

9-1-75

**LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University**

AGREEMENT

between the

Carman Education Association

and the

Carman Board of Education

covering the period beginning

August 30, 1973 through September 1, 1975

*Carman-Grand Blanc Education
Assoc.
1332 W. Bristol Road
Flint, Mich. 48507*

Carman Board of Education

- INDEX -

Master Agreement
1973-75

- Academic Freedom p. 18
Advisors p. 36.37
Advisory Councils p. 19
Agreement Form p. 45
Annual Longevity Payment p. 33
Annuities p. 4
Assignments p. 19.20
Association Days p. 10
Association Notices p. 2
Association Rights and Responsibilities p. 2.3
Association Security p. 3.4
Association Service Fee p. 3
Athletics p. 34.35.36
- Board Rights and Responsibilities p. 2.3
Bus Driving p. 7
- Class Counts p. 6
Class Size -
73-74 Elementary, Secondary,
Special Education p. 5
74-75 Elementary p. 6
Conditions of the Contract p. 1
Continuity of Operations p. 20
Contract of Employment p. 44
Counseling Services p. 6
Court Appearances p. 10
- Discrimination p. 2
Drama Department p. 36
Duration of Agreement p. 30
- Educational Conferences or Conventions p. 20
Estate Entitlement p. 26
Extra-Duty Pay p. 33
- Grievance Appeal Form p. 41
Grievance Deadline Extension Form p. 42
Grievance Form p. 39
Grievance Procedures p. 21.22.23
Grievance Processing Instructions p. 37
- Handbook p. 2
Hourly Pay Positions p. 37
- Insurance Protection p. 24.25
Involuntary Military Service p. 26
Involuntary Transfers p. 15
- Jury Duty p. 10
- Leave Pay p. 9.10
Legal Defense - Collective Agreement p. 4
Library Services p. 9
Long Term Disability p. 25
Lunch Periods and Breaks p. 7
- Maternity Leaves -
Probationary p. 12
Tenure p. 11.12
Maximum Daily Load p. 5.6
Membership Dues p. 3.4
MESSA Programs-Payroll Deduction p. 26
Mileage Expense Reports p. 33
Military Leaves p. 12
Miscellaneous Provisions p. 24
Multi-Grade Classrooms p. 9
Music Department p. 36
- Negotiating Procedures p. 27
- Outside Teaching Credit p. 26
- Parent Complaints p. 16.17
Pay Dates p. 43
Payroll Deductions p. 4
Personal Days p. 10
Personal Leave of Absence p. 12.13
Physical Force p. 16
Policies p. 2
Polygraph-Lie Detector Devices p. 24
Professional Behavior p. 17
Professional Compensation p. 24.25.26
Professional Improvement p. 20
Promotions p. 14.15
- Qualifications p. 19.20

Recognition p. 1
Reference Materials p. 6
Requested Transfers p. 14
Retirement-Terminal Leave Pay p. 26
Return from Leave Procedures p. 13
Right to Organize p. 2

Sabbatical Leaves p. 10.11
Salary Schedule -
 1973-74 p. 31
 1974-75 p. 32
School Calendar -
 1973-74 p. 43
 1974-75 p. 27
School Closings p. 9
School Equipment and Maintenance p. 6
Selective Service Physical Examinations p. 10
Sick Bank p. 25
Sick Days p. 10
Sick Leave of Absence p. 9.10
Special Conference-Negotiating Procedures p. 27
Special Student Programs p. 18
Sponsors p. 36.37
Spring Teachers Institute p. 26
Staff Reduction p. 28.29
Student Discipline p. 15.16.17
Student Suspension p. 16
Substitute Teachers p. 24
Supplement Pay p. 33
Supplement to Salary Schedule p. 33

Teacher Assault p. 16
Teacher Conduct p. 3
Teacher Evaluation p. 17.18
Teacher Protection p. 15.16.17
Teacher Purchases p. 9
Teacher Rights p. 2
Teacher Substitution p. 26
Teachers Lounge p. 7
Teaching Conditions p. 4.5.6.7.8.9
Teaching Hours -
 Carman Children's Center p. 9
 Elementary p. 7
 Junior High p. 8
 High School p. 8
Teaching Load p. 9
Transfers p. 14

Unpaid Leaves of Absence p. 11.12.13
Unrequested Transfers p. 14
Use of Buildings and Equipment p. 2

Vacancies -
 Bargaining Unit Positions p. 14
 Non-bargaining Unit Positions p. 14
Vending Machines p. 7
Vocational Coordinators p. 26

Working Agreement p. 27

CONDITIONS OF THE CONTRACT

This Agreement entered into the 30th day of August, 1973, 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, or on a per diem basis, including Coordinator of Library Services, Registered Nurses, Reading Consultants; excluding Superintendent, Deputy Superintendent, Principals, Assistant Principals, Deputy Principals, Director of Business, Director of Instruction, Assistant Director of Instruction, Director of Personnel, Assistant Director of Personnel, Coordinator of Federal Projects, Supervisor 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 teachers' 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.

The Board shall discharge its responsibility and authority without regard to race, creed, religion, color, national origin, age, sex, or marital status of its employees and in its employment practices.

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.

C. The handbook of current Board Policy shall be made available in the following manner: four (4) copies in each of the two senior high schools, two (2) copies in each of the other buildings, three (3) copies to the Carman Education Association.

D. Existing building policies shall be put in writing and shall be distributed annually in each building to all teachers.

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 organizations.

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 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.

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 and/or extra duties.

ARTICLE IV Association Security

A. All teachers, as a condition of continued employment shall either:

1. Sign and deliver to the Association within 60 days of the commencement of employment a membership form authorizing payment of the dues and assessment 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 service fee equivalent to the dues and assessment of the Association (including the National and Michigan Education Associations) within 60 days of the commencement of employment.
3. In the event the service fee or membership dues and assessments 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 or failure of any teacher to comply with the provisions set forth in Section A, #1 and #2 above is recognized as just and reasonable cause for termination of employment.
4. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.

5. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of Section A of Article IV of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action, subject however to the following conditions:

- a. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
- b. The Association has the right to choose the legal counsel to defend any said suit or action.
- c. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- d. The word "Association" as used in Section A of Article IV includes the Carman Education Association and the Michigan Education Association and indicates that both are a party to and jointly responsible for items outlined in Section A of Article IV.
- e. Article IV, Section A, shall be effective only upon written acknowledgment by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article IV, Section A. Section A, Number 5 shall not be retroactive to any school year preceeding 1971-72.

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, NEA, Fixed and Variable Annuities written by Horace Mann Insurance Company, Metropolitan Life Insurance Company, Variable Annuity Marketing Company, and First Investment Annuity 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 sizes shall not exceed, except in instances of voluntary innovated experiments, the following standards:

1. Elementary * See No. 8	<u>Scheduled</u>	<u>Max./class</u>	<u>Max. Daily Load</u>
Kindergarten	29	30	
1-2	30	32	
3-6	30	33	
2. Secondary			
English	25	28	125
Social Studies	30	33	150
General Ed.	30	33	150
Math			150
Advanced	33	36	
Intermediate	27	30	
Basic	22	27	
Science	30	33	150
Language	30	33	150
Business	30	33	150
Typing	36	39	180
Industrial Arts	25	28	125
Drafting	25	28	125
Vocational Shops	25	28	125
Homemaking	25	28	125
Art	25	28	125
Hygiene	30	33	150
Office Coop.	22	25	110
Physical Education	35	38	175
3. Special Education			
Special Classes for physically handicapped or mentally retarded	15	17	
Special Sight-Saving & Hearing Conservation Classes	12	13	
Emotionally Disturbed Classes (Self-Contained)	8	9	
Emotionally Disturbed Teacher Counselor Program	25	25	

4. When the maximum daily load is pro-rated between two or more subjects or assignments, 5 will be the common divisor for determining the maximum daily load of that teacher. Example for computing a non-listed Maximum Daily Load: for two English and three Social Studies classes; add the scheduled number for each class or $25+25+30+30+30=140$ =maximum daily load.

5. Class size shall be as set forth in the scheduled column prior to August 15. Thereafter class size shall not exceed the numbers as set forth in the maximum per hour column. At no time shall a teacher's maximum daily load be exceeded.

6. Upon request, individual class counts as of August 15 will be supplied to the Association.

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

8. 1974-75 Elementary Class Size:

	<u>Scheduled</u>	<u>Maximum</u>
Kindergarten	28	29
1-2	29	31
3-6	30	32

B. Counseling services shall not exceed the ratio of 400 to 1. At least two (2) 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.

When sixth graders are in the junior high building, they shall be considered part of the counseling ratio.

C. The Board agrees at all times to keep the school adequately 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 with drawer space for each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboards and bulletin board space where needed.
4. Teacher's editions, if available from the publisher, 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. Adequate storage space in each classroom for instructional materials.
7. Appropriate attendance books and adequate quantities of paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibilities.
8. Smocks as requested by the teacher and approved by the building principal, which are cleaned weekly, for teachers in the following areas: home economics, industrial arts, art, and science (lab courses).

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

H. The Board shall continue to provide in each school building, restrooms and lavatory facilities exclusively for teachers and at least one appropriately furnished teacher's lounge. Supplies and furnishings shall be of at least moderate quality.

I. Telephone facilities shall continue to be made available to teachers for professional use. These facilities and their locations shall be determined by a conference between each building principal and 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. Elementary teachers shall not be required to supervise during the student lunch hours. Lunch periods for the duration of this contract have been established at 45 minutes for the elementary schools and at least 41 minutes for the secondary schools. Any necessary changes in lunch periods shall be by mutual consent of the Board's representative and the Association. Senior high schools will have a fifteen (15) minute supervised break.

L. The teacher's normal teaching hours in the elementary schools shall be as follows:

1. Teachers shall report to their immediate classroom areas no later than fifteen (15) minutes before start of classes 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
8:30 a.m.	Classes begin

Lunch period of 45 minutes for teachers and students

2:30 p.m.	Students dismissed
2:30-2:40 p.m.	Supervision
2:40-3:30 p.m.	Planning
3:30 p.m.	Teachers dismissed

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

M.

1. Teachers shall report to their immediate classroom area no later than fifteen minutes before the start of classes 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 teacher's normal teaching hours in the Junior High Schools shall be:

7:45 a.m. Teachers Report	3:05 p.m. Students dismissed
8:00 a.m. Classes begin	3:15 p.m. Teachers dismissed

Noon lunch period of at least 41 minutes for teachers.

N. The teachers' normal teaching hours in the senior high schools shall be as follows:

1. All full time teachers will be scheduled for seven (7) periods - 5 teaching, one preparation, and one lunch (during the IV, V, or VI periods). The length of time for any teacher's schedule will not exceed seven and one-half (7½) hours.
2. Teachers scheduled for the first period shall report to their immediate classroom area no later than 6:50 a.m. and are to use this ten minutes for the conduct of professional duties which shall include but not be limited to supervision of students.
3. Teachers scheduled for the tenth period shall remain in their immediate classroom areas, except in cases of emergency situations, ten (10) minutes after classes are dismissed.
4. Teachers will not be assigned break supervision duties during both a.m. and p.m. sessions.
5. The full day schedule for the senior high schools will be:

Period I	7:00 - 7:55 a.m.
Period II	7:59 - 8:56 a.m.
Period III	9:00 - 9:55 a.m.
Break	9:55 - 10:10 a.m.
Period IV	10:14 - 11:09 a.m.
Period V	11:13 - 12:08 p.m.
Period VI	12:20 - 1:15 p.m.
Period VII	1:19 - 2:14 p.m.
Period VIII	2:18 - 3:15 p.m.
Break	3:15 - 3:30 p.m.
Period IX	3:34 - 4:29 p.m.
Period X	4:33 - 5:28 p.m.

