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Research

AGREEMENT
between the
CARMAN EDUCATION ASSOCIATION
and the
CARMAN BOARD OF EDUCATION
covering the period beginning with
September 2, 1969, through August 29, 1971?

Carman Bd of Educ.

Reg. 10 Senesee

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

CONDITIONS OF THE CONTRACT

This Agreement entered into the 2nd day of September, 1969, 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 services; 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 Act 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,

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, including Registered Nurses, Director of Library Services, Reading Consultants, 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 Board will not recognize or negotiate with any other teacher's organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.

B. The term, "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II Board Rights and Responsibilities

A. 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.

B. The Board will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by Public Act 379 or other law, State or Federal. The Board will not discriminate against any teacher with respect to any terms of this Agreement 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.

ARTICLE III Association Rights and Responsibilities

A. Teachers shall not be denied the right to organize, join and/or support the Association for the purpose of engaging in collective bargaining or negotiations.

B. The Association shall apply the terms of this Agreement in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or in association with the activities of any teacher organization.

C. 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.

D. 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.

E. 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 operations, provided established procedure is followed in requesting such use.

F. The Association shall have the right to use a school facilities and equipment normally used for instructional purposes 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 reasonable cost of all materials and supplies incidental to such use.

G. 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. Such teacher bulletin boards shall not normally be accessible to students. The Association may use the district mail service and teachers 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.

H. The Board agrees to furnish to the Association, in response to reasonable requests, 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. JEL
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I. 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 lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The Board and the Association pledge themselves to make available public education to every student of the Carman School District without regard to race, creed, religion, sex, color or national origin, and seek to achieve full quality of educational opportunity to all pupils.

K. No employee covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement. All persons, upon ratification are immediately restored to both regular or extra duties.

ARTICLE IV Association Security

A. Effective with the 1970-71 year, all teachers as a condition of continued employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within sixty days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

3. The Association assumes the obligation of transmitting executed membership assignments to the Board.

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B. The Board shall furnish the Association the names of all new teachers (with current addresses and school assignments) as they are hired. This section shall go into effect as of ratification.

C. The deduction of membership dues shall be made from the second pay check each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

D. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.

E. Payroll deductions for the following annuities will be accepted: Massachusetts Mutual Life Insurance Company, Michigan Education Special Services Association, N.E.A. Fixed and Variable Annuities written by Horace Mann Insurance Company, and Metropolitan Life Insurance Company..

ARTICLE V

Teaching Conditions

The parties recognize that optimum school facilities for both students 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 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, except in instances of voluntary innovated experiments, 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> | <u>Optimum</u> | <u>Maximum</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. Special Education

| | | |
|---|----|----|
| Special Classes for Physically Handicapped or Mentally Retarded | 10 | 15 |
| Special Sight-Saving and Hearing Conservation Classes | 8 | 12 |
| Emotionally Disturbed Classes | 5 | 8 |

B. Counseling Services should be maintained at:

| | |
|---|----------|
| Senior High | 350 to 1 |
| Junior High | 350 to 1 |
| This assumes the availability of qualified counselors and teacher replacements if required. | |

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%. It shall be the responsibility of the building principal to initiate the action set forth in this paragraph.

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.

At least two counselors (North Central Standards) shall be employed in each senior high school for a period of two weeks (10 working days) prior to the official school date for the employment of teachers.

C. The Board agrees at all times to keep the school reasonably equipped and maintained.

D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials 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 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.

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

F. The Board shall provide:

1. Separate desks for each teacher in the district with drawer space.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Reasonable chalkboards and bulletin board space shall be available where needed, in the judgment of the teacher and the 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 materials required in daily teaching responsibilities.
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.

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

H. The Board shall provide in all new schools subsequently constructed, restrooms and lavatory facilities exclusively for teachers 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.

I. 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.

J. 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 machine shall be the responsibility of the Association. Local buildings shall keep profits and assume any losses.

K. All teachers shall be entitled to a duty-free, uninterrupted lunch period. Lunch periods for the 1969-1970 and 1970-1971 school years have been established at 45 minutes for elementary schools and 41 minutes for secondary schools. There may be a slight variation due to the scheduling programs in the individual buildings. Any necessary changes in lunch periods shall be by mutual consent of the Administration and the Association.

