

June 30, 1976

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

The Board of Education

OF

The Caro Community Schools

AND

The Caro Education Association

Caro B.O. of Education

JULY 1, 1974 - JUNE 30, 1976

Caro Community Schools  
301 Hooper Street  
Caro, Michigan 48723

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# PROFESSIONAL NEGOTIATIONS AGREEMENT

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The Caro Education Association

This agreement entered into this 1st day of July, 1974, by and between the Board of Education of Caro Community Schools, Caro, Michigan, hereinafter called the "Board" and the Caro Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Caro Community Schools is their mutual aim and that the character of such education is greatly influenced by the quality and morale of the teaching service, and

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

WHEREAS the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district and

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

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

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

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated personnel under yearly contract by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, Federal Programs, and office, clerical, cafeteria, maintenance, and transportation employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws.

## ARTICLE II

### TEACHER RIGHTS - BOARD RIGHTS

A. The Board and the Caro Education Association agree to abide by Act 379 of the Public Acts 1965 and to all the applicable laws and statutes pertaining to teachers rights and responsibilities. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized

by law. The Board and the Caro Education Association agree to the Board of Education Policies and Procedures unless otherwise altered by specific conditions within this contract.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the grievance procedure provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

D. Prior to 6:p.m., the Association and its members may use school building facilities without cost on school days for meetings. The principal of the building in question will be notified 24 hours in advance of the time and place of all such meetings, and he will designate the room or rooms to be used. ll requests for building use after 6:p.m. and on weekends, shall conform to Board policies, except that the Association shall be exempt from room rentals. Association meetings shall not be held during regularly scheduled school hours.

E. The Association may distribute materials through teachers mailboxes and bulletin boards that are located in teachers lounges. Material posted must be official organization materials, and must not involve students in organizational affairs.

F. The Board agrees to furnish, to the Association, information which is pertinent to collective bargaining. The information required must be specified in writing, and must give the purpose for which it is intended. Original records are to be examined only at the office of the Superintendent. The Association agrees to reimburse the Board for extra expense incurred in furnishing information or making records available.

G. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during said employees working hours.
2. to hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, or demotion; and to promote, and transfer all such employees;
3. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board;
4. to decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids of every kind and nature;
5. to determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

Upon the request of the Superintendent, each teacher shall be required to participate in the curriculum study, research and revision committees during the school year as part of professional development and involvement without extra pay. Arrangements for these curriculum revision committee meetings shall be made by the Superintendent or his designee.

H. When funds received from all revenue sources fall short of the amount required to continue the then existing programs at the same level, the Board of Education shall make whatever reductions are necessary to assume a balanced budget.

Program reductions, elimination of staff positions, and any other action required to balance the school district budget shall be the sole responsibility of the Board of Education.

Should program reductions and elimination of staff positions become a necessity, the following procedures are suggested for lay-off and re-employment procedures:

- (1) Discuss any proposed program reductions through a joint Board-Association committee.
- (2) Fill existing vacancies with qualified staff members when possible.
- (3) Re-appoint tenure teachers whose services are terminated because of staff reductions, to the first vacancy in the school district for which he or she is qualified and certified. Length of prior service in the system shall be considered when two (2) persons are qualified for one (1) existing vacancy.
- (4) Retain teachers on the basis of professional ethics, competence in teaching, existing tenure status, length of service in the system, and level of certification.
- (5) Lay off teachers in the following order:
  - a. Teachers holding sixty (60) or ninety (90) day certificates.
  - b. Certified teachers with a degree who have not attained tenure.
  - c. Non-degree teachers holding Life Certificates who have attained tenure.
  - d. Certificated teachers having a degree who have attained tenure in the Caro School System.

ARTICLE III  
STUDENTS RIGHTS

A. The education of all shall be based on the precept that education of high quality is dependent upon providing for a stimulation of the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. To accomplish this, the Board and the Caro Education Association agree that the students of the district can expect:

1. A free and undistorted view of subject matter with varying points of view.
2. The inclusion of all students regardless of race, color, creed, sex, or national origin in the opportunity to participate or benefit under any program.
3. The granting of no discriminatory consideration or advantage.
4. That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.

ARTICLE IV  
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June and September 1 of any year. Pursuant to such authorization, the Board shall deduct the full amount of such dues from the first regular check of the teacher at the beginning of each new school year. This amount is added to gross salary on the first check with the remainder of the contracted salary divided into the remaining checks as per the procedure used in 1973. Deductions for teachers employed after the commencement of the school year shall follow the same procedure.

B. Any teacher who is not a member of the association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the association a sum equivalent to the combined membership dues of the following three (3) associations: NEA, MEA, and CEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this article. In the event that a teacher shall not pay such fee directly to the association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that failure of any teacher to comply with the provisions of the article is just and reasonable cause for discharge from employment.

C. The Board of Education shall pay all sums deducted as authorized for deduction by the employee to the payee described on the standard authorization form. These sums shall include deductions mutually accepted by the Board and the Association. The Association agrees promptly to advise the board of all members of the Association in good standing from time to time and to furnish any other information needed by the board to fulfill the provisions of this article, and not otherwise available to the board.

D. The association agrees that the Board will not be held responsible for any sums improperly checked off and remitted to the teachers organization, plus any costs, including Attorney fees incurred by the Board in connection therewith, unless the Board willfully or negligently remits each sum contrary to the authorization of a teacher.