O. The teachers normal teaching hours at the Carman Children's Center shall be as follows:

8:15 a.m.	Teachers Report
15 minute break (duty free)	
Lunch hour-teacher supervised (not duty free)	
2:15 p.m.	Students dismissed
3:00 p.m.	Teachers dismissed

P. Any necessary changes in Article V, Section L, M, N, or O can be made by mutual consent of the Board's representative and the Association.

Q. 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 shall be appraised of the curriculum and schedules of the itinerant and special services teachers. No teacher in grades 7 - 12 shall be assigned more than three course preparations per semester, unless mutually agreed to by the teacher and building principal.

R. When the media specialist and/or librarian is not on duty in the library, only certificated personnel or responsible adults shall supervise the students in the library.

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

T. 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.

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

V. Before any K-6 multi-grade classrooms are assigned, the principal will consult with the teachers involved and will attempt to assign these classrooms on a voluntary basis.

W.

1. Whenever it is known that school is not to be in session because of lack of heat or water, or because of weather conditions, students and teachers shall have notification as soon as practical prior to the time school is to begin and teachers shall not be required to report for work.
2. If school is in session and students are sent home because of lack of heat or water, or weather conditions, teachers shall be relieved of duty when students have been dismissed.

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 any 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 close friends would also entitle a teacher up to three (3) days 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 a 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 thirty (30) 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 Sabbatical Leaves

A. 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 is eligible for a sabbatical leave for professional improvement subject to the following conditions:

1. The Board may grant sabbatical leave to one percent (1%) of the professional staff for a period not to exceed two (2) semesters at any one time.
2. The teacher must hold a Permanent or Life certificate.
3. The teacher obligates himself to return for one (1) year, otherwise the grant becomes a loan to be repaid within one (1) year with no interest for the first six (6) months. After six (6) months any unpaid balance shall be assessed at an interest factor of six percent (6%) per annum.
4. During the sabbatical leave, the teacher shall have a contract and shall be considered in the employment of said Board.
5. The teacher shall be paid a minimum of one-half ($\frac{1}{2}$) his full annual salary (or more, dependent upon the nature of said leave) and full fringe benefits, provided said teacher does not utilize approved sabbatical leave for gainful employment elsewhere.
6. A teacher on sabbatical leave shall be allowed credit towards retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan School Employees Retirement Board.
7. 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.

ARTICLE VIII
Unpaid 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 three (3) years shall be granted to tenure teachers.
1. The commencement of such leave shall be determined by the teacher and her physician. The teacher, upon request, will submit a statement from her physician that she is physically able to teach.
 2. If a teacher desires to return sooner than six (6) weeks after termination of pregnancy she must submit a statement from her physician that she is physically able to return to work.
 3. After a teacher has been on maternity leave one year, she must submit her request for renewal of leave or return to teaching on or before the closing date of each school year, except in emergency situations.

4. A teacher on maternity leave shall not teach nor be employed full time elsewhere, except by mutual agreement with the Director of Personnel or when no position for which she is qualified is available in the district.

5. A teacher, male or female, adopting a child shall receive upon request leave which shall commence within sixty days upon entry of an order by the Probate Court terminating the rights of the natural parents. Subsections three and four of Article VIII, Section B, shall apply.

6. The length of maternity leaves for teachers granted leaves prior to the effective date of this contract shall be as stipulated in the contract under which their leave was granted. The request to have maternity leaves renewed annually shall apply. The Personnel Office shall notify all teachers presently on maternity leave of this provision.

7. Teachers returning from leave shall do so according to the return procedure under Article VIII, Section J.

C. Probationary teachers shall be granted a maternity leave up to one (1) year. Sections 1, 2, 4, and 7 of Article VIII, Section B shall apply.

D. 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.

E. 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 districts, 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.

1. All requests must be in writing and submitted to the Department of Personnel on or before April 1st.

2. Any eligible teacher shall be granted said leave, provided however, that the total number does not exceed three percent (3%) of the professional staff.

3. Such leave shall not interfere with the contractual obligation of the teacher unless agreed to by the Board.

4. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had the teacher taught in the district during such period.

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 or on the staff of the Association, its parent groups or affiliates. 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 the 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 the 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, providing discharge or separation is honorable. A maximum of two years credit will be allowed. This provision shall apply to teachers presently on military leave and those who apply for such leave after August 29, 1971.

H. The Board may grant leaves of absence up to two (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.

I. After a teacher has been employed at least four (4) consecutive years, and/or at the end of each additional four (4) or more consecutive year periods, he is eligible for a personal leave of one (1) year.

1. All requests must be in writing and submitted to the Department of Personnel on or before March 15th.

2. Any eligible teacher shall be granted said leave, provided however, that the total number does not exceed three percent (3%) or 18, whichever is less, of the current professional staff.

3. If the number of applicants for personal leave exceeds 3% or 18, whichever is less, of the current professional staff, selection shall be made as follows:

- a. Those teachers needing the leave due to an emergency situation which has been agreed to mutually by the Board and the Association shall be granted said leave.
- b. All other requests shall be divided into two groups:
Group A: Teachers who were granted any leave pursuant to Articles VII and VIII within the last five (5) years.
Group B: All other applicants.
- c. If Group B is over 3% or 18, whichever is less, of the professional staff, selection will be by lot.
- d. If Group B is less than 3% or 18, whichever is less, of the professional staff, applicants from Group A shall be selected by lot until maximum of 3% or 18, whichever is less, is reached.

4. All teachers granted a personal leave shall be notified by April 15th.

5. Requests for personal leave submitted after the deadline date as specified in #1 may be granted provided the three percent (3%) maximum has not been reached.

