

Options not written in Contract

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AGREEMENT

between the

CARMAN EDUCATION ASSOCIATION

and the

CARMAN BOARD OF EDUCATION

covering the period between

September 1, 1967, and January 19, 1968

Carman
BoE
Assoc.

M. E. A.

1216 KENDALE

E. LAKE, MI.

48824

CONDITIONS OF THE CONTRACT

This Agreement entered into this 1st day of September, 1967, by and between the Board of Education of the Carman School District, Flint, Michigan, hereinafter called the "Board", and the Carman Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Carman is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; a cooperative effort by all facets of the professional staff with the Board of Education is necessary and proper, and

WHEREAS, the members of the teaching profession and the administration are particularly qualified to assist in improving educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this Agreement,

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 and sole bargaining representative for all certificated teaching personnel whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of Federal Programs, Director of Special Services, Athletic Directors, and Supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter 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 shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.

ARTICLE II
Rights of the Board

The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by law.

ARTICLE III
Association and Teacher Rights

A. Pursuant to the Michigan Public Employee Relations Act, the Board hereby 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 negotiations. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act, or other laws of Michigan, or the Constitutions 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, professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association, and its representatives, shall have the right to use school buildings at all reasonable hours for meetings, provided established procedure is followed in requesting such use.

D. Duly authorized representatives of the Association, and their respective affiliates, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with, or interrupt, normal school operation, provided established procedure is followed in requesting such use.

E. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use, provided established procedure is followed in requesting such use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use

the district mail service and teacher mail boxes for communications to teachers, provided there is no additional expense to the school district. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings except executive sessions, treasurer's reports, census and membership data, names and addresses of all teachers, 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.

H. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except that such teachers shall conduct themselves in their private and personal life in a manner consistent with the Code of Ethics of the Teaching Profession and their professional standing in the community. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and 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 of the Carman School District 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 IV

Deduction for Professional Dues

A. Within thirty (30) days after beginning their duties, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association. 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. Such authorization shall continue in effect unless subsequent to June 1 and prior to September 15 of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

ARTICLE V

Teaching Conditions

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the 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 toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following standards:

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	20	30
First-second Grades	20	30
Third-sixth Grades	20	30
2. <u>Secondary</u>		
English	20	25
Social Studies	20	30
General Education	20	30
Mathematics	20	30
Science	20	30
Language	20	30
Business	20	30
Typing	25	36
Industrial Arts	18	25
Drafting	18	25
Vocational Shops	18	25
Homemaking	18	25
Art	18	25
Physical Education	25	35
Hygiene	20	30
3. <u>Special Education</u>		
Special Classes for Physically Handicapped or Mentally Retarded	10	15
Special Sight-saving and hearing conservation classes	8	12
Emotionally disturbed classes	5	8

4. Counseling Services should be maintained at:

Senior High	500 to 1
Junior High	500 to 1

If at anytime it is found that the specified maximum limit is exceeded by more than 10%, the involved principal, the involved teacher, an Association representative and the superintendent's representative shall meet to plan means for relieving the situation. Any agreed action will be implemented before the limit is exceeded by 20%.

The Association recognizes that building progress or emergency situations can effect student class size. In event that circumstances exist that are beyond the Board's control, the Board and the Association will meet to work out a solution.

B. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school, except Jackson and Stalker which shall be at Hoover, and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.

D. The Board agrees to make available in each school adequate typing and duplicating facilities and to aid teachers in the preparation of instructional material.

E. The Board shall provide:

1. Separate desk for each teacher in the district with drawer space.
2. Suitable closet space for each teacher to store coats, over-shoes, and personal articles.
3. Reasonable chalkboard and bulletin board space shall be available where needed, in the judgment of the teacher and building principal.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A suitable dictionary in each classroom, if requested by the teacher and approved by the building principal.
6. Reasonable storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

8. Clean smocks for teachers in the following areas: Home economics, manual training, art, chemistry, physics and biology, as requested by the teacher and approved by the building principal.

F. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

G. 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.

H. Telephone facilities shall be made available to teachers for their reasonable professional use. Necessary facilities shall be determined by a conference between each building principal, the business manager, and the Association representative.

I. 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. Local buildings shall keep profits and assume any losses.

J. All teachers shall be entitled to a duty-free, uninterrupted lunch period. Lunch periods for the 1967-68 school year have been established at 45 minutes for elementary schools and 41 minutes for secondary schools. There may be slight variation due to the scheduling problems in the individual buildings. Any necessary changes in lunch periods shall be by mutual consent of the administration and the Association.

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

1. Classes begin at 8:00 a.m. and school is dismissed at 3:10 p.m.
2. Teachers shall be in their classrooms no later than 15 minutes before the scheduled starting time of classes.
3. Teachers shall remain in school, attending to professional duties, for a minimum of 15 minutes after school is dismissed.

L. Teachers in the elementary schools shall report to their classrooms no later than 8:15 a.m. and shall remain in school until 3:30 p.m.

FORMAT OF ELEMENTARY DAY

8:30 a.m. School begins
10:15 a.m. to 10:30 a.m. Recess
12:00 noon to 12:45 p.m. Noon Hour
2:30 p.m. School dismissed
2:30 p.m. to 2:40 p.m. Supervision
2:40 p.m. to 3:30 p.m. Planning

M. The maximum weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The maximum weekly teaching load in the junior high schools will be twenty-five (25) teaching periods and five (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 recess unless scheduled for supervision. Teachers should be appraised of the curriculum of the itinerant teachers. The maximum load of the certified librarian shall be twenty-five (25) hours assigned periods and five (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 procedure hereinafter set forth.

N. Nothing in this article shall be interpreted to prevent any teacher from volunteering for emergency supervision roles.

ARTICLE VI Leave Pay

A. At the beginning of each school year, each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to one hundred twenty days (120).

B. A teacher shall be granted one (1) personal leave day, with pay, per year, upon request, with reasonable notice to his immediate supervisor. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before, or after, a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

C. 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 any relative. Death of a close friend would also entitle a teacher up to one (1) day sick leave per year to attend the funeral.
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.

D. Leaves of absence with pay not chargeable against the teachers' 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 when called for jury duty.
 - b. If a teacher serves, any remuneration paid for jury duty shall be returned to the school district upon receipt.
2. Court appearance as a witness in any case connected with the teacher's employment, or the school. If subpoenaed in a case involving the public interest, he may be granted leave pay at the discretion of the superintendent.
3. Approved visitation to another school, or approved educational conference or convention.
4. Time necessary to submit to selective service physical examination.
5. A total of fifteen (15) days for professional use by the Association at the discretion of the officers of the Association. The involved building principal shall be given reasonable advance notice.

ARTICLE VII
Leave of Absence

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. Maternity leave of up to five (5) years shall be granted, commencing not later than the end of the sixth (6th) 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. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy, provided a vacancy exists for which she is qualified. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave.

C. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the teacher.

D. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a full-time teacher in such program; provided said teacher states his intention to return to the school system. In any one (1) year, not more than 3% of the professional staff may be granted such leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Such application shall be made no later than April 1 and the leave shall not interfere with the contractual obligation of the teacher unless agreed to by the Board.

E. 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, he may be eligible for a sabbatical leave for professional improvement. The Board may grant sabbatical leaves to 1% of the professional staff

for a period not to exceed two (2) semesters at any one time, provided, however, that the teacher holds a Permanent, or Life Certificate, and obligates himself to return for one (1) year, otherwise the grant becomes a loan to be repaid within six (6) months with no interest. 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.

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, and status, and may be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. 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.

F. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer on the staff of the Association or parent groups. Upon return from such leave such teachers may be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

G. 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. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left, provided his discharge, or separation, is honorable.

