective beginning the morning of Wednesday preceding Labor Day and terminating the afternoon of the second Friday in June. Teachers beginning their careers in the Carman School District will begin the morning of Tuesday preceding Labor Day and terminate their duties the afternoon of the second Friday in June.

C. The following legal holidays shall be observed and all schools closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. School shall be closed the Friday after Thanksgiving, and at the close of the school day, December 22, and shall remain closed through New Years Day of this school year.

D. School shall be closed on Wednesday, March 22, at the close of the school day and shall remain closed until Tuesday, March 28, but these days are not recognized as legal holidays.

E. Librarians may request additional weeks with compensation if the situation warrants extra work.

F. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

G. A teacher shall be released from regular duties without loss of salary at least two days per year for the purpose of participating in an area or regional meeting of his Association.

H. Any teacher who dies while in the employ of the Carman School District will leave an estate entitlement in the amount of his earned and unpaid salary plus payment in full for accrued sick leave.

I. Until such time that a new teacher attains tenure status he shall receive credit for up to five (5) years experience allowance on the salary schedule. Following the time allowance necessary to acquire tenure, said teacher will be given up to eight (8) years experience allowance on the salary schedule.

#### ARTICLE IV Teaching Hours

A. The teachers' normal teaching hours in the secondary schools shall be as follows:

- (1) Teachers shall be in their classrooms no later than 15 minutes before the scheduled starting time of classes.
- (2) Teachers shall remain in school, attending to professional duties, for a minimum of 15 minutes after school is dismissed.

B. Teachers in the elementary schools shall report to their classrooms no later than 8:45 a.m. and shall remain in school, attending to professional duties, for a minimum of 15 minutes after school is dismissed.

C. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to a regular class hour, in no event less than fifty minutes.

#### ARTICLE V Teaching Loads and Assignments

A. The maximum weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods. The maximum weekly teaching load in the junior high schools will be 25 teaching periods and 5 unassigned preparation periods. The maximum teaching load in the elementary schools will be those hours between the call of school in the morning and dismissal in the afternoon with released time for noon hour, a morning and afternoon recess, not to exceed 15 minutes each recess, and released time when scheduled physical education and vocal music teachers administer the entire class for the periods prescribed. The maximum load of the certified librarian shall be 25 hours assigned periods and 5 hours unassigned preparation periods. When the librarian is not on duty, only certificated personnel, or other responsible adults, shall be employed. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competency, teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor fields of study.

C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practical and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. The Board and the Association recognize that the school instructional program and related matters need continuing study and improvement. In order to accomplish the study and improvement needed, an organizational unit (Professional Curriculum Committee) shall be formed. The committee shall be composed of: The Curriculum Superintendent, Elementary Curriculum Coordinator, representatives of each secondary department and four (4) elementary teacher representatives. Specialized study committees under the direction of the Professional Curriculum Committee may be established to study individual subject areas and advise the Board on direction, implementation and evaluation of all curriculum programs in the Carman School District.

## ARTICLE VI Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that the class sizes shown below represent the point at which the most effective learning can take place and that attempts shall be made to reach these goals. Inasmuch as these goals may not be totally attainable during the life of this contract, the Association agrees that some deviation will be necessary. In any cases in which deviation becomes excessive, the Associations' Negotiating Committee will meet with representatives of the Board to discuss the situation and arrive at a solution.

Kindergarten	25 pupils
Elementary school grades	25 "
Special Education	15 "
Sight & hearing conservation classes	12 "
Emotionally disturbed	9 "

The maximum class size per teacher in the secondary schools shall be as follows:

English	25 pupils
Social Studies	25 "
General Education	25 "
Mathematics	25 "
Science	25 "
Language	25 "
Business	25 "
Typing	36 "
Industrial Arts	20 "
Drafting	30 "
Vocational Shops	20 "
Homemaking	20 "
Art	25 "
Physical Education	40 "
Pool	30 "
Health	25 "

Counseling Services should maintain:

- |  |       |
|--|-------|
| (1) Pupil-counselor ratio in the Senior High | 500-1 |
| (2) Pupil-counselor ratio in the Junior High | 500-1 |

C. The Board shall provide clean smocks for teachers in the following areas: home economics, manual training, chemistry, physics and art.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and shall make their recommendation to the Board. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

E. The Board agrees that clean and pleasant surroundings are conducive to good teaching and learning. The Board also agrees that teachers should not be responsible for janitorial functions of any kind.