J. Return Procedure - Unpaid Leaves:

1. All teachers returning from leave pursuant to Article VIII shall be offered positions before any new teacher is assigned.

2. A teacher returning from a leave will be offered the same position he had when said leave commenced or a position of like nature. If no such position is available he shall be offered a position acceptable to him for which he is qualified and certified in the same early elementary K-3, late elementary 4-6, junior high or senior high subject or area which he formerly held. After a list of all available positions has been given the teacher he shall have a maximum of 15 calendar days to make his choice of position.

3. During said leave of absence, such teacher's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be cancelled but shall remain credited to him.

ARTICLE IX
Vacancies, Promotions, and Transfers

A. Vacancies in Non-Bargaining Unit Positions

1. Whenever any vacancy in positions outside the Bargaining Unit shall occur within the district, the Board shall publicize the same by giving written notice of such vacancy and necessary qualifications to the Association and providing appropriate posting in every school building, office and faculty lounge. During the summer recess, adequate notice shall be given to the Association for publication.

2. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Board's authorized representative within the time limit specified in the notice. In filling such vacancy, the Board will give due weight to the background and service of those presently employed in the district.

3. When an assignment is denied a teacher, that teacher upon request will be given an explanation by the Personnel Department.

B. Bargaining Unit Vacancies

1. Every effort will be made to keep the staff informed of teaching vacancies occurring in the school district.

2. Any teacher may apply.

C. Requested Transfers

1. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on the form provided, to the Building Principal and Director of Personnel. Such request shall include the grade and/or subject, to which the teacher desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference. Requests by a teacher for transfer shall be made on or before May 1.

2. In determination of requests for voluntary reassignments and/or transfers, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements of the school system. If more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed. When a position is filled, all unsuccessful applicants shall promptly be notified in writing.

3. If transfer requests for a position are pending, no new teachers will be assigned to that position until transfer requests have been acted upon.

D. Unrequested Transfers and Assignments

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 five (5) days after the regular school board election. However, the Board will make every effort to provide such information by May 1.

2. When an involuntary transfer or reassignment is absolutely necessary, volunteers from among those affected will be transferred or reassigned first. A teacher's qualifications and experience pertinent to the position involved shall be considered along with other pertinent factors in determining which teacher is to be transferred.

3. If an involuntary transfer or reassignment becomes necessary, the Carman Education Association Executive Director shall be notified in writing. The Board's Representative shall meet with the teacher involved and the Association Representative to seek a solution to the problem. Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment or teachers new to the district. A list of available positions in other schools shall be given to that teacher. The teacher shall be given a maximum of fifteen (15) days to make his choice of position. The Board's Representative shall inform the Association of reassignments and/or transfers when a decision has been made.

4. Should any reassignment become absolutely necessary after school has recessed for the summer, the Association shall be consulted in order to find a solution to the problem.

5. Any teacher reassigned involuntarily may resign, and the Board agrees to accept such resignation at any time he is so reassigned.

E. 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. Teachers assigned pursuant to this paragraph must be so informed in writing, at the time he is assigned.

F. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall have the same rights as other teachers have under the current agreement.

ARTICLE X

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 Principal will take reasonable steps to assist the teacher with respect to such pupil. However, the Principal will take immediate steps to refer the student to the appropriate agency upon written notification by the teacher.

B. Any teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.

C. A teacher may exclude a pupil from the classroom 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. At the secondary level a pupil may be excluded from that class for that day, and at the elementary level for no more than half a day.

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.

The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his immediate possession, excluding instructional materials, due to acts against him resulting from discharge of his duties and provided such loss shall not be the result of his negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this paragraph means effects normally carried on one's person, such as a watch, ring, glasses, etc.

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 Carman Education Association 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 XI 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 Association recognizes that abuses of sick 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 shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE XII 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 therefore, 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.

ARTICLE XIII Academic Freedom

A. The parties seek to education young people in the democratic traditions, 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 XIV 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. Action will be taken to meet their special needs.

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.

C. The application of Article XIV will not be in conflict with Act 198, Public Acts of 1971 (Mandatory Special Education).

ARTICLE XV
Advisory Councils

A. The Board of Education and Carman Education Association believe that a prime responsibility of the parties is to stimulate significant improvement in the quality of the instructional program. The major responsibility for educational change should be a joint effort between teachers and administrators through their influence and involvement.

THEREFORE: To fulfill these responsibilities a Curriculum Advisory Council shall be organized. Some of the functions of the CAC shall be as follows:

1. To coordinate development, implementation, research, and evaluation of instructional programs.
2. To establish long-range and ad hoc committees, to function at the direction of the council.
3. To be responsible for establishing priorities of implementation when budget limitation is a factor.
4. To develop workshop training programs.
5. To maintain communications with the staff.

MEMBERSHIP:

1. One member from each school building elected by the teaching staff of that building on or before the second Friday of September. (total of fifteen (15) teachers).
2. Chairman of the C.E.A. Instructional Committee.
3. Six (6) Administrators appointed by the Superintendent.

The first meeting shall take place not later than during the first week of October. Thereafter, meetings will be held at least once a month during the school year.

B. FACULTY ADVISORY COUNCIL. In each building there shall be an elected Faculty Advisory Council.

ARTICLE XVI
Qualification and Assignments

A. Every effort will be made to employ, for regular positions, only teachers holding a Provisional or Permanent (continuing) certificate and who have received their training from a college or university accredited by the NCATE.

B. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity, after conferring with the Association.

C. 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 whose schedules are to be changed for the forthcoming year shall be given written notice no later than the last day of school of the preceding year. 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 Schedules B, C, D, E 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 unless otherwise mutually agreed to.

ARTICLE XVII Professional Improvement

The Board agrees to provide a fund for conferences for the express use of teachers. The Director of Instruction will recommend the total amount of the fund and publish a list of available conferences. The allocation for each building shall be based upon the number of teachers assigned to that building on a full time or pro-rated 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. By September 1st, a fund will also be provided for workshops.