H. The Board may grant a reasonable leave of absence without pay for a teacher to campaign for, or serve in, a public office. This office may be elective, or appointive. Upon his return to the school district, the teacher shall take his place on the salary schedule where he was at the time of entering public office. The personnel files of a teacher presently employed, or formerly employed, may not be used by any one person, or persons, to disadvantage the teacher in any election for public office. If the position is appointive and the Board of Education, or Superintendent of Schools, is called upon for a verbal or written description of a candidate's qualifications, the Board, or Superintendent, will submit a confidential report stating the limitations, if any, of the candidate, as well as his desirable attributes. Partisan politics shall not affect the candidate's aspirations in the eyes of the Board, or the Administration, and under no circumstances shall information be divulged which may bear unfavorably upon a candidate who is, at the time of the election, or was prior to his resignation, a teacher in good standing in the Carman School District.

ARTICLE VIII
Vacancies, Promotions and Transfers

A. Whenever any vacancy in any administrative or consultant position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing the 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.

C. The Board recognizes that it is desirable, in making assignments, to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them without undue disruption to the existing instructional program. If the Superintendent, in his reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.

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

F. 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.

G. 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
Student Discipline and Teacher Protection

A. Since the teacher's authority and effectiveness in the classroom are 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 assume the role of

warden or custodian for emotionally disturbed students nor 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. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class period for one day when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. Suspension of students from school may be imposed only by a principal, or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child, and his parents when warranted. Transfer of the student to another teacher, or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate action shall be taken by the building principal.

E. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. This does not contemplate providing legal counsel for litigation.

F. Time lost by a teacher in connection with any incident mentioned in item E 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.

G. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any loss, damage, or destruction of clothing or personal property of the teacher.

H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association may be notified.

I. 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 X Professional Behavior

A. Teachers are expected to comply with rules, regulations, and directions from time to time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement.

B. 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. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. This is supplemental to any action taken by the administration.

C. The Association recognizes that abuses of sick leave, or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and may be reported to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board, or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XI Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school

year. Tenure teachers shall be evaluated at least once every two years.

B. Evaluations shall be conducted by the teacher's immediate supervisor, or an administrator working in the same building or otherwise familiar with the teacher's work.

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

D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview, or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report with the evaluator, if they so desire.

E. No later than March 15 of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made 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 Board will advise the teacher of the reasons therefor, and his rights under the Tenure Law, in writing.

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

ARTICLE XII Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community.

B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

ARTICLE XIII Special Student Programs

A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and

that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Care will be taken to meet their special needs as adequately as feasible.

B. The parties, accordingly, will cooperate to improve the psychological testing program, and to correlate the activities of the teachers so as to better meet the needs of special students in the community.

ARTICLE XIV Professional Curriculum Committee

A. 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 called The Carman Professional Curriculum Committee has been established. The Superintendent in charge of instruction is responsible for the implementation of this committee. All recommendations of the committee shall be accepted, rejected, modified, or returned to the committee for further study.

ARTICLE XV Qualification and Assignments

A. Every effort will be made to employ, for regular positions, only teachers who have a bachelor's degree from an accredited college or university.

B. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity, or where the teacher has outstanding credentials.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates, or their major or minor field of study.

D. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly with reasons given on request.

E. Assignments enumerated in Schedule B shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

Assignments for the Adult Education, Driver Education, and Summer School Programs will be made by the Board on the basis of preference to teachers possessing valid teaching certificates and who are regularly employed in the district during the normal school year.

F. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. 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 XVI Continuity of Operations

Both the Association and the Board of Education recognize that one of the primary objectives of the parties to this contract is to insure, protect, continue, and improve the high quality of education in the Carman School District. This requires good relations and cooperation between the Board, the Administration, the Association, and the staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. The grievance procedure hereafter established is to provide a peaceful and orderly method for the resolution of disputes. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, public release or displays of information, or any action tending to disrupt the normal operation of the school system be initiated, participated in, or condoned by either party in connection with such grievance disputes.