ARTICLE V  
PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Schedules A-1, A-2, A-3, and A-4 which are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of the Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon the teaching day, load, and year as described in Articles VI and VII of this Agreement. Whenever a teacher is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly basis) shall be noted by the Supervising Principal. Prior to the last pay in June, an accounting of all such extra service time shall be made. All such time served in excess of three (3) hours shall be paid at an hourly rate equal to \$1,450 divided by the actual number of attendance days. Principals will avoid all such special duty whenever possible. Teachers may elect to relieve another teacher for special occasions without a time accounting whenever such an arrangement is mutually agreed upon by the teachers involved and the principal or some other designated person.

C. When a teacher's absences from work are not covered by the applicable sections of Article XI (leave time) or Article XII (leave of absence), deductions from said teacher's salary shall be made according to the following formula.

#### STEP I

Total contracted wage divided by the actual number of teacher work days + equals average daily rate.

#### STEP II

Average daily rate multiplied by the number of days absent equals total deduction to be made.

#### SAMPLE:

Contracted salary     \$18,500.00  
Number of teacher days   185  
Daily rate: 18,500 divided by 185 equals \$100.00  
Number of days absent:   4  
Deduction:           4 x \$100.00 equals \$400.00

+Teacher work days shall include all days students are in attendance, snow days, and all other days that teachers are required to be in attendance by the Caro Board of Education. Specifically excluded are holidays, vacations, conferences called by the MEA, AFT, or any organization other than the Caro Board of Education, days lost by teachers due to work stoppages, failure to report, or teacher strikes.

D. The following terms and conditions shall apply to all "Act of God" days:

1. If a school employee elects a leave day for personal business, no charge against that employee's leave accumulation will be made if school is called on that day, due to an "Act of God".

2. If a school employee elects a leave day for personal business and this day falls on a date scheduled as a regular work day, without students in attendance, the day shall be charged against the employee's accumulated leave.

3. Absence on days scheduled as regular work days without students in attendance shall be charged against the employee's accumulated leave unless the Superintendent or his appointed representatives have specifically notified the staff through WKYO, TV Channel 5, or any personal contact by phone or in person, that they need not report.

4. If a school employee elects to be absent for all business days allowed, plus an additional day or days at NO PAY as allowed by the Master Contract, deductions shall be made from accumulated leave time and from salary unless such time taken is concurrent with one (1) or more "Act of God" days. No deduction shall be made from salary or leave time for any days falling within the "Act of God" definition.

5. No deduction will be made from accumulated leave or salary for employees who are ill on "Act of God" days.

6. "Act of God" days will be credited to employees as a regular work day even though that employee may have used all accumulated leave time and is currently hospitalized or otherwise incapacitated and unable to work.

7. Employees who are absent on days when school is in session, but closes prior to the regular closing time shall be charged for leave time as follows:

- a. 1/2 day leave time shall be charged for all portions of missed time to and including 1/2 of a regular school day;
  - b. a full day of leave time shall be charged if school is in session any amount over 1/2 day.
- E. Paychecks will be placed in teachers' mailboxes by 3:15 p.m. of each designated pay day.

### ARTICLE VI

#### TEACHING HOURS AND TEACHING ASSIGNMENTS

A. The starting time and dismissal time for students shall be as follows:

1. Grades K - 12   8:30 am to 3:15 pm.
2. the above times shall be waived if financing or enrollment problems require split sessions or time changes.

B. Hours of Kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.

C. A full-time teaching day shall consist of a total of 7 1/4 hours of total time. Such time will include

instruction, preparation, and lunch time per each scheduled school day. The 7¼ hours of total time shall be scheduled by the supervisory principal between the hours of 7:30 a.m. and 4:15 p.m. All teachers shall report to their assigned station at least fifteen (15) minutes before their first scheduled class, and remain for a minimum of fifteen (15) minutes after they have completed their regularly scheduled teaching day.

D. The teacher's work year will not exceed 190 scheduled work days. Scheduled work days will include those days when pupils are in attendance: orientation days at the beginning of the school year for all teachers, Institute days authorized by the Department of Education, conference and curriculum days, record days which may occur at mid-year and/or the close of the school year, and any other days on which teacher's attendance is required. In no case shall the scheduled instruction days be less than 180, regardless of school starting or ending dates previously established.

E. Teachers may be required to remain after the end of the regular work day without additional compensation for up to one and one-half (1½) hours no more than twice a month, to attend meetings called by the school principal or superintendent. Teachers may be required to attend up to two (2) evening meetings each semester. Attendance at all other evening meetings will be at the option of the individual teacher. However, emergency meetings may be called by the building principals or superintendent whenever the need arises. All teachers are expected to attend all meetings called under the provisions of this section unless expressly excused by the administrator in charge.

F. Teachers shall have a duty-free lunch period of the following lengths:

1. Elementary Schools: one (1) hour
2. Secondary Schools: no less than thirty (30) minutes

The Secondary teachers will have, in addition to their lunch period, a preparation period (during which they will not be assigned to any other duties) equal to one (1) class period for their class group. A class group shall constitute the area in which one spends the majority of his teaching time. EXCEPTION: Teachers with instructional responsibilities in both elementary and secondary programs shall receive a minimum of 45 minutes preparation time and a lunch period of not less than 30 minutes.

3. Special Teachers in elementary grades (Art, Music, P.E.) that have:

- a. responsibilities in both elementary and secondary programs will receive a minimum of 45 minutes preparation time and a lunch period of not less than 30 minutes.
- b. responsibilities in only elementary program but travel from room to room will receive a minimum of 45 minutes preparation time and a lunch period of one hour.
- c. responsibilities in only elementary program and are not required to travel from room to room will receive a minimum of 30 minutes preparation time and a lunch period of one hour.

