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Canson City - (Crystal) Ed Assoc.

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1216 KENDALE
E. LANS., MI.
48824

This Agreement entered into this day of
 , 1966 by and between the Board of Education of
 the City of Carson City, Michigan, hereinafter called
 the "Board", and the Carson City-Crystal Education
 Association, hereinafter called the "Association".

CARSON CITY-CRYSTAL EDUCATION ASSOCIATION
and
CARSON CITY-CRYSTAL BOARD OF EDUCATION
PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Carson City-Crystal Area Schools is their mutual aim and that the character of such education depends predominantly upon 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 educational standards, 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:

REPRESENTATIVE
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Coyle-Jr

CARSON CITY-CRYSTAL EDUCATION ASSOCIATION
and
CARSON CITY-CRYSTAL BOARD OF EDUCATION

Recognition Agreement:

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and all noncertified personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this 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, provided that the Association has been given opportunity to be present at such adjustment.

Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such

conditions as the Association and Board of Education shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association.

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

Rights:

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

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 a mediator appointed pursuant to the provisions of this Agreement.

The Association and its members shall have the right to use school buildings facilities at reasonable hours for meetings. Teachers bulletin boards and other established media of communication shall be made available to the Association.

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

TEACHING LOADS AND ASSIGNMENTS

1. The School Year:

The school year shall consist of not more than 185 days held in session.

2. Hours of Employment:

All teachers shall report to their respective assigned buildings at least one-half hour before school commences and to their first-hour classes at least fifteen minutes before the tardy bell. All teachers shall remain in their assigned classrooms at least fifteen minutes following the dismissal of classes and at least thirty minutes in their respective buildings following the dismissal of school, unless otherwise specified by the administration. Teachers will be released twice a month immediately after final student dismissal for the purpose of attendance at Carson City-Crystal Education Association meetings.

3. Teachers shall be given the equivalent of five unassigned preparation hours per week. The normal weekly teaching load shall consist of not more than 28 instruction hours.

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

5. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their building principals as soon as practicable.

Changes after August 1 will be voluntary to the extent possible. Effort will be made to avoid reassignment of probationary school teachers to different grade levels.

Article 7 - Vacancies and Promotions:

Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving notice of such vacancy to the Association and providing for appropriate posting in every school building. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time that each has been in the school system of the district, and other relevant factors.

Article 8: TRANSFERS

Since the frequent transfers of teachers from one school to another is disruptive of educational processes and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. 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 7. 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.

Article 9 - Leave Pay:

The teachers absent from duty on account of personal illness shall be given full pay up to ten days per year accumulative to sixty days. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board of Education the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the school fiscal year with no subtraction of sick leave.

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 educate, and that the organization of the school and the school day should be directed to insuring that the energy of the teacher is primarily utilized to this end.

Since education is not, or shall ever be, a status quo or complacent situation, it is important for all parties concerned to recognize that innovations be constantly brought into the educational planning. It also must be recognized that individual class size should be flexible enough to experiment with these new innovations of instructional methods and techniques. It shall be the responsibility of the Board of Education to limit class size when feasibility of pilot studies cannot be ascertained by excessive classroom attendance.

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching professions. The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board of Education shall undertake to implement all joint decisions.

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

The Board recognizes that a school program is composed of all school activities rather than of only the instructional classes. Therefore, the

Board places all school oriented activities in a co-curricular status. The Board recognizes that co-curricular activities are a part thereof and supplemental to the instructional program and therefore are a necessary part of the individual's total educational growth. Assignments in cafeteria, buses, and other related co-curricular sponsorship activities shall be assigned to individual teachers at the discretion of the administration.

Both parties further agree that study hall assignments are a part of the instructional program of each and every student and that qualified personnel should retain this responsibility.

To relieve teachers of specific duties not classified as instructional, the Board of Education agrees to engage, on a full-time basis, not less than one aide per building. The aides will handle inventorying of supplies and equipment, duplication of teaching materials, collections of money and similar non-professional responsibilities. The aide may further be utilized for non-professional duties involving student supervision of a non-instructional nature at the discretion of the administration.