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

1. Classes begin at 7:50 a.m. and school is dismissed at 2:55 p.m. at the senior high schools; 8:10 a.m. to 3:20 p.m. respectively at the junior high schools.
2. Teachers shall report to their immediate classroom area no later than fifteen minutes before the start of classes and are to use the fifteen minutes period for the conduct of professional duties which shall include but not be limited to supervision of students.
3. Teachers shall remain in their immediate classroom areas, except in emergency situations, ten (10) minutes after classes are dismissed in the P.M.

M. The teachers' normal teaching hours in the elementary schools shall be as follows:

1. Teachers shall report to their immediate classroom areas no later than 15 minutes before start of classes (classes begin at 8:30 a.m.) and are to use the fifteen minute period for the conduct of professional duties which shall include but not be limited to supervision of students.
2. The format of the elementary day for teachers is:

| | |
|-----------|--|
| 8:15 a.m. | Teachers report to their immediate classroom area. |
|-----------|--|

8:30 a.m. Classes begin
Noon lunch period of 45 minutes
2:30 p.m. Students dismissed
2:30-2:40 p.m. Supervision
2:40-3:30 p.m. Planning

Note: Kindergarten sessions are 8:30-11:00 a.m. and
12:00 - 2:30 p.m.

N. The maximum weekly teaching load in the secondary schools will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Counselors, social workers, diagnosticians, and nurses are entitled to a planning time equal to the regular period length established in the school but such planning time will be distributed throughout the work day as opposed to a designated period on the class schedule basis. The maximum teaching load in the elementary schools will be during 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.

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.

O. Nothing in this article shall be interpreted to prevent any teacher from volunteering for emergency teaching assignments.

P. Each school unit shall have allocated to it the sum of ten (10) dollars per full time teacher (pro-rated for fractional teachers) per year for the purchase of instructional supplies and equipment over and above the pupil allotment. Said funds shall be controlled and administered by the building principal (on a departmental basis at the secondary level), but shall be used exclusively to honor requests of teachers, for instructional materials. Purchases made directly by teachers shall require prior approval and proper invoices for payment.

Q. Special education teachers at the Carman Childrens' Center shall, by the nature of their duties, be furnished their lunch free of charge.

R. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VI Leave Pay

A. At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall be accumulated from year to year to one hundred eighty (180) days.

B. Of the twelve (12) sick days allowed above in paragraph A two (2) days may be used as personal days upon request, with at least 24 hours notice, except in emergency situations, to the 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. Personal leave days may not be used to extend a vacation or travel time related thereto.

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.

3. 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.

4. Reasonable length of time for travel is included in all allowances.

D. Leave of absence with pay not chargeable against the teacher's sick leave allowance or personal leave days shall be granted for the following reasons:

1. Absence when teacher is called to jury duty.

- 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, excluding travel expense.

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 shall be granted leave pay. Any remuneration shall be returned to the school district upon receipt, excluding travel expense.

3. Administration approved visitation to another school, or approved educational conference or convention.

4. Time necessary to submit to selective service physical examinations.

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 Leaves 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 leaves 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 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 a maternity leave shall be offered the first opening for which she is qualified and certified in the same early elementary K-3, late elementary 4-6, junior high or senior high subject or area which she formerly held or a position acceptable to her. If she requests to return and is offered a position equal to that which she formally held, as defined in the above four categories, but does not accept that position, her leave shall be terminated at the time of her rejection of the offer. A teacher returning from leave provided in this paragraph shall be placed on the step of the salary schedule from which she went on leave. A teacher on maternity leave shall not teach nor be employed full time elsewhere.

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 sickness 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 programs, provided; (1) said teacher states his intention to return to the school system, and (2) 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 leave 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 year, otherwise the grant becomes a loan to be repaid within one year, with no interest for the first six months. After six months any unpaid balance shall be assessed at an interest factor of 6% per annum. During said sabbatical leave, the teacher shall have a contract and shall be considered in the employment 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 teaching position, or to a position of like nature, seniority, and status, and 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 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 leave a teacher shall be placed at the same position on the salary schedule as when he left, providing his discharge, or separation, is honorable.

H. The Board may grant leaves of absence up to 2 years 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 office. Any information released by the Board to interested and qualified persons regarding such campaign and/or service shall consist solely of dates of employment 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 and necessary qualifications to the Association and providing the appropriate posting in every school building.