G. Since pupils are entitled to be taught by teachers who are working within their area of competence, assignments shall be within these areas of teacher competence, the teacher's certificate, or their major or minor fields of study, except temporarily and/or for good cause.

H. Secondary school teachers will not be required to teach more than two (2) subject areas. Wherever possible, teaching preparations will not exceed a total of three (3), provided however, that any teacher may elect to teach more than three (3) preparations if he or she so desires.

## ARTICLE VII

### CLASS SIZE

A. The maximum number of pupils per teacher shall be as follows:

#### Elementary

- |  |           |
|--|-----------|
| (1) Kindergarten and 1st grade .....                               | 25 pupils |
| (2) 2nd through 6th grades .....                                   | 28 pupils |
| (3) Special classes for the handicapped or mentally retarded ..... | 15 pupils |

#### Secondary

- |                   |           |
|-------------------|-----------|
| English           |           |
| Social Studies    |           |
| General Education |           |
| Mathematics       | 28 pupils |
| Science           |           |
| Language          |           |
| Business          |           |

Typing	35 pupils
Industrial Arts	
Vocational Shops	
Drafting	
Agriculture	25 pupils
Homemaking	
Art	
Music (Instrumental)	225 pupils
Physical Education	40 pupils maximum
Block 7	20 pupils
Block 8	20 pupils
Study Hall	100 pupils
Journalism	25 pupils

B. The maximum shall not be exceeded by more than ten (10) percent provided space, personnel, and finances are available.

#### ARTICLE VIII

#### TEACHING CONDITIONS

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

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

B. Teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties.

C. The Board shall make available in each school, a lounge and-or work study room for the teachers; smoking permissible. When practicable and possible, lavatory facilities for teacher use shall also be made available.

D. Telephone facilities shall be made available to teachers for appropriate school use and personal emergencies. Personal long distance calls are not to be made on school phones. All long distance calls for school purposes are to be recorded by the caller in the office of the building principal or superintendent.

E. Cafeteria facilities will be available to teachers during the regular student lunch periods. All teachers are required to pay the regular rates established for adult personnel.

F. Adequate parking facilities shall be made available to teachers.

G. 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 discipline or discrimination with respect to the professional employment of such teacher. Within the limits of professional behavior and generally accepted moral standards, the private and personal life of any teacher is not an appropriate matter for the concern or attention of the Board. Any decision made hereunder shall be made jointly by the Board and the Association.

H. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.

I. The teachers recognize that their responsibility to their students and profession requires that they perform duties beyond their regular classroom assignment. This includes supervision of extra-curricular activities and student functions, and may require time beyond the normal work day. Any



decisions made hereunder shall be made jointly by the Board and the Association.

J. The Association agrees that there are certain quasi-clerical tasks which teachers shall be expected to perform. Examples of such tasks are: collecting of monies, distributing milk, inventorying of books, typing tests, duplicating educational materials, operating audio-visual equipment, and supervising students outside the classroom. Every effort shall be made by the Board to minimize these tasks. Standardized tests will be machine scored at school expense.

## ARTICLE IX

### VACANCIES AND PROMOTIONS

A. For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position, and a vacancy shall mean an opening occurring anywhere in the system.

B. During the school year, notices of all vacancies and newly created positions shall be prominently posted in Teacher Study Centers and Principal's offices, in each school or department, for not less than seven (7) calendar days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least seven (7) calendar days. Notices of vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open and instructions for filing application.

C. During a time when school is not in session, notices of all such vacancies and newly created

D. Extra-curricular positions are filled on a yearly basis. If a teacher is not to be rehired for an extra-curricular position, he shall be notified in writing at least seven (7) calendar days in advance of the posting of the vacancy. Any teacher not desiring to continue in an extra-curricular position shall notify the Board in writing by June 1 of the current year.

E. A teacher may apply for any open position for which he is qualified, at any time. Such application should be in writing, addressed to the superintendent of schools. Applications must be renewed annually.

F. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments and other relevant factors, including service in the school district, as well as applicants from outside the school district.

The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teaching staff, the filling of vacancies of a promotional or administrative nature is a prerogative of the Board and the decision of the Board will be final.

## ARTICLE X

### TRANSFERS

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

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article IX.

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

D. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher, and wherever possible this transfer will be voluntary.

E. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE XI

### LEAVE TIME

A. Each teacher with a total accumulation of eight (8) or more leave days will be granted twelve

(12) additional days at the beginning of each school year. Those teachers with seven (7) or less leave days accumulated at the beginning of the school year will receive additional leave days for the year on the basis of 1.2 days at the beginning of each month that contains teacher work days until a total of twelve (12) additional days have been earned for the school year.

B. Leave time may also be used for personal business. Total days allowable under this section shall be four (4) days. No more than two (2) of these four (4) can be used for recreation or sport, and no more than two (2) can be taken in succession.

C. Teachers working a twelve (12) month school year shall accumulate leave days beyond the regular school year at the rate of 1.2 days per month.

D. Staff members employed during the summer in nonteaching positions will accumulate one (1) day s leave time for each four (4) weeks work.

E. Each teacher will be given an accounting of the unused portion of accumulated leave time as soon after the end of the fiscal year as possible.

## ARTICLE XII

### LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence, without pay, for the remainder of the school year. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position unless circumstances have so changed as to make it impossible or unreasonable to do so. No salary increment will be allowed.