ARTICLE XVIII 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 XIX
Professional Grievance Procedure

A. Definitions

1. A grievant shall invoke the formal grievance procedure on the forms set forth in Schedule F 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

1. Before entering into the following prescribed grievance procedure, it is the desire of the Association and Administration that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested.

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 or reduced by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution prior to the end of the school year.

1. Level One - A teacher with a grievance shall submit it, in writing, to his immediate supervisor or principal; individually, together with his Association Representative or through the Association Representative. A decision shall be rendered, in writing, within four (4) days after presentation of the grievance.
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 an appeal with the supervisor rendering such a decision and with the Association Grievance Committee.
 - b. Within eight (8) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is a basis for appeal. If the committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools, within the time limitations set forth in Paragraph G-8 of this Article.
3. Level Three - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within eight (8) days from receipt of grievance by the Superintendent, the Association 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 twelve (12) 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 the event that the grievance is not satisfactorily resolved at Level Three, the grievance may be submitted for arbitration. The arbitrator 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 judgement 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. 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.
 3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.
 4. Forms for filing and processing grievances shall be as presented as Schedule F. The Office of the Superintendent shall prepare copies of the Professional Grievance Report, submitting these to the President of the Association for his use.
 5. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
 6. 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.
 7. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available in writing to the teacher and the Association within ten (10) days of said action.
 8. Any grievance not appealed from a decision at any level of this procedure within fifteen (15) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
 9. Any grievance shall be filed within forty-five (45) days after the alleged incident was known or should have been known to the aggrieved party. In such cases the disposition rendered shall indicate non-compliance with the above time limit.
- G. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

ARTICLE XX
Miscellaneous Provisions

A. The Board agrees to make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed by the first day of school of the procedure they are to follow to report unavailability for work. Teachers will not be penalized if, in cases of emergency, they are not able to follow the procedure. 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 H.

D. Copies of this Agreement shall be duplicated at the expense of the Board and delivered to all teachers as soon as possible 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 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 XXI
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, C, D, E which are incorporated into and made a part of this Agreement.

C. The Board shall provide to the teacher and his family without cost:

1. Where applicable, insurance protection from either of the following programs:

a. MESSA Super-Med 2

b. Blue Cross-Blue Shield, excluding rider S, including Master Medical Plan N-4 and \$2.00 deductible Prescription Drug Plan, MVF-II Semi-private plan of coverage; Rider S may be elected at the teacher's option and the premium paid by him through payroll deduction.

2. Where applicable, the MESSA Dental Care Program Plan E with Orthodontic Rider O-1.

3. The coverage provided in Article XXI Section C shall be effective for the full calendar year beginning with the enrollment period in September.
- D. The Board shall provide without cost to the teacher:
 1. Group Life insurance protection in the amount of \$15,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. The policy shall also include the following riders: Waiver of Premium and Conversion Privilege to include a guaranteed continuation of a percentage of group coverage at group rates for retirees. Further, all dividends and future premium reductions shall be applied to additional coverage.
 2. Long term disability insurance that will include benefits to begin one (1) year after sickness or accident payable to age 65 or until termination of disability, whichever occurs first. The long term disability policy shall pay sixty percent (60%) of annual contractual salary with a monthly payment limit of seventy-five percent (75%) of monthly contractual salary including direct offsets such as social security, etc. The level of benefits shall not be below that provided in the LTD policy for the school year 1972-73.
 3. The coverage provided in Article XXI Section D shall be effective for the full calendar year beginning with the enrollment period in September.
- 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 Director of Personnel 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 1,000 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 his 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 14 consecutive work 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 14 consecutive work 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 shall donate his unused sick leave to the sick leave bank unless he notifies the Director of Business and the Association in writing by the last day of school that he does not wish to do so.

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 at a rate of \$7.50 per hour.

G. Teachers employed by the Carman School District shall be allowed full teaching credit for outside professional 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 100% of his accrued sick leave at his existing daily rate.

I. A teacher engaged during the school day in negotiations 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 and/or media specialists may request, from the Superintendent, additional weeks with compensation if the situation warrants extra work.

L. Vocational Coordinators will work one week after and two weeks before the regular 184 teacher days of the calendar. Compensation will be at their regular contracted rate.

M. In the event a teacher is called for involuntary military service during the school year, upon written application, the Board shall consider reimbursing him for the difference between his military pay and contractual salary for a period not to exceed two weeks, in view of all circumstances of the case and with the understanding there is to be no contractual obligation to so reimburse.

N. Whenever salary is to be deducted from any teacher because of work 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 contractual salary shall be divided by the number of contractual days. Whenever a fraction of a work day is missed, salary deductions shall be determined by figuring the portion of the work day missed.

O. For those teachers retiring, a terminal leave payment of one percent (1%) of the current base payable after ten (10) years for each year of service beyond five (5) years in the Carman School District, not to exceed thirteen hundred fifty dollars (\$1350.00) shall be paid provided the teacher has attained the age of fifty (50) years or older.

P. Payroll deduction shall be available for all additional MESSA programs.

ARTICLE XXII School Calendar

A. The School Calendar shall be as set forth in Schedule G 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.

B. The 1974-75 school calendar will be ready for publication on or before May 1, 1974.

ARTICLE XXIII 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. During the course of negotiations 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 should 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.

D. 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.

E. Working Agreements - Use official agreement form Schedule I for any agreements between the Administration and the Association.

1. All agreements between the Association and Board Representatives shall be reduced to writing on the agreement form attached as Schedule I. No agreements shall be binding unless they are in writing and signed by representative(s) of both parties. Any written agreements shall be subject to the grievance procedure.
2. If the representatives do not have the authority to bind their side on a matter, they shall state on the agreement that it is tentative, subject to review, and specify by what time it shall be reviewed. Each side shall notify the other side of the review action.
3. All agreements shall be signed by two representatives each from the Board and the Association when possible. It is expected that agreements will be routinely reviewed and adopted by the respective parties.