A teacher is entitled to full rights of citizenship.

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

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

The Board shall make available in each school adequate lunch room, restroom and lavatory facilities primarily for teacher use, and at least one room

appropriately furnished which shall be reserved for use as a staff lounge. Smoking shall be controlled by existing fire marshall regulations.

Telephone facilities shall be made available to teachers for their reasonable use.

The Board recognizes the right of the teachers to have facilities for coffee and other light refreshments in the teachers lounge.

Article III - Professional Compensation:

The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. The base salary shall be \$5,200. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least sixty days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of the base salary.

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

TEACHER EVALUATION

Each teacher shall have the right upon request to review the contents of his own personnel file, excluding personal credentials. A representative of the Association may be requested to accompany the teacher in such review.

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 discipline 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.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

PROTECTION OF TEACHERS

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

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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

NEGOTIATION PROCEDURES

In the event the salary schedule is reopened for negotiation by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative 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.

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board may designate as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the

superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to mediation before an impartial mediator selected by the parties. If the parties cannot agree as to the mediator, he shall be selected by the Labor Mediation Board in accord with its rules which shall likewise govern the mediation hearing.

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.

MISCELLANEOUS PROVISIONS

Teachers shall be informed of a telephone number they must call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

The Association, upon request, shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association

shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

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

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 policies of the Board.

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

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.

DURATION OF AGREEMENT

This Agreement shall be effective as of and shall continue in effect for one year until the 31st day of March, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

PROFESSIONAL BACKGROUND OF TEACHERS

Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience.

Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses.

All professional members of the faculty must successfully complete no less than six semester hours of professional course work from an accredited college or university every three years before advancement on the adopted salary schedule. Any professional employee not gaining further education according to this agreement shall not advance on the salary schedule until successful completion of this requirement.

The administration of the school district shall waive college course work and credit when evidence has been submitted to the Board of Education that students will directly benefit from such experiences that the instructor has undertaken. Examples might possibly be, but not limited to, an educational trip abroad or to distant parts of the country, unusual or unique work experiences. This substitution for course work may be granted variable credit up to an accumulative six semester hours.

SALARY SCHEDULE A

Year	Bachelors	Masters	+15	+30	+45	+60
	1.00	1.045	1.055	1.07	1.085	1.10
1	1.04	1.08	1.095	1.11	1.13	1.15
2	1.08	1.12	1.14	1.16	1.18	1.20
3	1.12	1.17	1.185	1.20	1.22	1.24
4	1.17	1.22	1.235	1.25	1.27	1.29
5	1.22	1.26	1.28	1.30	1.32	1.34
6	1.26	1.31	1.33	1.35	1.37	1.40
7	1.31	1.37	1.39	1.41	1.43	1.46
8	1.37	1.42	1.435	1.46	1.49	1.51
9	1.42	1.48	1.50	1.52	1.54	1.57
10	1.48	1.54	1.56	1.58	1.60	1.63

A teacher who does not obtain a permanent certificate cannot rise above a step "5".

EXTRA-CURRICULAR COMPENSATION

Percentage based on \$5200 base salary

Audio-Visual Director	3%
Summer Band Director	\$600.
Dramatics Coach- play	3%
Debate Coach	5%
Forensics Coach	
Yearbook Advisor	4%
In-Service Instructor	4%
Special Educ. Instructor	\$300.
Cluster Leader	4%
Instrumental Music Director	10%
Head Football Coach	8%
Assistant Football Coach	5%
Junior Varsity Football Coach	4%
Assistant Junior Varsity Football Coach	3%
Head Basketball Coach	9%
Junior Varsity Basketball Coach	6%
Freshman Basketball Coach	4%
Junior High Basketball Coach	4%
Elementary Basketball Coach	3%
Girls Basketball Coach	4%
Athletic Director	7%
Track- Head Coach	5%
Track- Assistant Coach	3%
Baseball- Head Coach	3%
Baseball- Assistant Coach	3%
Golf Coach	5%