B. Leaves of absence with pay, not chargeable against the teacher's allowance may be granted for the following reasons:

1. Approved visitation at other schools a limit of one (1) day per teacher per year.
2. Attending educational conferences or conventions a limit of two (2) days per teacher per year, except by special arrangement with the Superintendent.
3. Persons selected for jury duty are expected to serve unless disqualified and will not be penalized in loss of pay, leave days or other benefits for absence in such service provided a statement from the court certifying the days of service is filed with the Board. The individual will remit to the Board the amount of salary compensation received for such duty from the court.
4. Teachers who experience a death in the immediate family (father, mother, sister, brother, husband, wife, children, grandparents, and others approved by Superintendent) shall be granted a maximum of three (3) days leave of absence with pay to attend the funeral of the above described relative or person. Not more than one (1) allocation of three (3) days per year shall be granted, and such days shall not be accumulative. Personal leave for bereavement beyond three (3) days shall be deducted from accumulated leave obtained in Article XI-A.
5. At the beginning of each school year ten (10) Association leave days shall be granted with pay to be used by members of the Association, for those duties deemed appropriate by the Association President. Such days shall not be cumulative and no more than one teacher may use more than five (5) of such days in any one school year. Substitutes for such days will be paid in the following manner: The first five (5) days used, substitutes will be paid by the Board. The second five (5) days used, the substitutes will be paid by the Association.

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

1. A maternity leave to teachers, shall, upon written request, be granted commencing at a time designated by the attending physician. Request for such leave shall be filed not more than two (2) months after pregnancy is determined. Maternity leaves shall be without pay and without teaching service credit. A teacher on such leave may return to teaching within one (1) year from commencement of such leave, providing a vacancy exists for which she qualifies. Upon written request of the teacher, the Board may at its discretion, grant an extension of maternity leave for a period of time not to exceed one (1) year.
2. The Board shall grant a leave of absence without pay, to any tenure teacher, to campaign for, or serve in, a public office. Any teacher taking leave under the provisions of this section shall be subject to the re-employment conditions as set forth in Article XII, Section A.
3. Teachers may request a leave of absence for mental or physical reasons upon written recommendation of a licensed physician only, for a period not to exceed one (1) year. Such leave will be without pay and no salary increment will be allowed on the salary schedule.
4. Upon recommendation by the superintendent, the district will grant leave for educational professional growth for a period not to exceed one (1) year, subject to the following conditions:

- a. No more than 2 percent of the teaching staff will be absent on such leave at any one time.
- b. Written requests in a form acceptable to the superintendent must be submitted to him no later than sixty (60) days prior to the effective date of the leave unless acceptable to the district at a later date. Preference in granting such leave will be based upon both anticipated benefits to the district and length of service in the school system.
- c. The teacher has completed at least seven (7) consecutive years of service in the school system.
- d. There will be no salary compensation paid to a teacher on sabbatical leave. However, the Board will pay full family hospital-surgical insurance benefits during the term of the sabbatical leave.
- e. The teacher will agree to return to employment in the district for one (1) full year in the event of a semesters leave or two (2) full years in the event of a full years leave. If a teacher fails to return for the required time, he will be liable for repayment to the district of a proportionate amount of the leave pay period.
- f. On return to the district the teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.

D. Tenure teachers who have been elected as President or Secretary of the NEA or MEA, upon proper application to the Board, may be granted a leave of absence for the purpose of performing duties for the Association for a period of two (2) years with pay, provided the National or State Association agrees to reimburse the local Board for this person's salary so that he may continue to be on local payroll. Teachers given leave of absence shall receive credit toward annual salary increment.

E. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States, as described in the Michigan School Code (Section 388.421, and 388.422).

F. All requests for leaves of absence must be made in writing to the building principal at least forty-eight (48) hours except where otherwise stated, prior to the time such leave is desired. All such leaves will not be granted under the following conditions:

1. If substitutes or other employee assistance is not available.
2. If building situations should occur which might be created by granting several concurrent or consecutive leaves.
3. If it would affect specially scheduled programs or curricular activities.
4. When considering the number of conference or personal leave days previously granted.
5. If the days requested fall during the first two (2) weeks of school, or the last two (2) days of any marking period.
6. If the days requested immediately precede or follow the regularly scheduled vacation periods; Easter, Memorial Day, Labor Day, Thanksgiving, and Christmas.

EXCEPTION PARAGRAPH: Items 5 and 6 of Article XII-F will be waived if a leave of absence is to be used for educational conferences or conventions or an educational activity involving students. The Board of Education also recognizes that certain emergencies could arise that would make a 48-hour notification period for leave approval unreasonable. Therefore, the Board and the CEA agree that the Superintendent of Schools or his appointed representative shall have authority to deviate from the listed regulations when conditions or circumstances so require.

### ARTICLE XIII

#### RETIREMENT AND TERMINAL PAY

Teachers who reach the age of fifty-five (55) are eligible to retire under the Michigan Retirement Law. Teachers planning to retire will submit, to the Board, a written notice of intention to retire at least sixty (60) days prior to the date of retirement.

A. Mandatory Retirement age for full-time classroom teachers is age sixty-five (65).

B. Other certificated supportive personnel will retire at age sixty-five (65). However, such persons may apply to the Board of Education for an extension of the retirement age, on a yearly basis. Persons approved for work beyond age sixty-five (65) will be granted a maximum of twelve (12) days of leave time without accumulation, on a yearly basis. All accumulated leave for prior service, with the exception of accumulated retirement and terminal pay benefits, shall be surrendered. Supportive personnel shall be interpreted as librarians and counselors.

C. Terminal Pay:

1. Upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, or at the compulsory retirement age, the Board shall pay \$30.00 per day for accumulated leave time to all employees with 10 years of service or more in the Caro system.