F. If any provision of this agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law; but all other provisions of this agreement will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE XXIV
Staff Reduction

A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.

B. Before the Board makes any necessary reduction in personnel, it will first negotiate with the Association regarding the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination as to who will be discharged or laid off and the reemployment rights of such persons.

C. In the event that a reduction of staff is deemed necessary, leaves of absence without pay will automatically be granted to any and all teaching staff affected by this reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his position on the seniority list.

D. During said leave of absence such teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums therefore at the Board offices. This section is contingent upon approval by the respective insurance carriers.

E. During said leave of absence such teacher's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be cancelled but shall remain credited to him.

F. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service.

G. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in loss of status or credit for previous years of service. Upon return to the Carman School District he shall receive full credit for professional service, and credit will be given for one year of non-professional service.

H. If a reduction of staff is necessitated in accordance with the above provisions, reduction of personnel will be made according to the following:

1. Seniority for the purposes of this Article XXIV shall be defined as non-terminated years of employment in the Carman District. Leaves of absence shall not be considered terminations.
2. A seniority list shall be prepared by the Board and verified by the Association that includes all present bargaining unit personnel.
3. Non-classroom positions will include the following: reading consultants, librarians, diagnosticians, social workers, speech therapists, counselors, Director of Library Services, and all Schedule B, C, D, E positions.
4. Non-classroom positions will be eliminated prior to classroom positions. Personnel employed in these positions will move into classroom positions for which they are certified and according to the rank they hold on the seniority list of the total bargaining unit.

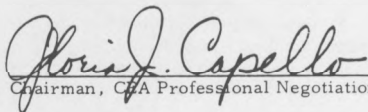
5. Teachers on probationary or annual contract will be placed on leave of absence prior to teachers on tenure or continuing contract.
6. Within Classification 4 and 5, the order of reduction and recall will be according to academic needs, certification, and seniority.
 - I. The Board and Association will mutually agree upon transfers and assignments regarding the reduction and recall of the professional staff.
 - J. If a position exists within the Carman School District for which the teacher is qualified and certified, the teacher shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment the teacher shall accept the position by replying in writing or it shall be determined that he has declined the position. The teacher shall notify the Personnel Office by April 15 of the current school year of his intent to return to the Carman School District the following year or his leave shall be terminated. No new staff shall be hired until all staff on leave in accordance with Article XXIV have been offered an opportunity in writing to return to active employment. It is the teacher's responsibility to keep his address with the Personnel Office current.
 - K. As funds become available teachers on leave will be reemployed according to the provision H-6. All full time classroom and non-classroom positions shall be reinstated before Schedule B, C, D, E compensation is reinstated, unless otherwise mutually agreed by the Board of Education and the Association.
 - L. All Schedule B, C, D, E personnel that are recalled shall be reinstated in their previous Schedule B, C, D, E positions as funds become available.
 - M. This Article in no way abrogates Articles VII and VIII - Leaves of Absence, however during a reduction in personnel as provided for in Section A of Article XXIV, it shall supersede Sections D and E of Article IX - Vacancies, Promotions, Transfers, of the Master Agreement.

ARTICLE XXV
Duration of Agreement

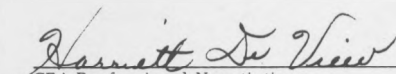
This agreement shall be effective as of August 30, 1973, and shall continue in effect through the 1st day of September, 1975. It may be reopened only upon mutual consent of the parties.

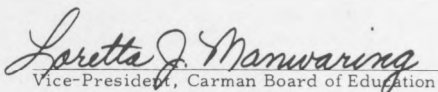
CARMAN EDUCATION
ASSOCIATION

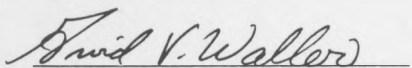
CARMAN BOARD OF
EDUCATION


Chairman, CEA Professional Negotiations

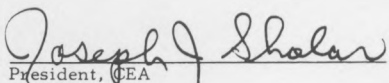

President, Carman Board of Education

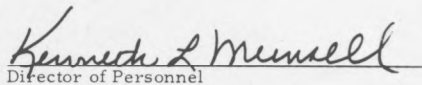

CEA Professional Negotiations


Vice-President, Carman Board of Education


CEA Professional Negotiations


Secretary, Carman Board of Education


President, CEA


Director of Personnel

SCHEDULE A
1973-74

BASE 9190
VERTICAL INDEX 5.15
HORIZONTAL INDEX 5.15

YEAR	BA	+15	+30 or MA	+15	+30
1	9190	9663	10161		
1½	9427	9912	10423		
2	9663	10161	10684		
2½	9912	10423	10959		
3	10161	10684	11234	11813	12421
3½	10423	10959	11524	12117	12741
4	10684	11234	11813	12421	13061
4½	10959	11524	12117	12741	13398
5	11234	11813	12421	13061	13734
5½	11524	12117	12741	13398	14088
6	11813	12421	13061	13734	14441
6½	12117	12741	13398	14088	14813
7	12421	13061	13734	14441	15185
7½	12741	13398	14088	14813	15576
8	13061	13734	14441	15185	15967
8½	13398	14088	14813	15576	16378
9	13734	14441	15185	15967	16789
9½	14088	14813	15576	16378	17222
10	14441	15185	15967	16789	17654
10½	14813	15576	16378	17222	18109
11	15185	15967	16789	17654	18563