B. Any teacher meeting the qualifications 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 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 shall not be permitted under this contract except under conditions described as follows:

1. Any teacher whose building assignment ~~is to be changed~~ for the next school year shall be notified no later than the day after the regular school board election.

2. Should any reassignments become necessary after the regular school board election, subject area teachers within the building involved and the C.E.A. shall be consulted in order to find a solution to the problems. In no case shall any teacher be transferred unless absolutely necessary.

3. Any teacher reassigned pursuant to paragraphs 1 and 2 above may resign, and the Board agrees to accept such resignation at any time he is so reassigned.

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 had under this Agreement prior to such transfer to a 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 teachers, 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 obligation 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 behavior through counseling and interviews with the child and his parents, when warranted. Transfers 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 losses, damage, or destruction of clothing or personal property of the teacher.

H. The Board shall not recognize any complaint against any teacher by a parent or guardian unless the following procedures are followed:

1. The complaining party shall first attempt to resolve the problem with the teacher involved, or as an alternative will confer with the building principal. At the request of either or both the complainants and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either he or the complainant or the teacher object to a conference of all parties, the principal shall discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as practical.

2. Should the problem be placed on the agenda of the Board of Education the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the building principal(s) in advance of the meeting with the Board of Education to which meeting the parties are invited to attend. The C. E. A. shall be notified of this meeting and shall have the right to be represented.

3. No action under this section shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file, unless the matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall 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, for any damage or loss to person or property.

ARTICLE X Professional Behavior

A. Teachers shall comply with rules, regulations, and directions 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 abuse of sick leave, or other leaves, unjustified tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of 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.

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 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 he so desires.

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 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 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 reports.

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 classroom 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 programs and to correlate the activities of the teacher so as to better meet the needs of special students in the community.

ARTICLE XIV Curriculum Development

See Schedule F "Memo of Understanding"

ARTICLE XV Qualification and Assignments

A. Every effort will be made to employ, for regular positions, only teachers who have bachelor's degrees 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 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. Payment received from colleges or universities for the training of student teachers shall be credited to the department at the secondary level, or classroom at the elementary level, in which the training took place. This amount may be used for the purchase of teaching aids or supplies. Supervision of student-teachers shall be assigned only to tenure teachers who hold a permanent or life certificate and who have at least three years experience in the specific subject assigned to the student teacher.

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, and 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 display 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 teachers. The Superintendent for Instruction will recommend the total amount of the fund. The allocation for each building shall be based upon the number of teachers assigned to that building on a full time or pro-rata basis. The allocation per teacher shall be the same for purposes of establishing the fund. The building principal shall administer the fund and shall have final authority. In reaching a decision on each application, the building principal will consult with the C.E.A. Building representative for advice prior to making his decision.

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, 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 whom action might be taken, in order to resolve the problem.
6. The term "days" shall mean work 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. 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 Grievance Committee which shall serve as the Association Grievance Committee. All meetings and decisions concerning any grievance shall be arranged through this committee. In the event that any Association Representative, or any member of the Grievance Committee, is a party 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, or his delegate, 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.

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. Either party shall receive written disposition upon request.

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 four (4) days after presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee. The Association Representative will assist in writing the grievance.

b. Within four (4) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a grievance. If the Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process the claim without the Association support. If the Committee decides there is a grievance, it shall immediately process the claim with the Superintendent of Schools. Within eight (8) 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 eight (8) days from receipt of the grievance by the Superintendent, he may refer the grievance to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within eight (8) days from receipt of the written referral to the Board, its Review Committee shall meet with the Association's Grievance Committee and a member of 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 eight (8) days of the above mentioned meeting.

4. Level Four

In event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the eight (8) day period, the grievance may be transmitted to the Michigan Employees Relations Commission 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 the 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. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

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 procedure 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 Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request by either party. Decisions rendered at all 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 the grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be as presented as Schedule C. The office of the Superintendent shall prepare copies of the Professional Grievance Report, submitting these to the President of the Association for his use.
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 to make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they will call before 7:00 a.m. (except in case of emergency) to report unavailability to 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 shall be used by the Board of Education in any investigation of any teacher covered by this Agreement.

C. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with its terms. All individual teacher's contracts shall be expressly subject to and consistent with the terms of this Agreement. Any individual contracts executed between the Board and the individual teacher shall be in the form provided in Schedule E.