### ARTICLE XIV

#### INSURANCE PROTECTION

A. The Board of Education will make authorized deductions from teacher's salaries for hospitalization, medical, and surgical protection for the teacher and his immediate family, under the current Blue Cross - Blue Shield Insurance Plan. The Board of Education shall make authorized deductions from teachers' salaries and pay all such monies to the MEA for the purpose of paying

insurance premiums to the selected MEA Plan.

B. The Board will pay full family benefits per teacher for health insurance coverage. This amount may, at the teacher's option, be applied to either of the following:

1. Individual or Family Blue Cross - Blue Shield.
2. Individual or Family MEA Basic and Major Medical, MEA Income and Life Protection, or MEA Dental Care Plan.

C. If two (2) or more teachers belong to a single family unit, and are eligible for coverage under the same policy, each may, at his option, have all or any part of his allowance applied to the cost of a single policy covering said family unit.

D. The full family allotment per teacher shall be interpreted to mean the prevailing rate at July 1, 1974 and July 1, 1975 (second year of this contract), for Hospital and Medical benefits only. The Board automatically picks up any increases during the length of this contract at the time of the increase. Hospital supplements, Loss of Time, Long Term Disability, Additional Life Insurance, and other possible coverages are not part of the Full-Family Health Insurance Contract. However, a teacher may elect to subscribe for such coverages at single-subscriber rate only, in lieu of the Hospital-Medical Benefits. Full family insurance protection granted under this section shall include:

1. The Self-Only rate for each single teacher.
2. One (1) single subscriber or one (1) self and spouse rate for married persons, both of whom are teaching in the system. (One single subscriber rate and one self and spouse rate)
3. The self and spouse rate for married teachers without children, only one (1) of which is presently employed by the system. (One family unit only)
4. One (1) self, spouse, and children rate and one (1) single-subscriber rate for married teachers with children, both of whom are teachers in the system.

#### ARTICLE XV

##### TEACHER EVALUATION

A. Probationary teachers will be evaluated at least two (2) times during each year and tenure teachers may be evaluated at least once during each year, by their principal. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the superintendent regarding his evaluation.

B. Each teacher may review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file, prior to the review of the file by the teacher.

#### ARTICLE XVI

##### PROFESSIONAL BEHAVIOR

A. Teachers are expected to abide by this master agreement and to comply with the rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior, and teachers are expected to abide by this code. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. (The Code of Ethics is reproduced as Schedule B, and attached to this contract.)

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

D. A teacher shall at all times be entitled to have present, a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. When necessary, the teacher representative will be granted released time for the above purpose.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any discipline that is not without just cause; any reprimand or reduction in rank; compensation or advantage, including adverse evaluation of teacher

performance, asserted by the Board or representative thereof, shall be subject to a grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

F. Discipline of teachers shall be subject to the grievance procedure, provided, however, that: (1) as to probationary teachers, the Board may give such notices of unsatisfactory work, and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts, pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act. The Tenure Act shall thereafter govern all proceedings against the teacher.

## ARTICLE XVII

### PROTECTION OF TEACHERS

A. Any case of alleged assault upon a teacher which had its inception in school centered problem will be promptly reported to the Board or its designated representative.

1. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the principal or his designated representative and the appropriate administrator, or his designated representative. These two (2) persons and the superintendent shall recommend a suitable punishment for the assaulting pupil (s) to the Board of Education. The Board's decision will be communicated to the teacher concerned. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with the established Board policy.

2. If the assault is by an adult person who is not a pupil, an administrative officer of the Board and the teacher will promptly report the incident to the proper law enforcement authorities.

3. In either case, (pupil or non-pupil adult), the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal, and medical authorities.

B. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for teachers.

## ARTICLE XVIII

### PROFESSIONAL QUALIFICATIONS

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate; provided, a satisfactory teacher with the prescribed credentials is available at the time of hiring.

B. No substitute teacher will be hired by the Board who does not meet the requirements of the ninety-day certificate.

## ARTICLE XIX

### NEGOTIATION PROCEDURES

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Caro Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning teacher salaries, school calendar, and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caro Education Association.

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

consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the negotiations described in this Article have reached an impasse, upon expiration of this contract, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated, and initialed by the chairman of each party.

F. Each party shall have its chief negotiator present for each meeting.

G. Each party may keep its own minutes of the negotiation proceedings. No electronic recording devices shall be used to record negotiation discussions.

H. Either party may caucus at any time.

I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

## ARTICLE XX

### PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

#### A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and-or arising from the language of the Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the CEA will not constitute a grievance.

2. The "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

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

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

#### B. Purpose:

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

#### C. Structure:

1. There shall be one or more Association representatives (Building Representatives) for each school building to be selected in a manner determined by the Association

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR&R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. The Building Principal shall be the administrative representative when the particular grievance arises in that building.

#### D. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level one A teacher with a grievance shall discuss it with his immediate supervisor or principal; individually; together with his Association Representative; or through the Association Representative.

Level Two (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing, with the Association's PR&R Committee. The Association Representative will assist in writing the grievance.

(b) Within five (5) days of receipt of the grievance, the PR&R Committee shall decide whether or not there is a legitimate grievance. If the Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent, he shall render a decision as to the solution.

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

#### 4. Level Four

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board, or fifteen (15) school days after he has first met with the Board Committee, (whichever is sooner), request in writing, to the chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, that it arises from the language of this Agreement or an alleged breach thereof, and that submitting it to arbitration is in the best interest of the Caro School System, it may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected will confer with representatives of the district and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof, will be final and binding.

#### E. Rights to Representation

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

#### F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.

2. The grievance discussed and the decision rendered at level One can be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and shall not be included in and/or forwarded with the individual's personal file when leaving the system.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.