ARTICLE XVII Professional Improvement

The Board agrees to provide a fund for conferences for the express use of the teachers. The Superintendent for Instruction will recommend the total amount of the fund and administer its distribution. Every effort will be given to distribute the monies evenly among the various departments or subject areas.

ARTICLE XVIII Professional Grievance Procedure

A. Definitions

1. A grievant shall invoke the formal grievance procedure on the "Professional Grievance Report Form" set forth in schedule C which is incorporated into, and made a part of, this agreement.
2. The "aggrieved person" is the person, or persons, instituting the action.

3. 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.
4. The "teacher" includes any individual, or group, who is a member of the bargaining unit covered by this contract.
5. A "party of interest" is the person, or persons, who might be required to take action, or against who action might be taken, in order to resolve the problem.
6. 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 Representative (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 effect 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 Associations' 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 the 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 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 Negotiation Team for the purpose of arriving at a mutual 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 may be transmitted to the State Labor Mediation Board by either party.

5. Level Five

In the event that the grievance is not satisfactorily resolved at Level Four, the grievance may be submitted for arbitration before an impartial arbitrator selected jointly by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The fees and expenses of such arbitration shall be shared equally by the parties involved. Both parties agree to be bound by the award of the arbitrator. Either party may appeal this decision to a competent court of jurisdiction.

E. Rights of Representation

Any party of interest may be represented by 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 of 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 by 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 non-tenure 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 XIX Miscellaneous Provisions

A. The Board agrees at all times to make every effort 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. 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.

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

E. 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.

F. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties hereto; which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

G. The policies of the Board, as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall, as of the date of this contract, be considered a part of this contract and they shall not be added to, subtracted from, or changed in any way without the mutual agreement of both parties.

H. It is in the public interest that matters of common concern to both parties be submitted to mutual discussion from time to time. For this purpose, a monthly meeting will be established between the Board and/or its representatives, and the Association. Each group will designate up to five (5) members to participate in the discussions and they shall designate one of their members as a co-chairman. An agenda for each meeting will be drawn up in advance by the co-chairman.

ARTICLE XX

Professional Compensation

A. The salaries of teachers, covered by this Agreement, are set forth in Schedule A which is incorporated into and made a part of this Agreement.

B. Salaries for extra duties in addition to the normal teaching load are spelled out in Schedule B which is incorporated into and made a part of this Agreement.

C. 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. This coverage shall be effective for the full calendar year beginning with the enrollment period in September.

D. The Board of Education will provide Group Term Life Insurance and Long Term Disability Insurance with a total annual premium not to exceed \$17,000.

E. Sick Leave Bank Policy

1. The Board and Association will operate a sick leave bank on a mandatory basis.

2. Each employee enrolling in the bank will donate two days of his sick leave to the bank each year until the bank is built up to a maximum of 1500 days. No more days will be added to this maximum until the bank is depleted to 1000 days. The bank will then be built up again to at least 1500 days and the process repeated.

3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.

4. A person will not be able to withdraw the contributed days.

5. The first 30 days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.

6. A person will not be able to withdraw days from the bank until his own accumulated sick leave is depleted.

7. An individual may withdraw the number of days from the bank necessary to result in no loss of wages for one year, after he has depleted his own accumulated sick leave and also been ill 30 consecutive days.

8. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

F. Teachers may, at a future date, request a payroll deduction for Flint Teachers' Credit Union, and/ or a Tax Deferred Annuity offered by either the Massachusetts Mutual Life Insurance Company or the Michigan Education Special Services Association. These deductions should be considered in addition to those previously established. A committee of three Board members and up to three association members will investigate the problems involved with instituting these deductions and report to both parties.

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

H. Until such time that a new teacher attains tenure status, he shall receive credit for up to five (5) years outside experience allowance on the salary schedule. Following the time allowance necessary in the Carman School District to acquire tenure, said teacher will be given up to a total of eight (8) years experience allowance on the salary schedule. Teachers given immediate tenure shall be granted up to seven (7) years outside experience.

I. 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 of one-half of his accrued sick leave at his existing daily rate.