D. Copies of this Agreement shall be duplicated at the expense of the Board and delivered to all teachers within 15 calendar days after ratification.

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. 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, 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.

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 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, including Master Medical. This shall apply to the semi-private category, M-VF plan of coverage. MEA Super-Medical may be elected by paying an additional premium over Blue Cross through payroll deductions. 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 Insurance with Accidental Death and Dismemberment in the amount of \$5,000 and Long Term Disability equal to sixty (60) percent of income with a maximum of \$750.00 per month. Such Long Term Disability Insurance shall begin one (1) year after sickness or accident and shall continue to age 65.

E. Sick Leave Bank Policy

1. The Association will operate a sick leave bank on a mandatory basis. The Association will establish a committee to administer the sick leave bank and to provide the information whereby the Business Office will keep the records. The Business Manager will serve in the capacity of an advisor to the committee.
2. Each employee will donate one (1) day of his sick leave to the bank whenever the bank is depleted to 1,200 days. In addition to the above, every teacher new to the District will donate one (1) day of his leave per semester for his first year of employment.
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 20 calendar 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 has been ill 20 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.
9. Any teacher who leaves the employ of the Carman School District may elect to donate his unused sick days to the sick leave bank. He may do so by notifying the Business Manager and the Association of his donation.

F. 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 a rate of \$5.00 per hour.

G. Teachers employed by the Carman School District shall be allowed full teaching credit for outside professional service if such service occurred in accredited schools. The limitations described in the "Supplement to Schedule A" shall apply to the experience allowance stipulation. No recovery provision is provided for in this Agreement.

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

I. 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 negotiations, including arbitration, shall be released from regular duties without loss of salary, providing permission has been granted from the Superintendent or his representative.

J. A teacher shall be released from regular duties without loss of salary at least one day per year for the purpose of participating in the spring teachers' institute.

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

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J.W.W

L. Vocational Coordinators will work one week after and two weeks before the regular 186 teacher days of the calendar. Compensation will be at their regular contracted rate.

M. Whenever salary is to be deducted from any teacher because of work missed which is not covered under any leave policy stated in this Agreement, the salary shall be deducted according to the following formula: The teacher's contract salary shall be divided by twenty. One-tenth of this amount shall be deducted for each work day missed. Whenever a fraction of a work day is missed, salary deductions shall be determined by figuring the portion of the work day missed.

ARTICLE XXI

School Calendar

A. 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 between 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

A. At a reasonable time prior to, or at least 120 days prior to the end of this Agreement, negotiations will be undertaken for the purpose of negotiating a new Agreement.

B. It is understood that negotiations in the future between the Carman School District and the Carman Education Association shall be conducted so as to eliminate misunderstandings such as have occurred during 1969-70. During the course of negotiations in the future, when agreements are reached on separate paragraphs and articles of proposed contracts, the agreed upon sections shall be written, and signed or initialed by representatives of each team, and ^{each team} shall receive and maintain a copy of the agreed upon section.

C. Special Conferences on important matters concerning the administration of the contract shall be arranged between the Association President and a designated representative of the employer upon the request of either party. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance by mutual agreement and a written agenda shall be presented at the time the conference is requested. Any agreements reached shall be reduced to writing and signed by both parties.

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f.w.m.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective as of September 2, 1969, and shall continue in effect through the 29th day of August, 1971. It may be reopened only upon mutual consent of the parties, with the exception of Schedule B. (See Schedule B, item 20)