6. Access shall be made available only on items pertaining to the grievance, to parties, places, and records for information necessary to determine and process the grievance.

7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

8. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state, in writing, immediately upon arrival, the purpose of the visit.

9. Any expenses arising out of the implementation of the grievance procedures as set forth in this Agreement shall be split on a 50-50 basis by the Association and the Board of Education, including per diem expenses and actual and necessary travel and subsistence expenses.

10. All grievances must be stated in writing, and include the nature of the grievance, the article and section allegedly violated, the remedy requested and the signature of the teacher.

11. If a teacher does not file a grievance in writing with the principal or other designated Board representative within sixty (60) days after the occurrence, then the grievance shall be considered as waived.

12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- (a) The termination of services of or failure to re-employ any probationary teacher.
  - (b) The placing of a non-tenure teacher on a third year of probation.
  - (c) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended.)
13. It shall be the general practice of all parties in interest, to process grievance procedures during times which do not interfere with assigned duties - providing, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
14. Any individual employee, at any time, may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or Agreement then in effect. The employee may request that the bargaining representative be given the opportunity to be present at such adjustment.
15. Back pay adjustments are limited to the date the alleged grievance was filed in writing. Pay adjustments are limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.

## ARTICLE XXI

### PROFESSIONAL STUDY COMMITTEE

A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of ten (10) members, five (5) of whom shall be teachers appointed annually by the Association President, and five (5) of whom shall be appointed annually by the Board.

B. The PSC shall meet at least once each month to discuss and study subjects and problems mutually agreed upon relating to the school system. The first meeting of the PSC is to be called by the Association President.

C. The chairman shall be elected by the group at their first meeting.

D. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.

E. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

F. Subjects of study by subcommittees shall include but not be limited to:

(§) Student discipline policy

(2) Development of curriculum

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, shall not be re-activated except by mutual consent of the members of the PSC.

G. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

H. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

A. Teachers shall be informed of a telephone number they may call before 7:00a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make whatever arrangements that are required.

B. The Board will not use a polygraph or lie detector device in any investigation of any teacher.

C. Association members shall conform to established Board policies, regulations, and requirements not contrary to this Agreement.

D. If the Legislature passes, and the Governor signs, Substitute House Bill 5888 providing for employer contribution of the 5 percent payroll deduction for retirement currently paid by all school employees, the Association and the Board shall implement the employer paid retirement program on, or before, the mandatory date for such action as set forth in the Legislature Acts of the State of Michigan for the year 1974.

Provided, however, that when the Board of Education assumes full payment of the retirement contribution for the Association members, a reduction equal to 5 percent of total salary shall be made in the current personal contract held by each Association member.

It is further agreed that if the provisions of Substitute House Bill 5888 are adopted by the Board and the Association to be effective July 1, 1974, then the salary schedule approved for 1974-75 shall be reduced by 5 percent at each step and level, and the 1975-76 schedule shall be re-calculated using the 5 percent reduced 1974-75 schedule as a basis for 1975-76 calculations.

## ARTICLE XXIII

### MATTERS CONTRARY TO AGREEMENT

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher



contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to all teachers now employed.

C. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.

#### ARTICLE XXIV

##### AGREEMENTS CONTRARY TO LAW

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. But, all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXV

##### STRIKE PROHIBITION

A. During the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

B. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

#### ARTICLE XXVI

##### RE-OPENER CLAUSE - TEACHER TENURE - FINANCIAL

This contract may be re-opened during 1974-75 for two reasons:

- a. On the question of Teacher Termination if and when the Teacher Tenure Act is repealed by the State Legislature.
- b. If the COST OF LIVING jumps 12 percent or greater between February 1, 1974 and February 1, 1975. The method of determining such an increase will be the report from the US Dept. of Labor Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (US average)

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective July 1 1974. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose and approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This Agreement shall continue in full force and effect to and including June 30, 1976.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives the day and year first above written.

Board of Education  
Caro Community School System  
Tuscola County, Michigan

By:

\_\_\_\_\_  
\_\_\_\_\_

Caro Education Association

By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A - 1**  
**CARO COMMUNITY SCHOOLS**  
**SALARY SCHEDULE 1974-76**

	<u>BA</u>		<u>BA + 10</u>		<u>BA + 20</u>	
	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>
0	\$ 8,798	\$ 9,019	\$ 8,901	\$ 9,125	\$ 9,004	\$ 9,518
1	\$ 9,174	\$ 9,405	\$ 9,282	\$ 9,515	\$ 9,389	\$ 9,636
2	\$ 9,551	\$ 9,807	\$ 9,662	\$ 9,922	\$ 9,774	\$10,037
3	\$10,035	\$10,272	\$10,152	\$10,387	\$10,269	\$10,507
4	\$10,447	\$10,788	\$10,568	\$10,913	\$10,690	\$11,039
5	\$10,874	\$11,231	\$11,001	\$11,361	\$11,129	\$11,492
6	\$11,321	\$11,690	\$11,452	\$11,826	\$11,585	\$11,964
7	\$11,785	\$12,170	\$11,922	\$12,311	\$12,060	\$12,454
8	\$12,268	\$12,669	\$12,410	\$12,816	\$12,555	\$12,965
9	\$12,771	\$13,188	\$12,919	\$13,341	\$13,070	\$13,497
10	\$13,294	\$13,729	\$13,449	\$13,888	\$13,606	\$14,050
11	\$13,839	\$14,291	\$14,000	\$14,458	\$14,163	\$14,626
12	- - - -	\$14,877	- - - -	\$15,050	- - - -	\$15,225