J. 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, providing permission has been granted from the Superintendent or his representative.

K. A teacher shall be released from regular duties without loss of salary at least two days per year for the purpose of participating in the fall teachers' institute.

L. Librarians may request, from the Superintendent, additional weeks with compensation if the situation warrants extra work.

M. Vocational Coordinators will work one week after and two weeks before the regular school year. Compensation will be at their regular contracted rate.

ARTICLE XXI School Calendar

A. For the first year of this Agreement the School Calendar shall be as set forth in Schedule D which is incorporated into and made a part of this Agreement. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. In the event an emergency requires additional days to meet total State Aid requirements, the calendar shall be adjusted, the details of the adjustment to be worked out mutually.

ARTICLE XXII Negotiating Procedures

At a reasonable time prior to, or at least 60 days prior to the end of this school year, negotiations will be undertaken for the purpose of negotiating a new Agreement.

SUPPLEMENT TO SCHEDULE A

A. Teachers hired after the 1962-63 school year are limited to the seventh (7th) step on the salary schedule in the Bachelor's Degree category. It is necessary therefore, to obtain 15 graduate hours within six (6) years or plateau on the seventh step. A new teacher with graduate hours beyond the Master's Degree will not receive credit for those hours until he has completed two years of experience either in Carman School District or in another school district.

B. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an adjustment at the start of the following semester after showing proof of credits earned. Either graduate or undergraduate credits will be accepted at the BA plus 15 and BA plus 30 level. Only credits earned after the baccalaureate degree will be accepted for advance placement on the salary schedule. Credit beyond the Master's level must be graduate level courses.

C. Movement on vertical steps of the salary schedule shall occur only at the beginning of each school year.

SALARY SCHEDULE A
Effective September 1, 1967, to January 19, 1968

BASE: \$6,200		VERTICAL INDEX: 4%		HORIZONTAL INDEX: 5%	
Year	BA	BA + 15 S.H.	BA + 30 S.H. or MA	MA + 15 SH.	MA + 30 SH
1	6200	6510	6836	7178	7537
1-1/2	6324	6640	6972	7321	7687
2	6448	6770	7109	7464	7837
2-1/2	6577	6906	7251	7614	7995
3	6706	7041	7393	7763	8151
3-1/2	6840	7182	7541	7918	8314
4	6974	7323	7689	8073	8477
4-1/2	7113	7469	7842	8234	8646
5	7253	7616	7997	8397	8817
5-1/2	7398	7768	8156	8564	8992
6	7543	7920	8316	8732	9169
6-1/2	7694	8079	8483	8907	9352
7	7845	8237	8649	9081	9535
7-1/2	8002	8402	8822	9263	9726
8	8159	8567	8995	9445	9917
8-1/2	8322	8738	9175	9634	10116
9	8485	8909	9354	9822	10313
9-1/2	8655	9088	9542	10019	10520
10	8824	9265	9728	10214	10725
10-1/2	9000	9450	9923	10419	10940
11	9177	9636	10118	10624	11155

If additional operational millage is obtained during the first semester of 1967-68, the following schedule will be effective January 22, 1968, through June 7, 1968.

BASE: \$6,600		VERTICAL INDEX: 4.25%		HORIZONTAL INDEX: 5.5%	
1	6600	6963	7346	7750	8176
1-1/2	6741	7112	7503	7916	8351
2	6881	7259	7658	8079	8523
2-1/2	7027	7413	7821	8251	8705
3	7173	7568	7984	8423	8886
3-1/2	7326	7729	8154	8602	9075
4	7478	7889	8323	8781	9264
4-1/2	7637	8057	8500	8968	9461
5	7796	8225	8677	9154	9657
5-1/2	7962	8400	8862	9349	9863
6	8127	8574	9046	9544	10069
6-1/2	8300	8757	9239	9747	10283
7	8472	8938	9430	9949	10496
7-1/2	8652	9128	9630	10160	10719
8	8832	9318	9830	10371	10941
8-1/2	9020	9516	10039	10591	11174
9	9207	9713	10247	10811	11406
9-1/2	9403	9920	10466	11042	11649
10	9598	10126	10683	11271	11891
10-1/2	9802	10341	10910	11510	12143
11	10006	10556	11137	11750	12396

SCHEDULE B
Supplementary Pay Schedule

1. Department of Music

The percentages listed below represent a percent of the teachers contracted salary.