CARMAN EDUCATION ASSOCIATION

Ray E. Vandemore
Chairman, Professional Negotiations

C. Sanford Austin
President, Carman Education Association

Norman Lane Holchrest
Executive Director, CEA

Harold A. Murray

CARMAN BOARD OF EDUCATION

J. Michael McKenna
President, Carman Board of Education

Margaret J. Ruckert

Christa E. Hanks

SCHEDULE A
1969-70 Salary Schedule

| <u>YEAR</u> | <u>BA</u> | <u>+15</u> | <u>+30 or MA</u> | <u>+15</u> | <u>+30</u> |
|-------------|-----------|------------|------------------|------------|------------|
| 1 | 7400 | 7807 | 8236 | 8689 | 9167 |
| 1-1/2 | 7578 | 7994 | 8434 | 8898 | 9387 |
| 2 | 7755 | 8182 | 8631 | 9106 | 9607 |
| 2-1/2 | 7942 | 8378 | 8839 | 9325 | 9838 |
| 3 | 8127 | 8575 | 9045 | 9543 | 10068 |
| 3-1/2 | 8323 | 8780 | 9263 | 9773 | 10310 |
| 4 | 8517 | 8987 | 9479 | 10001 | 10551 |
| 4-1/2 | 8723 | 9201 | 9708 | 10242 | 10805 |
| 5 | 8926 | 9418 | 9934 | 10481 | 11057 |
| 5-1/2 | 9113 | 9643 | 10174 | 10734 | 11324 |
| 6 | 9301 | 9870 | 10411 | 10984 | 11588 |
| 6-1/2 | 9496 | 10106 | 10662 | 11249 | 11868 |
| 7 | 9692 | 10344 | 10911 | 11511 | 12144 |
| 7-1/2 | 9895 | 10591 | 11174 | 11789 | 12438 |
| 8 | 10099 | 10841 | 11435 | 12064 | 12727 |
| 8-1/2 | 10311 | 11099 | 11710 | 12355 | 13035 |
| 9 | 10523 | 11361 | 11984 | 12643 | 13338 |
| 9-1/2 | 10744 | 11632 | 12272 | 12948 | 13661 |
| 10 | 10965 | 11906 | 12559 | 13250 | 13978 |
| 10-1/2 | 11195 | 12190 | 12861 | 13570 | 14317 |
| 11 | 11426 | 12477 | 13162 | 13886 | 14649 |

1970-71 Salary Schedule

| | | | | | |
|--------|-------|-------|-------|-------|-------|
| 1 | 7900 | 8334 | 8792 | 9276 | 9786 |
| 1-1/2 | 8078 | 8522 | 8990 | 9485 | 10006 |
| 2 | 8255 | 8709 | 9188 | 9693 | 10226 |
| 2-1/2 | 8442 | 8905 | 9395 | 9912 | 10456 |
| 3 | 8626 | 9101 | 9601 | 10129 | 10686 |
| 3-1/2 | 8822 | 9306 | 9818 | 10358 | 10927 |
| 4 | 9014 | 9511 | 10033 | 10585 | 11167 |
| 4-1/2 | 9219 | 9725 | 10260 | 10824 | 11419 |
| 5 | 9420 | 9939 | 10484 | 11061 | 11670 |
| 5-1/2 | 9634 | 10163 | 10722 | 11311 | 11933 |
| 6 | 9844 | 10386 | 10956 | 11559 | 12195 |
| 6-1/2 | 10068 | 10620 | 11204 | 11820 | 12470 |
| 7 | 10287 | 10853 | 11449 | 12079 | 12744 |
| 7-1/2 | 10521 | 11098 | 11708 | 12352 | 13031 |
| 8 | 10750 | 11341 | 11964 | 12623 | 13317 |
| 8-1/2 | 10994 | 11597 | 12235 | 12908 | 13617 |
| 9 | 11234 | 11851 | 12502 | 13191 | 13916 |
| 9-1/2 | 11489 | 12119 | 12786 | 13489 | 14230 |
| 10 | 11740 | 12384 | 13065 | 13785 | 14542 |
| 10-1/2 | 12006 | 12664 | 13361 | 14096 | 14870 |
| 11 | 12268 | 12941 | 13653 | 14405 | 15196 |

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 Garman 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.

D. Schedule A for the 1970-71 school year shall be computed on a beginning Bachelor's Degree salary of \$7,900. All other salaries shall be determined by applying a 4.5% vertical index and a 5.5% horizontal index.

E. In addition, the sum of \$50,000.00 shall be divided by the number of teachers employed on the first day of school in fall 1970-71 with the exception of the beginning Bachelor's Degree teachers. The amount determined per teacher shall be added to Schedule A with the exception of the beginning Bachelor's Degree level.

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% |

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

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 in Schedule A.

5. Driver Education Instructors shall be paid at a rate of \$5.35 per hour. The Board shall also furnish appropriate insurance.