F. The Board shall provide, in all new schools subsequently constructed, restroom and lavatory facilities exclusively for teachers' use and at least one appropriately furnished teachers' lounge. The Board shall attempt to provide these facilities in existing buildings where they do not presently exist, however, this does not commit the Board to new construction additions to provide these accommodations.

G. A vending machine or machines for beverages may be installed in the faculty lounge in each building by the Association. Management and service of said machines shall be the responsibility of the Association.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and the private and personal life of any teacher is not a concern of the Board within the limits of professional behavior and acceptable participation in outside employment during the school term.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

#### ARTICLE VII Vacancies and Promotions

A. Whenever any vacancy in any administrative or consultant positions in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board will give due weight to the background and service of those presently employed in the district.

#### ARTICLE VIII Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be given to that teacher, or teachers.

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



ARTICLE IX  
Leave Pay

A. Each teacher shall be entitled to ten (10) days sick leave allowance per year accumulative to ninety (90) days on the unused portion.

B. A teacher who has exhausted his accumulated sick leave may borrow only that sick leave which shall accrue for the balance of that school year. Should a disaster occur, or a dire emergency arise, a teacher may petition the Board of Education for relief, but this is not to be construed as a guarantee.

C. A teacher shall be granted one personal leave day, with pay, per year upon request, with reasonable notice, to his immediate supervisor.

D. Sick leave may be used for sickness of an employee, or a member of his immediate family, or for a death in the family.

- (1) Sickness of the employee is to include any illness or accident which renders the employee unable to perform duties proficiently.
- (2) Sickness of the immediate family to include serious illness of the spouse, son or daughter, step-son or step-daughter, or legally adopted child, mother or father, mother-in-law or father-in-law of employee, provided said members of the family are regularly domiciled with the employee, and provided further that the illness requires constant vigil on the part of the teacher. A teacher is expected to provide paid or unpaid services for an attendant to care for a sick member of the family housed under the same roof whenever no great danger is involved.
- (3) Sick leave may also be used by an employee for critical illness of spouse, mother, father, son or daughter, when death is imminent and said employee desires to be present even though the above relative does not live under the same roof.
- (4) Death in the family would create entitlement for sick leave for the teacher to attend the funeral of spouse, mother, father, mother-in-law, father-in-law, son or daughter, step-son or step-daughter, legally adopted child, grandmother, grandfather, grandchild, sister or brother, blood uncle or aunt, or brother or sister of spouse.
- (5) When emergency illness in the immediate family requires a teacher to make necessary arrangements for medical or nursing care.
- (6) Reasonable length of time for travel is included in all allowances.

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

- (1) Absence when teacher is called for jury service.
  - (a) Teacher is to report to the principal to get excused from jury duty.
  - (b) If for some reason a teacher cannot be excused, any remuneration paid for jury duty shall be paid to the teacher in addition to his salary.
- (2) Court appearance as a witness in any case connected with the teacher's employment, or the school, or whenever a teacher is subpoenaed to attend a legal proceeding.
- (3) Approved visitation at another school, or approved educational conferences or conventions.
- (4) Time necessary to submit to selective service physical examination.
- (5) A total of 15 days for professional use by the Association at the discretion of the officers of the Association.

ARTICLE X  
Leave of Absences

A. Leaves of absence without pay may be granted to tenure teachers upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

If such leave is taken with the mutual consent of both parties the regular salary increment shall be allowed.

B. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave any time within five years.

C. Leave of absence will be granted up to two (2) years to a teacher who joins the Peace Corps as a full-time teacher. In any one year, not more than 5% of the professional staff may be granted a leave of absence to join the Peace Corps. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement.

D. After a teacher has been employed at least seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year periods, the Board may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time, provided, however, that the teacher holds a Permanent or Life Certificate.