## SCHEDULE A - 2

### CARO COMMUNITY SCHOOLS SALARY SCHEDULE 1974-76

	<u>MA</u>		<u>MA + 10</u>		<u>MA + 20</u>		<u>MA + 30</u>		<u>MA + 45</u>	
	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>	<u>1974-75</u>	<u>1975-76</u>
0	\$ 9,313	\$ 9,547	\$ 9,415	\$ 9,662	\$ 9,518	\$ 9,768	\$ 9,632	\$ 9,883	\$10,137	\$10,094
1	\$ 9,711	\$ 9,955	\$ 9,818	\$10,065	\$ 9,925	\$10,175	\$10,033	\$10,295	\$10,247	\$10,515
2	\$10,109	\$10,381	\$10,220	\$10,495	\$10,332	\$10,610	\$10,444	\$10,725	\$10,668	\$10,954
3	\$10,621	\$10,867	\$10,739	\$10,987	\$10,856	\$11,107	\$10,973	\$11,227	\$11,209	\$11,468
4	\$11,056	\$11,418	\$11,180	\$11,544	\$11,301	\$11,670	\$11,422	\$11,796	\$11,668	\$12,050
5	\$11,510	\$11,885	\$11,638	\$12,019	\$11,765	\$12,149	\$11,890	\$12,279	\$12,147	\$12,543
6	\$11,982	\$12,373	\$12,116	\$12,511	\$12,247	\$12,647	\$12,378	\$12,782	\$12,645	\$13,058
7	\$12,474	\$12,881	\$12,613	\$13,025	\$12,749	\$13,166	\$12,886	\$13,306	\$13,164	\$13,593
8	\$12,985	\$13,410	\$13,129	\$13,559	\$13,272	\$13,705	\$13,414	\$13,852	\$13,703	\$14,151
9	\$13,518	\$13,959	\$13,667	\$14,114	\$13,816	\$14,267	\$13,964	\$14,420	\$14,265	\$14,731
10	\$14,073	\$14,532	\$14,227	\$14,692	\$14,382	\$14,852	\$14,537	\$15,011	\$14,850	\$15,335
11	\$14,650	\$15,128	\$14,811	\$15,294	\$14,971	\$15,461	\$15,133	\$15,627	\$15,459	\$15,964
12	-----	\$15,749	-----	\$15,922	-----	\$16,094	-----	\$16,268	-----	\$16,618

## SCHEDULE A - 3

### EXTRA CURRICULAR SCHEDULE 1974 - 1976

ACTIVITY	Varsity	Varsity Assistant	Junior Varsity	Freshman	Junior High	Elementary
Football	1,100	800	675	585	330	160
Basketball	1,100		800	615	330	160
Baseball	765		510		305	
Track	765	510			305	
Wrestling	765	510				
Cross Country	465					
Golf	270					
Girls Basketball	465					
Girls Volleyball	300					
Girls Track	260					
Girls Softball	260					
Cheerleading	435 (if one person) if two people - 375 Varsity and 250 for Assist.					
Debate	405					
Forensics	405					
Drama	325 (two act) 275 (one act)					
Vocal Music	330					
Instrumental	800	450				
Music Yearbook	325 (if handled outside of class)					
F.F.A.	225					
F.H.A.	200					
* Extra Class	1,450					
** Guidance	500					
** Special Education	475					
** Driver Education	\$7.00 / hr. classroom \$5.25 / hr. B.T.W.					
** Adult Education	\$7.25 / hr. credit program/degree teacher \$5.00 / hr. non-credit (enrich.)					
Ticket Selling	\$9.50 / night (6:30 - 10:00 p.m.)					

\*\* NO CHANGE from 1973 - 74 contract.

All of the above are subject to the following conditions:

1. Salary will NOT be paid unless services are performed
2. A written yearly report will be submitted for each extra-curricular assignment.  
Information should include:
 

a. Persons involved in the activity	b. Summary of activities	c. Recommendations for changes
d. Schedule	e. Scores	f. Results

 Reports are not necessarily limited to the above items.
3. The Board of Education reserves the right to determine what extra-curricular activities will take place during the present contract year.
4. All extra-curricular assignments are made on a year-to-year basis.

# SCHEDULE A - 4

## SCHOOL CALENDAR FOR 1974 - 75

	S	M	T	W	TH	F	S		S	M	T	W	TH	F	S
AUG.	18	19	20	21	22	23	24	APRIL			①	②	③	④	5
	25	26	27	②⑧	②⑨	30	31		6	7	8	9	10	11	12
SEPT.	1	2	③	4	5	6	7		13	14	15	16	17	18	19
	8	9	10	11	12	13	14		20	21	22	23	24	25	26
	15	16	17	18	19	20	21		27	28	29	30			
	22	23	24	25	26	27	28	MAY					1	2	3
	29	30							4	5	6	7	8	9	10
OCT.			1	2	3	4	5		11	12	13	14	15	16	17
	6	7	8	9	10	11	12		18	19	20	21	22	23	24
	13	14	15	16	17	18	19		25	②⑥	27	28	29	30	31
	20	21	22	23	24	25	26	JUNE	1	2	3	4	5	6	7
	27	28	29	30	31				8	9	10	11	12	⑬	14
NOV.						1	2								
	3	4	5	6	7	8	9								
	10	11	12	13	14	⑮	16								
	17	18	19	20	21	22	23								
	24	25	26	27	②⑧	②⑨	30								
DEC.	1	2	3	4	5	6	7								
	8	9	10	11	12	13	14								
	15	16	17	18	19	20	21								
	22	②③	②④	②⑤	②⑥	②⑦	28								
	29	③⑩	③⑪												
JAN.				①	②	③	4								
	5	6	7	8	9	10	11								
	12	13	14	15	16	17	18								
	19	20	21	22	23	24	25								
	26	②⑦	28	29	30	31									
FEB.							1								
	2	3	4	5	6	7	8								
	9	10	11	12	13	14	15								
	16	17	18	19	20	21	22								
	23	24	25	26	27	28									
MARCH							1								
	2	③	4	5	6	7	8								
	9	10	11	12	13	14	15								
	16	17	18	19	20	21	22								
	23	24	25	26	27	②⑧	29								
	30	③①													