SCHEDULE A
1974-75

BASE 9663
VERTICAL INDEX 5.15
HORIZONTAL INDEX 5.15

YEAR	BA	+15	+30 or MA	+15	+30
1	9663	10161	10684		
1½	9912	10423	10959		
2	10161	10684	11234		
2½	10423	10959	11524		
3	10684	11234	11813	12421	13061
3½	10959	11524	12117	12741	13398
4	11234	11813	12421	13061	13734
4½	11524	12117	12741	13398	14088
5	11813	12421	13061	13734	14441
5½	12117	12741	13398	14088	14813
6	12421	13061	13734	14441	15185
6½	12741	13398	14088	14813	15576
7	13061	13734	14441	15185	15967
7½	13398	14088	14813	15576	16378
8	13734	14441	15185	15967	16789
8½	14088	14813	15576	16378	17222
9	14441	15185	15967	16789	17654
9½	14813	15576	16378	17222	18109
10	15185	15967	16789	17654	18563
10½	15576	16378	17222	18109	19041
11	15967	16789	17654	18563	19519

SUPPLEMENT TO
1973-75 Salary Schedule

A. Schedule A for the 1973-74 school year shall be computed on a beginning Bachelor's Degree salary of \$9190. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 1974-75 school year shall be computed on a beginning Bachelor's Degree salary of \$9663. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

B. 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.

C. 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 BA+30 or Master's level must be graduate level courses.

D. Movement on vertical steps of the salary schedule shall occur only at the beginning of each school year. Movement beyond step seven of the BA column shall be at the rate of one vertical step annually after the completion of the 15 hours.

E. A teacher shall receive an annual longevity payment of two hundred dollars (\$200) beginning with the twelfth year. Full credit for years of experience in Carman shall be counted plus five (5) years teaching experience elsewhere.

SUPPLEMENTAL AND EXTRA DUTY PAY SCHEDULES

A. Supplementary and extra assignments shall be performed by teachers who are represented by the Carman Education Association, except when no applicants or qualified applicants are available with the bargaining unit.

B. Posting of position will be as outlined in ARTICLE IX.

C. The compensation for schedules B, C and D will be computed as a percent of the current B.A. Base Salary.

D. Compensation for Federal Projects and any position not covered by the Master Agreement will be agreed to mutually by the Association and the Board as programs and/or positions are developed.

E. Teachers using their automobiles for school-approved activities or functions will be reimbursed at a rate of twelve (12) cents per mile. The request for payment forms will be available from the building principal or the Administration Building.

SCHEDULE B
ATHLETICS

<u>Boys Coaches</u>	% of base with no experience	one year or more experience 10% stipend
Head Football	14	
Head J. V.	9	
Varsity Assistants	9	
J. V. Assistant	7	
Head Frosh	7	
Assistant Frosh	6	
8th Grade	6	
7th Grade	6	
Head Basketball	14	
J. V. Basketball	9	
Frosh	7	
8th Grade	5	
7th Grade	5	
Head Swimming	12	
Assistant Swimming	7	
Head Wrestling	12	
Assistant Wrestling	7	
7th & 8th Grade	5	
Head Baseball	11	
J. V. Baseball	7	
Frosh	5	
7th & 8th Grade	5	
Hockey-Varsity	12	
Head Track	11	
Assistant Track	6	
7th & 8th Grade	5	
Gymnastics	7	
Head Golf	7	
Assistant Golf	4	
Cross Country	7	
Head Tennis	7	
Assistant Tennis	4	

Girls Coaches

	% of base with no experience	one year or more experience 10% stipend
Varsity Basketball	9	
J.V. Basketball	6	
7th & 8th Grade	4	
Softball	8	
7th & 8th Grade	4	
Speedball	7	
7th & 8th Grade	4	
Track	8	
7th & 8th Grade	4	
Swimming	9	
Gymnastics	7	
Tennis	7	

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

	% of base	one year or more experience 10% stipend
<u>Athletic Trainer</u>		
Fall	6	
Winter	4	
Spring	3	
<u>Equipment Manager</u>	% of base	10% stipend does not apply
Fall	5	
<u>Cheerleaders: Sponsor</u>		
High School	5	
Assistant High School	3	
Junior High	3	

Positions not filled prior to this contract will be filled on the basis of need as determined by the Administration.

One year of credit will be allowed on Schedule B for previous experience in the specific sport obtained within or outside the Carman School District.

SCHEDULE C
Music and Drama Departments

Music Production Director (one per year)	3% per production of current B.A. base per director
Drama Production Director (two per year)	3% per production of current B.A. base per director

% of Current B.A. Base with no experience	One year or more experience 10% of stipend
--	--

High School Instrumental	11
High School Vocal	9
*Junior High Instrumental	6
*Junior High Vocal	5
Orchestra	5

*Minimum number - 3 extra curricular events

One year of credit will be allowed on Schedule C for previous experience in the specific activity obtained within or outside the Carman School District.

SCHEDULE D
Advisors and Sponsors

<u>Class Sponsors</u>	% of Current B.A. Base
Senior Class (Two at each HS)	2½% each
Junior Class (Two at each HS)	2½% each
Sophomore Class (Two at each HS)	1½% each
Freshman Class (Two at each HS)	1½% each

<u>Student Council</u>	% of Current B. A. Base
Senior High	4%
Junior High	3%
Debate Coach	4%
Forensics	4%
High School Yearbook Advisor (One at each HS)	2½%
High School Newspaper Advisor (One at each HS)	2½%
Sponsor of Clubs and Organizations Approved by the Board and the Association	1½%

SCHEDULE E
Hourly Pay Positions

1. Work at scheduled events - \$3.50 per hour
2. Non-scheduled and/or non-voluntary assignments - \$3.50 per hour
3. Organized recreational activities (such as Teen Club, Saturday Recreation, and Summer Activities) - \$4.40 per hour
4. Swimming Pool Supervisor - \$5.50 per hour
(Teachers shall be paid one (1) hour time for cancellation.)
5. *Adult education and summer school - \$6.75 per hour
6. *Drivers' Education instructors - \$6.75 per hour
7. The Coordinator of Driver Education will be paid five hundred (\$500) dollars plus one extra planning period per scheduled day of instruction during the summer program.