During said sabbatical leave, the teacher shall have a contract and shall be considered in the employ of said Board; shall be paid a minimum of one-half (1/2) his full annual salary, or more, dependent upon the nature of said leave, provided said teacher does not utilize approved sabbatical leave for gainful employment elsewhere.

Teachers on a sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employees' retirement funds.

A teacher, upon return from a sabbatical leave, shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

E. Teachers who are officers of the Association or are appointed to its staff should, upon written application, be given leave of absence without pay, not to exceed one year, for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward the annual salary increment on the salary schedule appropriate to their rank.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

G. The Board shall grant a reasonable leave of absence without pay to any teacher to campaign for, or serve in, a public office.

## ARTICLE XI

### Insurance Protection

A. The Board shall provide without cost to the teacher and family, where applicable, Blue Cross-Blue Shield hospitalization and surgical insurance excluding F and S riders. This shall apply to the semi-private category, M-75 Plan of Coverage with regard to hospitalization insurance. This clause of the contract shall become effective during September, 1966.

## ARTICLE XII

### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address system, and similar surveillance devices shall be prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personal file, excluding college credentials, letters of recommendation and medical records.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. In the absence of alleged just cause, said teacher may seek relief through the professional negotiation grievance procedure hereinafter set forth.

ARTICLE XIII  
Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If such assault should occur or if any teacher is complained against or sued by reason of disciplinary action taken by the teacher, and said teacher requests, the Board shall provide such teacher with a statement of his rights and obligations under the law.

C. Time lost by a teacher in connection with any incident mentioned in item B of this article shall not be charged against the teacher provided the teacher is not found to be liable or negligent by a court of competent jurisdiction.

D. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any loss, damage or destruction of personal property of the teacher. If a teacher is injured in the line of duty, the Board shall provide costs not covered by the insurance carrier insuring said teacher for medical, surgical, dental or hospital care.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIV  
Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request of either party to the other. The parties undertake to cooperate in arranging meetings, in selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least 90 days prior to the expiration of this Agreement, the parties will begin the negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any lawful measures it may deem appropriate.

ARTICLE XV  
Grievance Procedures

A. Definitions

- (1) A "grievance" is an action instituted on the belief that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law relating to wages, hours, terms or conditions of employment.
- (2) The "aggrieved person" is the person or persons instituting the action.
- (3) The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

(4) A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

(5) The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E. of these procedures.

C. Structure

- (1) There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
- (2) The Association shall establish a Professional Rights and Responsibilities Committee, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the Professional Rights and Responsibilities Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
- (3) The building principal shall be the administrative representative when the particular grievance arises in that building.
- (4) The Superintendent shall be the administrative representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

(1) Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal: individually, together with his

Association Representative or through the Association Representative.

(2) Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's Professional Rights and Responsibilities Committee. The Association Representative will assist in writing the grievance.
- (b) Within five (5) days of receipt of the grievance the Professional Rights and Responsibilities Committee shall decide whether or not there is a legitimate grievance. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent, or his designated representative, he shall render a decision as to the solution.

(3) Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from receipt of the grievance by the Superintendent, he may refer the grievance through the Professional Rights and Responsibilities Committee, to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Professional Rights and Responsibilities Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

(4) Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

(5) Level Five

In the event that the grievance is not satisfactorily resolved at Level Four, the grievance shall be submitted to arbitration

before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The cost of such arbitration shall be borne by the group requesting said arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

In the event that the Attorney General of the State of Michigan offers a written opinion to the effect that binding arbitration is illegal, Sub-section 5 of Section D of Article XV (Grievance Procedures) of this Agreement shall not be considered valid. Further, negotiations between the Association and the Board shall immediately be reopened for the sole and express purpose of re-negotiating this paragraph.

E. Rights of Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing after Level One.

F. Miscellaneous

- (1) A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, the Professional Rights and Responsibilities Committee may process the grievance at the appropriate level.
- (2) The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
- (3) No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.



- (4) All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (5) Forms for filing and processing grievances shall be designed by the Superintendent and Professional Rights and Responsibilities Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (6) Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
- (7) If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XVI  
Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher or pupil.