Director of Music	6%
Coordinator of Vocal Music	3%
High School Instrumental	8%
High School Vocal	6%
Junior High Instrumental	4%
Junior High Vocal	3%
Orchestra	3%

Summer Music Director:	Summer 1967: \$4.50 per hour
	Summer 1968: \$5.00 per hour

2. Work at junior and senior high school athletic events \$2.25 per hr.

3. Special Education Teachers shall receive an additional 8% of their teaching salary as determined in Schedule A.

4. School Social Workers and Diagnosticians shall receive an additional 10% of their teaching salary as determined from Schedule A.

5. Driver Education Instructors shall be paid at a rate of: Summer 67-\$4.50 hr.
Board shall also furnish appropriate insurance. Summer 68-\$5.00 hr.

6. Senior High School Class Sponsors

Senior Class	Two @ \$150 each
Junior Class	Two @ \$100 each
Sophomore Class	One @ \$100
Freshman Class	One @ \$100

7. Department of Dramatic Arts

Director of Musical Presentation	\$200
Director of Dramatic Productions	2@\$200 each

8. Debate Coach \$300 per year
Forensics Coach \$100 per year

9. Summer Recreation Playground Supervisors \$120 per week - 1967
\$125 per week - 1968

10. Swimming Pool Supervision-Present school year \$4.00 per hour. Teachers shall be paid 1 hours time for cancellations. Salary for summer of 1968 will be \$4.10 per hour.

11. Teachers using their automobiles for school approved activities or functions will be reimbursed at a rate of 10¢ per mile.

12. GAA Sponsor - 1 each high school \$300 per year
FHA Sponsor - 1 each high school \$ 75 per year

13. Senior High Sponsor for Cheerleaders \$300 per year

14. High School Yearbook Advisor \$150 per year
High School Paper Advisor \$150 per year

15. Teen Club \$6.00 per night

SCHEDULE C

Professional Grievance Report

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Signature of Grievant (use reverse side for additional signature if more than one grievant)

Date: _____

Principal's Disposition:

Date: _____

Signature of Principal

Association's Disposition:

Date: _____

Satisfactory _____ Unsatisfactory _____

Superintendents's Disposition:

Date: _____

Signature of Superintendent

Association Disposition:

Date: _____

Satisfactory _____ Unsatisfactory _____

SCHEDULE D

1967-68 SCHOOL CALENDAR

August 28 thru September 1	Teacher Orientation Week. New and first year teachers report August 28. Teachers who taught in Carman during 1966-67 report August 29
September 4	Labor Day (School not in session)
September 5	Teachers only
September 6	One-half day school for all grades except Kindergarten
September 7	All grades full day except Kindergarten
September 11	Kindergarten in session
October 4	Curriculum Day (School closes at noon)
October 12-13	Teacher Conferences (School not in session)
November 22	Thanksgiving Recess Begins 3:45 P.M.
November 27	School Resumes 8:00 A.M.
December 22	Christmas Recess Begins at Noon
January 2	School Resumes 8:00 A.M.
January 10	Curriculum Day (School closes at noon)
January 19	End of 1st Semester - Morning classes only- P.M. Records
January 22	Second Semester Begins 8:00 A.M.
February 27	Curriculum Day (School closes at noon)
March 18-22	Spring Vacation
March 25	School Resumes 8:00 A.M.
April 12	Morning Session Only
May 30-31	Memorial Day Holiday (School not in session)
June 2	Baccalaureate 8:00 P.M.
June 4-6	Examinations
June 6	Commencement 8:00 P.M.
June 7	School Closes 3:00 P.M.