Aug. 28th - All Staff Members  
 Aug. 29th - All new staff members ONLY  
 Sept. 3rd - 1st day for students (half day first grade)  
 Nov. 15th - Fall break  
 Nov. 28th - 29th - Thanksgiving  
 Dec. 23rd - Jan. 3rd - Christmas Vacation  
 Jan. 27th - Record Day  
 March 3rd - Beet growers dinner (no school)  
 March 28th - April 4th - Easter Vacation  
 May 26th - Memorial break  
 June 13th - Record day

181 - STUDENT DAYS  
 185 - TEACHER DAYS

# SCHEDULE A - 5

## SCHOOL CALENDAR FOR 1975 - 76

	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S				
<b>AUG.</b>	24	25	26	27	28	29	30	<b>APRIL</b>						1	2	3		
	31							4	5	6	7	8	9	10				
<b>SEPT.</b>		1	2	3	4	5	6	11	12	13	14	15	16	17				
	7	8	9	10	11	12	13	18	19	20	21	22	23	24				
	14	15	16	17	18	19	20	25	26	27	28	29	30					
	21	22	23	24	25	26	27	<b>MAY</b>						1				
	28	29	30					2	3	4	5	6	7	8				
<b>OCT.</b>				1	2	3	4	9	10	11	12	13	14	15				
	5	6	7	8	9	10	11	16	17	18	19	20	21	22				
	12	13	14	15	16	17	18	23	24	25	26	27	28	29				
	19	20	21	22	23	24	25	30	31									
	26	27	28	29	30	31		<b>JUNE</b>						1	2	3	4	5
<b>NOV.</b>							1	6	7	8	9	10	11	12				
	2	3	4	5	6	7	8											
	9	10	11	12	13	14	15											
	16	17	18	19	20	21	22											
	23	24	25	26	27	28	29											
	30																	
<b>DEC.</b>		1	2	3	4	5	6											
	7	8	9	10	11	12	13											
	14	15	16	17	18	19	20											
	21	22	23	24	25	26	27											
	28	29	30	31														
<b>JAN.</b>					1	2	3											
	4	5	6	7	8	9	10											
	11	12	13	14	15	16	17											
	18	19	20	21	22	23	24											
	25	26	27	28	29	30	31											
<b>FEB.</b>	1	2	3	4	5	6	7											
	8	9	10	11	12	13	14											
	15	16	17	18	19	20	21											
	22	23	24	25	26	27	28											
	29																	
<b>MARCH</b>		1	2	3	4	5	6											
	7	8	9	10	11	12	13											
	14	15	16	17	18	19	20											
	21	22	23	24	25	26	27											
	28	29	30	31														

Aug. 27th - All staff members  
 Aug. 28th - All new staff members ONLY  
 Sept. 2nd - 1st day for students (half day first grade)  
 Nov. 17th - Fall break day  
 Nov. 27th - 28th - Thanksgiving  
 Dec. 22 - Jan. 2nd - Christmas Vacation  
 Jan. 26th - Record Day  
 March 1st - Beet growers dinner (no school)  
 April 12th - 16th - Easter Vacation  
 May 31st - MEMORIAL BREAK  
 June 10th - Record Day

181 - STUDENT DAYS  
 185 - TEACHER DAYS

## SCHEDULE A-6

### BASIC CONDITIONS OF SALARY SCHEDULE

1. Maximum allowance for experience in other schools: 10 years. Teachers who have fractions of experience equaling one-half year or over will be placed on the next higher step.
2. An additional allowance will be granted upon the completion of ten (10) semester hours of Graduate Work beyond the Bachelor Degree, and twenty (20) additional semester hours. All work must be completed on an approved Masters program or in the teacher's major field of work. Evidence of work completed and-or proof of acceptance to a Graduate School must be presented before any allowance under this section will be paid.
3. An additional allowance will be granted upon the completion of ten (10) semester hours of Graduate Work beyond the Masters Degree and for twenty (20) additional semester hours. All work must be completed on an approved Educational Specialist program, or in the teacher's major field of work. Evidence of work completed must be presented before any salary adjustment is made. Proof of acceptance to an approved advanced Graduate program and-or transcripts of earned credit must be presented.
4. Military service credit: (a) One (1) year allowed for teachers with no experience.  
(b) One (1) year allowed for each year of military service for those entering military service after teaching experience.  
(c) Maximum military service allowance: two (2) years.
5. All salary adjustments will be made on a semester basis only. Teachers earning enough credits to place on a higher schedule during the contract year, will be adjusted at the beginning of the next succeeding semester.

## SCHEDULE B

### CODE OF ETHICS

#### PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals, the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

#### PRINCIPLE I

##### COMMITMENT TO THE STUDENT

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we -

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

#### PRINCIPLE II

##### COMMITMENT TO THE COMMUNITY

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens, the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.



In fulfilling our obligations to the community, we--

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures, conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

### PRINCIPLE III

#### COMMITMENT TO THE PROFESSION

We believe that the quality of the services of the education profession directly influence the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we--

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

### PRINCIPLE IV

#### COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we--

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.