*Plus one quarter (¼) hour of planning time for each hour of classroom instruction time to be paid at the same hourly rate.

SCHEDULE F
Grievance Processing Instructions

Level I - The grievant files the grievance on the official form indicating his name, date, school, assignment and checks individual or Association grievance. He indicates level one, and states what he believes to be the relevant contract citations, a statement of the grievance, relief sought, and signs the grievance.

The principal or his secretary signs indicating receipt of the grievance and the #, gives the grievant the pink copy, sends the white copy to the Association, and retains the blue and yellow copies.

The principal uses the disposition form and sends the yellow copy of the grievance and disposition form to the personnel office, and sends the white copy and blue copy of the disposition form to the Association and grievant. The principal retains the pink copy of the grievance and disposition form for the building files.

Appeal - The Association is always the appealing party and all appeals shall be processed by the Association. If the grievant wishes to appeal a disposition, the Association Grievance Chairman is the appropriate person to see after consulting with a building A.R. Appeals shall be on official appeal forms provided.

Level II - A grievance may be filed at Level I by an individual teacher or the Association. Level II grievances may be filed only by the Association. Disposition of Level II grievance forms shall be as follows:

- if individual grievance, send white copy to Association, pink copy to grievant, blue to principal and retain yellow copy in Personnel Office.
- if association grievance, send white and pink copies to Association and retain blue and yellow copies in Personnel Office.

Appeal - The Association shall use the Appeal form and send the yellow copy to the Board through the Personnel Office, indicating an appeal to the Board. The Personnel Office shall forward a copy of the grievance, disposition and appeal form to the Board immediately. Receipt of the appeal form by the Personnel Office shall be considered receipt by the Board.

Level III - The Board shall indicate disposition of the grievance on the official disposition form and send the white and pink copy to the Association and retain the blue and yellow copy.

Grievance Meetings - It is required at all levels that there be a meeting between the parties in an attempt to solve the grievance. The meeting shall take place before the disposition is rendered on any grievance or appeal.

All grievance correspondence to the Association shall be to the "CEA Office: Attention Grievance Committee."

A numbering system should be used indicating the building number and system number, i.e. High School one would be AHS-1. If processed to level II then it should be Central Office, CO-1.

OFFICIAL CARMAN SCHOOL DISTRICT
GRIEVANCE FORM

Name _____ Date Filed _____

School _____ Assignment _____

Individual Grievance _____ Association Grievance _____

Level I _____ Level II _____

CONTRACT CITATIONS:

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Grievant

SIGNATURE INDICATING RECEIPT OF GRIEVANCE FORM _____

Signature

Grievance Number _____

Date Signed _____

Distribution: Submit all copies to Principal or his secretary. The secretary or Principal will sign receipt, date, and number the grievance and give pink copy to grievant, send white copy to Association office, yellow copy to the Personnel Office, and retain blue copy.

If an Association grievance, submit blue and yellow copy to Personnel Office and Association retains white and pink copy.

OFFICIAL CARMAN SCHOOL DISTRICT
GRIEVANCE DISPOSITION FORM

For Use by Principal, Association, Personnel Office or Board

TO: _____

Your grievance filed on _____ and assigned
number _____ has been reviewed at Level _____ and a determination
has been made as follows:

Date _____ Signature _____

Grievance Meetings: It is required at all levels that there be a meeting between the parties in an attempt to solve the grievance. The meeting shall take place before the disposition is rendered on any grievance or appeal.

Distribution:

White	Association Office
Pink	Grievant
Yellow	Personnel Office
Blue	Principal

OFFICIAL CARMAN SCHOOL DISTRICT
GRIEVANCE APPEAL FORM

The Association has reviewed the disposition of grievance number _____
at Level _____ and appeals the decision for the following reason(s).

DATE _____ Signature for Association _____

Signature Indicating Receipt of Appeal Form _____

Central Office Number CO- _____

Distribution:

White
Pink
Yellow
Blue

Association Office
Grievant
Personnel Office or Board
Principal

GRIEVANCE AMENDMENT FORM

Grievance Number: _____ Date Amended: _____

AMENDMENT:

DATE _____ SIGNATURE _____

GRIEVANCE DEADLINE EXTENSION FORM

Request for Extension (state grievance number, level, date request extension to and other pertinent information).

Reason:

Date _____

Signature of Association Representative or Board Representative

Disposition:

Date _____

Signature of Association Representative or Board Representative

SCHEDULE G
SCHOOL CALENDAR
1973-74 School Year

August 29	New Teachers A.M. All Teachers P.M.
August 30	All Teachers - Buildings
September 4	Students A.M. Teachers P.M.
October 22	Inservice
November 22-25	Thanksgiving Recess
December 22-January 1	Winter Recess
January 18	End First Semester
January 21	Begin Second Semester
February 18	Inservice
April 12-21	Spring Recess
May 27	Memorial Day - No School
June 6	Last Day - Students
June 7	Half-Day - Teachers A.M.

* Conferences for elementary and junior high to be set at a later date. Elementary teachers half-day for long reports-to be set later. Half-day building meetings to be set, mutually by staff and principal.

SUPPLEMENT TO SCHEDULE G
Pay Dates
1973-74

1. September 14	8. December 21	15. March 29
2. September 28	9. January 4	16. April 12
3. October 12	10. January 18	17. April 26
4. October 26	11. February 1	18. May 10
5. November 9	12. February 15	19. May 24
6. November 23	13. March 1	20. June 7
7. December 7	14. March 15	21. June 21

SCHEDULE H
(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 to 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 I

AGREEMENT FORM .
Between Association and Administration

Signature for Association

Signature for Administration

Signature for Association

Signature for Administration

Tentative _____ Date _____

Tentative _____ Date _____

Final _____ Date _____

Final _____ Date _____