6. Senior High School Class Sponsors and Student Council Advisors

| | |
|-------------------------|------------------|
| Senior Class | Two @ \$150 each |
| Junior Class | Two @ \$100 each |
| Sophomore Class | One @ \$100 |
| Freshman Class | One @ \$100 |
| Student Council Advisor | One @ \$300 |

7. Department of Dramatic Arts

| | |
|----------------------------------|------------------|
| Director of Musical Presentation | \$200 |
| Director of Dramatic Productions | Two @ \$200 each |

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

9. Summer Recreation Playground Supervisors \$125 per week

10. Swimming Pool Supervision \$4.40 per hour
Teachers shall be paid 1 hours time for cancellations.

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

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SCHEDULE B (Continued)
Supplementary Pay Schedule

12. CAA 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
16. Non-scheduled and non-voluntary assignments shall be paid for at the rate of \$2.15 per hour.

17. Athletics

The compensation for teachers appointed to coaching positions, which positions are outlined in this Schedule, shall be established as a percent of the current B.A. base salary schedule; excepting, that the step on said salary schedule for the purposes of determining compensation for teachers appointed to coaching assignments shall be based on the number of years experience a teacher has obtained in coaching the specific sport in the Carman School District, excepting further, that credit will be allowed on said schedule for previous experience in the specific sport obtained outside the Carman School District to and including one (1) year. The B.A. base salary will be determined by using an average for the school year.

| | Percent | No Experience | One Year Exp. or more |
|----------------------------------|----------------|---------------|--------------------------|
| Football & Basketball | 14% | 1036 | 1140 |
| Head Coach | 9% | 666 | 733 |
| Asst. Varsity, Head J.V. | 4% | 444 | 488 |
| Asst. J.V. 9th Grade | 3% | 370 | 407 |
| 9th or 7th-8th Grade | | | |
| Wrestling & Swimming | | | |
| Head Coach | 11% | 814 | 895 |
| Asst. or J.V. | 5% | 370 | 407 |
| Baseball & Track | | | |
| Head Coach | 11% | 814 | 895 |
| Asst. or J.V. | 5% | 370 | 407 |
| 9th or 7th-8th Grade | 4% | 296 | 326 |
| Cross Country-Head Coach | 7% | 518 | 570 |
| Golf-Head Coach | 5% | 370 | 407 |
| Girls' Coaches | | | |
| Soccer | 4% | 296 | 326 |
| Basketball | 6% | 444 | 488 |
| Softball | 4% | 296 | 326 |
| Track | 4% | 296 | 326 |

SCHEDULE B (Continued)
Supplementary Pay Schedule

gmu
JMM

18. Salaries for Federal Projects will be agreed to mutually as programs are developed.

19. At least one person shall be employed in each high school to serve as trainer and/or equipment manager for boys athletic teams. He shall work under the direction of the Athletic Director to provide for the needs of the various coaches.

| | <u>Fall</u> | <u>Winter</u> | <u>Spring</u> |
|-------------------|-------------|---------------|---------------|
| Athletic Trainer | \$400 | \$200 | \$200 |
| Equipment Manager | \$300 | | |

20. A joint Schedule B Study Committee shall be formed with 5 members appointed by the Board of Education and 5 members by the Association to begin meeting on/or about May 1, 1970. This committee shall submit its findings and recommendations for negotiations as soon as possible. Any agreement(s) reached between the Board of Education and the Association negotiation committee will then become a part of the 1970-71 Agreement. Guidelines for the joint Schedule B Study Committee shall be drawn up and approved by both sides.

SCHEDULE C
Professional Grievance Report

Carman School District

Grievance Number _____

Building _____

Date of Violation _____

Date of Grievance _____

Statement of Grievance;

Signature of Grievant

Principal's Disposition:

Reason:

Date: _____

Signature of Principal

Association's Disposition:

Reason:

Date: _____

Signature P. R. & R. Chairman

Superintendent's Disposition:

Reason:

Date: _____

Signature of Superintendent

Board's Review Committee Disposition:

Reason:

Date: _____

Chairman, Review Committee

SCHEDULE D
School Calendar 1969-1970

| | |
|----------------------------|---|
| September 2 (Tue) | New Teachers Report |
| September 3 (Wed.) | All Teachers Report |
| September 4 (Thurs.) | Students Report A.M.; Teachers A.M. -P.M. |
| October 13-23 (Mon-Thurs.) | Teacher withdrawal of services (9 days) |
| November 20-21 (Thur-Fri.) | Parent-Teacher Conferences (El-Jr. Hi); In-service for Senior High Schools |
| November 27-28 (Thur-Fri.) | Thanksgiving Recess |
| December 24 (Wed.) | First day of Winter Recess (No School) |
| January 5 (Mon.) | School Resumes |
| February 6 (Fri.) | Last Day of First Semester (Full day of school) |
| February 9 (Mon.) | First Day of Second Semester |
| March 27 (Fri.) | Good Friday - School in Session A.M. Only |
| March 30-31 (Mon-Tue.) | Spring Recess |
| April 10 (Fri.) | Parent-Teacher Conferences (El-Jr. Hi), Senior High In-Service |
| April 17 (Fri.) | Parent-Teacher Conferences (El-Jr. Hi), Senior High In-Service |
| May 29 (Fri.) | Memorial Day (No School) |
| June 19 (Fri.) | Last Day of School (Full Day) |

SCHEDULE D
School Calendar 1970-1971

| | |
|----------------------------|--|
| August 28 (Fri.) | New Teachers Report A.M.; All Teachers P.M. |
| August 31 (Mon.) | All Students Report (Full Day) |
| September 7 (Mon.) | Labor Day (No School) |
| October 15-16 (Thur-Fri.) | Parent-Teacher Conferences (El-Jr. Hl) Senior High In-Service Program |
| November 26-27 (Thur-Fri.) | Thanksgiving Recess |
| December 21 (Mon.) | First Day of Winter Recess |
| January 4 (Mon.) | School Resumes |
| January 22 (Fri.) | First Semester Ends (Full Day of School) |
| January 25 (Mon.) | First Day of Second Semester |
| April 9 (Fri.) | Good Friday (No School) |
| April 19 (Mon.) | School Resumes |
| April 26-27 (Mon-Tues.) | Parent-Teacher Conference (El-Jr. Hl) Senior High In-Service Program |
| May 31 (Mon.) | Memorial Day (No School) |
| June 10 (Thurs.) | Last Day of School (Full Day) |
| June 11 (Fri.) | Last Day for Teachers (Full Day) |

SCHEDULE E
(Separate Probationary and Tenure Contract Forms)

CONTRACT OF EMPLOYMENT
(Probationary Teacher)
(Tenure Teacher)

SCHOOL DISTRICT OF CARMAN, COUNTY OF GENESEE, STATE OF MICHIGAN

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the School District of Carman, County of Genesee, State of Michigan, hereinafter called the "Board", and _____ hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Carman Education Association and the Board, and to the extent that the provisions of this contract and said Collective Agreement may be inconsistent, the provisions of said Collective Agreement shall be controlling.

2. That said Teacher is employed and hereby agrees to teach in said school district as a _____ teacher for the 19____-19____
grade and/or subject
school year which shall consist of no more than _____ contractual days.

3. That said Board shall pay said teacher the sum of _____ for said teaching duties and in addition the Board agrees to pay the following amounts for the within listed extra duties:

(List each duty and amount paid for same)

| | |
|---------------------------|-----------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total Compensation | \$ _____ |

said compensation to be paid in installments as defined in the Collective Agreements between the Board and the Association.

4. That said Teacher is hereby retained on a (probationary) ((tenure) basis, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____ 19____.

Board of Education of the School District of
Carman, County of Genesee, State of Michigan.

By _____

Teacher

Superintendent

SCHEDULE F
Professional Curriculum Committee,
Memo of Understanding

A. Curriculum study on a continuing basis shall be by means of the committee approach. Teachers of the discipline shall be represented through membership on the subject area committee. At no time will teacher membership number less than three unless the subject area under study has less than three assigned to the subject. Committee structure will include a teacher of the subject who represents the immediate teaching level above or below the organizational structure of instruction (elementary, junior, and senior high) under study provided the subject is offered at that level. Suggestions for committee membership may come as a result of self, peer, or administrative nomination. The implementation of the subject area committee is the responsibility of the Assistant Superintendent for Instruction whose authority it is to implement the recommendations of the study committee which are acceptable and supported by the necessary budgetary allocations or, where appropriate, by other means and/or resources. Where district policy matters are involved, the assistant superintendent, through the superintendent, shall make the necessary referral to the Board of Education for its consideration and disposition.

B. The Board will provide each Building AR with five copies of the total membership list of each Curriculum Study Committee. Within five days of each Curriculum Study Committee meeting, the Board shall provide each Association Representative with at least five copies of the meeting's minutes which shall include recommendations made by the Curriculum Study Committee and the action taken by the Administration and/or Board.