C. The Association shall be assisted by the Board in obtaining information concerning budgetary and tax programs affecting the school district. The Association may expect the Superintendent or Business Manager to meet with members of the Association and advise them of current fiscal conditions within the school district.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms

contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, that all other provisions or applications shall continue in full force and effect.

APPENDIX A  
Salary Schedule for 1966-67

Years	Bachelors Degree	Bachelors plus 15 sem. hrs.	Masters or 30 sem. hrs.	Masters plus 15 sem. hrs.	Masters plus 30 sem. hrs.
1	5600	5824	6057		
2	5824	6057	6299		
3	6057	6299	6551	6813	7086
4	6299	6551	6813	7086	7369
5	6551	6813	7086	7369	7664
6	6813	7086	7369	7664	7971
7	7086	7369	7664	7971	8290
8	7369	7664	7971	8290	8622
9	7664	7971	8290	8622	8967
10	7971	8290	8622	8967	9326
11	8290	8622	8967	9326	9699

A. Teachers hired after the 1962-63 school year are limited to seven (7) years on the salary schedule in the Bachelors Degree category. It is necessary, therefore, to obtain 15 graduate hours within seven (7) years or plateau on the seventh step. A new teacher with graduate hours beyond the Masters Degree will not receive credit for these hours until he has completed two years of experience either in Carman School District or in another school district.

B. Each secondary teacher, as a professional person, will agree to substitute one hour per semester when an emergency situation arises. Additional substitution will be compensated for at a rate of \$5.00 per hour.

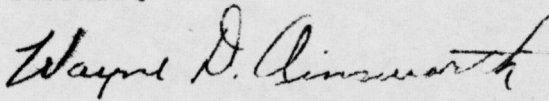
**APPENDIX B**  
**Supplementary Pay Schedule**

- |    |  |            |                 |
|----|--|------------|-----------------|
| 1. | Department of Music  |            |                 |
|    | Director and Senior High Instrumental  |            | \$600           |
|    | Junior High Instrumental   |            | 200             |
|    | Elementary Instrumental  |            | 100             |
|    | Senior High Vocal Music  |            | 300             |
|    | Junior High Vocal Music  |            | 100             |
| 2. | Department of Dramatic Arts  |            |                 |
|    | Director of Musical Presentation   |            | 200             |
|    | Director of Dramatic Productions (\$100 per play,<br>maximum of two plays per year)  |            | 200             |
| 3. | High School Class Sponsors   |            |                 |
|    | Senior Class   | Two @\$150 | 300             |
|    | Junior Class   | Two @\$100 | 200             |
|    | Sophomore Class  | One @\$100 | 100             |
| 4. | Athletics  |            |                 |
|    | Athletic Director  |            | 900             |
|    | Head Football  |            | 750             |
|    | Head Basketball  |            | 750             |
|    | Assistant Football and Basketball  |            | 400             |
|    | Head Track and Baseball  |            | 450             |
|    | Head Swimming and Wrestling  |            | 500             |
|    | Cross Country  |            | 350             |
|    | Golf   |            | 200             |
|    | Ass't Track, Baseball and Wrestling  |            | 300             |
|    | Girls Athletics  |            | 200 per sport   |
|    | Junior High Football and Basketball  |            | 250             |
|    | Junior High Baseball and Track   |            | 225             |
| 5. | Payment for work at senior high athletic events  |            | \$1.75 per hour |
| 6. | Special Education teachers shall receive 105% of their teaching salary as determined from Appendix A. Minimum premium shall be \$300 per year.   |            |                 |
| 7. | School Social Workers and Diagnosticians shall receive 108% of their teaching salary as determined from Appendix A. Minimum premium shall be \$500 per year.   |            |                 |
| 8. | Payment received from colleges or universities for the training of student teachers shall be credited to the department at secondary level, or classroom at elementary level, in which the training took place. This amount may be used for the purchase of teaching aids or supplies. |            |                 |

ARTICLE XVII  
Duration of Agreement

This Agreement shall be effective as of August 30, 1966, and shall continue in effect until the 9th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SIGNED:



Wayne D. Ainsworth, President  
Carman Board of Education



Joseph Israel, President  
Carman Education Association